

No. 24-0325

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**In the Supreme Court of Texas**

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***IN RE STATE OF TEXAS,***

***Relator,***

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On Petition for a Writ of Mandamus to the Fourteenth Court of Appeals  
Cause No. 14-24-00290-CV

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**OPPOSITION TO RELATOR'S  
MOTION FOR TEMPORARY RELIEF**

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## INTRODUCTION AND SUMMARY OF ARGUMENT

The State’s motion for temporary relief and underlying petition for a writ of mandamus are incredible in so many troubling ways. As a threshold matter, the “emergency” the State asks the Court to quash is that a group of needy Harris County residents will receive a small cash payment to provide a secure floor from which they may raise themselves out of poverty. This “emergency” is so dire that the State waited *ten months* from the creation of Uplift Harris to challenge its constitutionality. The State sat back without objection while Harris County spent public funds building and implementing a program the State thinks is unconstitutional.<sup>1</sup>

The mistakes and hypocrisies compound from there. First, the State’s motion seeks impermissible relief on a defective record under the wrong standards. These basic errors by the State are a microcosm of its rash, ill-conceived litigation.

Second, the State’s inexcusable delay alone precludes relief. Harris County adopted Uplift Harris in June 2023, but the State only just challenged its constitutionality, filing suit right before payments to needy residents were set to go out. To obtain temporary relief under Rule 52.10, “the party seeking relief must timely pursue its rights.” *In re LCS SP, LLC*, 640 S.W.3d 848, 856 n.39 (Tex. 2022)

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<sup>1</sup> “Harris County” refers collectively to the real parties in interest.

(orig. proceeding); *Chambers-Liberty Ctys. Navigation Dist. v. State*, 575 S.W.3d 339, 356 (Tex. 2019) (Equity “aids the diligent and not those who slumber on their rights.” (citation omitted)). By itself, the State’s inexcusable delay warranted the denial of its application for temporary injunction, its Rule-29.3 motion, and now this motion.

Third, the State seeks to upend the status quo. As the State successfully argued to this Court, in constitutional challenges, public officials’ ongoing, presumptively lawful exercise of authority is the status quo. *See* Order staying Rule 29.3 relief ¶ 2, *In re Abbott*, No. 21-0720 (Tex. Aug. 26, 2021) (Appendix Tab 8) (*In re Abbott I*). Here, the status quo is the ongoing operation of a presumptively lawful program to aid the needy in Harris County.

Fourth, the relief the State seeks in its motion and underlying petition threatens courts’ jurisdiction and irreparable harm to Harris County. Harris County must commit the federal funds now dedicated to Uplift Harris by the end of year or lose them forever. Holding these funds in limbo would force Harris County to abandon Uplift Harris altogether just so it could have time to plan, evaluate, and enact a new program. Conversely, Uplift Harris is an 18-month pilot program, which provides plenty of time to conclude the pending appeal and mandamus proceeding. So, in the absence of temporary relief, neither this Court nor the Fourteenth Court

will lose jurisdiction; enjoining Uplift Harris will threaten both courts' jurisdiction and the loss of over \$20 million in federal funds.

Fifth, the State has no rights to preserve because it plainly has no entitlement to mandamus relief. It has not and cannot show that the Fourteenth Court clearly abused its discretion in denying Rule-29.3 relief. Indeed, the State's petition does not even address an independent ground raised by Harris County and supporting the Fourteenth Court's denial of its Rule-29.3 motion—that the State's delay alone justified denying relief.

Jurisdiction is another independent ground for denying the State's Rule-29.3 motion. The State has repeatedly argued that injunctions are not available under Rule 29.3 because they are outside appellate courts' appellate jurisdiction. *See, e.g., In re Abbott*, 645 S.W.3d 276, 282 n.6 (Tex. 2022) (*In re Abbott II*). The State did not explain why there was jurisdiction here. The Fourteenth Court did not clearly abuse its discretion in denying a Rule-29.3 injunction to a party that says courts lack jurisdiction to issue such injunctions. And while the State often demands that its opponents identify precisely which state official needs to be enjoined before relief can issue, the State demands an injunction here despite no proof that any defendant will make any payment in the coming months.

Still more, the State faces no harm because Uplift Harris is constitutional—for reasons the State never challenges and even the State concedes. Uplift Harris easily meets the *Texas Municipal League* test. And the State has never disputed that Uplift Harris is constitutional as an authorized economic development program, which the Texas Constitution expressly exempts from the gift clauses. The State can only succeed by relying on its repeated mischaracterizations about the program and the Constitution. And its claim that the program violates the equal protection clause by using a lottery to select among participants who meet the eligibility criteria is frivolous at best.

Ultimately, the State’s “emergency” is that a group of needy Harris County residents will receive a small cash payment to provide a secure floor from which they may raise themselves out of poverty. This emergency is entirely self-inflicted by the State’s unreasonable delay. The Court should deny the State’s motion and lift the administrative stay.

## STATEMENT OF FACTS

The facts relevant to the State’s motion are set out in the Appellees’ (“Harris County”) attached pleading and exhibits, Appendix Tab 1, and the transcript of the district court’s temporary-injunction hearing, Appendix Tab 2. Harris County provides a summary here.

### I. State and Local Fiscal Recovery Funds

In 2020, in the early stages of the COVID-19 pandemic, Congress created Title VI of the Social Security Act<sup>2</sup> to authorize and appropriate money for the “Coronavirus relief fund.” The next year, Congress enacted the American Rescue Plan Act (ARPA), which amended Title VI<sup>3</sup> to create the “Coronavirus State Fiscal Recovery Fund,” and the “Coronavirus Local Fiscal Recovery Fund,” collectively the “State and Local Fiscal Recovery Funds” (SLFRF).

Congress created the SLFRF to “provide state, local, and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.”<sup>4</sup> Congress set aside \$65.1 billion for counties, to be allocated based on population.<sup>5</sup> In December

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<sup>2</sup> 42 U.S.C. § 801.

<sup>3</sup> 42 U.S.C. §§ 802–03.

<sup>4</sup> U.S. Dep’t Treasury, *Coronavirus State and Local Fiscal Recovery Funds: Interim Final Rule*, 88 Fed. Reg. 64986, 64986 (Sep. 20, 2023).

<sup>5</sup> 42 U.S.C. § 803(b)(3)(A).

2022, Congress amended the SLFRF provisions to allow more flexibility in how state and local governments spend SLFRF funds.<sup>6</sup>

As part of the impetus for this relief, the federal government recognized that the COVID-19 “pandemic has caused severe, intertwined public health and economic crises.”<sup>7</sup> Further, “low-income workers and communities of color [have faced] elevated rates of unemployment and economic hardship. Long-standing disparities in health and economic outcomes in underserved communities, that amplified and exacerbated the impacts of the pandemic, also present[ed] continued barriers to full and equitable recovery.”<sup>8</sup>

The federal government has directly provided Harris County with nearly \$1 billion in SLFRF funds.<sup>9</sup> Harris County may use the funds to cover commitments incurred by December 31, 2024, and must spend those funds by September 30, 2026.<sup>10</sup>

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<sup>6</sup> 88 Fed. Reg. at 64987.

<sup>7</sup> U.S. Dep’t Treasury, *Coronavirus State and Local Fiscal Recovery Funds: Final Rule*, 87 Fed. Reg. 4338, 4388 (Jan. 27, 2022).

<sup>8</sup> *Id.* at 4340-41.

<sup>9</sup> Tex. Dep’t Emergency Mgmt., *U.S. Treasury CLFRF County Allocations*, <https://txdem.sharepoint.com/:b:/s/TDEMWebsiteFiles/EW6hgr75KUNPhgNObwCCWCoBt3auLatAheyW WLkmp7sPQ>.

<sup>10</sup> 42 U.S.C. § 803(c)(6)(D).

Federal regulations enumerate the permissible purposes for which Harris County may spend SLFRF funds.<sup>11</sup> Among those purposes is “to respond to the public health emergency or its negative economic impacts,” including with a “program” that “responds to a harm or impact experienced by [a] class of beneficiaries.”<sup>12</sup> The regulations provide that households making up to 300% of the federal poverty limit are presumed to be “impacted by” the COVID-19 pandemic’s “negative economic impacts.”<sup>13</sup> Those making only up to 185% of the poverty limit are “presumed to be *disproportionately impacted* by the [pandemic’s] negative economic impacts.”<sup>14</sup>

The federal regulations thus expressly permit Harris County to use SLFRF funds for “cash assistance” to “households and individuals” at or below 300% of the poverty limit as part of “[r]esponding to the negative economic impacts” of the pandemic.<sup>15</sup>

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<sup>11</sup> See 31 CFR § 35.6.

<sup>12</sup> *Id.* § 35.6(b)(1)(ii).

<sup>13</sup> *Id.* § 35.6(b)(2)(i) (“low- and moderate-income households”); see *id.* § 35.3 (defining those terms).

<sup>14</sup> *Id.* § 35.6(b)(2)(iii)(A).

<sup>15</sup> *Id.* § 35.6(b)(3)(ii)(A)(1).

**2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?**

**Yes.** Cash transfers, like all eligible uses in the public health and negative economic impacts category, must respond to the negative economic impacts of the pandemic on a household or class of households. Recipients may presume that low- and moderate-income households (as defined in the 2022 final rule), as well as households that experienced unemployment, food insecurity, or housing insecurity, experienced a negative economic impact due to the pandemic. Recipients may also identify other households or classes of households that experienced a negative economic impact of the pandemic and provide cash assistance that is reasonably proportional to, and not grossly in excess of, the amount needed to address the negative economic impact. For example, in the ARPA, Congress authorized Economic Impact Payments to households at certain income levels, identifying and responding to a negative economic impact of the pandemic on these households.

U.S. Dep't of the Treasury, Coronavirus State and Local Fiscal Recovery Funds: Frequently Asked Questions at 8 (Mar. 29, 2024), <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>.

## **II. Uplift Harris**

A common use of SLFRF funds to respond to the pandemic's negative economic impacts has been for guaranteed basic income pilot programs.<sup>16</sup> These pilots aim to build on the unconditional "Economic Impact Payments" made by the federal government in multiple rounds since the beginning of the COVID-19

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<sup>16</sup> See, e.g., County of Sonoma, Recovery Plan & Performance Report at 15 (June 30, 2022), [https://home.treasury.gov/system/files/136/SonomaCounty\\_2022RecoveryPlan-SLT-0757.pdf](https://home.treasury.gov/system/files/136/SonomaCounty_2022RecoveryPlan-SLT-0757.pdf); City and County of Denver, State and Local Fiscal Recovery Funds: 2022 Report at 52 (2022), [https://home.treasury.gov/system/files/136/CityandCountyofDenver\\_2022-Recovery-Plan\\_SLT-1004.pdf](https://home.treasury.gov/system/files/136/CityandCountyofDenver_2022-Recovery-Plan_SLT-1004.pdf), Fairfax County, Recovery Plan Performance Report 32-33 (July 21, 2022), [https://home.treasury.gov/system/files/136/FairfaxCounty\\_2022RecoveryPlan\\_SLT-0549.pdf](https://home.treasury.gov/system/files/136/FairfaxCounty_2022RecoveryPlan_SLT-0549.pdf).



pandemic.<sup>17</sup> Studies of those payments show that lower income families are very likely to use unconditional cash assistance in ways that directly boost the economy—paying expenses rather than reducing debt or increasing savings.<sup>18</sup> A recent study of Austin’s basic income pilot shows the same.<sup>19</sup>

On June 6, 2023, after County staff had studied the issue for almost one year, Appendix Tab 2 at 62:18-63:2, the Harris County Commissioners Court approved the Uplift Harris program offering “guaranteed, continuous, unconditional financial assistance to qualified households for an eighteen-month period,” Appendix Tab 1 at Ex. B. In doing so, the Commissioners Court found that the program would “Reduce poverty, Reduce unemployment, Improve the incentive and ability to work, Provide financial security,” “Boost self-employment,” and “Improve health and educational outcomes.” *Id.* The Commissioners Court further found that the program aligned with the county goal of “Economic Opportunity.”

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<sup>17</sup> U.S. Dep’t of the Treasury, Economic Impact Payments, <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-american-families-and-workers/economic-impact-payments> (last visited Apr. 20, 2024).

<sup>18</sup> *E.g.*, Bureau of Labor Statistics, *Receipt and use of stimulus payments in the time of the Covid-19 pandemic* (Aug. 2020), <https://www.bls.gov/opub/btn/volume-9/receipt-and-use-of-stimulus-payments-in-the-time-of-the-covid-19-pandemic.htm?view=full>.

<sup>19</sup> Urban Institute, *Austin Guaranteed Income Pilot: Participant Outcomes at 12 Months* (Jan. 2024), [https://www.urban.org/sites/default/files/2024-01/Austin\\_Guaranteed\\_Income\\_Pilot\\_Participant\\_Outcomes\\_at\\_12\\_Months.pdf](https://www.urban.org/sites/default/files/2024-01/Austin_Guaranteed_Income_Pilot_Participant_Outcomes_at_12_Months.pdf).

The June 2023 creation and implementation of Uplift Harris was public and widely reported.<sup>20</sup> A couple of weeks later, the Houston Chronicle reported that a “delegation of Harris County officials will meet with members of the Biden administration . . . to discuss the county’s projects fueled by federal American Rescue Plan Act funding.”<sup>21</sup> “Among the county’s high-profile ARPA-funded initiatives are a series of ambitious programs aimed at tackling poverty,” including “piloting a guaranteed income program providing \$500 monthly payments to residents in high poverty neighborhoods.”<sup>22</sup>

On June 27, 2023, the Commissioners Court approved creating and funding two new County positions to oversee Uplift Harris’s implementation. Appendix Tab 1 at Ex. G.

At a public meeting in September 2023, the Commissioners Court appropriated funds for a third-party research firm to study the effects of Uplift Harris. *Id.* at Ex. C.

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<sup>20</sup> E.g., Patricia Ortiz, *Harris County Commissioners pass guaranteed income program for 1,500 families*, houstonpublicmedia.org (June 7, 2023, 3:25 PM), <https://houstonpublicmedia.org/articles/news/harriscounty/2023/06/05/453691/harris-county-commissioners-pass-guaranteed-income-program-for-1500-families>; Jay Jordan, *Harris County Democrats propose guaranteed income plan*, Axios (June 6, 2023), 2023 WLNR 19590528.

<sup>21</sup> Jen Rice, *Lina Hidalgo, other Harris County officials to meet with Biden administration on federal recovery funds*, Hous. Chron. (July 18, 2023).

<sup>22</sup> *Id.*

At another public meeting in October 2023, the Commissioners Court approved a contract with a third-party administrator to run Uplift Harris. *See id.* at Ex. D. Throughout the fall of 2023, Harris County and its contractors worked to implement Uplift Harris. Appendix Tab 2 at 90:4-17.

By December 2023, the details and timing of Uplift Harris's forthcoming cash assistance had been widely known for months. The Houston Chronicle reported<sup>23</sup>:

- “Uplift Harris is a direct cash assistance program that gives households \$500 a month for 18 months to approximately 1,928 residents.”
- “The Uplift Harris program portal opens on Jan.8 and closes on Jan.26, 2024, at 11:59.”<sup>24</sup>
- “After applying, residents can expect to be notified in mid-February if they are selected, . . . with the first payment expected to start in March or April 2024.”
- “Participants in the program can use the money for anything they want to fit their needs, like basic household necessities. There are a few things participants can't use the money for, including criminal or illegal activities, supporting individuals or entities relating to terrorism, or anything that would harm the safety and security of other community members or face the risk of being removed from the program.”

And:

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<sup>23</sup> Kennedy Sessions, *Harris County set to launch \$500 a month guaranteed income program*, Hous. Chron. (Dec. 18, 2023), 2023 WLNR 42779096.

<sup>24</sup> Applications in fact began on January 12 and ran through February 2, 2024. Appendix Tab 2 at 90:23-24.

- “Over 1,900 families living in 10 targeted high-poverty zip codes will be randomly selected from the pool of applicants for the 18-month program. Recipients could receive their first payments as early as March 2024.”
- “Eligible households must live below 200% of the federal poverty line, which means around \$60,000 for a family of four or \$29,000 for an individual. Residents participating in the ACCESS Harris County public health program are eligible to apply for Uplift Harris as well.
- “Third-party researchers will evaluate Uplift Harris to assess its effectiveness.”<sup>25</sup>

On January 12, 2024, State Senator Paul Bettencourt asked Attorney General Paxton to provide an Attorney General Opinion on the constitutionality of Uplift Harris.<sup>26</sup> In addition to going directly to the Attorney General’s office, that request was covered extensively by the media.<sup>27</sup> Senator Bettencourt also tweeted about it, “tagging” the Attorney General himself.<sup>28</sup>

Harris County has already delivered \$5 million to Uplift Harris’s third-party administrator for payments to recipients. Appendix Tab 2 at 87:3-7. Since March 18,

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<sup>25</sup> Jen Rice, *Harris County guaranteed income program applications open in January*, Hous. Chron. (Dec. 16, 2023), 2023 WLNR 42517527.

<sup>26</sup> RQ-0529-KP, <https://www.texasattorneygeneral.gov/sites/default/files/request-files/request/2024/RQ0529KP.pdf>.

<sup>27</sup> See, e.g., Andrew Schneider, *State Senator Paul Bettencourt challenges legality of Harris County’s guaranteed income pilot program*, Hous. Pub. Media (Jan. 18, 2024), available at <https://www.houstonpublicmedia.org/articles/news/harris-county/2024/01/18/474833/paul-bettencourt-challenges-guaranteed-income-harris-county-pilot-program-legality/>.

<sup>28</sup> See <https://twitter.com/TeamBettencourt/status/1745838164307034174>. Indeed, Senator Bettencourt later claimed that the State’s suit was “based upon” his opinion request. See <https://twitter.com/TeamBettencourt/status/1777746378560856151>.

more than 1,500 needy Harris County residents have been selected and enrolled in the program and are expecting the first round of assistance on April 24. Mot. 1-2.

### **III. The State’s Lawsuit**

The Attorney General took no action in the summer of 2023 when the Uplift Harris program was approved and funded.

The Attorney General took no action in the fall of 2023 when the Uplift Harris program was being implemented.

The Attorney General took no action in the winter of 2023-24 when all the details of Uplift Harris became widely known and Senator Bettencourt questioned the Attorney General about the program’s constitutionality.

The Attorney General did not offer any opinion in response to Senator Bettencourt’s request. Instead, the Attorney General waited three months—until April 9, after Uplift Harris participants had been selected and were awaiting assistance—to sue.

The State’s trial-court petition is heavy on name-calling—“Harris Handout,” “socialist,” “free money,” etc.—but light on facts and law. MR.4-5. The State’s feigned concern that needy Harris County residents will use cash assistance to “purchase[] a gun” or “fly to Vegas and blow it on the casinos” are nothing more than dog-whistles better suited for talk radio than a courtroom. Appendix Tab 2 at

71:21-24, 107:2-7. Like its motion here, the State’s petition broadly talks of Uplift Harris as a gift of public funds, ignoring that both in form and substance it fulfills traditional county functions: addressing poverty, unemployment, crime, public health, and economic development. *See* State’s Mot. Tab B.

The substance of the Attorney General’s trial-court petition raises two claims: (1) that Uplift Harris violates article III, § 52(a) of the Texas Constitution, known as the “gift clause”; and (2) that the lottery system used to select residents for the program violates article I, § 3 of the Texas Constitution, the equal protection clause. MR.10-11.

At the April 18 temporary injunction hearing, the Attorney General called two witnesses. First, Tom Ramsey, a Harris County Commissioner who opposed Uplift Harris. Commissioner Ramsey had no personal knowledge of the program’s details but opposed it because the zip codes in his precinct were too wealthy to qualify and because the program was not administered by Catholic Charities (unlike a functionally identical county expenditure he had approved). Appendix Tab 2 at 8:9-9:4, 15:8-11, 17:1-7, 19:8-22:14, 24:7-26:7, 45:8-48:12.

Next, Brandon Maddox, the director of the Office of Planning and Innovation for Harris County Public Health. Mr. Maddox testified to how the program is administered, eligibility criteria, spending restrictions, and County oversight. *Id.* at

63:9-72:20, 85:18-87:2, 90:23-93:6. Mr. Maddox further testified to the extensive evaluation that led to Uplift Harris, including numerous studies showing the widespread economic benefits that result from similar programs. *Id.* at 76:1-8, 77:15-79:23, 97:1-6, 103:14-24; *see also* Appendix Tab 1 at Ex. A.

Mr. Maddox testified at length regarding (1) the public purposes served by Uplift Harris, Appendix Tab 2 at 66, 78, 81, 85, 103; (2) the controls in place to achieve those purposes, *id.* at 63-65, 69-70, 72-75, 86, 91-93, 97-98; and (3) the expected return to Harris County from the program, *id.* at 70-71, 72-76, 81, 98.

The district court announced at the hearing that it was denying the State's request for a temporary injunction. *Id.* at 128:25-129:2. The State filed its notice of appeal that evening. The next day, Friday evening, the State filed a Rule 29.3 motion in the Fourteenth Court of Appeals, asking for "emergency temporary relief prohibiting Defendants from making payments under the Uplift Harris program during the pendency of this appeal." Mot. 18. The Rule-29.3 motion demanded a decision by Monday at noon "[b]ecause the first of these payments is scheduled to be made on Wednesday, April 24, 2024." *Id.* at 2. The Fourteenth Court denied the motion. MR.412.

This mandamus proceeding and motion for temporary relief followed.

## ARGUMENT

### I. The State Asks for the Wrong Relief on the Wrong Record Under the Wrong Standards.

The State's motion for emergency relief fails out of the gate because the State requests relief that Rule 52.10 does not allow, the State's underlying petition is fatally defective, and the State butchers the standards governing this motion.

#### A. The State seeks improper relief.

The State asks the Court to “issue a temporary order prohibiting Defendants or their agents . . . from making payments under the Uplift Harris program *during the pendency of the State's appeal.*” Mot. 13 (emphasis added); *see also* Mot. 2 (arguing emergency relief is required because of how long the “full appellate process” will take). But Rule 52.10 allows relief only “pending *the court's action on the petition.*” Tex. R. App. P. 52.10(a) (emphasis added). Here, that means Rule 52.10 only permits relief pending *this Court's* action on the State's *mandamus petition*, not the Fourteenth Court's action on the appeal. Because the State has not requested any relief Rule 52.10 allows, the Court should reject its motion out of hand.

The State's alternative request for a writ of injunction or prohibition is equally misplaced. Mot. 7 n.1. This Court can issue a writ of injunction only *after* it grants mandamus relief, not before. *See Lane v. Ross*, 249 S.W.2d 591, 593 (Tex. 1952). And



a writ of prohibition can only restrain a lower court and so has no application here. *See Holloway v. Fifth Ct. of Appeals*, 767 S.W.2d 680, 682 (Tex. 1989).

The State also improperly seeks relief that it did not request in the court of appeals. “Due to the extraordinary nature of the remedy, the right to mandamus relief generally requires a predicate request for action by the respondent, and the respondent’s erroneous refusal to act.” *In re Eagleridge Operating, LLC*, 642 S.W.3d 518, 525 (Tex. 2022) (orig. proceeding); *accord In re Baylor Med. Ctr. at Garland*, 280 S.W.3d 227, 229 (Tex. 2008). Here, the State requests that this Court enjoin Defendants’ agents from making payments, but it did not request any relief regarding “agents” in the court of appeals. *See* Appendix Tab 3 at 19. The Fourteenth Court—the respondent here—therefore never refused relief regarding agents. The request to enjoin agents should be denied for failure to present it to the respondent first. *See Eagleridge*, 642 S.W.3d at 525 (refusing to consider issues not raised by relator in court against which mandamus was sought).

**B. The State’s Motion and mandamus petition should be summarily denied due to a defective record.**

The Court should summarily deny the State’s petition and with it the State’s defective motion for temporary relief. “As the party seeking relief, [the State] had the burden of providing this Court with a sufficient record to establish its right to mandamus relief.” *TransAmerican Nat. Gas Corp. v. Flores*, 870 S.W.2d 10, 11 (Tex.

1994) (citing *Walker v. Packer*, 827 S.W.2d 833, 837 (Tex. 1992)). Rule 52.7 requires the relator to file with the petition “every document that is material to the relator’s claim for relief and that was filed in any underlying proceeding” and “any relevant testimony from any underlying proceeding, including any exhibits offered in evidence.” Tex. R. App. P. 52.7(a); accord *In re CG Searcy, LLC*, 2024 WL 1333711 (Tex. Mar. 29, 2024) (orig. proceeding) (per curiam).

The State has not done so. Its mandamus record omits vital evidence. Defendants’ response to the State’s application for temporary injunction included numerous exhibits to support Uplift Harris’s constitutionality and to support the denial of the State’s application. See Appendix Tab 1. Those exhibits were then admitted at the hearing and discussed in material, relevant testimony. See, e.g., Appendix Tab 2 at 5:5-14, 24:7-14 (Ex. A); *id.* at 78:19-79:8 (discussing Ex. A, program’s public purposes); *id.* at 81:9-82:8 (discussing Ex. B, program’s public purposes, expected return, approval date); *id.* at 82:14-83:14 (discussing Ex. G, implementation during State’s delay); *id.* at 83:15-84:3 (discussing Ex. C, program’s return benefit, implementation during State’s delay); *id.* at 84:4-88:6 (discussing at length Ex. D, implementation during State’s delay, program’s public purposes, controls). Those exhibits were then attached to Harris County’s response to the

Rule-29.3 motion in the Fourteenth Court. *See* Decl. of Jonathan G.C. Fombonne ¶ 3.

In its mandamus record, the State omitted all but one of these material, relevant exhibits. It included Harris County’s responses in both the trial court and the appellate court, but *removed* the exhibits. *See* Mandamus Record Tabs C, P. The State, however, included exhibits it relied on. *See id.* Tabs H-I. The State thus presented this Court with a skewed version of the evidence and then asked for immediate relief on that misleading record.

“Appellate courts routinely deny petitions for an original writ when the relator’s appendix or record is missing an essential document.” O’Connor’s *Texas Civil Appeals* Ch. 10-A § 6 (2024 ed.); *e.g.*, *In re Norvell*, 610 S.W.3d 598, 600 (Tex. App.—Houston [14th Dist.] 2020, orig. proceeding) (“[I]t is fundamental that the court have a proper record before reaching the merits. Accordingly, we dismiss relator’s petition for writ of mandamus.”). This Court is no exception. *See, e.g.*, *Walker*, 827 S.W.2d at 837. In fact, this Court can even impose “just sanctions” on a party that files a “record that is clearly misleading because of the omission of obviously important and material evidence or documents,” as the State has done here. Tex. R. App. P. 52.11(d). Because the State omitted material evidence

unhelpful to its cause, the Court should summarily deny the State's petition and motion.

**C. The Motion misstates the applicable legal standards.**

The State also garbles the applicable legal standards, perhaps understandably: it has no case in which this Court granted the novel relief now sought. The State is asking this Court to grant an injunction pending a ruling on the mandamus petition seeking *to compel* the court of appeals to issue an injunction under Rule 29.3. The Motion does not cite any case where this Court granted such relief or even addressed the standards for granting such relief.

The State mistakenly offers a standard for relief under Rule 52.10 plucked from a brief order in *Republican Party of Tex. v. Dietz*, 924 S.W.2d 932 (Tex. 1996) (per curiam). Mot. 2-3. That order addressed a motion “*for leave to file* a petition for writ of mandamus and an emergency motion *to stay a district court's temporary injunction order*” under former Rule 121. *Id.* at 932-33 (emphases added).<sup>29</sup> Unsurprisingly then, the case does not address the standards for relief under new Rule 52.10; and it does not address relief premised on a mandamus petition challenging the denial of a Rule-29.3 injunction by an appellate court. Moreover, in

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<sup>29</sup> In the 1997 rule changes, Rule 121 was “substantially rewritten,” including eliminating the need to file a motion for leave. John Hill Cayce, Jr. et. al., *Civil Appeals in Texas: Practicing Under the New Rules of Appellate Procedure*, 49 Baylor L. Rev. 867, 981 (1997).

a subsequent opinion in that case, this Court repeatedly recognized that that the case involved “unique and compelling” emergency, election-related circumstances warranting temporary relief. *Republican Party of Tex. v. Dietz*, 940 S.W.2d 86, 87, 94 (Tex. 1997). Reflecting its inapplicability, *no court* has ever cited *Dietz* as setting the standard for relief under Rule 52.10 in the 28 years since it was decided. *Dietz* simply does not set the standard for this motion.

The State’s misplaced reliance on *Dietz* inevitably leads it to focus on the wrong arguments. The State focuses primarily on the merits of its underlying claim, Mot. 3-9, but the question here is whether to grant temporary relief pending a decision on whether the Fourteenth Court clearly abused its discretion in denying an injunction under Rule 29.3.

Under the appropriate standards set forth in this Court’s recent decisions applying Rule 52.10, temporary relief is available if the movant has: (1) timely, diligently pursued its rights; (2) the relief sought will maintain the status quo; and (3) the relief sought is necessary to preserve either the court’s jurisdiction or the rights of the parties. *In re LCS SP, LLC*, 640 S.W.3d 848, 855 & n.39 (Tex. 2022); *In re State*, 2021 WL 4785741, at \*1 (Tex. Oct. 14, 2021). The State satisfies none of these requirements, so the Court has additional, independently sufficient reasons to deny the State’s motion. Those reasons are discussed below.

## II. The State’s Lack of Diligence Precludes Temporary Relief.

Under Rule 52.10, the party seeking relief “must timely pursue its rights in . . . the trial court.” *In re LCS SP, LLC*, 640 S.W.3d at 856 n.39. Even more so for a party seeking an injunction. *Chambers-Liberty Ctys. Navigation Dist. v. State*, 575 S.W.3d 339, 356 (Tex. 2019) (Equity “aids the diligent and not those who slumber on their rights.” (citation omitted)).

Although the State now sprints through the courts hoping to avoid any careful review of its claims, the State did nothing when it really mattered. With much fanfare, Harris County created and began implementing Uplift Harris ten months ago. A state senator officially questioned the Attorney General about Uplift Harris’s constitutionality more than three months ago.<sup>30</sup> But the State waited until now to sue—after Harris County had already spent significant resources implementing Uplift Harris and after more than 1,500 needy Harris County residents ordered their lives on the settled expectation that assistance was forthcoming.

The State’s lack of diligence precludes its requested relief because manufactured emergencies are not the proper subject of temporary relief under Rule 52.10.

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<sup>30</sup> RQ-0529-KP, <https://www.texasattorneygeneral.gov/sites/default/files/request-files/request/2024/RQ0529KP.pdf>.

Equity also defeats the State’s motion. The State’s requested relief—restraining Defendants—is an injunction. See *Qwest Commc’ns Corp. v. AT&T Corp.*, 24 S.W.3d 334, 336 (Tex. 2000). And injunctions are, at bottom, equitable and thus controlled by the “principles, practice and procedure governing courts of equity.” *State v. Tex. Pet Foods, Inc.*, 591 S.W.2d 800, 803 (Tex. 1979). Nothing in Rule 52.10 suggests any intent to depart from equitable principles. Cf. *Weinberger v. Romero-Barcelo*, 456 U.S. 305, 320 (1982) (“[A] major departure from the long tradition of equity practice should not be lightly implied.”). Equity, however, “aids the diligent and not those who slumber on their rights.” *Rivercenter Assocs. v. Rivera*, 858 S.W.2d 366 (Tex. 1993); *Chambers-Liberty Ctys.*, 575 S.W.3d at 356.

Just eight months ago, the State argued against this Court’s granting injunctive relief because equity “should not save a party from the consequences of its own actions.” State’s Resp. to Motion for Temporary Relief at 31, *State v. Harris County*, No. 23-0656 (Tex. Aug. 18, 2023). It said a party could not “manufacture an emergency.” *Id.* at 32. The State chastised Harris County for “ignoring a new statute,” “waiting *weeks* to sue, and then seeking emergency relief in this Court.” *Id.* (emphasis added). Here, then, the State “may not manufacture an emergency by ignoring a new [program], failing to [evaluate] it, waiting [*ten months*] to sue, and

then seeking emergency relief in this Court on the grounds that” any delay will cause “irreparable harm.” *Id.*

**1. The State was not diligent.**

The State has had ten months to sue: the County approved Uplift Harris on June 6, 2023. Appendix Tab 2 at 82:3-8; Appendix Tab 1 at Ex. B. During those ten months, Harris County has expended money and other resources implementing Uplift Harris. *See* Appendix Tab 2 at 82-83 (two county positions approved and filled); *id.* at 83-84 (third-party evaluator of trial approved and contracted); *id.* at 84 (administrator of program approved and contracted); *id.* at 90-92 (implementing the program); Appendix Tab 1 at Exs. C, D, G. And more than 1,900 needy county residents ordered their lives expecting the first round of assistance to arrive April 24. Appendix Tab 2 at 94. The State’s delay has harmed Harris County and the public.

Moreover, Uplift Harris is presumed to be constitutional. *See, e.g., EXLP Leasing, LLC v. Galveston Cent. Appraisal Dist.*, 554 S.W.3d 572, 575 (Tex. 2018). Had the State sued with reasonable dispatch, “that would have allowed a careful, thorough consideration of their arguments regarding [Uplift Harris’] scope and constitutionality,” instead of the ludicrous-speed evaluation the State now demands. *In re Hotze*, 627 S.W.3d 642, 645 (Tex. 2020).



Below, the Attorney General’s Office said it needed these months because “we, of course, were taking our time to evaluate the case.” Appendix Tab 2 at 123:20-124:17. What the Attorney General purportedly took months to do, he demanded this Court do in 24 hours. The State’s “delay precludes the consideration [its] claims require.” *In re Hotze*, 627 S.W.3d at 645. The State’s unexcused and inexcusable delay has done immense harm and prevents any temporary injunction in its favor.

**2. The State’s new excuse is meritless.**

The only excuse the State can muster for its delay is that it needed to know the payments’ “timing” before it could sue. Mot. 11-12. The State’s new excuse is pretext. The State never made this argument in either court below. And the only reason the timing of payments could be relevant is as the *latest* date the State could sue, but waiting until the last minute is the opposite of diligence. Nothing prevented the State from seeking relief after Harris County approved Uplift Harris in June 2023 or started publicly implementing it in the many months thereafter.

The State’s reasoning merely shows the Attorney General’s cruel obsession with making sure the needy do not see the money. Harris County has been expending resources—including public funds—implementing Uplift Harris’s guaranteed income program for ten months. *See supra*, pp. 9-13 (timeline of implementation). If

the ultimate goal of the program would not serve a public purpose, expending funds to implement it would not either under the State’s theory. *See* Mot. 3-4. Yet, the State hung back and let Harris County spend public funds implementing the program for months. It was only when the needy were about to benefit that the Attorney General sprung into action.

By June 6, 2023, it was clear that Uplift Harris would be providing guaranteed basic income to a small cohort of County residents. *See* Appendix Tab 1 Ex. B (“The Uplift Guaranteed Income Pilot would provide guaranteed, continuous, unconditional financial assistance to qualified households for an eighteen-month period.”). A lawsuit brought at that time would undoubtedly have been ripe. *See Waco Indep. Sch. Dist. v. Gibson*, 22 S.W.3d 849, 851-52 (Tex. 2000) (ripeness is determined by “whether, at the time a lawsuit is filed, the facts are sufficiently developed ‘so that an injury has occurred or is likely to occur, rather than being contingent or remote.’” (quoting *Patterson v. Panned Parenthood of Houston & Se. Tex.*, 971 S.W.2d 439, 442 (Tex. 1998))). The State could have sued any time after June 6—it waited to do maximum damage. Its lack of diligence precludes relief.

### **III. The State’s Requested Relief Would Alter the Status Quo.**

Temporary relief under Rule 52.10 may be appropriate to “preserve the status quo.” *In re State*, 2021 WL 4785741, at \*1 “The status quo is the last actual,

peaceable, noncontested status which preceded the pending controversy.” *State v. Sw. Bell Tel. Co.*, 526 S.W.2d 526, 528 (Tex. 1975). Enjoining Uplift Harris would alter the status quo.

The State’s successful arguments in the COVID-19 mask and vaccine mandate cases show how to measure the status quo. In *In re Abbott I*, political subdivisions sued the Governor to enjoin him from prohibiting local mask mandates during the pandemic, claiming his authority to manage the ongoing state of disaster did not include prohibiting mask mandates. *See* Real Parties in Interest’s Resp. to State’s 52.10 Mot. at 16-20, No. 21-0720 (Tex. Aug. 25, 2021). The parties disputed what the status quo was—the political subdivisions argued the status quo was that the Governor was not prohibiting their mask mandates, *see id.* at 11-13; the State argued for a broader status quo, the Governor’s months-long exercise of control over mask mandates, *see* State’s 52.10 Mot. at 6-7, No. 21-0720 (Tex. Aug. 23, 2021). This Court agreed with the State: “The status quo, for many months, has been gubernatorial oversight of such decisions at both the state and local levels” and “[t]hat status quo should remain in place.” *In re Abbott I*, Order ¶ 2 (Appendix Tab 8). Thus, when a governmental party has been exercising some authority that is then challenged, the status quo is the party’s continued exercise of that authority.

Shortly thereafter, this Court reaffirmed that understanding of the status quo in *In re State*, 2021 WL 4785741. There, in April 2021, the Governor had issued an executive order prohibiting governmental entities from requiring certain COVID-19 vaccines. *Id.* at \*1. In August 2021, a school district issued a vaccine mandate that would not fall under that April 2021 order. *Id.* Then, the Governor issued an executive order prohibiting governmental entities from requiring any COVID-19 vaccines. *Id.* The State sought emergency relief in this Court and embraced the understanding of the status quo from *In re Abbott I*. See Rel.’s Emergency Mot. for Temp. Relief at 2-3, No. 21-0873 (Tex. Oct. 8, 20210). This Court established that the status quo was based on when the Governor first asserted his authority:

The School District argues that its vaccine mandate is the status quo because it predates the Governor’s order banning all COVID-19 vaccine mandates by a matter of days. . . . However, the Governor asserted his authority to control vaccine mandates at the state level in April, months before the School District implemented its mandate. The status quo between the parties is not local control over vaccine mandates.

*Id.* Thus, the status quo turned on when the governmental party had “asserted his authority” before a challenge arose. *In re State*, 2021 WL 4785741.

Here, the status quo is numerous local governments in Texas operating guaranteed income pilot programs without interference from the State. The cities of San Antonio and Austin have both run guaranteed income pilot programs before

Uplift Harris. Appendix Tab 2 at 77:19-78:11; Appendix Tab 1 at Ex. A, p. 1 & n.3., p. 13; Appendix Tab 1 at 10-11 (collecting cites).

With respect to Uplift Harris specifically, the status quo for ten months has been Harris County's operation and implementation of an ongoing presumptively constitutional program. Harris County "asserted [its] authority" to operate Uplift Harris in June 2023 and has been exercising that authority ever since by entering contracts, hiring personnel, and screening and selecting applicants. Appendix Tab 2 at 82-84, 90. . That ongoing implementation of the program is the status quo.

The understanding of the status quo from *In re Abbott I* and *In re State* apply here. The State challenges Harris County's authority to expend public funds on a guaranteed income program. Mot. 3-4. "The status quo, for many months, has been" Harris County's exercise of that challenged authority, as Harris County has expended public funds and resources implementing Uplift Harris. *In re Abbott I*, Order ¶ 2; *see supra*, pp. 9-13 (setting forth timeline). Harris County "asserted [its] authority to [implement Uplift Harris] in [June], months before the [State sued.] The status quo between the parties is not [State] control over [Harris County's federal funds]." *In re State*, 2021 WL 4785741. Rather, the status quo for years in Texas, and for months in Harris County, has been local governments implementing guaranteed income pilots without State interference. "That status quo should

remain in place while the court of appeals, and potentially this Court, examine the parties' merits arguments to determine whether plaintiffs have demonstrated a probable right to the relief sought." *In re Abbott I*, Order ¶ 2.

Further, when courts evaluate the constitutionality of legislative action like the creation of Uplift Harris, they begin with a presumption of "compl[iance] with both the United States and Texas Constitutions." *EBS Solutions, Inc. v. Hegar*, 601 S.W.3d 744, 754 (Tex. 2020). And as the State has argued elsewhere, the "status quo encompasses the presumption of constitutionality." Resp. to Motion for Temporary Relief at 32, *State v. Harris County*, No. 23-0656 (Tex. Aug. 18, 2023). Thus, the status quo is the implementation of an ongoing, presumptively constitutional program.

The State's contrary argument gets the facts wrong. The State says the past ten months has not been the status quo because "the County has" merely "been *planning* the program" and "*investigating* whether it can take a particular action." Mot. 11. Not so. The planning and investigation that led to Uplift occurred in the year leading up to the June 6, 2023 vote to approve the program's implementation. *See* Appendix Tab 2 at 62:18-63:2, 77:15-79:23. Since June 6, 2023, Harris County has been expending resources to implement Uplift Harris. *See supra*, pp. 9-13 (timeline of implementation). The State's theory is that Harris County lacks

authority to spend public funds to implement Uplift Harris. Mot. 3-4. Whatever that theory's merits, the status quo is Harris County's exercising that authority. That status quo should remain in place. *See In re Abbott I*, Order ¶ 2.

#### **IV. Granting the State's Motion Threatens the Courts' Jurisdiction and Irreparable Harm to Harris County.**

The State says it needs to restrain Harris County's disbursement of federal funds to protect the Court's jurisdiction. Mot. 8. Just the opposite is true.

In the first place, the Uplift Harris program runs for 18 months—plenty of time for an appeal to run its course if the State were to back up its sudden urgency with a request for expedited briefing and decision. The State's strategic decision not to “ask[] the court of appeals for an expedited briefing schedule and ruling” is still more reason why it is not entitled to any relief here. *In re Tex. Educ. Agency*, 619 S.W.3d 679, 690 (Tex. 2021). This Court does not reward “strategic decision[s]” not to seek to expedite an appeal while complaining that it might take too long. *Id.*

On the other hand, if the Court enjoins Harris County from committing funds to Uplift Harris during this appeal, mootness and irreparable harm to Harris County will be much more imminent. Harris County must commit all SLFRF funds “by December 31, 2024.” 42 U.S.C. § 803(c)(1). Building some other program would take significant time and effort. And Harris County may not spend SLFRF funds

“after September 30, 2026.” *Id.* § 803(c)(6)(D). If the funds dedicated to Uplift Harris are in limbo at the end of this year, Harris County may lose them forever.

The evident aim of the State’s “emergency relief” gambit is to force Harris County into abandoning Uplift Harris before any court can reject the State’s claims on their merits. The State’s tactic is a blatant misuse of Rule 52.10.

The State does not dispute any of the above. Instead, the State bizarrely claims that Harris County has taken too long to spend the funds and compares that time to State’s delay in suing. Mot. 12. That has nothing to do with whether holding up these funds threatens the courts’ jurisdiction and irreparable harm to Harris County. In any event, there is no question that Harris County has complied with ARPA. *See supra*, pp. 7-8.<sup>31</sup> And Harris County’s diligence in investigating, preparing, proposing, adopting, and implementing a government program has no relation to the State’s unexcused delay in protecting its supposed rights. The State’s arguments are mere distractions.

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<sup>31</sup> The State’s insistence that the Uplift Harris program provides assistance to “residents without any regard to whether those residents were affected in any particular way by the pandemic,” Mot. 12, demonstrates only its misunderstanding of SLFRF. *See supra*, pp. 7-8 (showing that the federal government has concluded that persons below 300% of the poverty limit have been negatively impacted by the pandemic and those under 185% were disproportionately impacted). The materials considered by the Commissioners Court expressly tie the impact of COVID to those being served by Uplift Harris. *See, e.g.*, Appendix Tab 1 at Ex. A, p.2 (selecting “the top ten high poverty zip codes where residents have been adversely impacted by the COVID-19 pandemic and corresponding economic crisis”), p. 12 (“Low-income families and people of color have been disproportionately burdened by the COVID-19 pandemic”).



To protect the courts' jurisdiction and avoid irreparable harm to Harris County and its residents, the Court should deny relief.

**V. The State Has No Rights to Preserve Because It Is Not Entitled to Mandamus.**

The right the State seeks to vindicate here is its supposed right to a temporary order under Texas Rule of Appellate Procedure 29.3. *See* State Pet. 17. But the courts of appeals are under no obligation to issue Rule 29.3 temporary orders. Rule 29.3 provides that “the appellate court *may* make any temporary orders necessary to preserve the parties' rights until disposition of the appeal.” Tex. R. App. P. 29.3 (emphasis added). As a result, the State's right to mandamus relief is threatened only if the Fourteenth Court clearly abused its discretion. *See In re Columbia Med. Ctr. of Las Colinas*, 290 S.W.3d 204, 207 (Tex. 2009); *In re Abbott II*, 645 S.W.3d at 282.

This Court has never ordered a court of appeals to grant an injunction pending appeal under Rule 29.3 or its predecessors. The State offers no persuasive reason to cross the Rubicon now.

The State makes no effort to show—and cannot show—that the Fourteenth Court clearly abused its discretion in not granting the State an injunction pending appeal. The Fourteenth Court had many valid reasons to deny the State's Rule-29.3 motion. Several—lack of diligence, status quo, and the need to preserve its

jurisdiction and Harris County's rights—overlap with the reasons already discussed why this Court should deny temporary relief.

**A. The State's petition should be denied for failure to address independent grounds for the Fourteenth Court's decision.**

The State's mandamus petition fails to address an independent ground supporting the court of appeals' decision to deny the Rule 29.3-motion. That disposes of its petition. *In re Baker*, 2018 WL 1081453, at \*1 (Tex. App.—Dallas 2018, orig. proceeding) (“relators’ failure to challenge one ground raised by the real party in interest below constitutes sufficient reason to deny mandamus relief”); *In re Keener*, 2013 WL 5460031, at \*2 (Tex. App.—Amarillo 2013, orig. proceeding) (same); *In re Elamex, S.A. de C.V.*, 367 S.W.3d 879, 888, 891 (Tex. App.—El Paso 2012, orig. proceeding) (same); *In re Citizens Supporting Metro Sols., Inc.*, 2007 WL 4277850, at \*4 (Tex. App.—Houston [14th Dist.] 2007, orig. proceeding) (same).

Nor can the State cure failures and omissions in its reply brief. *In re TCW Glob. Project Fund II, Ltd.*, 274 S.W.3d 166, 171 (Tex. App.—Houston [14th Dist.] 2008, orig. proceeding) (Guzman, J.) (denying petition because relators waived challenge to independent ground by omitting it from petition and only addressing it in the reply).

Here, the State's mandamus petition never addresses the lack of diligence ground asserted by Harris County in the trial court and the Fourteenth Court. *See*

Appendix Tab 1 at 3, 24-26; Appendix Tab 4 at 14-17. As the State has argued elsewhere, a movant’s diligence is required under Rule 29.3 because equity “should not save a party from the consequences of its own actions.” State’s Resp. to Motion for Temporary Relief at 31, *State v. Harris County*, No. 23-0656 (Tex. Aug. 18, 2023). The mandamus petition does not address this asserted independent ground for the Fourteenth Court’s denial of the Rule-29.3 motion, so the petition cannot show a clear abuse of discretion.

Further, the State also failed to establish necessary jurisdiction for the relief it asked the court of appeals to issue or to show any risk of tangible harm to the State. Harris County turns to those failures now.

**B. The Stated failed to establish the Fourteenth Court’s jurisdiction to enjoin Harris County under Rule 29.3.**

The party seeking relief from a court “has the burden to affirmatively demonstrate the court’s jurisdiction.” *Gulf Coast Ctr. v. Curry*, 658 S.W.3d 281, 286 (Tex. 2022); *see, e.g., City of Houston v. Villafuerte*, 2022 WL 2976233, at \*2 (Tex. App.—Houston [1st Dist. 2022, pet. denied); *In re Olivarez*, 2023 WL 5814414, at \*1 (Tex. App.—Corpus Christi 2023) (orig. proceeding); *see also State v. Naylor*, 466 S.W.3d 783, 791 (Tex. 2015) (“[B]efore this Court or the court of appeals can evaluate the equity of intervention, the prospective intervenor must establish its standing to present its argument on appeal.”). And “the need for courts to mind

their jurisdictional bounds is perhaps at its greatest in cases” like this, “involving questions of public importance.” *Morath v. Lewis*, 601 S.W.3d 785, 789 (Tex. 2020).

The State failed to explain to the Fourteenth Court how its appellate jurisdiction includes the power to issue injunctions. The State also failed to show that any of the Defendants were the proper targets of an injunction pending appeal.

**1. The State failed to explain the Fourteenth Court’s power to issue an injunction.**

The State’s request for an injunction under Rule 29.3 was a surprise—it asked for relief that this Attorney General has repeatedly told this Court is unavailable. The Attorney General’s position has been clear: Appellate jurisdiction does not include the power to issue injunctions under Rule 29.3. *See, e.g., In re Abbott II*, 645 S.W.3d at 282 n.6 (Tex. 2022); Pet. for Writ of Mandamus at 9-16, *In re Motheral*, No. 22-0106 (Tex. Feb. 11, 2022) (“But that relief—an injunction—is outside the Third Court’s appellate jurisdiction, and thus not available under Rule 29.3.”).

If the Attorney General now believes that appellate jurisdiction includes the power to issue injunctions, it should have said so and explained why. It did not, so the State did not carry its burden to establish jurisdiction. That is reason enough why the Fourteenth Court did not abuse its discretion.

Caught in its about-face, the State boldly misrepresents its prior arguments to this Court and this Court’s precedent. The State says it has not “argued in the past

that Rule 29.3 does not permit courts to issue injunctions” and accuses Harris County of misrepresenting those arguments. Mot. 10. The Court, however, can see for itself:

**C. Rule 29.3 does not authorize courts of appeals to issue injunctions.**

Even if the court of appeals’ order was somehow necessary to preserve the status quo or its jurisdiction, Rule 29.3 does not and cannot authorize courts of appeals to issue their own injunctions, which exceed the scope of the courts’ appellate jurisdiction.

Pet. for Writ of Mandamus at 12, *In re Abbott II*, No. 22-0229 (Tex. Mar. 23, 2022).

The State also misrepresents *In re Abbott II* as deciding this issue against the State. *See* Mot. 10-11. The Court there did not “clarif[y]” courts of appeals’ jurisdiction to issue injunctions under Rule 29.3, Mot. 11; it expressly declined “to resolve any of these questions in this expedited mandamus posture.” *In re Abbott II*, 645 S.W.3d at 282 n.6.

Of course, the Fourteenth Court did not clearly abuse its discretion in denying an injunction to a party that regularly contends that no appellate jurisdiction exists to grant such an injunction.

**2. The State failed to show who needed to be enjoined.**

The State claims an emergency because Defendants are set to make payments to needy residents. *See* Mot. 1-2; *see also* *See* Appendix Tab 2 at 124:15-17 (“[W]e do

believe that we have brought this suit timely because we have brought it in sufficient time to have this hearing today before the money goes out.”). But the State has never tried to prove that *Defendants* will be making any payments while the State’s appeal (or petition) is pending.

The Attorney General is adamant that those “who want the courts to pass judgment on the legality of government action must seek relief against the particular government official or agency responsible for the challenged action.” *In re Abbott II*, 645 S.W.3d at 280; *see, e.g.*, State’s Resp. to Motion for Temporary Relief at 9-16, *State v. Harris County*, No. 23-0656 (Tex. Aug. 18, 2023). The State agrees plaintiffs must identify the correct public official “to establish standing and to ensure that the named defendant is not being improperly used as proxy for the State.” Mot. 10. The State is not exempt from standing requirements, which go to all courts’ power to issue any relief. And the State may not use Harris County officials as proxies for Harris County for the same reason State officials cannot be for proxies for the State—the State may not obtain relief against Harris County or any Harris County entity without a legislative waiver of sovereign immunity. *See City of Galveston v. State*, 217 S.W.3d 466, 468-74 (Tex. 2007).

Yet the State here has failed to show which—if any—of the Defendant officials will make some payment while the State’s appeal (or petition) is pending. In

fact, the State concedes “Harris County *has already disbursed \$5,000,000.00 (five million)* dollars to GiveDirectly [the non-party ARPA subrecipient responsible for making payments to beneficiaries] for payment to eligible recipients.” Appendix (emphasis added); Appendix Tab 2 at 87:3-7. That disbursement is “sufficient to cover the first . . . payment to all of the recipients” —indeed, it is sufficient to cover *5 months’* worth of payments. Appendix Tab 2 at 88:10-15; *see* Appendix Tab 3 at 18 (State acknowledging that the total assistance each month amounts to around \$1 million).

Accepting the State’s concession, there is no emergency for the Fourteenth Court or this Court to attend to. As the State admits, no court may order Harris County to recoup disbursements already made, which the State does not ask for in any event. Appendix Tab 3 at 17-18; *see Scott v. Graham*, 292 S.W.2d 324, 329 (Tex. 1956) (“If the money is paid and the county officials who might institute suit in the name of the county for its recovery elect not to do so, there will be no judicial determination of the legality of the payment.”). And while the State now says GiveDirectly is Harris County’s agent, Mot. 10, 13, the State never argued that before and so has no evidence to support its *ipse dixit*.<sup>32</sup>

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<sup>32</sup> *Cf.* Appendix Tab 1 Ex. D at p. 4 (“The Services performed by Subrecipient under this Agreement are performed by Subrecipient as a separate and distinct entity from the County. This

As the State has not shown that any Defendant will make any payment while the State's appeal (or petition) is pending, the State has failed to justify its requested emergency relief, which is premised on that hypothetical occurrence.

**C. The Rule 29.3 relief the State sought was not necessary to preserve its rights during its appeal.**

Rule 29.3 allows “temporary orders necessary to preserve the parties’ rights until disposition of the appeal.” Tex. R. App. P. 29.3. Nothing threatened the State’s rights because the State faces no tangible harm from Uplift Harris and the State’s claims are meritless.

No State money is involved in this case. And the State’s “intrinsic right to . . . enforce its own laws,” *Naylor*, 466 S.W.3d at 790, is not threatened for the same reasons that no court’s jurisdiction is threatened absent an injunction—Uplift Harris will be around long enough to allow a thorough consideration of the program’s constitutionality. *See supra*, p. 9. Thus, Uplift Harris’s present operation risks no tangible harm to the State. As a result, prohibiting Defendants from making payments under the Uplift Harris program would not “preserve” the State’s “rights.” Tex. R. App. P. 29.3.

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Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties.”).



The State argues that any potential legal violation merits an injunction in its favor pending appeal. Mot. 13. But this Court and courts of appeals applying Rule 29.3 routinely avoid even reaching the underlying merits of plaintiffs' claims. *See, e.g., In re Abbott II*, 645 S.W.3d at 283-84 (declining, over a dissent, to consider claims' merits in evaluating a grant of Rule-29.3 injunction); *Tex. Gen. Land Off. v. City of Houston*, 2020 WL 4726695, at \*2 (Tex. App.—Austin July 31, 2020); *cf. In re State*, 2021 WL 4785741, at \*1 (“Our exercise of authority under Rule 52.10 to preserve the status quo is not a comment on the decision of the district court to deny the State’s request for a temporary injunction.”).

The Fourteenth Court was not obligated to reach the merits here either. Even if the State’s appeal had merit (it doesn’t), “[a]n injunction is a matter of equitable discretion; it does not follow from success on the merits as a matter of course.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 32 (2008); *accord Frey v. DeCordova Bend Ests. Owners Ass’n*, 647 S.W.2d 246, 248 (Tex. 1983). And equity has never made a “chancellor . . . mechanically obligated to grant an injunction for every violation of law.” *Romero-Barcelo*, 456 U.S. at 313. Indeed, under traditional equitable principles, the party seeking an injunction must pair a likely meritorious claim with the imminent threat of “substantial and actual injury.” *Frey*, 647 S.W.2d

at 248; accord *Romero-Barcelo*, 456 U.S. at 312 (injunctions should issue only to protect “property rights”).

Arguing to the contrary, the State cites *State v. Hollins*, in which this Court said, “When the State files suit to enjoin *ultra vires* action by a local official, a showing of likely success on the merits is sufficient to satisfy the irreparable-injury requirement for a temporary injunction.” 620 S.W.3d 400, 410 (Tex. 2020); *but see Amoco Prod. Co. v. Vill. of Gambell*, 480 U.S. 531, 545 (1987) (explaining that any “presumption” of irreparable injury “is contrary to traditional equitable principles”). *Hollins*, however, considered a temporary injunction issued by a district court in its plenary original jurisdiction. *See id.* But “Rule 29.3 . . . provides only the limited authority to ‘preserve the parties’ rights,’ not the general authority to [issue] temporary injunctions of any nature.” *In re Abbott II*, 645 S.W.3d at 283. Given Rule 29.3’s narrow focus, there is no reason to read into it *Hollins*’ alteration of traditional equitable principles. Because the State identified no *tangible* harm it would suffer from Harris County providing federal dollars to assist needy residents, it had no claim to a Rule-29.3 injunction.

**D. Uplift Harris Does Not Violate the Constitution.**

In any event, the State cannot succeed on the merits of its claims: Uplift Harris complies with the Texas Constitution. As a result, even under its theory that it is harmed irreparably when state law is violated, the State faces no risk of any harm.

**1. Uplift Harris does not violate the gift clauses.**

All while conceding that helping the poor serves an important public purpose, the State claims that Uplift Harris violates the gift clauses under a tortured reading of the *Texas Municipal League* test. Uplift Harris is Constitutional: it serves several public purposes, including the poverty alleviation purpose acknowledged as legitimate by the State, and is not gratuitous in any constitutional sense. Those public purposes predominate and provide several benefits to Harris County. And the evidence at trial and throughout the record shows that there are sufficient controls to achieve the stated public purpose of the program.

Regardless, as the State does not contest, the Constitution expressly authorizes economic development programs (like Uplift Harris) and exempts them from the gift clauses.

- a. Providing assistance to the less fortunate is an important public purpose that satisfies § 52(a) and meets the Texas Municipal League test.**

Uplift Harris satisfies article III, § 52(a) for two independent reasons: (1) the cash assistance under Uplift Harris serves a public purpose and returns a public

benefit, and (2) that assistance is not gratuitous. *See Tex. Mun. League Intergovernmental Risk Pool v. Tex. Workers' Comp. Comm'n*, 74 S.W.3d 377, 383-84 (Tex. 2002).<sup>33</sup>

**Public Purpose.** Uplift Harris satisfies § 52(a) because it serves a public purpose while returning a clear public benefit.

Whether Uplift Harris's cash assistance to needy residents serves a public purpose is "a judicial" question, answered "giving great weight . . . to the legislative determination." *Davis v. City of Lubbock*, 326 S.W.2d 699, 704 (Tex. 1959) (emphasis added). As set forth in *Texas Municipal League*, the statute (or other legislative act) must "(1) ensure that the statute's predominant purpose is to accomplish a public purpose, not to benefit private parties; (2) retain public control over the funds to ensure that the public purpose is accomplished and to protect the public's investment; and (3) ensure that the political subdivision receives a return benefit." 74 S.W.3d at 384 (internal citations omitted).

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<sup>33</sup> The State argues Uplift Harris must satisfy both grounds, not just one to satisfy *Texas Municipal League* and § 52(a). Mot. 4. The State is wrong. *See, e.g., Chisholm Trail SUD Stakeholders Grp. v. Chisholm Trail Special Util. Dist.*, 2017 WL 2062258, at \*5-7 (Tex. App.—Austin May 11, 2017, pet. denied.). *Texas Municipal League* is clear that the grounds are disjunctive. *See* 74 S.W.3d at 383 (introducing the second ground with "Moreover, we have determined that section 52(a) does not prohibit . . ." (emphasis added)). It would make no sense to require "the political subdivision receives a return benefit" while also requiring that it "receive[] return consideration." *Id.* at 383-84. That the State must turn to a *different* constitutional provision (never cited below) to support its argument proves the point. *See* Mot. 4 (citing Tex. Const., art. XVI, § 6(a)). At any rate, Uplift Harris satisfies both grounds.

Uplift Harris’ public purposes are expressly set forth in the Harris County Commissioners Court record establishing the program: reducing poverty, reducing unemployment, improving the incentive and ability to work, providing financial security, boosting self-employment, improving health and educational outcomes, and increasing economic opportunity. Appendix Tab 1 at Ex. B. “[U]nless a court can say that” these purposes “are clearly not public purposes, it would not be justified in holding invalid a legislative act . . . providing funds for such purposes” *Davis*, 326 S.W.2d at 709 (quoting *Davis v. City of Taylor*, 67 S.W.2d 1033, 1034 (Tex. 1934)). Absent fraud—which is not alleged—if the Commissioners Court could reasonably conclude that Uplift Harris serves a public purpose, courts will not interfere. *See, e.g., KMS Retail Rowlett, LP v. City of Rowlett*, 593 S.W.3d 175, 189 (Tex. 2019).<sup>34</sup>

The State’s challenge to the first prong of that test (whether the program’s predominant purpose is a public one) fails out of the gate with a fatal concession: “the State does not dispute that providing assistance to the less fortunate is an

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<sup>34</sup> Some of these citations are to discussions of condemnation for a public use. This Court has said the evaluation of public use and public purpose are identically deferential. *See, e.g., City of Lubbock*, 326 S.W.2d at 709 (“The words ‘public purposes’ are no narrower than the words ‘public use’ discussed at length above. Since we have held property is taken for public use, it follows that the expenditure of funds on the same project would be for public purposes.”); *Hous. Auth. of City of Dallas v. Higginbotham*, 143 S.W.2d 79, 86 (Tex. 1940).

important public purpose.” Appendix Tab 3 at 10. Harris County agrees—Uplift Harris provides assistance to the less fortunate and thus serves an important public purpose. *See* Appendix Tab 1 at 17-19. Case closed.

While the State contends that the “predominant purpose is to benefit private people,” Pet. at 8, so would any aid to the poor—and aiding the poor intrinsically and tangibly benefits the public. The State does not and cannot provide a *legal* distinction between the predominant public purpose of existing welfare (and other anti-poverty) programs and this one, because there is none. What the State offers—that Harris County should have spent this money on “infrastructure,” Pet. 8—is merely a policy disagreement, but that is not a justiciable issue. *See City of Lubbock*, 326 S.W.2d at 704.

Uplift Harris clearly serves a legitimate public purpose and affords a clear public benefit received in return. Mr. Maddox testified to the various public purposes served by Uplift Harris:

The goals of the program included reducing poverty in Harris County, increasing employment, increasing the self-sufficiency of the program participants.

Appendix Tab 2 at 78:12-18.

***Not gratuitous.*** Uplift Harris is also not gratuitous. As relevant here, § 52(a) prohibits only a “*grant*” of “public money or thing of value in aid of, or to any

individual.” Tex. Const., art. III, § 52(a) (emphasis added). “Grant” in § 52(a) is synonymous with “gift” or “donation.” *See id.*, Interpretative Commentary. Thus, § 52(a) prohibits “*gratuitous* payments to individuals.” *Tex. Mun. League*, 74 S.W.3d at 383. But a “political subdivision’s paying public money is not ‘gratuitous’ if the political subdivision receives return consideration.” *Id.*

Harris County receives return consideration as the recipients are part of pilot commissioned by Harris County to aid future policy discussions. *See* Appendix Tab 2 at 73:3-75:25. The State bizarrely argues that this is no consideration because “receives the results of that study from a third party, not from the individuals who receive the Uplift Harris payments.” Mot. 4-5. But without those individuals, there are no results. Participation is consideration. And while State cites to one part of the study—a survey—that is voluntary, *see* MR.295, another part—tracking purchases is not, *see* MR.283; Appendix Tab 2 at 74:16-20.

**Controls.** Uplift Harris has sufficient controls. All *Texas Municipal League* requires is that there are controls sufficient enough to “accomplish” the public purpose of the program. 74 S.W.3d at 384. Where, as here, the public purpose of aiding the poor (and reaping its positive effects) is established, the only controls needed are ensuring that the beneficiaries of the program are indeed in the target population.

As prior Attorneys General have noted, public control of a public benefit is proved by enforcing eligibility criteria. *See, e.g.*, Tex. Att’y Gen. Op. JC-0244 (2000) (requiring proof of residency and financial need were sufficient controls for scholarships for architectural examination applicants). Nothing requires spending scarce resources micromanaging aid recipients’ use of funds. *See, e.g.*, Tex. Att’y Gen. Op. ORD 660 (1999) (rejecting agency’s argument that releasing valuable information under the PIA would be unconstitutional if requestor intended to use the information for commercial purposes). That is especially true here, where simply aiding the poor serves a public purpose and the recipients’ *spending* itself creates the return benefit.<sup>35</sup>

Mr. Maddox testified that applicants went through two rounds of screening to ensure that they met the eligibility criteria. Appendix Tab 2 at 90:18-92:2. In the second phase, the applicants were asked to provide documentation about their identity and income, which was then reviewed to ensure they met the requirements for the program and that no fraud occurred. *Id.*

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<sup>35</sup> *See generally* Jochen Hartwig, *Three views of the multiplier* 9-13, in *THE KEYNESIAN MULTIPLIER* (Claude Gnos & Louis-Philippe Rochon eds. 2008); *see also supra*, pp. 8-9 (detailing studies showing cash aid to poor is most likely to be immediately spent).



Mr. Maddox testified at length regarding *additional* controls employed in Uplift Harris. For example, he explained that the “confines of the terms and conditions of the program” include:

Requirements state that the individual must be a Harris County community member and remain a Harris County community member throughout the life of the program.

The funds cannot be used to support terrorism or fraud or corruption, to harm themselves or another program participant or for the promotion of any criminal activity.

And they must complete a short follow-up survey every month administered by GiveDirectly.

*Id.* at 69:8-22; *see also id.* at 85:25-86:22 (“This is a quality control measure to ensure the performance of the non-profit third-party administrator are meeting our expectations . . . .”); *id.* at 70:1-5, 72:10-20, 92:14-93:6 (recipients who no longer qualify or do not comply with restrictions will be removed from the program); *id.* at 92:3-13 (recipients accept terms and conditions and participate in the program); *id.* at 70:17-71:3, 63:23-64:5, 65:8-13, 73:14-23 (randomized trial), *id.* at 75:14-22. Accordingly, Uplift Harris contains more than sufficient controls to achieve its public purpose.

***Return benefit.*** While the Supreme Court’s *Texas Municipal League* test requires a “return benefit”, the State’s rigid requirement that Harris County identify a “statutory obligation,” Mot. 5, that Uplift Harris fulfills grossly overstates

that requirement. *See Tex. Mun. League*, 74 S.W.3d at 384. Even though the Attorney General is unable to see the public benefit to the County in helping the poor, this Court is not so blind. *See Higginbotham*, 143 S.W.2d at 85 (“[T]he entire community derives a benefit through the elimination of conditions giving rise to crime and disease.”).

Regardless, Harris County has identified a number of benefits it will receive from the program, including benefits to several of its statutory mandates and authority to fund public health and safety, and to promote economic development.<sup>36</sup> Mr. Maddox also explained the numerous benefits to the County, including both the direct and indirect economic benefits and the information benefit from running a pilot program and study. *Id.* at 72:25-75:2 (reducing poverty, increasing knowledge, receiving interim reports “look[ing] at how funds are being used” to “ensure we get robust information at the beginning, during and after the program”); *id.* at 75:14-

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<sup>36</sup> Harris County Commissioners Court sets the budget for all of county government, subject to levying of taxes from the public. *See generally* Tex. Loc. Gov’t Code chapter 111. This includes funding all county law enforcement agencies, and county public health efforts. Counties face a number of “unfunded mandates”—i.e., expenditures mandated by the Texas legislature that must be funded with local taxes. Many of these would be alleviated by the stated purposes of Uplift Harris. For instance, Harris County is responsible for indigent health care, including in the county jail. *See* Tex. Health & Safety Code § 61.022 (describing counties’ obligations to provide health care assistance to certain low-income residents); Tex. Code Crim. Proc. art. 104.002. Counties are also responsible for paying much of the costs of appointed attorneys for indigent criminal defendants. Tex. Code Crim. Pro. art. 1.051. It would be entirely reasonable for the Harris County Commissioners Court to conclude that Uplift Harris would alleviate these unfunded mandates, even if modestly.

76:12 (“[W]e have also seen that individuals who received these funds spend the money within their local communities. They spend the money at local shops, grocery stores, and thereby increasing the local economy.”). Harris County expects to derive numerous benefits:

The expected impact of the program has been reduced poverty, increased self-sufficiency of those program participants, the ability to find employment or all of these other community-level benefits that occur when you lift one or, in this case, 1,928 people up out of poverty.

*Id.* at 76:1-8; *see also id.* at 81:17-21 (Uplift Harris was “[e]xpected to reduce poverty, reduce unemployment, improve the incentive and ability to work, provide financial security and boost self-employment.”). “Having a lower poverty rate directly benefits Harris County government.” *Id.* at 76:9-14. The State disagrees with this policy determination, but that disagreement does not raise a constitutional question.

At every stage of this litigation, the State has thrown new arguments at the wall to see what sticks. The State now claims that Uplift Harris calls the funds a “gift,” effectively conceding the constitutional violation. Mot. at 4. Again, the State misrepresents the program. All that the Uplift Harris website says is that the “funding qualifies as a tax exempt charitable gift *under IRS rules.*” MR.277 (emphasis added). That says nothing about its compliance with Section 52(a) of the Texas Constitution. In any event, the Attorney General has made clear that counties can make charitable gifts (which this isn’t) with the appropriate documentation and

controls in place. *See* Tex. Att’y Gen. Op. JC-0439 (2001) (opining that county could grant funds to various nonprofit entities to accomplish a statutorily authorized purpose so long as adequate controls are in place); KP-0091 (2016) (opining that county could provide financial assistance to Boys and Girls Club for services to children under certain circumstances). That documentation and controls are present here.

**b. Section 51 is no obstacle to Uplift Harris.**

Relying on article III, § 51, the State argues that any assistance program for the poor must be expressly authorized by the Constitution. Pet 10-12; Mot. 6. The State never raised § 51 in the trial court, so that provision cannot aid the State on appeal. In any event, the State’s argument is unmoored from the Constitution’s text, which says no such thing. In any event, this argument contains another fatal concession: for “programs . . . funded through cooperative federalism, meeting federal statutory requirements to access those funds would satisfy the existing test for what constitutes a public purpose.” Appendix Tab 3 at 11 n.1 (citing *Tex. Mun. League*, 74 S.W.3d at 384). Uplift Harris is funded through cooperative federalism and its eligibility criteria satisfy federal requirements. *See supra*, pp. 8-9 (households at or below 300% of the poverty line are eligible for cash assistance using SLFRF money).

Further, the State’s constitutional interpretation fails on its own terms. Section 51 targets *State* programs and thus does not apply here. If § 51 applied here, § 52(a), which speaks directly to *county* grants of public money would be superfluous. The Attorney General’s office was at one time able to recognize this distinction between state- and county-level programs. *See, e.g.*, Tex. Att’y Gen. Op. GM-2578 (1940).

The precedent the State relies on confirms that State is looking in the wrong place. In *Bexar County v. Linden*, the Court in dicta said that § 51 “den[ies] to the Legislature any power to grant or to authorize the grant of public money” for public assistance except as authorized in § 51’s exceptions. 220 S.W. 761, 762 (1920). At the same time, however, the Court recognized that a chief purpose of *counties* is fulfilling the State’s obligation to “care of the poor.” *Id.* at 763; *see, e.g.*, Tex. Loc. Gov’t Code § 81.027 (“Each commissioners court may provide for the support of paupers, residents of their county, who are unable to support themselves.”). *Linden* did not contradict itself because county programs are different. *Linden* confirms that § 51 does not apply to counties.

As this Court just held, “[w]hen seeking to understand our founding documents, we cannot ignore the historical traditions and legal foundations upon which they were constructed.” *Hogan v. S. Methodist Univ.*, 2024 WL 1819826, at \*6

(Tex. Apr. 26, 2024). Since the dawn of the Republic of Texas, statutes have required and permitted counties to care for the indigent.<sup>37</sup> These laws were “known to the framers of the 1876 Constitution” when the gift clauses were introduced. *Hogan*, 2024 WL 1819826, at \*6. Indeed, that same year, the Legislature re-enacted the statute *requiring* counties to care for the poor.<sup>38</sup> This Court “should therefore reject the suggestion that the 1876 Constitution’s prohibition on [gifts] was understood at the time of its adoption as a categorical prohibition on” aid to the poor. *Hogan*, 2024 WL 1819826, at \*6.

And in any case, § 51 expressly does not prevent aid in cases of public calamity: “provided that the provisions of this Section shall not be construed so as to prevent the grant of aid in cases of public calamity.” Tex. Const. art. III, § 51. Uplift Harris is a response to the negative economic impacts of “a public calamity” — the COVID-19 pandemic—and thus falls under § 51’s current express exception. *See* Appendix

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<sup>37</sup> The first Congress of the Republic provided: “It shall be the duty of said board of commissioners to provide, at the expense of the county, for the support of the indigent, lame, and blind persons, who are unable to support themselves.” Act approved Dec. 20, 1836, 1st Cong., R.S., § 29, 1836 Repub. Tex. Laws 146, 141 *reprinted in* 1 H.P.N. Gammel, *The Laws of Texas 1822-1897*, at 1201, 1206 (Austin, Gammel Book Co. 1898). The Legislature repeatedly enacted statutes requiring counties to provide for the indigent. Act approved Mar. 16, 1848, 2d Leg., R.S., ch. 98, § 3, 1848 Tex. Gen. Laws 113, *reprinted in* 3 H.P.N. Gammel, *The Laws of Texas 1822-1897*, at 113 (Austin, Gammel Book Co. 1898); Tex. Rev. Civ. Stat. art. 2351 § 11. Counties today are statutorily permitted to care for the poor. Tex. Loc. Gov’t Code § 81.027.

<sup>38</sup> Act approved July 22, 1876, 15th Leg., R.S., ch. 55, § 4, 1876 Tex. Gen. Laws 51, 52, *reprinted in* 8 H.P.N. Gammel, *The Laws of Texas 1822-1897*, at 887, 888 (Austin, Gammel Book Co. 1898) (Appendix Tab 9).

Tab 1 at 17-18. The State says Uplift Harris’s eligibility criteria “have nothing to with COVID.” Pet. 12. The federal government and Harris County disagree. *See supra*, pp. 7-8; Section V.D.2. This policy disagreement has nothing to do with § 51.

**c. Uplift Harris is an exempt economic development program.**

In the alternative, even if Uplift Harris were prohibited by Sections 51 and 52(a) (it isn’t), these clauses are not relevant here because the Constitution expressly authorizes Uplift Harris in article III, § 52-a:

“Notwithstanding any other provision of this constitution, the legislature may provide for the creation of programs and the making of loans and grants of public money . . . for the public purposes of development and diversification of the economy of the state” and “the elimination of unemployment or underemployment in the state.”

Section 52-a is an express exception to other constitutional restrictions on spending public funds. *See Ex parte City of Irving*, 343 S.W.3d 850, 855 (Tex. App.—Dallas 2011, judgment vacated w.r.m.); *see also* House Cmte. On Science and Technology, Bill Analysis: CSHJR 5 (Mar. 25, 1987) (expressly identifying article III, §§ 51 and 52 as constitutional impediments that section 52–a was intended to overcome). Sections 51 and 52 (and the *Texas Municipal League* test) do not apply to economic development programs authorized by § 52-a: the authority under § 52-a exists “[n]otwithstanding any other provision of this constitution.” Tex. Const. art. III, § 52-a.

In turn, Local Government Code § 381.003(a) grants counties the authority to administer community and economic development projects authorized by federal law. *See also* Tex. Loc. Gov't Code § 381.004 (authorizing counties' "making . . . grants of public money" in economic development programs not tied to federal law).

Uplift Harris is a federally authorized program aimed at improving the economy and reducing unemployment and underemployment. Appendix Tab 1 at Ex. F, p. 99; Appendix Tab 2 at 78, 81 ("reduce unemployment, improve the incentive and ability to work, provide financial security and boost self-employment" (discussing Appendix Tab 1 at Ex. B)). Cash assistance under ARPA helps recipients return to economic life. And studies show that those with low to moderate income are the most likely to turn cash assistance immediately into commerce, for example by paying expenses for basic needs. *See supra*, nn.18-19. As Mr. Maddox explained: "[W]e have also seen that individuals who received these funds spend the money within their local communities. They spend the money at local shops, grocery stores, and thereby increasing the local economy." Appendix Tab 2 at 75:18-22.

Harris County raised § 52-a in the district court and in the court of appeals. Appendix Tab 1 at 16-17; Appendix Tab 4 at 32. The State has never disputed § 52-a's application. Because the State never contested Uplift Harris's constitutionality under § 52-a, the State has no right to mandamus relief. Section V.A.



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Commissioners courts have broad discretion to identify and achieve public purposes and public benefits. In fulfilling Harris County’s longstanding duty to aid the poor, aiding economic development, and increasing the knowledge base for future policy debates, Uplift Harris falls well within that discretion. It is constitutional.

**2. Uplift Harris does not violate the Equal Protection Clause.**

After conceding in the trial court that the rational basis test applies, Appendix Tab 2 at 125, the Attorney General implicitly urges this Court to abandon the rational basis test for equal-protection challenges like this one that do not involve a suspect class. *See* Pet. 12-14 (not even mentioning “rational basis”). Even so, the rational basis test controls: The “equal protection analysis requires that the classification be rationally related to a legitimate state interest.” *Sullivan v. University Interscholastic League*, 616 S.W.2d 170, 172 (Tex. 1981).

And as the U.S. Supreme Court recognized over fifty years ago, “[i]n the area of economics and social welfare, a State does not violate the Equal Protection Clause merely because the classifications made by its laws are imperfect. If the classification has some ‘reasonable basis,’ it does not offend the Constitution simply because the classification ‘is not made with mathematical nicety or because in practice it results

in some inequality.’” *Dandridge v. Williams*, 397 U.S. 471, 485 (1970) (internal citations omitted).

What’s more, the State does not even identify the classification it challenges, instead offering a word salad about “the source of the funds, the eligibility criteria, and the program’s putative purpose.” Pet. 12-13. The State’s argument goes nowhere from there.

The State complains that “Harris County has pointed to no real connection between COVID and its proposed payouts.” Pet. 14. The State is wrong. *See, e.g.*, Appendix Tab 4 at MR.404; Appendix Tab 1 at 4-6, 14; *id.* at Ex. A at 1, 2, 4, 11 (discussing connection between COVID and exacerbation of poverty in Harris County); Ex. B (“The COVID-19 Pandemic, along with high inflation rates, exacerbated the financial challenges low income families face throughout Harris County.”); Ex. D at p. 24 of 41 (“Help participants recover from the economic impacts of COVID-19”).<sup>39</sup> As recently as September 2023, the federal government reiterated that it “[r]ecogniz[es] that low-income households often experience deeper challenges recovering financially from a natural disaster.”<sup>40</sup> *See also Hogan*,

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<sup>39</sup> The State is also wrong that the “nature of the payments” is *sui generis*. Pet. 13; *see supra*, pp 8-9 & n.16.

<sup>40</sup> U.S. Dep’t Treasury, *Coronavirus State and Local Fiscal Recovery Funds: Interim Final Rule*, 88 Fed. Reg. 64986, 64994 (Sep. 20, 2023).

2024 WL 1819826 at \*1 (acknowledging “far greater hardships endured during the lockdowns—such as the loss of a family’s livelihood”); *id.* at \*2 (“The world, as we knew it, had been broken.”).

The Attorney General simply rejects that low-income households might recover more slowly from the disproportionate economic effects of the pandemic. But that is just a policy dispute, not a lack of a rational basis. More fundamentally, the Attorney General’s complaint about the connection to the pandemic does not identify a classification, the key to a rational basis analysis.

In any event, the rational basis test puts no burden on Harris County: “The party challenging the rationality of the legislative classification has the burden of negating every conceivable basis that might support it.” *Gardner v. Children’s Med. Ctr. of Dallas*, 402 S.W.3d 888, 892 (Tex. App.—Dallas 2013, no pet.) (citing *Heller v. Doe by Doe*, 509 U.S. 312, 320 (1993)). “It is not [the court’s] place to question the [government’s] policy decisions when conducting a rational basis review” of a program challenged on equal protection grounds. *Hebert v. Hopkins*, 395 S.W.3d 884 (Tex. App.—Austin 2013, no pet.).

The classification at issue in Uplift Harris is poverty—not random selection. The principal criteria for selection is income level. Appendix Tab 1 at Ex. D at p. 25 of 41; Appendix Tab 2 at 44:4-17, 66:22-67:9, 90:18-91:11. Random selection is

merely a means to allocate public moneys within that class. And income level is not an inherently suspect class triggering any higher standard of judicial review. *See Bell v. Low Income Women of Tex.*, 95 S.W.3d 253, 262 (Tex. 2002) (citing *Harris v. McRae*, 448 U.S. 297, 323 (1980)) (“Poverty, standing alone is not a suspect classification.”). Indeed, the U.S. Supreme Court has held that Texas’s alleged discrimination on the basis of wealth did not trigger strict scrutiny. *See San Antonio Indep. Sch. Dist. v. Rodriguez*, 411 U.S. 1, 18-28 (1973). The Court there rejected the contention that the “Texas system is unconstitutionally arbitrary because it allows the availability of local taxable resources to turn on ‘happenstance.’” *Id.* at 53-55.

The State does mention “random selection,” the focus of its claim below, but never as a classification. Pet. 13. Regardless, random selection among eligible participants is not an equal protection violation, especially when trying to distribute a scarce resource. All participants have an *equal* chance of selection, after all. *See Campbell v. Board of Educ.*, 310 F. Supp. 94, 103 (E.D.N.Y. 1970). And a lottery is a rational tool of government in use for millennia.<sup>41</sup> If it is good enough for military drafts and jury pools, it is good enough for public benefit pilot programs.

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<sup>41</sup> “The Archons of ancient Athens would undoubtedly have been surprised to learn that their selection by lot from among the citizenry was the result of an invidious discrimination.” *Campbell*, 310 F. Supp. at 103.

The State erroneously suggests there is something odd about distributing limited government benefits by lottery. Pet. 13-14. The State is again mistaken. Indeed, the State itself makes certain housing benefits dependent on the outcome of lotteries.<sup>42</sup> And college admissions.<sup>43</sup> Government use of lotteries for benefits abounds. *See, e.g.*, Dylan McGuinness, *City rolls back taxi rules, drops cap on permits*, Hous. Chron. (Sept. 19, 2021), 2021 WLNR 31940066 (describing lottery system for taxi medallions); *Oklahoma's Great Land Lottery Has Commenced*, Topeka Daily Capital at 1 (July 30, 1901). The State has no likelihood of succeeding on its equal protection claim.

### **CONCLUSION AND PRAYER**

The Court should deny the State's motion for emergency relief and lift the administrative stay. Real Parties in Interest respectfully request all other legal and equitable relief to which they are entitled.

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<sup>42</sup> Texas Department of Housing and Community Affairs, TDHCA announces Housing Choice Voucher Program pre-application for wait-list to open May 2 (April 28, 2022). <https://www.tdhca.texas.gov/news/tdhca-announces-housing-choice-voucher-program-pre-applications-wait-list-open-may-2> (“Of the pre-applications received, TDHCA will use a lottery system to randomly select 500 applicants . . . .”)

<sup>43</sup> 19 Tex. Admin. Code § 5.5(g) (Tex. Higher Educ. Coordinating Bd., Uniform Admission Policy) (providing for a “lottery in which all students qualified for automatic admission have an equal chance for selection”).

Dated: April 29, 2024

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I certify that on April 29, 2024, this document was served electronically via the Court's electronic filing system to all counsel of record.

/s/ Jonathan Fombonne  
Jonathan Fombonne

**CERTIFICATE OF COMPLIANCE**

Microsoft Word reports that this document contains 13,288 words, excluding exempted text.

/s/ Jonathan Fombonne  
Jonathan Fombonne

**In the Supreme Court of Texas**

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***IN RE STATE OF TEXAS,***

***Relator,***

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On Petition for a Writ of Mandamus to the Fourteenth Court of Appeals  
Cause No. 14-24-00290-CV

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**DECLARATION OF JONATHAN G.C. FOMBONNE**

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My name is Jonathan G.C. Fombonne. I am over the age of 18 years and am fully competent to make this affidavit. I am an attorney in the Office of the Harris County Attorney. I serve as counsel for Real Parties in Interest in the above-captioned case. I am admitted to practice law in the State of Texas. Based on my personal knowledge, the following facts are true and correct:

1. Attached at Appendix Tab 1 are true and correct copies of Harris County's Response to State of Texas' Application for Restraining Order and Injunctive Relief and Harris County's Plea to the Jurisdiction (including the exhibits attached thereto) filed on April 17, 2024, in the trial court in this case, *State of Texas v. Harris County et al.*, No. 2024-22320 (165th Jud. Dist. Ct. of Harris Cty., Tex.). For the Court's convenience, slip sheets have been added to separate the various exhibits.
2. The exhibits in Tab 1 (Exs. A through I) were admitted into evidence at the temporary injunction hearing in this case on April 18, 2024.



3. The exhibits in Tab 1 (Exs. A through I) were also attached to Harris County's Response to State's Motion for a Rule-29.3 Temporary Order filed in the Fourteenth Court in this case.

My name is Jonathan G.C. Fombonne, my date of birth is October 1, 1982, and my address is 1019 Congress Street, 15th Floor, Houston, Texas 77002, USA. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 29th day of April, 2024.



---

Jonathan G.C. Fombonne

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**In the Supreme Court of Texas**

---

***IN RE STATE OF TEXAS,***  
***Relator,***

---

**APPENDIX**

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<i>Item</i>	<i>Tab</i>
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Reporter’s Record, Temporary Injunction Hearing (MR.52-181) .....	2
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Harris County’s Response to State’s Motion for a Rule-29.3 Temporary Order (MR.368-410) .....	4
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**TAB 1**

CAUSE NO. 2024-22320

STATE OF TEXAS,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	
HARRIS COUNTY, TEXAS, HARRIS	§	
COUNTY COMMISSIONER COURT,	§	
LINA HIDALGO, in her official capacity	§	
as Harris County Judge, RODNEY ELLIS,	§	
in his official capacity as Commissioner of	§	
Harris County Precinct 1, ADRIAN	§	165 <sup>th</sup> JUDICIAL DISTRICT
GARCIA, in his official capacity as	§	
Commissioner of Harris County Precinct 2,	§	
TOM RAMSEY, in his official capacity as	§	
Commissioner of Harris County Precinct 3,	§	
and LESLEY BRIONES, in her official	§	
Capacity as Commissioner of Harris County	§	
Precinct 4, HARRIS COUNTY PUBLIC	§	
HEALTH, BARBIE ROBINSON, in her	§	
official capacity as Executive Director of	§	
Harris County Public Health,	§	
<i>Defendants.</i>	§	HARRIS COUNTY, TEXAS

**HARRIS COUNTY’S RESPONSE TO STATE OF TEXAS’ APPLICATION FOR RESTRAINING ORDER AND INJUNCTIVE RELIEF AND HARRIS COUNTY’S PLEA TO THE JURISDICTION**

HARRIS COUNTY, TEXAS, HARRIS COUNTY COMMISSIONER COURT, LINA HIDALGO, in her official capacity as Harris County Judge, RODNEY ELLIS, in his official capacity as Commissioner of Harris County Precinct 1, ADRIAN GARCIA, in his official capacity as Commissioner of Harris County Precinct 2, TOM RAMSEY, in his official capacity as Commissioner of Harris County Precinct 3, and LESLEY BRIONES, in her official capacity as Commissioner of Harris County Precinct 4, HARRIS COUNTY PUBLIC HEALTH, BARBIE ROBINSON, in her official capacity as Executive Director of Harris County Public Health (“Harris County or Harris County Defendants”) file this Response to the State’s Application for

Restraining Order and Injunctive Relief. Harris County also files its Plea to the Jurisdiction. In support of this Response and Plea to the Jurisdiction, Harris County shows the Court the following:

### **INTRODUCTION**

What happens when you mix: one excitable state senator with a strange obsession with Harris County’s leadership, a man more concerned with scoring cheap political points than actually helping Harris County residents; and one attorney general who uses his office to wage war on cities and counties to advance his cause du jour? You get this cruel and baseless lawsuit—a suit that has already caused turmoil in some of the poorest zip codes in Harris County by pulling the rug from under residents’ feet. It is a blatantly political stunt aimed at stopping Harris County’s “Uplift Harris” guaranteed basic program because it has the audacity to help poor residents of the County. And if Uplift Harris—which gives Harris County’s most vulnerable resident \$500 a month for 18 months—is enjoined, it is Harris County and its residents who will suffer.

Having failed to come up with a viable legal theory for its claims, the State instead focuses on cheap rhetoric like calling Uplift Harris the “Harris Handout” and a “socialist experiment by Lina Hidalgo and the progressive democrats responsible for the Harris County disaster”, whatever that means.<sup>1</sup> Indeed, the first few pages of the Petition could have been taken directly from the mouth of that state senator.<sup>2</sup> The State fails to accurately describe the goals of the program and broadly talks of Uplift Harris as a gift of public funds, ignoring that both in form and substance it fulfills traditional governmental functions: addressing poverty, crime, public health, and economic development.

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<sup>1</sup> See State of Texas’ Original Petition and Application for Temporary Restraining Order and Injunctive Relief (“Pet”) at 1.

<sup>2</sup> See “State Senator Paul Bettencourt challenges legality of Harris County’s guaranteed income pilot program”, Houston Public Media, January 18, 2024 <https://www.houstonpublicmedia.org/articles/news/harris-county/2024/01/18/474833/paul-bettencourt-challenges-guaranteed-income-harris-county-pilot-program-legality/>

This Court should reject these baseless arguments and deny the State’s request for injunctive relief. First, Uplift Harris does not constitute a gift of public funds in violation of Article III, Section 52(a) of the Texas Constitution. As the Texas Supreme Court has made clear, a government expenditure that confers a private benefit is not an unconstitutional gift if it serves a public purpose. Uplift Harris more than meets that standard by providing wide-ranging social and economic benefits to participating families and the broader community and economy. Further, other provisions of the Texas constitution confirm that these goals serve a public purpose by promoting economic development and addressing a public calamity, among other things.

Second, the Court should reject the State’s risible equal protection claim. That argument applies the wrong standard and is without merit. Uplift Harris simply does not violate Article I, Section 3 of the Texas Constitution because the program passes the rational basis test.

Finally—and perhaps most importantly—even if the State could plead a viable constitutional claim (it can’t), basic principles of equity counsel against granting injunctive relief. Specifically, because the State has sat on its hands over 10 months despite much public discussion and even a request for an Attorney General opinion from Senator Paul Bettencourt, it cannot come into court on the eve of the program’s start and seek emergency relief.

### **FACTS**

The Coronavirus Pandemic left almost 1.2 million Americans dead and resulted in almost seven million hospitalizations.<sup>3</sup> Businesses shut down, social distancing was strongly encouraged, education moved online, and travel ground to a halt. In April 2020, the national unemployment rate reached its highest level since 1948, it was also the most severe month-over-month decline in

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<sup>3</sup> Centers for Disease Control and Prevention, *COVID-19 Update for the United States*, CDC.GOV (Apr. 8, 2024, 3:21 PM ET) <https://covid.cdc.gov/covid-data-tracker/#datatracker-home>.

employment on record.<sup>4</sup> The pandemic caused weakness in supply chains which has resulted in persistent high inflation. In response, Congress passed, and the President signed, the American Rescue Plan Act (ARPA).<sup>5</sup>

#### **A. The American Rescue Plan Act**

Contrary to the State’s claim, ARPA was not passed exclusively to respond to the direct effects of the pandemic, such as healthcare costs and loss of life. Congress provided “State, local, and Tribal governments with significant resources to respond to the COVID-19 public health emergency and its *economic impacts*.”<sup>6</sup> ARPA was designed for funds to be used “[t]o respond to the public health emergency or its negative impacts, including *assistance to households*, small businesses, and nonprofits, or aid to impacted industries . . . .”<sup>7</sup> Congress undoubtedly chose to include economic impacts because they understood that “[l]ow income communities, people of color, and Tribal communities faced higher rates of infection, hospitalization, and death, as well as higher rates of unemployment and lack of basic necessities like food and housing.”<sup>8</sup> ARPA made funding available for innovative strategies to combat economic insecurity, including funding various guaranteed income programs throughout the country. Whether the pandemic is “over” is therefore irrelevant.<sup>9</sup>

The Treasury Department has made clear that uses of the funds need not be explicitly enumerated in the SLFRF final rule to be permitted under the federal program.<sup>10</sup> In any event, cash

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<sup>4</sup> U.S. Bureau of Labor Statistics, *Unemployment Rate [UNRATE]*, FRED.STLOUISFED.ORG (Apr. 5, 2024), <https://fred.stlouisfed.org/series/UNRATE>; U.S. Bureau of Labor Statistics, *Employment Level [LNU02000000]*, FRED.STLOUISFED.ORG (Apr. 5, 2024), <https://fred.stlouisfed.org/series/LNU02000000>, May 3, 2021.

<sup>5</sup> American Rescue Plan Act, 42 U.S.C. § 9901; Social Security Act, 42 U.S.C. § 602.

<sup>6</sup> 86 FR 26787.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> Pet. at 5.

<sup>10</sup> U.S. Dep’t of Treasury, *State and Local Fiscal Recovery Funds: “Final Rule: Frequently Asked Questions”* at FAQ 2.1 (Nov. 2023) <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>.

assistance is identified as an “eligible use” within the category of responses to the “negative economic impacts of the pandemic.”<sup>11</sup> The agency further explains:

**2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?** Yes. Cash transfers, like all eligible uses in the public health and negative economic impacts category, must respond to the negative economic impacts of the pandemic on a household or class of households. Recipients may presume that low- and moderate income households (as defined in the final rule), as well as households that experienced unemployment, food insecurity, or housing insecurity, experienced a negative economic impact due to the pandemic.<sup>12</sup>

In turn, “low- and moderate income” means up to 300% of the household’s federal poverty level. 31 C.F.R. § 35.3 (definitions). Because Uplift Harris does not provide cash assistance to any household with income in excess of 200% of the federal poverty line, it is authorized under APRA and SLFRF.

Even before the pandemic, Harris County was subject to significant disparities along racial and socio-economic lines with approximately 16.4% of Harris County residents considered to be persons living in poverty.<sup>13</sup> At least one group of experts concluded that life expectancy in Houston could vary by as much as 30 years depending on what zip code you live in.<sup>14</sup> Meanwhile, the cost of living has increased 15% over the last decade, and inflation is the highest it has been in over 40 years without commensurate increases.<sup>15</sup> Given that Harris County has such dramatic economic disparities it should come as no surprise that some communities in Harris County were hit harder than others.

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<sup>11</sup> See *id.* at FAQ 2.2.

<sup>12</sup> *Id.* at FAQ 2.4.

<sup>13</sup> United States Census Bureau, *QuickFacts Harris County, Texas*, CENSUS.GOV, <https://www.census.gov/quickfacts/harriscountytexas> (last visited 4/12/2024).

<sup>14</sup> Todd Ackerman, *Texans’ life expectancy varies wildly depending on zip code*, CHRON.COM (Feb. 27, 2019, 6:43 PM), <https://www.chron.com/news/houston-texas/houston/article/Texans-life-expectancy-varies-wildly-depending-13647558.php>.

<sup>15</sup> Episcopal Health Foundation, *Texans’ Views on the COVID-19 Pandemic*, EPISCOPALHEALTH.ORG (October 2020) [https://www.episcopalhealth.org/wp-content/uploads/2020/10/EHF-Texas-COVID-19-Study\\_FINAL-1.pdf](https://www.episcopalhealth.org/wp-content/uploads/2020/10/EHF-Texas-COVID-19-Study_FINAL-1.pdf); Data retrieved in April 2022. Consumer Price Index.



In response to the pandemic and the ensuing economic downturn, Harris County crafted an innovative solution to help its most vulnerable citizens. This plan was to use funds provided by ARPA to provide a guaranteed basic income to those most impacted by the pandemic.

## **B. Uplift Harris**

In June 2022, Harris County Commissioner Precinct One's office (Precinct One) approached Harris County Public Health Services (Public Health) with plans to develop an implementable guaranteed income program to assist lower income households in Harris County.<sup>16</sup> Precinct One presented data from studies in Texas and around the country that showed that similar programs have had significant positive effects on local communities. As part of the proposal, Precinct One laid out the plans for Harris County's own guaranteed income program called the Uplift Harris Guaranteed Income Pilot Program ("Uplift Harris").<sup>17</sup> Uplift Harris is funded with \$20.5 million from ARPA, specifically the "State and Local Fiscal Recovery Funds" (SLFRF). 42 U.S.C. §§ 802–03. Uplift Harris will provide \$500 monthly cash payments to 1,928 Harris County residents for 18 months.<sup>18</sup> assist the economic recovery of residents disproportionately impacted by the pandemic.

Two cohorts of applicants are eligible for Uplift Harris funds:

- *Geographic cohort*: Eligibility is based on income and geography. Applicant's household income must be below 200% of the federal poverty line (FPL) and reside in one of the ten identified high-poverty ZIP codes. About 70 % of applicants would be chosen from the geographic cohort.
- *ACCESS Harris cohort*: Active participants of Accessing Coordinated Care and Empowering Self Sufficiency (ACCESS) Harris are qualified to apply through their participation in ACCESS Harris and having a household income below 200% FPL.

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<sup>16</sup> See, Exhibit A, Harris County ARPA Project Summary, Uplift Harris Guarantee Income Pilot.

<sup>17</sup> *Id.*

<sup>18</sup> Participants can use the money however they see fit to meet their needs, except: To buy or support anything that would harm the safety and security of other participants in the Uplift Harris Guaranteed Income Pilot and/or other community members; for the promotion of and/or engagement in any criminal or illegal activities; to support any entities or individuals relating to terrorism. Such activities will lead to removal from the pilot.

These participants can reside anywhere in Harris County. About 30% of applicants would be chosen from the ACCESS cohort.

In assessing what populations would be best served by the implementation of Uplift Harris, Harris County considered median household income and percentage of the population that is considered to be living in poverty. Harris County knew as early as February 2023 that demand for benefits among eligible recipients would easily outpace the resources that had been appropriated for the program. As such, Precinct One and Public Health decided that a lottery system would be the most effective system for selecting participants from all eligible applicants. Uplift Harris received over 82,000 applications for the program, of which approximately 55,000 were eligible to receive benefits. From that pool, 1,928 were selected via lottery to take part in the program.

The expectation is that Uplift Harris will (1) reduce poverty, (2) reduce unemployment, (3) improve the incentive and ability to work, (4) provide financial security, (5) boost self-employment, and (6) improve health and educational outcomes.<sup>19</sup> These beneficial effects would not just be felt by those receiving the direct payments from the Uplift Harris program, they would create a positive externality that would be felt throughout the entire community. Data suggests that guaranteed income programs can be effective at getting participants off of longer -term welfare programs, increase food security, increase housing security, improve employment, and will stimulate local business in the communities where households are receiving the money.

### **C. Uplift Harris's Implementation Strategy**

On June 5, 2023, Harris County Judge Lina Hidalgo and Harris County Commissioner Rodney Ellis announced that Commissioner's Court planned on voting on Uplift Harris. That same

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<sup>19</sup> See, Exhibit B, Harris County Commissioners Court File 23-3277, Agenda 21 (June 6, 2023).

day, numerous news outlets, including NPR's Houston Public Media, reported on the announcement.<sup>20</sup>

On June 6, 2023, the Harris County Commissioners Court voted to approve Uplift Harris.<sup>21</sup> On September 19, 2023, Commissioners Court voted to retain data experts, Elite Research, LLC (Elite Research) to conduct a comprehensive evaluation of Uplift Harris.<sup>22</sup> The research will assess the impact of the program on participants and develop a model for administering and managing the program to determine how to scale it if additional funding were available. Deriving useful data is thus an important goal and benefit of Uplift Harris. In addition to helping community members, the data gleaned from this project will have the added value of providing Harris County with data necessary to improve its programs going forward and will add to the growing corpus on knowledge surrounding the efficacy of guaranteed income programs. Even if Uplift Harris were unsuccessful in achieving its goals of lifting communities out of poverty, the data gleaned would be essential to informing and retooling Harris County's approach towards current and future County programs.

On October 10, 2023, Commissioners Court voted to approve Public Health's decision to grant the day-to-day administration of Uplift Harris, to a third-party, GiveDirectly, under the supervision of Public Health.<sup>23</sup> GiveDirectly was chosen based on its proven experience administering projects of similar scope. As a part of the contract between Harris County and GiveDirectly the parties agreed the "providing the Services through participation in the Project serves a public purpose."<sup>24</sup> In its role as administrator, GiveDirectly is in charge of community

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<sup>20</sup> Patricia Ortiz, *Harris County Commissioners pass guaranteed income program for 1,500 families*, HOUSTONPUBLICMEDIA.ORG (June 7, 2023, 3:25 PM) <https://houstonpublicmedia.org/articles/news/harris-county/2023/06/05/453691/harris-county-commissioners-pass-guaranteed-income-program-for-1500-families>.

<sup>21</sup> *See*, Exhibit B, Harris County Commissioners Court File 23-3277, Agenda 21 (June 6, 2023).

<sup>22</sup> *See*, Exhibit C, Harris County Commissioners Court File 23-5217, Agenda 180 (September 19, 2023).

<sup>23</sup> *See*, Exhibit D, Harris County Commissioners Court File 23-6107, Agenda 409 (October 10, 2023).

<sup>24</sup> *Id.*

outreach, enrollment and administration, data tracking, monitoring, and reporting, as well as case management.

The contract with GiveDirectly states that GiveDirectly will never have more than \$5,000,000 in its possession at a time.<sup>25</sup> The contract also states that “[a]t the County’s election, but at least monthly, County will upon receipt of sufficient documentation (as determined by the County) . . . transfer the funds necessary to replenish the [account] in [GiveDirectly’s] possession up to \$5,000,000.00 until such time the County has transferred the full \$17,350,000.00 . . . for disbursement.”<sup>26</sup> Harris County retains the ability to cancel the contract with GiveDirectly for reasons of convenience or for cause.<sup>27</sup>

On January 12, 2024, the application period began for Uplift Harris. Applicants to Uplift Harris must fill out general information for the online application on the county website. In order to be selected, applicant must submit additional paperwork to GiveDirectly, in order to verify that the applicant is qualified. Once GiveDirectly determines that an applicant is qualified, the list of qualified applicants is given over to Elite Research to randomly select participants. Selected applicants are then required to sign an agreement with the County to receive funds.<sup>28</sup> Part of this agreement asks whether the participant is willing to share information with GiveDirectly, the data gleaned from participant spending habits will go to Harris County in order to craft future programs.<sup>29</sup> In signing the agreement, participants consent that they will not use the money to buy or support anything that would harm the safety and security of other participants in the Uplift Harris Guaranteed Income Pilot and/or other community members; for the promotion of and/or

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<sup>25</sup> *Id.* at 11.

<sup>26</sup> *Id.*

<sup>27</sup> *Id.* at 16-17.

<sup>28</sup> *See*, Exhibit E, UpLift Harris County Enrollment Form for selected participants.

<sup>29</sup> *Id.* at 12.

engagement in any criminal or illegal activities; and/or to support any entities or individuals relating to terrorism.<sup>30</sup> Such prohibited use of funds would lead to removal from the pilot.<sup>31</sup>

Harris County has already disbursed \$5,000,000.00 (five million) dollars to GiveDirectly for payment to eligible recipients.

#### **D. Other Programs**

Precinct One and Public Health looked to various guaranteed income programs from Texas and around the country in crafting Uplift Harris. In December 2020, San Antonio launched its own version of a guaranteed basic income program. The City of San Antonio gave about 1,000 low-income families an initial cash investment of \$1,908 and an additional \$400 every quarter through January 2023.<sup>32</sup> Applicants for San Antonio's program were required to be under 150% of the federal poverty line. The city paid for this program utilizing \$2 million of its federal pandemic relief funds as well as donations from private donors and organizations.<sup>33</sup> In May 2021, the City of Houston piloted a similar program that provided 110 households with \$375 per month.<sup>34</sup> Participants household income had to be at or below the poverty line. In September 2022, The City of Austin also crafted a guaranteed basic income program. The Austin Guaranteed Income Pilot enrolled 135 households to receive \$1,000 per month for one year. The City of Austin used survey data to measure whether the program was having measurable success. Findings from this survey

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<sup>30</sup> *Id.* at 4.

<sup>31</sup> *Id.*

<sup>32</sup> Iris Dimmick, *Cash without conditions: San Antonio's experiment with guaranteed income*, SANANTONIOREPORT.ORG (Jul. 19, 2022) <https://sanantonioreport.org/cash-without-conditions-san-antonio-experiment-guaranteed-income>.

<sup>33</sup> Allie Kelly and Noah Sheidlower, *San Antonio experimented with giving people \$5,108, no strings attached. They spent it on housing and school supplies for their kids*, BUSINESSINSIDER.COM (Mar. 14, 2024), <https://www.businessinsider.com/san-antonio-ubi-guaranteed-basic-income-housing-finances-austin-rent-2024-3>.

<sup>34</sup> Emma Whalen, *New Houston Fund for Social Justice and Economic Equity formed in George Floyd's memory*, COMMUNITYIMPACT.COM (May 20, 2021, 5:02 PM CDT) <https://communityimpact.com/houston/heights-river-oaks-montrose/2021/05/20/new-houston-fund-for-social-justice-and-economic-equity-formed-in-george-floyds-memory>.

data indicate that “many pilot program participants caught up on rent and were less likely to be concerned about eviction” and that participants “experience substantial improvements in food security” after six months.<sup>35</sup> The State has not sued to enjoin any of those programs.

Outside of Texas, various studies of guaranteed income programs have also shown positive impacts on health and employment. For example, the Saint Paul Prosperity Pilot showed that of the people enrolled in the pilot, employment increased from 49% to 63% by the end of the program. These participants also exhibited better long-term financial stability, with 7% transitioning to better quality homes.<sup>36</sup> In terms of health, participants showed fewer symptoms of anxiety and depression. Increases in quality of life were reported in many other studies as well, including pilot programs in California, Washington, Virginia, Kentucky, Alabama, and Louisiana. In addition to benefitting the individuals involved in the programs, there is proof that these programs can provide benefits to the community because short-term infusions of cash can reduce reliance on longer-term welfare programs. Additionally, reducing poverty has been shown to have a host of other public benefits, such as increasing development in economically downtrodden areas, improving educational outcomes, and reducing crime.

**E. The State of Texas had ample time to address legal questions but opted to wait until two weeks before implementation to act.**

On June 5, 2023, Harris County publicly stated that it was moving forward with Uplift Harris.<sup>37</sup> It has been 317 days since that announcement.<sup>38</sup> On January 24, 2024, State Senator Paul

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<sup>35</sup> Urban Institute, *Austin Guaranteed Income Pilot: Participant Outcomes at Six Months*, URBAN.ORG, chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.urban.org/sites/default/files/2023-08/Austin%20Guaranteed%20Income%20Pilot%20Participant%20Outcomes%20at%20Six%20Months.pdf (last visited 4/12/2023).

<sup>36</sup> Saint Paul, Minnesota, *Results of Saint Paul Guaranteed Income Pilot Show Increased Employment, Improved Outlook*, STPAUL.GOV (Dec. 18, 2023) <https://www.stpaul.gov/news/results-saint-paul-guaranteed-income-pilot-show-increased-employment-improved-outlook#:~:text=Mayor%20Melvin%20Carter%20and%20the,state%20and%20private%20philanthropic%20dollars>.

<sup>37</sup> See supra n. 20.

<sup>38</sup> As of April 17, 2024.

Bettencourt asked Attorney General Ken Paxton to provide an Attorney General Opinion as to whether Article III, Section 52(a) allowed for Texas local governments to provide a guaranteed basic income.<sup>39</sup> The current lawsuit followed almost three months later. It’s clear that the State has had ample time to file this lawsuit to enjoin Harris County’s actions. Unfortunately, it waited until two weeks before the program was to be implemented, and after \$5,000,000 had already been expended.

### **STANDARD OF REVIEW**

To be granted injunctive relief, a plaintiff must prove three elements: (1) a valid “cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent, and irreparable injury in the interim.” *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002).

### **ARGUMENT**

#### **I. THIS COURT MUST DENY THE STATE’S REQUEST FOR INJUNCTIVE RELIEF BECAUSE THE STATE CANNOT SUCCEED ON THE MERITS OF ITS CLAIMS.**

##### **A. Uplift Harris Does Not Violate the Texas Constitution’s Gift Clauses Because It Has a Clear Public Purpose.**

###### **i. Uplift Harris meets the Texas Municipal League test**

Uplift Harris’s guaranteed basic income program does not violate the Gift Clauses because it plainly serves a public purpose. As the Texas Supreme Court reaffirmed in *Texas Municipal League*, merely conferring a benefit on a private person does not make a grant of public funds unconstitutional. Indeed, much of government spending has benefits private parties, but that does not make it *per se* unconstitutional. While the State makes much of the allegedly “random”

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<sup>39</sup> Kenneth Niemeyer, *Texas senator says the plan to give poor residents a \$500 guaranteed basic income is unconstitutional*, BUSINESSINSIDER.COM (Jan. 20, 2024, 1:14 PM CST), <https://www.businessinsider.com/texas-paul-bettencourt-guaranteed-basic-income-ubi-uplift-harris-houston-2024-1>; Joshua Q. Nelson, *Texas lawmaker challenges ‘lottery socialism,’ urges state AG to rule on the universal income program*, FOXNEWS.COM (February 2, 2024, 5:00 AM EST) <https://www.foxnews.com/media/texas-lawmaker-challenges-lottery-socialism-urges-state-ag-rule-universal-income-program>.

process for selecting recipients, Uplift Harris is tailored to achieve its public purpose: lifting some of Harris County’s most vulnerable residents out of poverty while providing them the dignity to choose how to best spend their income. This program provides a return to the County by improving economic conditions, reducing poverty and crime, and improving public health. Accordingly, Uplift Harris is constitutionally sound.

The State claims that because Uplift Harris involves a “no strings attached” grant of federal stimulus dollars certain Harris County residents living in poverty, the program constitutes a gift of private funds in violation of the Texas Constitution’s Gift Clauses. The Gift Clauses read:

**Art. III, § 51:** The Legislature shall have no power to make any grant or authorize the making of any grant of public moneys to any individual . . . ; provided that the provisions of this Section shall not be construed so as to prevent the grant of aid in cases of public calamity.

**Art. III, § 52(a):** [T]he Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of[] or to any individual . . . .<sup>40</sup>

They are “intended ‘to prevent the application of public funds to private purposes; in other words, to prevent the gratuitous grant of such funds to any individual, corporation, or purpose whatsoever.’” *Edgewood ISD v. Meno*, 917 S.W.2d 717, 740 (Tex. 1995) (quoting *Byrd v. City of Dallas*, 6 S.W.2d 738, 740 (Tex. 1928)).

In *Texas Municipal League Intergovernmental Risk Pool v. Texas Workers’ Compensation Commission*, 74 S.W.3d 377 (Tex. 2002), the Texas Supreme court covered the current limitations on public spending imposed by the Gift Clauses. The Supreme Court held that § 52 “means that the Legislature cannot require *gratuitous* payments to individuals, associations, or corporations.” *Tex. Mun. League*, 74 S.W.3d at 383. But the Court also made clear that payments are not

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<sup>40</sup> See also Tex. Const. art. III, §§ 50, 55; *id.* art. XI, § 3; *id.* art. XVI, § 6(a).



gratuitous if “such payments: (1) serve[] a legitimate public purpose; and (2) afford[] a clear public benefit received in return.” *Id.* The Court then confirmed the three-part test to “determin[e]” if a law “accomplishes a legitimate public purpose”: (a) the law’s “predominant purpose is to accomplish a public purpose, not to benefit private parties”; (b) the law “retain[s] public control over the funds to ensure that the public purpose is accomplished and to protect the public’s investment”; and (c) the law “ensure[s] that the political subdivision receives a return benefit.” *Id.* at 384-85. Only “sufficient—not equal—return consideration” is required. *Id.* at 384. Uplift Harris meets this test, in spades.

As to the first prong of the test, Uplift Harris plainly serves several public purposes, which predominate over the benefits to individual recipients. Harris County Commissioners Court developed the program with clearly described goals to alleviate poverty exacerbated by the pandemic, and considered all the positive effects of guaranteed basic income programs across the country. Uplift Harris’s public purposes are thus clear: addressing poverty; promoting economic development; and allowing Harris County to study whether a guaranteed basic income program may be a viable and preferable method of assisting Harris County’s poorest residents. That county residents will also benefit privately from the receipt of Uplift Harris payments does not diminish its principal goals. And the State makes no attempt to address these myriad public purposes, stating in conclusory fashion that Uplift Harris “does not accomplish a public purpose.”<sup>41</sup> The State’s claim that Uplift Harris “directly benefits randomly selected individual residents of Harris County” is a half-truth at best because beneficiaries are selected based on their income levels and either zip code (selected based on levels of poverty) or participation in a Harris County integrated care-coordination model aimed at certain vulnerable populations. While the final selection of

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<sup>41</sup> Pet. at 7; *see also* p. 12.

participants is based on a lottery, the pool potential beneficiaries is anything but random and designed to achieve a clear public purpose.

Likewise, Uplift meets the second prong of the *Texas Municipal League* test because it has sufficient controls in the form of eligibility requirements that track its purposes and an exhaustive review process for applications to the program. *See, e.g.*, Tex. Att’y Gen. Op. JC-0244 (2000) (requiring proof of residency and financial need were sufficient controls for scholarships for architectural examination applicants). The participants in Uplift Harris agree not to spend the money on illegal uses, and to complete monthly surveys confirming their continued eligibility. In addition, Harris County retains sufficient controls over GiveDirectly to ensure proper administration of the program like the ability to control the transfer of funds and terminate the contract if necessary. Finally, ARPA itself creates an additional safeguard against the misuse of funds. Under ARPA, “[a]ny . . . county receiving [ARPA] funds . . . shall provide to the Secretary periodic reports providing a detailed accounting of the uses of such funds by such . . . county and including such other information as the Secretary may require.” 42 U.S.C. § 803(d).

Finally, Uplift provides the County with several return benefits. As discussed in connection with the first prong of the *Texas Municipal League* test, Harris County will enjoy a boost to its economic development by having fewer poor residents, residents who will presumably spend money in the local economy. It also benefits from the expected reductions in crime and improvements in public health. Finally, Harris County receives an added benefit from being able to study guaranteed income programs in the County in order to further refine the manner in which the County will spend money on economic development and poverty alleviation.

- ii. *Other provisions of the Texas Constitution confirm that Uplift Harris serves a public purpose*

Aside from the generally applicable test described by *Texas Municipal League*, the Constitution expressly carves out certain activities as legitimate public purposes. Most relevant here is Article III, § 52a, which states:

Notwithstanding any other provision of this constitution, the legislature may provide for the creation of programs and the making of . . . grant of public money . . . for the public purposes of development and diversification of the economy of the state, the elimination of unemployment or underemployment in the state, . . . or the development or expansion of . . . commerce in the state. . . .

Section 52-a makes clear that expenditures aimed at economic development serve a public purpose. As then-Attorney General Abbott explained in 2003, “[i]n essence, section 52-a establishes that economic development is a legitimate public purpose for public spending.” Tex. Att’y Gen. Op. GA-0071 (2003) (citing *Tex. Municipal League*, 74 S.W.3d at 383). Indeed, the opening of § 52-a shows that the Gift Clauses (and thus the *Texas Municipal League* test) do not even apply: “*Notwithstanding any other provision of this constitution.*” Thus, § 52-a’s text shows it relieves the need to independently show that economic development programs are not gratuitous.<sup>42</sup>

Uplift Harris serves an economic development purpose—particularly “to increase employment among participants.”<sup>43</sup> Cash assistance under ARPA helps recipients return to economic life. And studies show that those with low to moderate income are the most likely to turn cash assistance immediately into commerce, for example by paying expenses for basic needs.

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<sup>42</sup> See also House Cmte. On Science and Technology, Bill Analysis: CSHJR 5 (Mar. 25, 1987) (specifically mentioning the provisions of article III, §§ 51 and 52 as constitutional impediments that section 52–a was intended to overcome); *Ex parte City of Irving*, 343 S.W.3d 850, 855 (Tex. App.—Dallas 2011, judgment vacated w.r.m.) (rejecting Attorney General’s argument that § 52-a did not create an exception to other constitutional requirements).

<sup>43</sup> See, Exhibit F, *2023 Report* at 99.

See Bureau of Labor Statistics, *supra* n.1. Economic development also offers an obvious benefit to the public.

Article III, § 51 (the Gift Clause applying to the legislature) also carves out spending to address disasters like the coronavirus pandemic from the prohibition on gifts: “[T]he provisions of this Section shall not be construed so as to prevent the grant of aid in cases of *public calamity*.” That proviso makes clear responding to “a state-wide calamity” is “a proper function of state government.” *City of Aransas Pass v. Keeling*, 247 S.W. 818, 820 (Tex. 1923); *accord* Tex. Att’y Gen. Op. No. WW-1248 (1962) (endorsing constitutionality of expenditures in response to natural disasters); Tex. Gov’t Code ch. 418 (authorizing numerous programs to respond to disasters).

It follows that “[t]he use of . . . counties as agents of the state in the discharge of the state’s duty is in no wise inhibited by the Constitution.” *City of Aransas Pass*, 247 S.W. at 820. A county program granting aid in response to a public calamity, therefore, serves a public purpose. The pandemic surely qualifies as a public calamity—Governor Abbott issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for all counties in the State of Texas, and renewed that declaration monthly through June 2023. *See* Governor of the State of Tex., COVID-19 Disaster Declaration May 2023, 48 Tex. Reg. 2639, 2645-46 (2023). “Disaster” is synonymous with “public calamity.” Tex. Gov’t Code § 418.004(1). Governor Abbott has also expressly connected the “economic recovery from COVID-19” to the state of disaster. 48 Tex. Reg. at 2646.

The expenditure of public funds on alleviating poverty is also a recognized public purpose. Counties “are the means whereby the powers of the State are exerted through a form and agency of local government for the performance of those obligations which the State owes the people at large.” *Bexar Cnty. v. Linden*, 220 S.W. 761, 763 (Tex. 1920). Among those obligations, the State

uses counties “for the collection of taxes, for the diffusion of education, for the construction and maintenance of public highways, *and for the care of the poor.*” *Id.* (emphasis added); *accord Cummings v. Kendall Cnty.*, 26 S.W. 439, 440 (Tex. Civ. App. 1894). Indeed, the legislature has explicitly codified local governments’ ability to provide for the poor. *See* Tex. Local Gov’t Code § 81.027 (permitting a county to “provide for the support of paupers, residents of their county, who are unable to support themselves”).

Citing Article IX, § 14<sup>44</sup> of the Texas Constitution, the attorney general has concluded that a drought relief bill authorizing counties to loan to farmers money for the purchase of seed and feed was constitutional: “The care of poor and indigent inhabitants is recognized by the Constitution of this State as a proper subject for the expenditure of public funds”; and, “By the express wording of the Constitution, it is entirely clear that the fundamental law regards the relief of the poor as a public purpose, for which public money may be expended.” Tex. Att’y Gen. Op. (To Hon. E. A. Decherd, Jr., Mar. 4, 1918), 1916-1918 Tex. Att’y Gen. Biennial Rep. 851, 852. *See also* Tex. Att’y Gen. Op. No. GM-2474 (1940) (endorsing constitutionality of county program making monthly cash payments to persons employed in Works Progress Administration sewing rooms); Tex. Att’y Gen. Op. No. CM-0782 (1971) (endorsing expenditure of federal grant funds to assist needy population).

These conclusions find further support in the Supreme Court’s eminent domain jurisprudence: “The words ‘public purposes’ are no narrower than the words ‘public use’” in the eminent domain context. *Davis*, 326 S.W.2d at 709. The Supreme Court has held in the eminent domain context that “construction and operation of a low rent housing project” serves a public

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<sup>44</sup> This provision reads: “Each county in the State may provide, in such manner as may be prescribed by law, a Manual Labor Poor House and Farm, for taking care of, managing, employing and supplying the wants of its indigent and poor inhabitants.”

purpose, which “is to eliminate slums, from which the entire community derives a benefit through the elimination of conditions giving rise to crime and disease.” *Hous. Auth. of City of Dallas v. Higginbotham*, 143 S.W.2d 79, 81, 85 (Tex. 1940).

**B. Uplift Harris Does Not Violate the Equal Protection Clause of the Texas Constitution Because there is a Rational Basis to Using Random Selection to Finalize the Initial Cohort of Beneficiaries.**

Having failed to wrestle with the clear public purpose of Uplift Harris, the State fares no better with its half-baked equal protection claim. The State claims that while using selection criteria based on income and other indicators of poverty “might be considered valid classifications, Defendants cross the line from rational to arbitrary by selecting participants by random lottery.”<sup>45</sup> But the State’s challenge to the use of random selection to cull the number of eligible participants is subject to a rational basis review, and there are obviously rational reasons to use a lottery to provide a benefit when faced with limited resources.

Texas jurisprudence on Article I, Section 3 of the Texas Constitution (equal protection clause) is highly deferential to the government in most circumstances. “When the classification created by a [governmental] scheme neither infringes upon fundamental rights or interests nor burdens an inherently suspect class, equal protection analysis requires that the classification be rationally related to a legitimate state interest.” *Sullivan v. University Interscholastic League*, 616 S.W.2d 170, 172 (Tex. 1981). A classification by a governmental entity must under those circumstances must be sustained if the classification itself is “rationally related to a legitimate governmental purpose.” *Matter of H.Y.*, 512 S.W.3d 467 (Tex. App.—Houston [1st Dist.] 2016, pet. denied).

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<sup>45</sup> Pet. at 8.

As the State appears to concede, Uplift Harris does not infringe upon a fundamental right, nor does it burden an inherently suspect class. *See Bell v. Low Income Women of Tex.*, 95 S.W.3d 253, 262 (Tex. 2002) (citing *Harris v. McRae*, 448 U.S. 297, 323 (1980)) (“Poverty, standing alone is not a suspect classification.”). Therefore, any challenge to Uplift Harris under Article I, Section 3 of the Texas Constitution must fail if there are “any reasonably conceivable” facts that provide a rational basis for classification, *Matter of H.Y.*, 512 S.W.3d at 475, or any plausible reasons for its program participant selection process, *Martinez v. State*, 507 S.W.3d 914 (Tex. App.—Waco 2016, no pet.) (citing *F.C.C. v. Beach Communications, Inc.*, 508 U.S. 307, 314 (1993)).

“The party challenging the rationality of the legislative classification has the burden of negating every conceivable basis that might support it.” *Gardner v. Children’s Med. Ctr. Of Dallas*, 402 S.W.3d 888, 892 (Tex. App.—Dallas 2013, no pet.) (citing *Heller v. Doe by Doe*, 509 U.S. 312, 320 (1993)). “It is not [the court’s] place to question the [government’s] policy decisions when conducting a rational basis review” of a program challenged on equal protection grounds. *Hebert v. Hopkins*, 395 S.W.3d 884 (Tex. App.—Austin 2013, no pet.). And “determinations are ‘not subject to courtroom fact-finding and may be based on rational speculation unsupported by evidence or empirical data.’” *Klumb v. Houston Mun. Emps. Pension Sys.*, 458 S.W.3d 1, 13, (Tex. 2015) (quoting *FCC v. Beach Commc’ns, Inc.*, 508 U.S. 307, 315 (1993)).

In a world of limited resources, it is entirely reasonable to use a mechanism to limit the number of persons who may participate in the program. Governments frequently have to limit the availability of certain benefits. For example, due to limited supply of housing, persons seeking public housing must often be on a waitlist, and their ability to obtain housing will be different than other persons seeking public housing.<sup>46</sup> Random selection is simply another mechanism for

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<sup>46</sup> *See, e.g.*, Houston Housing Authority Public Housing Waitlist Administration, <https://housingforhouston.com/residents/public-housing/public-housing-waiting-list-administration-old/>.

distributing benefits in conditions of scarcity. Indeed, state agencies have used random selection in programs such as the Housing Choice Voucher Program, which is administered by the Texas Department of Housing and Community Affairs. In this program, “TDHCA [used] a lottery system to randomly select 500 applicants for placement on the wait list.”<sup>47</sup> Similarly, certain school districts with school choice programs, like the Houston Independent School District, use a lottery to allocate scarce spots at the district’s top schools, and many students are not able to access the school of their choice.<sup>48</sup> There is nothing irrational about using a lottery—especially once criteria targeting vulnerable populations have been applied to the applicant pool.

The selection process for Uplift participants cannot reasonably be described as “arbitrary.” Uplift Harris is designed to reduce poverty and unemployment, and to boost self-employment and improve health and educational outcomes in Harris County.<sup>49</sup> At this stage, Uplift Harris is a pilot program because pilot programs are commonly used – by counties, municipalities, and the Texas legislature<sup>50</sup> — as a small-scale, controlled way to test the efficacy and feasibility of a new initiative with a small sample of real-world users prior to full implementation.<sup>51</sup> Uplift Harris received over 82,000 applications. The State concedes that Harris County actively “reviewed individual applications” for eligibility.<sup>52</sup> Approximately 55,000 applicants were determined

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<sup>47</sup> Texas Department of Housing and Community Affairs, TDHCA announces Housing Choice Voucher Program pre-application for wait-list to open May 2 (April 28, 2022). [TDHCA announces Housing Choice Voucher Program pre-applications for wait-list to open May 2 | Texas Department of Housing and Community Affairs](https://www.tdhca.state.tx.us/newsroom/press-releases/2022/04/28/tdhca-announces-housing-choice-voucher-program-pre-applications-for-wait-list-to-open-may-2)

<sup>48</sup> Houston Independent School District, HISD School Choice Lottery. <https://www.houstonisd.org/schoolchoice>

<sup>49</sup> See, Exhibit B, Harris County Commissioners Court File 23-3277, Agenda 21 (June 6, 2023).

<sup>50</sup> See e.g., Apprenticeship Tax Refund Pilot Program, Texas Workforce Commission

<https://www.twc.texas.gov/programs/apprenticeship/tax-refund-pilot>; Fort Worth High Impact Pilot Program to Combat Homelessness <https://fortworthgov.legistar.com/LegislationDetail.aspx?ID=6572316&GUID=1577B60A-CB6E-43A4-A34F-52C8393CD675> Austin Guaranteed Income Pilot Program

<https://services.austintexas.gov/edims/pio/document.cfm?id=423280>; Travis County Diversion Center Pilot Program <https://traviscotx.portal.civicclerk.com/event/3083/media>.

<sup>51</sup> Malmqvist, J., Hellberg, K., Möllås, G., Rose, R., & Shevlin, M. (2019). Conducting the Pilot Study: A Neglected Part of the Research Process? Methodological Findings Supporting the Importance of Piloting in Qualitative Research Studies. *International Journal of Qualitative Methods*, 18. <https://doi.org/10.1177/1609406919878341>

<sup>52</sup> Pet. at pg. 6, para. 22; Pet. at pg. 9, para. 31.



eligible for the program, but that number had to be reduced to account for limited funding.<sup>53</sup> The process was fair and equitable because each eligible applicant had the same likelihood of selection to participate in Uplift Harris. Given all this, there is more than “any conceivable set of facts” to support Uplift Harris’s selection process. *Matter of H.Y.*, 512 S.W.3d at 475. Accordingly, the program’s classification and selection of eligible residents is supported by a rational basis.

The State relies on case law that applies a different “reasonable basis” standard, but seemingly ignores that those cases do not interpret Article I, Section 3.<sup>54</sup> In *Producers Ass’n of San Antonio v. City of San Antonio*, the court applied analyzed whether a classification was “reasonable and applie[d] equally to all persons who fall within the class” to see whether certain fees the city charged milk producers conflicted with specific state statutes on milk standards. 326 S.W.2d 222, 226 (Tex. App.—San Antonio 1959, writ ref’d n.r.e.). The case does not mention the equal protection clause. *See also Prudential Health Care Plan, Inc. v. Comm’r of Ins.*, 626 SW.2d 822, 83 (Tex. App.—Austin 1981, writ ref’d n.r.e.) (applying reasonable/equal treatment standard in the context of Article VIII, Section 1). And when the State does cite equal protection cases, those cases confirm that the rational basis standard applies. *See Crawford Chevrolet v. McLarty*, 519 S.W.2d 656, 661 (Tex. App.—Amarillo 1975, no writ) (“The test to be applied is whether there is any basis for the classification which could seem reasonable to the legislature.” (internal citations omitted)); *Inman v. R.R. Comm’n*, 478 S.W.2d 124, 127 (Tex.App.—Austin 1972). As explained above, the Uplift Harris selection criteria are not “arbitrary” and easily meet the rational basis standard. Accordingly, the State’s equal protection claim also fails.

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<sup>53</sup> Sarah Grunau, *Harris County’s guaranteed income program received more than 82,000 applications*, HOUSTON PUBLIC MEDIA. <https://www.houstonpublicmedia.org/articles/news/harris-county/2024/02/16/477797/harris-countys-guaranteed-income-program-received-more-than-82000-applications-2-percent-of-those-will-receive-payments/>; Uplift Harris FAQs, Selection, Enrollment, And Payment. <https://uplift.harriscountytexas.gov/FAQs>.

<sup>54</sup> Pet. at 8.

**II. THE COURT MUST DENY THE STATE’S REQUEST FOR INJUNCTIVE RELIEF BECAUSE THE STATE’S ALLEGED INJURY IS NOT PROBABLE OR IRREPARABLE.**

The State cannot succeed on its request for injunctive relief because its alleged injury is not “probable, imminent, and irreparable.” *Butnaru*, 84 S.W.3d at 204. Uplift Harris is authorized by several statutes, satisfies the three-part gift clause exception to Article III, § 52, as defined in *Texas Municipal League*, and does not violate Article I, § 3 because Commissioners Court had a rational basis for the program. *See supra* at I. A-B. Accordingly, because there is no violation of law, the State cannot prove it has suffered an alleged injury—probable or otherwise.

**III. THE COURT MUST DENY THE STATE’S REQUEST FOR INJUNCTIVE RELIEF TO PRESERVE THE STATUS QUO**

Although the State asks this Court to enjoin the implementation of Uplift Harris, the program has already been implemented and is currently in place. The County designed the program and completed processes and procedures for the program. Selection criteria were created and implemented. The program goals and requirements were communicated to Harris County residents. Harris County created and implemented an application process. The application process has concluded. Harris County thoroughly reviewed thousands of applications. Harris County selected eligible applicants. The eligible applicants were notified. The eligible applicants completed enrollments documents. A third-party administrator was engaged long ago, and that third-party administrator has already received \$5,000,000.00 in funds that will go to individual program recipients. Harris County also created two positions to implement Uplift Harris on June 27, 2023.<sup>55</sup> These two positions cost Harris County \$64,333 in 2023.<sup>56</sup> Because the County has

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<sup>55</sup> *See*, Exhibit G, Harris County Commissioners Court File 23-3277, Agenda 10 (June 27, 2023).

<sup>56</sup> *Id.*

already stood up this program, the status quo is this Court should deny the State’s application for a temporary injunction.

**IV. THE STATE’S REQUEST SHOULD BE DENIED BECAUSE IT UNREASONABLE DELAYED SEEKING INJUNCTIVE RELIEF AND STOPPING PAYMENTS ALREADY IN ROUTE TO NEEDY RESIDENTS IS NOT IN THE BEST INTEREST OF THE PUBLIC**

Issuance of injunctive relief “is largely controlled by equitable principles,” and equity “aids the diligent and not those who slumber on their rights.” *Rivercenter Assocs. v. Rivera*, 858 S.W.2d 366, 367 (Tex. 1993) (quoting *Callahan v. Giles*, 155 S.W.2d 793, 795 (Tex. 1941)). The Court, therefore, must balance the equities when determining whether to grant or deny a temporary injunction. When balancing the equities, a trial court is “bound to take into account other considerations evident on the face of the pleadings and in the evidence adduced at the temporary injunction hearing - for example, the issue of comparative injury or a balancing of the ‘equities’ and hardships, including a consideration of the important factor of the public interest.” *Methodist Hosps. of Dall. v. Tex. Indus. Accident Bd.*, 798 S.W.2d 651, 660 (Tex. App.—Austin 1990, writ dism’d w.o.j.) (superseded by statute on other grounds) (citing *Mitchell v. City of Temple*, 152 S.W.2d 1116, 1117 44 (Tex. Civ. App.—Austin 1941, writ ref’d w.o.m.).

This balancing clearly favors Harris County, as the evidence shows that Uplift Harris was implemented to positively impact Harris County residents with the intended goal of reducing poverty and its ill effects. The program is in full swing with County staff hired, recipients identified, and payments for the needy residents ready for disbursement. And now, at the eleventh hour, the State seeks to stop payments. In this case, the State unreasonably delayed in pursuing injunctive relief due to the ten-month gap between the creation of the program and the State’s actions. On June 6, 2023, the Harris County Commissioners Court created the Uplift Harris

Guaranteed Income Pilot Program and allocated \$20,500,000 in ARPA funds.<sup>57</sup> On June 27, 2023, Commissioners Court created new positions within Harris County Public Health to manage the program and allocated a portion of the program's budget for their compensation.<sup>58</sup> Although news of the program's creation was public, the State did not challenge its creation in June of 2023.

In July of 2023, Commissioners Court undertook a large-scale advertising campaign for Uplift Harris.<sup>59</sup> On September 19, 2023, Commissioner's Court retained experts to conduct a comprehensive evaluation of Uplift Harris and allocated a portion of the programs budget for evaluation expenses.<sup>60</sup> The total budget for evaluations is \$1,237,870.<sup>61</sup> On October 10, 2023, Commissioners Court contracted with GiveDirectly, Inc. to help manage the program.<sup>62</sup> Despite the fact that news of this program was public, a large-scale advertising campaign was underway, and a portion of the budget already spent to implement Uplift Harris, the State failed to challenge Uplift Harris in July, August, September, or October of 2023. On January 12, 2024, during the application period, Senator Bettencourt requested a legal opinion from the Attorney General on the legality of Uplift Harris, providing direct notice to the State.<sup>63</sup>

Despite the fact the State keeps a close eye on Harris County's actions, as the most populous county in the state, it failed to seek injunctive relief or challenge Uplift Harris until April 9, 2024 – more than 10 months after the program was created and only two weeks before payments were scheduled to start. This is an unreasonable delay, and it is not equitable for the State to seek

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<sup>57</sup> See, Exhibit B, Exhibit Harris County Commissioners Court File 23-3277, Agenda 21 (June 6, 2023).

<sup>58</sup> See, Exhibit G, Exhibit, Harris County Commissioners Court File 23-3777, Agenda 10 (June 27, 2023).

<sup>59</sup> See, Exhibit H, Harris County Commissioners Court File 23-3865, Agenda 15 (July 18, 2023).

<sup>60</sup> See, Exhibit C, Harris County Commissioners Court File 23-5217, Agenda 180 (Sept. 19, 2023)

<sup>61</sup> See, Exhibit I, Harris County Commissioners Court File 24-0445, Agenda 164 (Jan. 30, 2024).

<sup>62</sup> See, Exhibit D, Harris County Commissioners Court File 23-6107, Agenda 409 (Oct. 10, 2023).

<sup>63</sup> Sen. Paul Bettencourt, Re: Request for a legal opinion regarding guaranteed income programs (Jan. 12, 2024). <https://www.texasattorneygeneral.gov/sites/default/files/request-files/request/2024/RQ0529KP.pdf>

injunctive relief now, after Harris County has expended a significant number of hours and hundreds of thousands of taxpayer dollars.<sup>64</sup>

### **PLEA TO THE JURISDICTION**

This Court lacks jurisdiction and should dismiss with prejudice Harris County Defendants and all of the State’s claims and causes of action based on governmental immunity because (a) the State’s declaratory judgment and *ultra vires* claims fail as a matter of law and (b) the State lacks standing. *See* Response Brief *supra* Sections I. A-B.

“A plea to the jurisdiction challenges the court’s authority to decide a case.” *Heckman v. Williamson County*, 369 S.W.3d 137, 149 (Tex. 2012) (citation omitted). “The burden is on the plaintiff to affirmatively demonstrate the trial court’s jurisdiction.” *Id.* at 150 (citation omitted). “The trial court must determine at its earliest opportunity whether it has the constitutional or statutory authority to decide the case before allowing the litigation to proceed.” *Tex. Dep’t of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 226 (Tex. 2004) (citation omitted).

#### **I. DEFENDANTS ARE IMMUNE FROM SUIT BECAUSE THE STATE’S DECLARATORY JUDGMENT AND *ULTRA VIRES* CLAIMS FAIL AS A MATTER OF LAW**

Harris County Defendants incorporate all arguments in the Response sections above and reassert those same arguments here. As argued above, the State’s constitutional claims have no basis in law. *See supra* Section I. A-B. Although government entities are not immune from constitutional claims, that governmental immunity is waived only to the extent a plaintiff pleads a viable claim. *See Klumb* at 1, 8, 13, 14 (Tex. 2015); *Houston Firefighters’ Relief & Ret. Fund v. City of Houston*, 579 S.W.3d 792, 800-01 (Tex. App.—Houston [14th Dist.] 2019, pet. denied). Accordingly, Defendants are immune from suit.

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<sup>64</sup> *See e.g.*, Exhibit B, C, D, H.

Moreover, the State makes no effort to brief or prove a viable *ultra vires* claim. *See State v. Hollins*, 620 S.W.3d 400, 405 n. 20 (Tex. 2020) (for an *ultra vires* claim, “the plaintiff must plead and prove “that the officer acted without legal authority or failed to perform a purely ministerial act”) (quoting *City of El Paso v. Heinrich*, 284 S.W.3d 366, 373 (Tex. 2009)). The State cannot assert an *ultra vires* claim against Harris County, Texas or Commissioners Court. The State’s brief is also devoid of legal and factual argument about individual officials’ actions to perform a ministerial act. The State’s further fails to identify what alleged prospective acts, if any, of each named Commissioner it seeks to enjoin. For these reasons, the State’s *ultra vires* claim fails.

## **II. DEFENDANTS ARE IMMUNE FROM SUIT BECAUSE THE STATE LACKS STANDING**

Harris County Defendants incorporate their argument in the Response sections above and reassert those same arguments here. As the Texas Supreme Court has explained, “[s]tanding is a constitutional prerequisite to suit.” *Heckman*, 369 S.W.3d at 150 (citation omitted). “A court has no jurisdiction over a claim made by a plaintiff who lacks standing to assert it” and a court “must dismiss” all claims for which a plaintiff lacks standing. *Id.* (citation omitted) (emphasis added). To establish standing a plaintiff must plead facts that demonstrate an alleged injury is “concrete and particularized, actual or imminent, not hypothetical.” *Id.* at 155 (internal quotations and citations omitted).

Under Texas law, the State must show (1) an injury-in-fact that is (2) fairly traceable to Harris County’s conduct, and (3) that the State’s injury will be redressed by a decision in its favor. *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560 (1992); *see also In re Abbott*, 601 S.W.3d 802, 808 (Tex. 2020) (noting that Texas has adopted the *Lujan* factors). Defendants understand that the Texas Supreme Court has held that the State has standing to bring suit to enforce its own laws.

*State v. Naylor*, 466 S.W.3d 783, 803 (Tex. 2015). Defendants contend that this standing doctrine should be reexamined and preserves this argument for appeal.

Absent that theory of standing, the State has suffered no injury. First, the State challenges a Harris County program supported by *federal*—not State—funds. Second, the State’s requested relief—to dismantle the program and stop payments to Uplift Harris participants—will not redress a harm to the State. Accordingly, the State does not have standing and Defendants’ plea must be granted.

**PRAYER**

Harris County Defendants pray that the Court grant its Plea to the Jurisdiction and deny the State’s request for injunctive relief. Harris County Defendants further request such other and further relief, general and special, legal and equitable, to which they may show themselves justly entitled.

Respectfully submitted,

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DEPUTY COUNTY ATTORNEY AND FIRST  
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*/s/ Christopher Garza* \_\_\_\_\_  
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**ATTORNEYS FOR DEFENDANTS**

**CERTIFICATE OF SERVICE**

I hereby certify that on 17<sup>th</sup> day of April, 2024 a true and correct copy of the foregoing document was served via the Court's electronic filing system to all counsel of record.

*/s/ Christopher Garza*

CHRISTOPHER GARZA

Senior Assistant County Attorney



Ex. A

## EXHIBIT A

**Title of project:** Harris County ARPA Project Summary, Uplift Harris Guarantee Income Pilot

<b>Prepared by:</b>	Precinct 1	<b>Email:</b>	
<b>Relevant dept./org:</b>	Public Health Department	<b>Focus area/topic:</b>	Household Financial Assistance
<b>Working Group</b>	Family Financial Stability	<b>Existing program:</b>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

**Please describe the project idea:**

Guaranteed income programs ensure that all residents have an income floor. As poverty and inequality continue growing in our country and county, this pilot program would create the first guaranteed income program in a Texas County—providing monthly income for low-income families to meet their basic needs.

The COVID-19 Pandemic and economic fallout highlighted the financial challenges for low-income families, many of whom are just a paycheck away from losing their home or vehicle or being able to cover a financial emergency. A full-time job is not always enough to overcome poverty; many full-time workers find themselves unable to afford basic needs such as housing, healthcare, and food. More than 200,000 Harris County workers in the region (8.6% of the workforce) are considered “working poor,” who have at least one job, but whose income level places them below the federal poverty line due to a lack of working hours or low wages. With low-wage industries continuing to grow, there is a significant risk that the working poor population will increase, particularly among Hispanic and Black workers, contributing to income inequality.<sup>1</sup>

The lack of jobs with a living wage, paired with an increase in the cost of living, has caused many households to struggle to make ends meet. **A small monthly infusion of cash can be the difference between stability and falling deeper into poverty.** Existing safety-net programs such as Supplemental Food and Nutrition (SNAP), housing assistance through vouchers and rental assistance, Medicaid, etc. lift or keep millions of families above the poverty line each year. While these supports are helpful, one of the most effective antipoverty solutions, in the absence of jobs with a livable wage, is an increase in income. **Guaranteed Income and Universal Basic Income (UBI) programs provide continuous cash transfers to eligible low-income individuals and households, or other socially and economically vulnerable populations.** A guaranteed income pilot quickly provides cash assistance to families in need, with little bureaucracy, and can fill gaps left by existing social safety net programs.

Guaranteed Income programs are being implemented in cities and counties across the country and the world in countries such as Canada, Finland, and Kenya.<sup>2</sup> More than 50 U.S. mayors belong to the Mayors for Guaranteed Income, including the mayors of Houston and San Antonio, both who currently have guaranteed income pilots.<sup>3</sup>

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<sup>1</sup> Understand Houston. Economic Opportunity. Poverty and Social Mobility. *The Working Poor*. [Link](#).

<sup>2</sup> Nova, Ann. CNBC Market News. “[More Americans now support a universal basic income](#)”

<sup>3</sup> Please note that the City of Houston does *not* have an UBI or guaranteed income program. San Antonio has a guaranteed income pilot.

American Rescue Plan Act’s State and Local Fiscal Recovery Funds (SLFRF) presents an opportunity for a Guaranteed Income pilot in Harris County to address economic inequality and insecurity for low-income households most affected by the pandemic. The proposed Guaranteed Income program would begin as an 18-month pilot, with each participating household receiving \$500 per month. (Model programs often last up to 24 months and monthly income ranges from \$500-\$1,000.) The Guaranteed Income pilot would include funding for two cohorts: the first cohort to be selected by randomization in the top ten high poverty zip codes where residents have been adversely impacted by the COVID-19 pandemic and corresponding economic crisis; and the second cohort to be selected by identified priority populations under Accessing Coordinated Care and Empowering Self Sufficiency( ACCESS) a coordinated and client centered safety net service delivery model administered by Harris County Public Health. Funds would be available for ACCESS participants, to maximize the impact of targeted services offered to participants by Harris County agencies. *See targeted populations discussion on page 5.*

This pilot would also include a research and evaluation partner, such as a local university or research institution, to assist with the randomization process for eligible households and to assess the impact of the program. Randomizing the selection process within targeted zip codes follows the model of other successful Guaranteed Income programs implemented across the country. This selection process creates an opportunity to evaluate if unconditional transfers for targeted populations within Harris County can reduce income volatility and improve employment and health outcomes for extremely low-income residents.

### **Need & Potential Impact**

In 2020, Harris County, about 1.5M people (32.7% of the population) were living with incomes that qualify for federal benefits (e.g., WIC, Title V, CHIP, CSHCN) at 185% of the Federal Poverty Level (FPL).<sup>4</sup> About half of those people, 15.6% of the population in Harris County, had incomes that were at or below 100% FPL, the official poverty measure.<sup>5</sup> These are working households struggling to afford basic living costs. The annual cost-of-living in Texas per person (\$39,660) was more than three times as high as the federal poverty line (\$12,760) in 2020.<sup>6 7</sup> United Way similarly found that one in three households in the region was asset limited, income constrained, and employed (ALICE), further demonstrating that many working families struggled to make ends meet.<sup>8</sup> Harris County residents seemed to be disproportionately affected such that only about one in fifteen people who identified as white alone and not Hispanic or Latino lived below the poverty line versus one in five black or Latino residents. At the same time, income inequality is widening: the top 20% of households in Harris County received 53.5% of total income in 2017, compared to just 3% of income going to the bottom 20% of households.<sup>9</sup>

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<sup>4</sup> U.S. Census Bureau; American Community Survey, 2016-2020 American Community Survey 5-Year Estimates, Table S1701; generated by William Landon (26 September 2022)

<sup>5</sup> U.S. Census Bureau; American Community Survey, 2016-2020 American Community Survey 5-Year Estimates, Table S1701; generated by William Landon (26 September 2022)

<sup>6</sup> Bureau of Economic Analysis, Personal Consumption Expenditures by State, 2020. [Link](#).

<sup>7</sup> Office of the Assistant Secretary for Planning and Evaluation (ASPE). [Link](#).

<sup>8</sup> United Way, ALICE, Harris County. [Link](#).

<sup>9</sup> Understanding Houston. Economic Opportunity: How Opportunity and Prosperity Flow Through our Region. 2019. [Link](#).

Low-income Harris County residents struggle to meet basic needs, especially housing costs. Due to a limited supply of affordable housing, over 350,000 renters in Harris County paid more than 30% of household income towards rent and housing costs—meaning they were left with less money to cover other basic needs like food, healthcare and transportation.<sup>10</sup> The cost of living in the greater Houston area has increased 15% over the last decade,<sup>11</sup> while the minimum wage in Texas has remained \$7.25 since 2009. An hourly wage necessary to afford a two bedroom at fair market rate of \$1,176 would be \$22.62 an hour.<sup>12</sup> Increased cost of living most impacts lowest-income residents, and Houston’s inflation rate is the highest it has been in over 40 years.<sup>13</sup>

### *Potential Program Impact*

The Harris County Guaranteed Income proposal is modeled after the Stockton Economic Empowerment Demonstration (SEED), the first guaranteed income program in the United States with a full evaluation. The program began in February 2019, and provided 125 randomly selected residents a guaranteed income of \$500 per month<sup>14</sup> for 24 months. Recipients spent most income on necessities (food, utilities, transportation, etc.).<sup>15</sup> Outcomes include reduced income fluctuation and increased employment. One year after the program began, 40% of participants had full-time employment compared to 28% prior to the pilot, a 12% increase in employment versus only a 5% increase in the control group. In fact, unconditional income transfers can enable recipients to find full-time employment by providing the stability to look for and apply for jobs.<sup>16</sup> Despite the SEED demonstrating taking place during the pandemic, the evaluation also found better physical health outcomes reduced depression and anxiety, enhanced wellbeing, and more spare time for parents to spend with their children. According to SEED preliminary analysis, the guaranteed income alleviated financial scarcity creating new opportunities for self-determination, choice, goal-setting, and risk-taking.

The 2021 temporary expansion of the federal child tax credit (CTC) also revealed positive outcomes similar to the SEED initiative. The CTC provided families with up to \$3,600 per year for every child in the household under the age of six, and up to \$3,000 for every child between the ages of 6 and 17. Most families used payments for housing and utility cost, essential items for their children, and purchasing food. The CTC program also led to declines in credit card debt and reliance on high-cost financial services such as payday loans, declines in evictions, and the ability to better manage emergency expenses.<sup>17</sup>

Due to the lasting economic impact of COVID-19, the high cost of living and inflation, and low wages for many working poor households, a monthly transfer of \$500 will provide essential economic opportunities for households in poverty. Harris County’s pilot is also an opportunity to address income

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<sup>10</sup> U.S. Census Bureau; American Community Survey, 2016-2020 American Community Survey 5-Year Estimates, Table DP04; generated by William Landon (26 September 2022)

<sup>11</sup> Texans’ Views on the COVID-19 Pandemic in Harris County. 2020. [Link](#)

<sup>12</sup> This is more than three times the minimum wage. Annual income needed is \$47,040.

<sup>13</sup> Data retrieved in April 2022. Consumer Price Index.

<sup>14</sup> Receipts received checks mid-month on the 15<sup>th</sup> to alleviate the financial stress families’ face as the month progresses.

<sup>15</sup> SEED. Year 1 Preliminary Analysis Report.

<sup>16</sup> SEED Preliminary Analysis. Year 1. Final Report. [Link](#)

<sup>17</sup> Brookings Institute. The impacts of the 2021 expanded child tax credit on family employment, nutrition, and financial well-being. April 2022. [Link](#).

inequality and economic inequity by providing direct resources to households that live in neighborhoods that have faced long-term disinvestment. *See economic equity analysis and program principles for additional discussion.*

### **ARPA Eligibility**

According to the National League of Cities, since the start of the pandemic, at least 20 guaranteed income pilot programs have been planned or enacted across the country, as policymakers and nonprofit organizations recognize the value of recurring cash payments for communities facing acute financial crises and long-term economic instability.<sup>18</sup>

Several jurisdictions throughout the country have used ARPA funds to implement a guaranteed income pilot. For example, Los Angeles County initiated a pilot program using ARPA funding in the amount of \$16.3M.<sup>19</sup> The City of Milwaukee created a Guaranteed Income Pilot using ARPA funding that will be administered by their local United Way.<sup>20</sup> Chicago, Long Beach<sup>21</sup>, Minneapolis, Mountainview, and Cook County have also initiated pilots using ARPA funding.

According to the U.S. Department of Treasury guidance, ARPA State and Local Fiscal Recovery Fund (SLFRF) dollars are intended to “help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery” and address “negative economic impacts caused by the public health emergency”. Cash transfer programs are explicitly permitted if they focus on unemployed workers or low and moderate-income families, which have faced disproportionate economic harms due to the pandemic. The rule states:

“Cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers that are grossly in excess of such amounts would be outside the scope of eligible uses under sections 602(c)(1)(A) and 603(c)(1)(A) and could be subject to recoupment.”<sup>22</sup>

The deadline to use the funds is December 31, 2026, with a commitment requirement in 2024, which would allow the county to implement the program for 18 months beginning in Q4 2022 or Q1 2023.

*Please see additional discussion of regulatory analysis in the appendix.*

### **Program Design**

Guaranteed Income programs typically select participants through a randomized process. Applicants household income must be below 200% of the federal poverty line and may be eligible based on geography (e.g., zip code) or demographics (e.g., young adults exiting the foster care system). This proposal recommends 70% of funds be dispersed to residents selected through a randomization process in predetermined zip codes across the county and 30% of funds be available for supports for ACCESS

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<sup>18</sup> Guaranteed Income Pilot Projects with American Rescue Plan Act Funding - National League of Cities [Link](#)

<sup>19</sup> See appendix 1 for additional details on LA County UBI Program.

<sup>20</sup> Minneapolis Resolution. [Link](#)

<sup>21</sup> UBI Pilot program update. [Link](#)

<sup>22</sup>Treas. Reg. 31 CFR 35 at 33; and, National League of Cities. UBI Public Funding Fact Sheet, July 2021, <https://static1.squarespace.com/static/5ff389cdfc59c20e2cc778a1/t/60edafbb46a7611a87d1292f/1626189756414/Public+Funding+Fact+Sheet+July+2021+FINAL.pdf>

Harris participants. Based on this division, approximately 1,072 participants will be selected through geographic targeting and 400 participants will be selected through two ACCESS targeted populations.

*Payment Amount and Frequency*

Program participants would receive \$500 every month for 18 months. Depending on the funding level for the program, 1,472 or 1,599 participants could enroll in Harris County's guaranteed income program.

## Target Populations

### *Participant Population #1: Low-Income Residents in Select High-Poverty Zip Codes<sup>23</sup>*

The proposed program focuses on extremely low-income households (at or below 200% of the federal poverty level) living in areas with high levels of poverty.<sup>24</sup> The pilot could target the top 10 zip codes with the highest poverty rate. This proposal recommends targeting the top 10 zip codes, regardless of precinct to reach the areas with highest need. The top 10 Zip codes with highest level of poverty are captured in the table below.

	Neighborhood Name	Zip Code	Median Income	People in Poverty	% in Pct 1	% in Pct 2	% in Pct 3	% in Pct 4
1	Forest Acres	77050	\$33,542	46.5%	100%	0%	0%	0%
2	Eastex/ Jensen	77093	\$33,035	38.0%	0%	100%	0%	0%
3	Sunnyside	77051	\$35,760	37.8%	100%	0%	0%	0%
4	Northgate	77060	\$34,195	34.8%	25%	75%	0%	0%
5	Settegast	77028	\$29,487	34.2%	100%	0%	0%	0%
6	South Park	77033	\$36,750	34.2%	100%	0%	0%	0%
7	Greater Fifth Ward	77026	\$31,744	32.0%	100%	0%	0%	0%
8	Gulfton	77081	\$37,594	31.9%	0%	0%	0%	100%
9	Galena Park	77547	\$44,330	31.8%	0%	100%	0%	0%
10	Acres Homes	77091	\$32,441	29.5%	90%	10%	0%	0%

### *Participant Population #2: ACCESS Harris Participants (Guaranteed Income + Services)*

The second cohort will include participants in ACCESS programs. ACCESS is a safety net service delivery model operated by Harris County Public Health that aims to improve the health, well-being, sustained recovery, and self-sufficiency of the County’s most vulnerable residents, especially those who already interact with or could benefit from public and non-profit agencies that support housing, health, and economic needs. By coordinating cross-department services, ACCESS Harris reduces duplication of services, maximizes opportunities to provide needed services, addresses inequities, and reduce healthcare and system costs.

<sup>23</sup> Table is updated using New 2017-2021 ACS 5-year data (census.org) released on Dec. 8, 2022

<sup>24</sup> According to Treasury Guidance for the State and Local Recovery Fiscal Fund, Final Rule. Low- or moderate-income households and communities are those with (i) income at or below 300% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data.

Unified access to community services in this manner will help to ease the burden of extensive eligibility requirements, redundant service and documentation requests, and navigating the maze of available Harris County services. In the ACCESS Harris model, care coordination is tailored to meet the needs of the identified cohorts: Violence Prevention, Homeless Physical and Behavioral Health, Maternal Health, Reentry and Transitional Age Youth. The Guaranteed Income program will be available to participants in the Violence Prevention and Maternal Health cohorts, which will both be operating by early 2023 (the other cohorts are not expected to launch until later).

**Proposed Budget Range**

The total program budget requested is \$20.5 million, including monthly income to participants, administration costs, and an independent evaluation. Depending on the total program funding, a Guaranteed Income program will serve between 1,400-1,600 households.

***Estimated Program Budget***

<b>Estimated Uplift Guaranteed Income Pilot Budget</b>		
<b>Cost</b>		<b>Amount</b>
<b><u>Guaranteed Income</u></b>		<b>\$20.5M</b>
Total Investment Amount		
<b>Cash Payments</b>		
Number of Participants Receiving Monthly Cash Payments for Participants ~1,400-1,600		17,350,000
<b>Program Administration Cost</b>		
<i>Overall Program administration cost is 10% of total budget</i>		
<b>Public Health Contract Administration Cost</b>		\$405,858
<i>Public Health Project Manager *24 months</i> Contract Monitoring. Responsible for the management of timeline, communication, and coordination between the 3rd Party Administrator, Evaluator, HCPH, and ARPA PMO	\$265,902	
<i>Part-Time Case Manager *24 months</i> Responsible for case management and outreach for the ACCESS cohort	\$120,096	
<i>Staff Travel</i>	\$7,500	
<i>Staff Supplies</i>	\$8,360	



<i>Communication</i>	\$2,000	
<i>Community Outreach</i>	\$2,000	
<b>Third Party Non-Profit Administrator RFP</b>		\$1,740,600
<b>Evaluation Cost</b>		
<b>Independent Evaluation</b>		<b>\$1,000,000</b>
<b>Total Cost</b>		<b>\$20,496,458</b>

### **Program Administrator**

It is recommended that a nonprofit organization administer the traditional geographic-based Guaranteed Income program and the ACCESS Guaranteed Income pilot.<sup>25</sup> The proposal recommends that Public Health provide contract administration and monitoring for the third-party administrator. Guaranteed Income programs are most often administered by a third-party nonprofit administrator or in some cases a local public health department or department focused on families and income support. Disbursement of funds are typically provided through a prepaid debit card issued in each recipient’s name during the middle of the month.<sup>26</sup> The timing of monthly disbursements should be designed based on community and stakeholder feedback, including input from focus groups with residents from the identified high-poverty zip codes, with special consideration for the “unbanked” population.<sup>27</sup> It is recommended that the county issue a request for proposals targeting nonprofit organizations for a third-party administrator for the geographic targeted cohort based on the listed activities below.

#### *Duties and Responsibilities of Administrator*

##### Community Outreach

- Conduct community outreach and education on Guaranteed Income Pilot within eligible zip codes<sup>28</sup>

<sup>25</sup> In terms of administrative structure it is recommended that: 3rd party administrator manages all parts of program for geographic/randomized cohort; 3rd party administrator disperses payments to ACCESS cohort; Public Health handles case management and outreach for ACCESS cohort; Public Health monitors the contract of 3rd party administrator and evaluator.

<sup>26</sup> SEED. Stockton Economic Empowerment Demonstration. Preliminary Analysis. Link.

<sup>27</sup> Community involvement efforts could include focus groups from the identified high poverty zip codes to provide information on questions such as:

- Do you or members of your family have access to a bank?
- What is the most accessible way to receive cash payments?
- At what point in the month is additional cash needed? ( For example, at the end of the month or the middle of month depending on benefits from other public assistance programs).
- What form of payment do you traditionally use to pay for rent, groceries, gas, medicine and other essential needs?

- In coordination with Harris County, develop communication strategies to inform communities of guaranteed income pilot.
- Conduct community outreach targeted color to priority populations, and other hard to reach communities in within Harris County in strong cultural competent manner.
- Leverage technology and established community networks to inform communities of pilot.

#### Enrollment and Administration

- Work with the County to ensure eligibility criteria will accurately target populations of greatest need.
- Work with the County to develop an inclusive and accessible application for guaranteed income pilot
- Assist potential participants with their application
- Offer direct application assistance and troubleshooting via phone and/or online chat to applicants (during normal business hours at a minimum).
- Develop support options for applicants needing support after traditional business hours
- Verify eligibility and enroll eligible applications into Harris County’s Guaranteed Income Pilot
- Keep applicants updated and informed on the status of their application, and whether additional eligibility documentation or other information is necessary.
- Administer monthly payments to participants through debit cards or other form of payment
- Incorporate digital case management best practices such as multilingual automatic notifications for applicants via text and email, status checkers, as well as other communication alternatives such as access to phone number to connect with the assigned case manager.

#### Data Tracking, Program Monitoring, and Reporting

- Create a dashboard, or other method, for the County and other program partners to track and monitor application submissions, the lottery process, and cash distribution metrics.
- Monitor progress as outlined in all contractual agreements and be responsible for submitting reports as required by the County and federal ARPA requirements.
- Work with the County, Harris County Public Health, and the Evaluation Partner to capture all necessary data for reporting and evaluation.
- Support the identification of KPIs and perform an equity analysis as part of the evaluation.

#### Case Management

- Hire case managers to navigate benefits cliff
- In coordination with the County and Harris County Public health department, provide enrollment and benefits counseling.
- Third Party administrator will be responsible for confirming the participants’ preferred payment option (direct deposit, debit card, e-debit card, etc.), signing and processing any necessary paperwork, and conducting a benefits counseling session with each participant to review which public benefits they are enrolled in and ensure they understand which benefits will and will not be impacted by participating in the Program.

- If a participant chooses to drop out prior to the first cash payment, the third-party administrator will randomly select a new participant from the appropriate waitlist and follow the same procedure for the remaining duration of the pilot.

### **Program Considerations**

There are several program design elements to consider when implementing guaranteed income program such as:

- **Benefits Cliff:** Cash assistance payments may affect the recipients' eligibility for other benefit programs. *Texas Mun. League*, 74 S.W.3d at 383.<sup>29</sup> Accordingly, it is recommended that recipients of any additional cash benefits be informed about the potential effect of receiving additional income. To mitigate the risk that guaranteed income will push participants over a "benefits cliff," the Guaranteed Income pilot should target extremely low households making no more than 200% of the Federal Poverty Line (FPL) and provide a monthly subsidy of no more than \$500 per month. This reduces the likelihood that households would exceed income limitations for housing assistance and food assistance, roughly \$40,000 for a household of four, prior to receiving a monthly subsidy. The Guaranteed Income pilot could also work with local agencies to pursue a waiver exempting the cash benefits from being included in income eligibility calculations. The City of Stockton took this waiver approach for the SEED demonstration and provided benefits counseling during the onboarding process.<sup>30</sup> Finally, the program should fund case managers to support participants in navigating the benefits cliff and plan for transitioning off the Guaranteed Income program after the 18-month pilot period. *See budget.*
- **Eligibility for Immigrant Households.** Since funding for the Guaranteed Income pilot would come from ARPA federal funds, there will be eligibility restrictions for non-citizens. Therefore, the County may need to consider using general fund and unrestricted dollars or partner with a non-governmental organization to serve non-citizen households who participate in the Guaranteed Income program. *See additional Regulatory Analysis, below.* East Los Angeles County used grants and individual contributions for their program that specifically focused on undocumented individuals.<sup>31</sup> The County could also consider using general funds to serve immigrant households.
- **Legality of Targeting Identified Populations.** Policy will need to ensure that there will be no legal implications for targeting special subpopulations, for example by zip code.

## **APPENDIX**

### **Economic Indicators and Situational Analysis:**

COVID-19 has adversely impacted the Houston and Harris County region. Quantitative and qualitative data demonstrate that low-income residents are often stuck between addressing immediate survival concerns (such as paying rent) and longer-term concerns (such as paying down debt). The Guaranteed Income pilot is an opportunity to directly provide assistance to those who need it the most; versus

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<sup>29</sup> Harris County Attorney's Office. ARPA Child Tax Credit Memo Dated 6-7-21.

<sup>30</sup> SEED. Stockton Economic Empowerment Demonstration. Preliminary Analysis. [Link](#)

<sup>31</sup> [Designing a Responsive Program: Supporting Mariachi and Street Vendors in East LA | Prosperity Now](#)

putting resources into the hands of large corporations and businesses who have seen large profits during the COVID-19 pandemic and corresponding economic crisis. During the economic downturn following the pandemic, 45 of the 50 most valuable publicly traded U.S. companies turned a profit, a *Washington Post* analysis found. Despite those corporations' success, at least 27 of the 50 largest firms held layoffs this year, collectively cutting more than 100,000 workers, the same analysis found. Historically, trickle-down theory economics have not benefited low and moderate income workers. For example, under the Bush Administration, income taxes with the Economic Growth and Relief Reconciliation Act that ended the recession in 2003, unemployment rose by 6% due to the lag in time for companies to rehire; similarly, the trickle down policies under the Reagan Administration government spending increased by 2.5% a year, yet the poverty rate rose from 11% to nearly 15%. Under both administrations' trick-down economic policies, income inequality worsened, and the top 1% saw their income triple. Instead of trickling down, it appears that prosperity trickled up.

The economic stimulus checks and Child Tax Credit payments provided by the federal government during the pandemic were a lifeline for many low and moderate-income households. These checks were used to pay for core needs like food, rent, and utilities, and resulted in a nationwide decrease in poverty. Cash assistance is a simple and powerful way for governments to support residents working hard to regain stability and build a better life for themselves and their families. The local data points below highlight the need for cash assistance to low-income households.

### **Data Points and Economic Justification**

- The unemployment rate in the Houston area reached historically high levels of 14.3% in April and 13.9% in May 2020.
- According to a survey by the University of Houston, 20% of respondents reported that someone in their household experienced a job loss and over 70% of respondents had been laid off or received salary cuts for more than one month.
- Due to job uncertainty, in May of 2020 15% of respondents in the Household Pulse Survey for the Census revealed that households had no confidence in making rental or mortgage payments or were forced to defer their payments.<sup>32</sup>

#### *Understanding Houston Economic Opportunity*

- In 2017, 40% of households, over 800,000 altogether are living in poverty and are asset-limited, income constrained, and employed (or ALICE) and struggle to afford basic living costs across the three-county area.
- Family financial stability is further put at risk with about a third of residents having subprime, high-risk credit and lower levels of access to credit than the national average.
- About one in five children is living in poverty resulting in early challenges that make it abundantly difficult for children to succeed academically.
- Growing income inequality in the City of Houston is the most concerning trend, where nearly 50% of all income was distributed to the 20% richest households further widening the disparity across racial and ethnic groups.<sup>33</sup>
- 7.7% of workers have at least one job but still live below the poverty level.

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<sup>32</sup> Hobby School of Public Affairs. The Impact of COVID-19 on Houston Households. [Link](#)

<sup>33</sup> Understanding Houston. Economic Opportunity: How Opportunity and Prosperity Flow Through our Region. 2019. [Link](#).

- 35% of residents have subprime credit and are in debt collection.
- The 2021 State of Housing in Harris County and Houston
  - Harris County is gaining many housing units valued at more than \$150,000 and losing lower valued units, lessening the stock of available homes for low-income buyers.
    - 70% of homes are worth more than \$150,000 and the number is increasing; the home median sales price is \$231,000 as of March 2022.
  - Home values have been increasing faster than income, signaling that aspiring home owners may be unable to purchase a local home in their price range.
  - Renter’s cost burden is worsening for both poorer and middle income renters, as majority of renters earning less than \$50,000 are cost burdened.
  - When compared to peer counties and cities, Harris County and Houston are more unaffordable to renters and becoming worse.
  - There is a \$40,000 difference between a median owner’s and renters’ household income, and a shrinking supply of homes that even a middle-income renter can afford. Probably the strongest evidence of the crisis facing local renters is Harris County’s enormous eviction rate which is higher than cities such as New York. For example, during the week of March 23, 2022, there were 1,860 eviction hearings cases and Harris County is expected to hit over 20,000 eviction cases by the end of Q2.
- Coalition for the Homeless
  - Within the Way Home Continuum of Care in the Houston Harris County region, One in seven people experiencing unsheltered homelessness cited COVID-19 as the reason for their homelessness. Many of them specifically cite job loss or reduction in hours as a triggering event.
- Medical Debt
  - Low-income families and people of color have been disproportionately burdened by the COVID-19 pandemic, highlighting unyielding health equity issues. High healthcare costs hit hardest those who can least afford it.
  - Nationally, about 2 in 5 Medicaid beneficiaries and those without insurance have seen their health conditions—typically chronic—worsen over the past year after forgoing care.<sup>34</sup>
  - Whether private or public, health insurance does not insulate households from medical debt—and Black households are disproportionately hurt by these mounting bills. With 27% of Black households holding medical debt compared to 16.8% of non-Black households.<sup>35</sup>

**Examples of Guaranteed Income Pilots across the United States:**

A number of jurisdictions have implemented Guaranteed Income Programs Pilots, both using ARPA funds and other funding sources.

Location	Summary	Eligibility Requirements	Total Invested	Funding Source
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<sup>34</sup> Kacik, 12/14

<sup>35</sup> Andre Perry, Joia Crear-Perry, Carl Romer, and Nana Adjeiwaa-Manu recommend universal healthcare and holding nonprofit hospitals accountable for providing community benefit services, among other suggestions.

<a href="#">Houston, TX</a> <sup>36</sup>	The Houston Fund for Social Justice and Economic Equity (Houston Equity Fund) will distribute monthly stipends for one year through Mayors for a Guaranteed Income (MGI). Individuals will receive \$375 per month for one year, totaling \$4,500 annually. One hundred and ten people in Houston will be selected.	<ol style="list-style-type: none"> <li>1. Must be a resident of Houston</li> <li>2. Must be at least 18 years old at the time of application</li> <li>3. Must have a household income at or below the federal poverty level</li> </ol>	\$495,000	Private
<a href="#">Cambridge, MA</a> <sup>37</sup>	The initiative will offer \$500 no-strings-attached monthly payments to 120 eligible single caretaker households over an 18-month period beginning in August.	<ol style="list-style-type: none"> <li>1. Must be a resident of Cambridge</li> <li>2. Income falls below 80% AMI for household size</li> <li>3. Single caregiver of at least one child under the age of 18</li> </ol>	\$1.5 million	Private
<a href="#">Newark, NJ</a> <sup>38</sup>	Will provide \$6,000 per year for two years which will be paid on a bi-weekly or semi-annual basis, with 50 percent receiving \$250 bi-weekly and 50 percent receiving \$3000 twice yearly.	<ol style="list-style-type: none"> <li>1. Must be a resident of Newark</li> <li>2. Must be at least 18 years of age</li> <li>3. Must possess an income at or below 200% of the federal poverty level</li> <li>4. Must be adversely impacted by COVID-19</li> </ol>	\$6.2 million	ARPA
<a href="#">Cook County, IL</a>	\$39 million in cash payments to eligible households in Cook County, as monthly payments of \$500 to 3,250 Cook County residents over a period of two years (24 months).	<ol style="list-style-type: none"> <li>1. Must be at or below 250% of the federal poverty level</li> <li>2. Must be adversely impacted by COVID-19</li> </ol>	\$42 million	ARPA
<a href="#">Alachua County, FL</a> <sup>39</sup>	Payments of \$1,000 the first month and \$600 each month for the next eleven months.	<ol style="list-style-type: none"> <li>1. Released from a Florida state/federal prison</li> <li>2. Released from a Florida county jail with a new felony conviction</li> <li>3. Began felony probation in Alachua County</li> </ol>		Private
<a href="#">San Antonio, TX</a> <sup>40</sup>	Goal of giving 1,000 low-income families \$400 every quarter over two years.	<ol style="list-style-type: none"> <li>1. Household income must be at or below 150% of the poverty level</li> <li>2. Must live in zip codes 78207 or 78227</li> <li>3. Must join UpTogether group and link bank account</li> </ol>	\$5 million	ARPA

<sup>36</sup> <https://communityimpact.com/houston/heights-river-oaks-montrose/2021/05/20/new-houston-fund-for-social-justice-and-economic-equity-formed-in-george-floyds-memory/>

<sup>37</sup> <https://news.harvard.edu/gazette/story/2021/06/cambridge-rise-project-aims-to-help-community/>

<sup>38</sup> <https://www.newarknj.gov/news/guaranteed-income-pilot-program-expands-to-400-newark-residents#:~:text=Earlier%20this%20year%2C%20the%20City,on%20those%20experiencing%20housing%20insecurity.>

<sup>39</sup> <https://www.gainesville.com/story/news/2022/03/01/just-income-gnv-gives-monthly-payments-people-released-prison-alachua-county-florida/9330902002/>

<sup>40</sup> <https://sanantonioreport.org/cash-without-conditions-san-antonio-experiment-guaranteed-income/>

<a href="#">Stockton, CA</a>	SEED gave 125 randomly selected residents \$500/month for 24 months aiming to test an innovative solution to poverty and inequality	<ol style="list-style-type: none"> <li>1. Must be a resident of Stockton</li> <li>2. Must be at least 18 years old</li> <li>3. Must live in a neighborhood with a median income at or below \$46,033(city's median income)</li> </ol>	\$3 million	Private
<a href="#">Tacoma, WA</a>	The GRIT team, United Way, and the Tacoma Mayor's office offered \$660,000 of direct cash support to the community and partnered with the University of Pennsylvania's Center for Guaranteed Income Research (CGIR).	<ol style="list-style-type: none"> <li>1. Must live in zip codes: 98404,98405,98408</li> <li>2. Single income households with children living in the home up to the age 17, children with disabilities up to age 21</li> <li>3. Household income is between 100%-200% of the federal poverty level</li> </ol>	\$660,000	Private
<a href="#">Washington, D.C.</a>	Provided emergency cash relief of \$5,500 to almost 600 households during the height of the COVID-19 pandemic.	<ol style="list-style-type: none"> <li>1. Must be a resident of Ward 8</li> <li>2. Must have had a relationship with at least one of the partnering CBOs that predated the pandemic</li> <li>3. Must have household income below 50% of the area median income</li> </ol>	\$4.43 million	Private
<a href="#">Jackson, MS</a>	Provides low-income, Black mothers in Jackson, Mississippi \$1,000 cash on a monthly basis, no strings attached, for 12 months straight.	<ol style="list-style-type: none"> <li>1. Targets extremely low-income families headed by a black female living in affordable housing</li> </ol>	\$300,000	Private
Los Angeles County	Selected 1,000 participates, and provides \$500 per month for three years.	<ol style="list-style-type: none"> <li>1. Randomly selected applications who live in LA County.</li> <li>2. 18 years or older</li> <li>3. 100% of AMI or less</li> </ol>	\$16.3 Million	Private and Local Funds
<a href="#">East Los Angeles, CA</a>	To support undocumented immigrants and mixed-status families in East LA with unrestricted income of \$500 a month for five months.	<ol style="list-style-type: none"> <li>1. Payments went to three target populations: mariachi musicians, street vendors, and tenants</li> </ol>	\$1.5 million	CARES ACT



## Equitable Strategies for Guaranteed Income and Harris County ARPA Equity Framework

In 1967 Dr. Martin Luther King Jr. wrote and advocated for guaranteed income, stating: “I am now convinced that the simplest approach will prove to be the most effective — the solution to poverty is to abolish it directly by a now widely discussed measure: the guaranteed income.” To ensure Harris County addresses existing and exacerbated inequities, the County will employ the following strategies when developing the Guaranteed Income program.<sup>3</sup>

- ***Disaggregate historical data and outcome measures by race, ethnicity, gender, and/or geography and other demographic variables*** to identify inequities and ensure programs are prioritizing disproportionately impacted groups.
  - **Race and Gender Equity**
    - Implementing Guaranteed Income could provide redress for inequities in public assistance programs. Evidence has shown that certain public assistance programs provide less monetary assistance in states where a higher number of Black people participate.<sup>41</sup>
    - 39% of low-income households are headed by women.<sup>42</sup> Guaranteed Income will provide autonomy and security to women who have limited access to employment due to unpaid housework and childcare.
    - Guaranteed Income will not solve<sup>43</sup> all economic insecurity nor eradicate the racial wealth gap, but it has the ability to chip away at institutionalized structural barriers disproportionately harming a high percentage of poor families who are majority people of color.<sup>44</sup>
    - ***Analyze specific factors underlying inequities*** such as racial and gender, disparate policy impacts, and institutional and structural barriers, adjusting program design accordingly. Of the countless factors contributing to today's inequities, the following disproportionately exacerbate conditions.
  - - **Insufficient Minimum Wage**
      - The minimum wage has lost 30% of its value since 1968 and 17% since 2009.
      - Families currently live on \$6,800 less than in 1968 and about \$3,000 less in 2009.
    - **Inadequate and Outdated Public Assistance Program**
      - Public assistance programs are inadequate to support the current labor force, especially for people with disabilities, because they do not account for the true cost of living. When families are allowed greater freedom and flexibility to spend their income, it allows for them to make decisions that best meet their needs.

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<sup>41</sup> Center for Hunger- Free Communities. Universal Basic Income: Key to Reducing Food Insecurity and Improving Health. (Retrieved February 22, 2022).

<sup>42</sup> [Single Working Mothers in U.S. Worse Off Since the Recession | PRB](#)

<sup>43</sup> Center for Hunger- Free Communities. Universal Basic Income: Key to Reducing Food Insecurity and Improving Health. (Retrieved February 22, 2022).

<sup>44</sup>[2] Mikray, Nicholas and Strand, Palma. Interest Convergence and the Racial Wealth Gap: Defusing Racism’s Divide And Couquer Via Universal Basic Income. (January, 11, 2022).



- Excessive focus on eligibility screening and compliance could be more efficient for public agencies and program participants.  
For participants, these programs demand a significant amount of time, effort, and documentation, which interferes with seeking work and caring for children.
  - Health policy experts agree that the single-most important public policy intervention to improve nutrition is to increase incomes for people living in poverty, *not* providing more food<sup>45</sup>
- Unreliable Labor Market
  - The precariousness of labor has induced fears that automation may displace workers from the labor market at unprecedented rates.<sup>46</sup>
- U.S. System of Taxation
  - The connection between increasing wealth inequality and structural racism in the U.S. tax system since the 1980s was a historical racialization of wealth in the U.S. that shifted the tax system overall.<sup>47</sup> It fueled racial animus and anxiety in response to changing racial and ethnic demographics, and it both protected and exacerbated wealth inequality.
  - These shifts disproportionately benefit whites while burdening Black citizens and other people of color and have thus increased wealth inequality overall and reinforced racial wealth gaps.
- Prison System
  - Inequities in incarceration and the systemic issues when individuals are released increase recidivism rates. Guaranteed Income provides previously incarcerated individuals the means to further live their lives where they “Cannot just scratch by, but hopefully invest in themselves.”<sup>48</sup>
- Low Wages
  - Employment for lower wage workers has transformed from full time employment to contract or part-time employment not accompanied by health insurance or pension benefits.
  - At the other end of the wage spectrum, “CEO compensation has grown 940% since 1978 [while] typical worker compensation has risen only 12%.”
- Spatially-Concentrated Poverty
  - Puts Guaranteed Income in the conversation as income transfers have a close affinity with structural approaches to improving neighborhood environments with the potential to fundamentally transform communities to be more supportive of health and well being.<sup>49</sup>

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<sup>45</sup> Drexel University. Center for Hunger-Free Communities. Universal Basic Income: Key to Reducing Food Insecurity and Improving Health. 2021. [Link](#).

<sup>46</sup> Stanford Basic Income Lab

<sup>47</sup> Mikray, Nicholas and Strand, Palma. Interest Convergence and the Racial Wealth Gap: Defusing Racism’s Divide And Couquer Via Univerasl Basic Income. January, 11, 2022.

<sup>48</sup> Bendix, Aria. A Basic- Income Pilot in Florida Will Give Formerly Incarcerated People \$600 per Month for a Year, no Strings Attached. (November 12. 2021).

<sup>49</sup> Hasdell, R., Bidadanure,J., & Gonzalez,S. Healthy Communities and Universal Basic Income: A Conceptual Framework and Evidence Review. ( January 2021).



**Ex. B**



## Harris County, Texas

1001 Preston St., Suite 934  
Houston, Texas 77002

## Commissioners Court

Request for Court Action

**File #:** 23-3277

**Agenda Date:** 6/6/2023

**Agenda #:** 21.

**Department:** Commissioner, Precinct 1  
**Department Head/Elected Official:** Rodney Ellis

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Regular or Supplemental RCA:** Regular RCA  
**Type of Request:** Financial Authorization

**Project ID** (if applicable): N/A  
**Vendor/Entity Legal Name** (if applicable): N/A

**MWDBE Contracted Goal** (if applicable): N/A  
**MWDBE Current Participation** (if applicable): N/A  
**Justification for 0% MWDBE Participation Goal:** N/A - Goal not applicable to request

**Request Summary (Agenda Caption):**

Request by the Commissioner of Precinct 1 for approval to allocate American Rescue Plan Act State and Local Fiscal Recovery Funds in the amount of \$20,500,000 for the Uplift Guaranteed Income Pilot.

**Background and Discussion:**

The COVID-19 Pandemic, along with high inflation rates, exacerbated the financial challenges low-income families face throughout Harris County. The Uplift Guaranteed Income Pilot would provide guaranteed, continuous, unconditional financial assistance to qualified households for an eighteen-month period. The pilot will include funding for two cohorts: the first to target the top ten high poverty zip codes in Harris County; and the second focused on participants from the Accessing Coordinated Care and Empowering Self Sufficiency (ACCESS) program, a coordinated and client centered safety net service delivery model administered by Harris County Public Health. The pilot also includes funds for a research partner and third-party program administrator.

**Expected Impact:**

The Uplift Guaranteed Income Pilot is expected to:

- Reduce poverty
- Reduce unemployment
- Improve the incentive and ability to work
- Provide financial security
- Boost self-employment

Presented to Commissioners Court

June 6, 2023

Approve: E/B

- Improve health and educational outcomes

**Alternative Options:**

N/A

**Alignment with Goal(s):**

- Justice and Safety
- Economic Opportunity
- Housing
- Public Health
- Transportation
- Flooding
- Environment
- Governance and Customer Service

**Prior Court Action (if any):**

Date	Agenda Item #	Action Taken

**Location:**

Address (if applicable):

Precinct(s): Countywide

<b>Fiscal and Personnel Summary</b>			
Service Name			
	FY 23	FY 24	Next 3 FYs
<b>Incremental Expenditures (do NOT write values in thousands or millions)</b>			
Labor Expenditures	\$64,333	\$192,999	\$128,666
Non-Labor Expenditures	\$3,359,834	\$10,052,501	\$6,701,668
<b>Total Incremental Expenditures</b>	<b>\$3,424,167</b>	<b>\$10,245,500</b>	<b>\$6,830,333</b>
<b>Funding Sources (do NOT write values in thousands or millions)</b>			
Existing Budget			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
<b>Total Current Budget</b>	\$	\$	\$
Additional Budget Requested			

Choose an item. American Rescue Plan Act	\$3,424,167	\$10,245,500	\$6,830,333
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
<b>Total Additional Budget Requested</b>	<b>\$3,424,167</b>	<b>\$10,245,500</b>	<b>\$6,830,333</b>
<b>Total Funding Sources</b>	<b>\$3,424,167</b>	<b>\$10,245,500</b>	<b>\$6,830,333</b>
<b>Personnel</b> (Fill out section only if requesting new PCNs)			
Current Position Count for Service	0	-	-
Additional Positions Requested	2	-	-
<b>Total Personnel</b>	<b>2</b>	-	-

**Anticipated Court Date:** June 6, 2023

**Anticipated Implementation Date (if different from Court date):** August 2023

**Emergency/Disaster Recovery Note:** COVID-19 related item

**Contact(s) name, title, department:** Public Health Department, Director Robinson; Janae Ladet, Deputy Policy Director, Commissioner Precinct One

**Attachments** (if applicable): N/A

Ex. C

# EXHIBIT C



Harris County, Texas

1001 Preston St., Suite 934  
Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 23-5217

Agenda Date: 9/19/2023

Agenda #: 180.

Department: Public Health Services

Department Head/Elected Official: Barbie L. Robinson, MPP, JD, CHC – Executive Director

Regular or Supplemental RCA: Regular RCA

Type of Request: Financial Authorization

Project ID (if applicable): N/A

Vendor/Entity Legal Name (if applicable): Elite Research, LLC

MWDBE Contracted Goal (if applicable): 0%

MWDBE Current Participation (if applicable): N/A

Justification for 0% MWDBE Participation Goal: 0% - Specialized, Technical, or Unique in Nature

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Request Summary (Agenda Caption):

Request for approval of the expenditure of funds with Elite Research, LLC, in the amount of \$937,870 to conduct a comprehensive evaluation for the Guaranteed Income Pilot (GIP) program for the period of September 19, 2023 - September 18, 2025 in connection with an agreement approved by Commissioners Court on March 22, 2022 (Job No. 210317), Justification for 0% MWDBE Participation Goal: 0% - Specialized, Technical, or Unique in Nature.

### Background and Discussion:

Harris County determined the need for a third-party evaluator to conduct a comprehensive evaluation for the Uplift Harris Guaranteed Income Pilot program. The goal of the evaluation is to determine the impact the program has on its participants (their financial well-being, as well as their health and wellness) and to establish and codify a model for administering and managing the Pilot and inform decisions on how to scale the Pilot if additional funding were available.

### Expected Impact:

The Uplift Harris Guaranteed Income Pilot is expected to:

- Reduce poverty
- Reduce unemployment
- Improve the incentive and ability to work
- Provide financial security
- Boost self-employment
- Improve health and educational outcomes

Presented to Commissioners Court

September 19, 2023

Approve: E/B

### Alternative Options:

N/A



**Alignment with Goal(s):**

- Justice and Safety
- Economic Opportunity
- Housing
- Public Health
- Transportation
- Flooding
- Environment
- Governance and Customer Service

**Prior Court Action (if any):**

Date	Agenda Item #	Action Taken
06/06/2023	21	Uplift Guaranteed Income Pilot Approved

**Location:**

Address (if applicable): N/A

Precinct(s): Countywide

<b>Fiscal and Personnel Summary</b>			
Service Name			
	FY 23	FY 24	Next 3 FYs
<b>Incremental Expenditures (do NOT write values in thousands or millions)</b>			
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$32,018	\$534,117	\$371,735
<b>Total Incremental Expenditures</b>	<b>\$32,018</b>	<b>\$534,117</b>	<b>\$371,735</b>
<b>Funding Sources (do NOT write values in thousands or millions)</b>			
Existing Budget			
1040 - FLEX Fund	\$32,018	\$534,117	\$371,735
	\$	\$	\$
	\$	\$	\$
Total Current Budget	\$32,018	\$534,117	\$371,735
Additional Budget Requested			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total Additional Budget Requested	\$	\$	\$
<b>Total Funding Sources</b>	<b>\$32,018</b>	<b>\$534,117</b>	<b>\$371,735</b>
<b>Personnel</b> (Fill out section only if requesting new PCNs)			

Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
<b>Total Personnel</b>	-	-	-

**Anticipated Court Date:** September 19, 2023

**Anticipated Implementation Date (if different from Court date):** September 19, 2023

**Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item

**Contact(s) name, title, department:** Brandon Maddox, Office of Planning and Innovation Interim Director,  
Public Health Services

**Attachments** (if applicable): Court Order, Elite Research Proposal

ORDER OF COMMISSIONERS COURT  
Authorizing the expenditure of funds

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 19th day of September, 2023 with all members present except Judge Hidalgo.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING THE EXPENDITURE OF FUNDS FOR CONSULTING SERVICES UNDER JOB NO. 21-0317 WITH ELITE RESEARCH, LLC THE AGREEMENT WITH ELITE RESEARCH, LLC WAS APPROVED AT COMMISSIONERS COURT ON MARCH 22, 2022, ITEM 22-2097**

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner Briones seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Commissioner Ellis  
~~The County Judge~~ thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

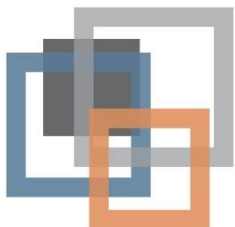
**IT IS ORDERED** the Harris County Judge is authorized to approve for and on behalf of Harris County the expenditure of \$937,870.00 in funds under Job No. 21-0317 for the Agreement between Harris County and Elite Research, LLC. The expenditure will provide conduct a comprehensive evaluation for the Guaranteed Income Pilot (GIP) program (“Services”). The Request For Proposals: Uplift GI Evaluation Services dated July 21, 2023, and the Agreement are incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

September 19, 2023

Approve: E/B



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# PROPOSAL

Harris County Public Health

Job No. 210317 Subproject

Uplift GI Evaluation Services

Submission: Friday, July 21, 2023

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## Abbreviations Used Throughout This Document

- ER = Elite Research, LLC
- HCPH = Harris County Public Health
- GIP = Guaranteed Income Pilot
- SELRF = State and Local Fiscal Recovery Funds
- ARPA = American Rescue Plan Act of 2021
- RCT = Randomized Control Trial
- RFP = Request for Proposal

Section I: TRANSMITTAL LETTER

## Transmittal Letter

**Purpose.** Elite Research, LLC (ER) is submitting this proposal in response to *Harris County's* Request for Proposals (RFP) for a subaward of Job No. 210317. This proposal addresses the stated purpose by Harris County to seek an organization to conduct the *COVID-19 Guaranteed Income Pilot & Evaluation for Harris County Public Health Services*. Elite Research is uniquely positioned to **conduct a comprehensive evaluation for the Guaranteed Income Pilot (GIP) program** as they are well versed in the regulations surrounding ARPA funding and have worked with numerous evaluation and community programs that have identical aims to address social determinants of health, promotion of economic mobility and stability. Currently, they are working with Harris County on a comprehensive evaluation of ARPA funding.

**Geographic & Community Scope.** Services to be rendered to Harris County, Texas, both virtually and in-person. Any other entities or properties interested in utilizing the agreement will be under a separate scope of work.

**Approach.** To address Harris County's Public Health GIP Evaluation, Elite Research proposes a mixed-method approach to assess and finalize during the *planning* stage where ER *and* the **project team** (HC Public Health, Pilot Administrator, and county leadership, as necessary) together design a comprehensive evaluation for the GIP. With collaborative planning by both Elite Research and key stakeholders in the initial Phases to determine roles, routine meetings, program work plan, and data familiarization. During the second Phase of Evaluation planning, ER works to review goals and evaluation question with an overarching logic model, this helps to inform the design for the formative evaluation. Once the formative evaluation is determined, Phase 2 includes the design of: RCT impact evaluation following the suggested SEED Design and Pre-Analysis Plan, the cost analysis, the data sources, and the exploration protocols for the qualitative methods. Phase 3 sets up the GIP Implementation Evaluation with a monitoring and evaluation plan, staff roles, qualitative interviews, data reviews, timelines and reporting. Phase 4 is where ER conducts the GIP Impact Evaluation (RCT); The cost analysis occurs in Phase 5, with Phase 6 finalizing the project with Findings & Reports.

Our mission in capacity building directly aligns with how Harris County Public Health seeks to serve its community by assessing and improving its community engagement of select programs/initiatives through CDC and ARPA funding. ER is uniquely suited for this purpose with its commitment to striving to know more about and understand the communities with which we work, while being reflexive about our position as outsiders because we know cultural competence is not something to be attained but rather an ongoing goal that must always be worked towards. Our approach to community participation begins with **identifying who should be involved** (end-users, community members, business owners, faith leaders, etc.), ensuring that they are **reflective of the populations served** on key characteristics such as race/ethnicity and financial, education or other need-specific characteristics. Once community representatives are identified, we invite them to be involved with a steering committee, alongside program managers and coordinators, where they are involved from **design of the project and measures through interpretation and dissemination** of the findings. Community member participation in the process from start to finish is integral to identifying areas of exploration, determining levels of measurement, validating findings with personal experience, and developing actionable insights and next steps for community impact.

Our service support philosophy and commitment to quality assurance provides Harris County Public Health (HCPH) a transparent, superior experience with quality service.

**About Elite Research, LLC.** Since 2004, Elite Research has provided superior monitoring and evaluation design, statistical and qualitative analysis support, and grant (federal and foundation) assistance to education systems, medical health organizations, academic students, faculty, and institutions, along with nonprofit organizations, non-governmental organizations (NGOs), and independent researchers. Our team of more than 30 consultants has particular expertise in conducting a wide range of assessments - from program evaluations, impact assessments, and needs assessments through to capacity and impact assessments. We are a WBENC certified Women-Owned Small Business and Historically Underutilized Business located in the State of Texas.

Our project team lead, **Dr. Wanyi Wang**, is already instrumental in the Harris County community. As a lead research, evaluation, and statistical consultant with Elite Research, she is very knowledgeable about the

approach and methods needed to support HCPH to develop and evaluate a continuum of community support. Our team provides strong statistical and applied research knowledge helps us to take assessment data and make meaningful conclusions, articulate actionable findings, and build innovative presentation (written and digital) formats to meet each unique audience. As optimization experts, we pride ourselves in building systems that limit error and maximize resources, which help our clients better monitor and evaluate their work. Our varied academic and professional training allow for cross-reference of experience and abilities, broadening range of knowledge and expertise. Elite consultants work closely with our clients to utilize a variety of quantitative and qualitative methods; including experimental and quasi-experimental designs, descriptive or observational, cross-sectional, cohort, or longitudinal designs, case studies, focus groups, in-depth interviews, data cleaning and management, data visualization and more. Elite consultants assist in the development of research and evaluation designs and protocols operationalizing logic models, as well as measures and data analyses that clarify, target, and answer evaluation questions posed.

Based on our expertise and desire to be the evaluation team, we believe we are a strong candidate to aid HCPH Community Engagement with programmatic focus and to build robust outreach, supporting the public health of the county projects and initiatives in order to uphold (RFP, pg. 1) “The Department’s mission to protect the health, prevent disease and injury, and promote health and well-being for all residents of Harris County by advancing equity building partnerships, and establishing culturally responsive systems.”

***Elite Research is committed not only to culturally competent and culturally humble practices, but also to applying an equity and inclusion lens to the work we do. Advancing equity is central to our work, and we use data to identify areas of growth that work to lift up voices that are otherwise not heard. For us, this starts with our research, and evaluation, data, analysis and reporting, but is solidified through our listening with purpose (stakeholders/community) and carries over into the ways in which we connect, our consultations, our approach, and overall, in our work culture.***

Elite Research acknowledges the addendum 7.13.23.

Vendor questions required from the SOW (SOW page 6) are indicated by **highlighted text** throughout this proposal as well as a complete list of the questions & responses are located in the Appendix.

Sincerely,



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HUB VID: 1421628901800

CAGE Code: 750B9

SAM Unique Entity ID: VM6LK3LNJAU5



## Section II: SCOPE OF SERVICE/NARRATIVE OF PROPOSED SERVICES

## Project Summary

Harris County (HC) seeks a qualified third-party evaluator to conduct a comprehensive evaluation for the Guaranteed Income Pilot (GIP) program, which expected to begin in August 2023. The goal of the evaluation is two-fold: 1) To **determine the impact the GIP has on its participants**—their financial well-being as well as their health and wellness and 2) to **establish and codify a model for administering and managing the Pilot** and inform decisions on how to scale the Pilot if additional funding were available. (RFP Scope of Work p.2)

Uplift Harris County, funded by ARPA’s<sup>1</sup> State and Local Fiscal Recovery Funds (SLFRF) presents an opportunity for a Guaranteed Income pilot (GIP) in Harris County to address economic inequality and insecurity for low-income households most affected by the pandemic. By conducting a comprehensive evaluation of the GIP, HC will have the ability to determine the causal impact monthly cash assistance can have on low-income families. Specifically, “using an RCT research design, the county can understand how such additional funds can reduce income volatility and improve economic and health outcomes. Such an evaluation is a necessary component of the project to assess the costs and benefits of such assistance for Harris County and its residents and to validate the findings of other Guaranteed Income programs with this population.” (RFP p.2)

Harris County has noted the following Evaluation Questions for the GIP: (RFP Scope of Work p.2-3)

- Key Research Questions
  - Did participants experience a reduction in income volatility?
  - Did participants reduce their overall debt in collections?
  - Did participants experience greater housing stability (e.g., less frequent moves, fewer evictions, improved ability to pay rent or mortgage on time)?
  - Did participants experience greater levels of food security (e.g., less dependent on pantries, fewer missed meals)?
  - Did participants experience reduced psychological stress?
  - Did participants experience improved health outcomes?
- Exploratory Research Questions
  - How have participants’ spending habits changed across typical household budget categories?
  - Did participants experience growth in their savings?
  - Did participants experience changes in their occupational earnings (i.e., wages and salaries)? What were the direction and magnitude of such changes?
  - Did participants experience changes in their work or career path (e.g., job loss, job change, job training, working more hours or move from part-time to full-time.)
  - Did participants change their usage of public assistance (Housing Choice Vouchers and Public Housing, SNAP, ISS etc.)?
  - Did participants experience an increase in educational levels or pursuits (e.g., enrolled in new courses, gain certificates or degrees)?

### **How does your organization propose to take into consideration the effects of external or environmental events on the pilot project?**

Elite Research provides the following Project Narrative as a brief description in their proposed role as the third-party evaluator of the GIP. Elite Research plans to provide qualified personnel, supervision services, materials, equipment, facilities, and travel (as needed) to assess equity in program participation in which the phased approach and deliverables follow approximately a 24-month timeline (Years 1 through 2). A mixed methods approach along with both impact (& financial impact) and implementation evaluation are proposed, along with initial discovery of the current GIP status. Recommendations based on the findings of the comprehensive evaluation may be used as a model future success.

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<sup>1</sup> American Rescue Plan of 2021 (“ARPA”)

## Project Narrative

Elite Research, LLC is a **WBENC-certified Women Owned Small Business (WOSB), Historically Underutilized Business (HUB), and SBA certified** (certifications available upon request) research and statistical consulting firm based out of Dallas, Texas with staff also located in North Texas, Austin, San Antonio, and Houston. For more than 20 years, Elite Research has provided superior research and evaluation design, survey design and collection, statistical and qualitative analysis support, and grant (federal and foundation) assistance to companies, government entities, private and public organizations, academic institutions, along with nonprofit organizations, and independent researchers. ER works as direct and third-party evaluators on nationwide and international research surrounding assessment, strategic planning, as well as data collection and analysis. We have extensive experience in capacity building and training in these areas, as well as developing strategic plans based on analysis leading to growth and sustainability of projects, developing multi-disciplinary grant direction for university institutions, grant development, project management, and evaluation, strategic planning and qualitative and quantitative research design and analysis.

### Qualifications & Experience

Elite Research is uniquely qualified to carry out all the services listed in the Scope of Work (SOW). Our team consists of graduate (Masters and PhD) level consultants with extensive experience and training in theoretical statistics and their application, design, sampling, qualitative, quantitative, and mixed data collection methodologies, training, and project involvement both domestically and internationally. Our professional and academic backgrounds vary from Clinical and Social Psychology, Business, Informatics, Marketing, Sociology, Statistics/Biostats, and International Relations to Economics, Anthropology, and International and Comparative Education. The varied academic and professional training allow for cross-reference of experience and abilities, broadening knowledge and expertise.

Our team's diverse experience, along with our educational and professional expertise and the way we work with our clients, brings a strong support for the projects we work on. Elite Research not only brings evaluation experience, but also the added benefit of experience in planning, operationalizing, program design and strategic planning. We understand the value of articulating outcomes and building a theory of change and/or logic model(s), and the necessary embedding of monitoring and evaluation (tracking and reporting) processes that ensure organizations are moving in the right direction. More importantly, ER is able to carry these organizations from planning to operationalizing. Operationalizing considers *how the plan is specifically to get carried out – the who, what, when, where, and how*. Particularly critical to this process is understanding the various players and their capacities, as well as what capacity building (training processes, resource alignment, etc.) must occur to facilitate implementation and growth. Being able to bring a neutral, experienced, and objective voice into this process is important in order to validate everyone involved. This background helps us in our strategic planning sessions because we *start with the end goal in mind and develop the processes needed along that path*.

A division of ER, Divergent Web Solutions is a professional solution for marketing, data collection, web design, and visualization display created as a solution to help its clients reach their target market directly. Their core services stem from the research and evaluations teams' quality data to product custom dashboards, web pages, forms, social media, and content management, and is driven by a team of web developers, online content managers, and database administrators that creates secure technical and visual masterpieces since 2015. They use an online survey platform tool called **PsychData**<sup>2</sup>. PsychData has supported researchers and evaluators in more than 30 states. Institutional Research Boards prefer the way data is maintained and collected with this tool, given that its typical use is with students and researchers collectively for the past 20 years. The tool provides survey collection and a system for data collection that is easily used with statistical software that can be utilized in tandem with visualization software used for near real-time reporting.

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<sup>2</sup> PsychData (PD) ([www.psychdata.com](http://www.psychdata.com)) is an online data collection tool used by researchers to easily design online and mobile surveys and collect data. PD's survey support help desk provides technical support to users with timely, professional answers to all questions. Support hours for assistance with password reset, new accounts, and all troubleshooting needs are Monday-Friday 8am-9pm. After-hours support is available online through the PD website.

## Project Personnel

To facilitate the most meaningful discussion, Elite Research proposes a core team to produce the strongest outcomes. The team presented here exemplifies the strength in cultural competency, strategic planning, evaluation, and developing actionable insights from findings. Elite Research's anticipated team will consist of **Dr. Rene Paulson** (oversite of the directors, process optimization and data management directions, President and Senior Statistician), Harris County based **Ms. Wani Wang** (primary lead), Harris County based **Dr. Sen Zhu** (primary project co lead, quantitative research design, analysis, benchmarking), **Dr. Jacquelyn Stephens** (evaluation, design, community impact), **Ms. Mindy Chandler** (evaluation, design, and community impact), Harris County based **Ms. Chelsea Leonard** (project management, qualitative collection and analysis), **Mr. Pete Gackenbach** (quantitative data collection and analysis), and **Ms. Brittany Baucom** (quantitative data collection and analysis). Our content expert **Bird Guess** (President and CEO of The Racial Equity Group) consulted as needed. See the Appendix for Team Profiles.

## Brief Project Team Bios

Elite Research's team is comprised of department leads. These leads have worked collaboratively on many projects together in the past and maintain a synergy of solution-focused insights and knowledge, high adaptability, increased optimization and the technical skills required to meet the needs in collaboration with Harris County Public Health on community engagement evaluation, updated data systems, data collection and integration, statistical analysis, process optimization, and reporting Elite Research can support the county with direct needs.

**Dr. Rene Paulson – Oversight, President, & Senior Statistician** brings culturally competent expertise in process optimization, strategy facilitation and organizational leadership. With a background in attitude and behavioral change toward minority groups and underserved populations from her doctorate and master's in experimental psychology from Texas Christian University. Part of her work as a consultant is to help clients think through their collective impact strategies to achieve change. Her main goal is to provide scientific and technical support to institutions seeking collaborative expertise across academic business functions including research and evaluation, program design, marketing and advertising, informational systems and technologies, operations, and strategic planning. Dr. Paulson is based in Dallas County.

### **Does your organization have experience conducting randomized controlled trial (RCT) and/or quasi-experimental study designs in an evaluation or research capacity?**

The ER team has extensive experience designing and conducting randomized controlled trial (RCT) and quasi-experimental study designs in evaluation and research projects. Published RCTs are located under Dr. Sen Zhu, Dr. Rene Paulson, Dr. Wanyi Wang and Dr. Jacquelyn Stephens in the Team Profiles located in the appendix. These are not inclusive of all RCTs completed, but should serve as valid examples of experience. Specific project examples and references are available upon request.

**Dr. Wanyi Wang – Project Lead & Biostatistician.** Dr. Wang serves as a Senior Research and Statistical Consultant for Elite Research. Dr. Wang received her doctorate in Exercise Science and master's in Statistics and Data Science from the University of Texas at Austin. Dr. Wang specializes in grant proposal consultation as well as research design and analysis in the areas of biomedical and health sciences. Dr. Wang's personal research interest focuses on public health, nutritional supplementation, and exercise metabolism. One of her primary goals is to support clients and help them to be more competitive in external grant applications, particularly federal grants. Dr. Wang is **based in Harris County**.

**Dr. Sen Zhu – Statistician & Data Manager.** Sen's dual doctoral work in pathophysiology from Peking University and Jining Medical University gives him unique understanding in the fields of bioinformatics and medical research, but his statistical knowledge and experience expand into areas of technical aspects such as analysis, benchmarking, dashboard creation and integration, as well as data visualization, advanced statistics, evaluation, and research design. He aligns collected and model data for customer satisfaction surveys, community assessment, and health research. He excels in helping clients better understand the research and analysis process, how to implement the practical application of research and statistical methods, and the justification for their use. He is a strong proponent of making the client a collaborator in the process. His role

will be to bring technical assistance and insight to longitudinal analysis visualization and benchmarks, reporting, data preparation, analysis, and database needs. Dr. Zhu is **based in Harris County**.

**Dr. Jacquelyn Stephens – Research and Evaluation Consultant.** Brings culturally-competent expertise in program design, evaluation, and project management. With her PhD from Northwestern University, Jacquelyn has worked with leaders, researchers, and practitioners in the nonprofit and philanthropic world to design strong long-term designs through the development of theories of change and logic models, and then identifying appropriate outcomes, indicators, and measures (including the development of instruments tailored for their purpose). Her role will be one of using her sound evaluation background to prepare a strong community outreach framework. Her role will be one of co-facilitation where needed, ensuring that discussions remain on-task, taking session notes, tracking time, and consolidating the findings.

**Ms. Arminda Chandler – Research and Evaluation Consultant.** Brings culturally-competent expertise in nonprofit program design, evaluation, and project management to help a strengthened strategic planning process. With her master's in Education and Human Development from George Washington University, Mindy has worked with leaders, researchers, and practitioners in the nonprofit and philanthropic world to design strong long-term designs through the development of theories of change and logic models, and then identifying appropriate outcomes, indicators, and measures (including the development of instruments tailored for their purpose). She has worked with clients on their strategic planning, and remains the go-to person for follow-up. Her role will be one of using her sound evaluation background to prepare a strong strategic plan and community outreach framework. Her role will be one of co-facilitation where needed, ensuring that discussions remain on-task, taking session notes, tracking time, and consolidating the findings. Ms. Chandler is based out-of-state.

**Ms. Chelsea Leonard – Project Coordinator.** Brings expertise in qualitative research, project management, optimization, and communications. She has held roles within the organization in business optimization and program management. She often is tasked with designing systems and processes for increased impact, efficiency, quality improvement and cost reduction. As Chelsea is working towards her master's in Social Justice and Human Rights from Arizona State University, she continues to be passionate about utilizing social science research methods to provide broad solutions to communities. Chelsea also specializes in interviewing as a means of gathering data from individuals but is skilled in participant observations and case study review. This allows her expertise to shine when training in data collection techniques. Ms. Leonard is **based in Harris County**.

**Mr. Peter Gackebach – Research Analyst.** Brings the technical expertise to ensure quality and accuracy of data, processing, and presentation. Through the interpretation of raw data through analysis programs and skills, he uses data to create actionable insights that derive strategy and directives for stakeholders, government officials, business executives and organizations. With his degree in aerospace engineering from the University of Maryland, Pete has worked in over 20 countries as data support on research projects that span various organizational needs.

**Brittney Baucom – Data Analyst.** Brings expertise in qualitative research projects, including project review, Survey Design, content analysis, and more. Brittney assists with coding, including Data analysis and visualization. She has experience in instrumentation, on-site data collection and analysis, research with at-risk populations, and research design. With her masters in Sociology from the University of Texas at Arlington and Masters of Social Work from the University of Texas at Arlington, Brittney has extensive knowledge in Qualtrics, statistics and research/methodology.

### **Team Profiles**

Detailed brief profiles for each proposed team member are below. Full team CV for complete publication and presentation history available upon request. Publications in the Appendix have been truncated to relevant and most recent within the past 10 years.

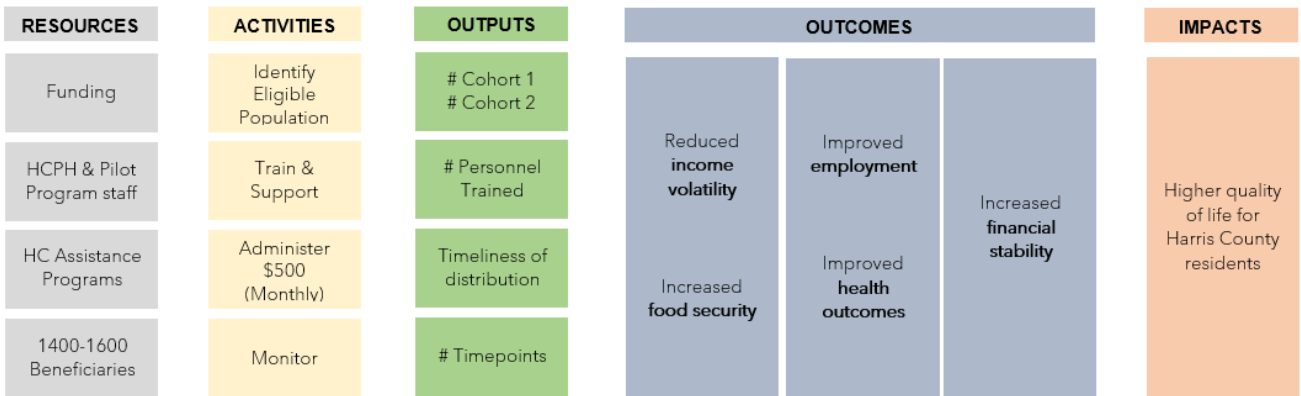
### **Approach**

The purpose of this proposal is to outline a method of evaluating the *Guaranteed Income Pilot (GIP)*. The GIP is funded by the ARPA's State and Local Fiscal Recovery Funds (SLFRF), to address economic inequality and insecurity for low-income households most affected by the Covid-19 pandemic.



Of critical importance to this evaluation is the *planning* stage where ER and the **project team** (HC Public Health, Pilot Administrator, and county leadership, as necessary) together design a comprehensive evaluation for the GIP. Key to evaluating the GIP is its logic model which identifies the *theory* behind why the program will work, to identify metrics and measures to collect and analyze data, and to provide a “living” model that can be adjusted as data provides insight. ER would like to highlight the *need of a significant planning period* in order to do effectively conduct this pilot and evaluation.

The below very simplified example could serve as the basis of this evaluation framework, which would be built out with the **project team** in the early stages of this contract.



Having such a model in place allows for other organizations to learn from this program and implement their own versions from what is conducted in HC. It also allows for very targeted evaluation design. For example, what does it mean for GIP to provide *improve health outcomes*? Once those elements are defined, evaluation questions can be further refined. The logic model, itself, provides the framework for *monitoring progress* towards desired impacts. The process would also help identify potential gaps (e.g., needed training and support) and other barriers (e.g., policies that may affect coordination) that may influence program operations or performance. By doing this upfront work, many of the gaps and barriers can be identified and resolved before the GIP is implemented; it also helps to avoid scope creep and work outside their focus. The process helps to uncover *assumptions* about why the programs are needed and how organizers understand the program to work. Finally, the logic model would dictate the *different types of metrics* needed to monitor this work.

**What recommendations or considerations do you have for conducting both a formative evaluation and impact evaluation over an 18-month operation period?**

It is **highly suggested** that this GIP follow the protocols in the **SEED Design and Pre-Analysis Plan**<sup>3</sup> to ensure that there is comparable data across other similar studies. As such, this proposal outlines the process by which the impact evaluation (through a randomized control trial) could roll out – in the design phase, the team can decide which elements of the SEED design are pertinent to *this* HC GIP.

Specific to formative evaluation, while ER will monitor enrollment and retention numbers and other implementation data *as identified in the planning phase*, ER is suggesting a more time-efficient approach to this process in order to reduce analysis time and provide more time-efficient feedback to *improve* processes since the purpose of formative evaluation is to provide feedback, identify problems and areas of improvement, and monitor progress. Satisfaction surveys and Implementation Touchpoint Interviews (ITIs) are suggested as mechanisms for process improvement. ITIs are a quick quantitative and qualitative pulse check of that provides a respondent score relative to satisfaction or perceived usefulness with semi-structured questions allow for reflective responses on what went well or what could be improved. Summaries of the data are provided, along with scores and raw data, which is used to make quick and direct improvements to processes and implementation points (identified in the planning phases). Should HC and project team want a more formal interview structure for this element, a change order request can be initiated and the scope adjusted.

<sup>3</sup> Martin-West, S., Castro Baker, A., Balakrishnan, S., Rao, K., and Tan, G. Y. (2019). Pre-Analysis Plan: Stockton Economic Empowerment Demonstration. <https://static1.squarespace.com/static/6039d612b17d055cac14070f/t/605029f652a6b53e3dd39044/1615866358804/SEED+Pre-analysis+Plan.pdf>

Outlined below are the projected *mixed-methods* approach to address the RFP evaluation objectives. It is expected that much of the design will be articulated during the planning phase once ER is able to meet with the HCPH project team.

## Project Phases

### **Phase 1. Initial Planning & Review**

#### 1.1 Initial meeting(s)

- Prepare for ongoing collaboration
  - Determine and obtain information for “project team” (HCPH, Pilot Implementers, and project personnel) with whom ER will be working.
  - Establish time for routine meetings and status/update protocols.
  - Identify “other” stakeholders that can speak into the evaluation process; stakeholders should reflect the demographics of the community served
- Discuss proposed program work

#### 1.2 Gather and Familiarization with data sources and documents

- HCPH & Pilot Implementers shares pertinent planning and program documents with ER, including population data, ACCESS data, financial data, etc.
  - Understand what training, tracking systems, databases, resources, etc. GIP implementers may need to monitor and efficiently collect data
- Discuss availability of key data metrics and protocols for data access
- Begin the data request process. This could also include data such as unemployment insurance data, benefits data, etc.

#### 1.3 Review goals and key (evaluation) questions, modify/update deliverable timelines

- To include *2 goals and listed evaluation questions from Scope of Services p2-3*

### **Phase 2. Comprehensive Evaluation Planning**

#### 2.1 Development of **GIP logic model (if not developed by project team already)**; project team and ER work to develop an overarching logic model

- Logic model should detail the resources, activities, outputs, outcomes (short, medium, and long term), and overall desired impact of the GIP
  - Outcomes will be mutually defined

#### 2.2 Design formative evaluation

- Determine formative questions for evaluation
  - Questions such as the following can be considered:
    - Is the program reaching the intended number of participants?* (distribution of funds, attrition, etc.)
    - How are inputs contributing to program functioning?* (staff and participant feedback)
    - Is the program being delivered as intended?* (assignment to condition, communication between staff and participants, distribution of funds)
    - Are short-term outcomes promising?*
    - What factors may affect the intervention?* (external or environmental factors or events)
- Determine key points of implementation, along with their timelines and objectives
- Determine data sources
- Determine, identify and/or design quantitative measures
- Determine, identify and/or design qualitative measures
  - *Satisfaction surveys* should be included in measures to assess beneficiaries and program staff satisfaction with Pilot Implementer services, communication, and collaboration support
  - *Implementation Touchpoint Interviews (ITIs)* could be used to provide a quantitative score relative to satisfaction or perceived usefulness with semi-structured questions allow for reflective responses on what went well or what could be improved.

2.3 Design RCT impact evaluation – it is highly advised that the study follow (in large part) the **SEED Design and Pre-Analysis Plan**; as such, while the intervention will last for 18 months, data should be collected over a 2-year period

- Determine RCT samples: control vs. implementation
  - First cohort (Guaranteed Income) to be selected by randomization in the top ten high-poverty zip codes where residents have been adversely impacted by the COVID-19 pandemic and corresponding economic crisis;
  - Second cohort (Guaranteed Income + Services) to be selected by identified priority populations under ACCESS<sup>4</sup>, which include the Violence Prevention and Maternal Health cohorts.
- Calculate sampling plans and power analyses
- Determine and/or design quantitative measures
  - As with the SEED<sup>4</sup>, similar longitudinal measures may be used:
    - **Income volatility** *could* be measured be measured monthly through self-reporting and calculated by the coefficient of variation, similar to the method used by the U.S. Financial Diaries study
    - **Physiological distress** and **Physical functioning** (health) *could* be measured SF-36 and the Kessler 10 (RAND Corporation, 2018; Kessler, et al., 2002)
    - **Family dynamics and parenting** *could* be measured via the Confusion, Hubbub, and Order Scale (Matheny, 1995).
    - **Food security** *could* be measured through the Household Food Insecurity Access Scale (Coates, Swindale, Bilinsky, 2007).
    - **Material hardship** *could* be measured via selected questions from the Survey of Income and Program Participation (SIPP, 2008).
    - **Agency** *could* be measured through the Hope Scale (Snyder et. al., 1991).
    - **Perceived stress and well-being** *could* be measured be measured by the Perceived Stress Scale (Cohen, Kamark, Mermelstein, 1994) and Mattering Index (Elliot, Kao, Grant, 2004).
  - As with the SEED<sup>2</sup>, surveys will also include space for qualitative responses to allow reflection on how disbursements may interfere with safety net benefits, such as food stamps, health insurance, or Supplemental Security Income.
- Prepare analysis plans (special attention will be given to disaggregating equity related data)

2.4 Qualitative exploration protocols

- Determine sample size and number of focus groups needed, key groups
- Determine overarching framework and questions for interview guides
  - As with the SEED<sup>2</sup>, qualitative research may be used to explore physiological distress and physical functioning (health)
- Determine analysis plan and codebook requirements

2.5 Circulate for review with key stakeholders; update and finalize protocols

2.6 Finalize evaluation protocol for the 18 moth pilot (identify interim and final report deliverables)

2.7 Regular reporting of findings

- Bi-weekly check-ins with the program team and monthly reporting on milestones and progress

### Phase 3. GIP Implementation Evaluation

3.1 Set up data collection and monitoring plan, including protocols, processes, and major implementation points

- Identify who is responsible for collecting what data and when
- Data to be collected should include input and review by stakeholders

3.2 Provide staff training (if necessary)

3.3 Conduct periodic qualitative interviews (ITIs) with key points of contact

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<sup>4</sup> ACCESS is a coordinated and client centered safety net service delivery model administered by HC Public Health; funds would be available for ACCESS participants to maximize the impact of targeted services offered to participants by HC agencies. (RFP, p3)



- Determine their understanding of key points of implementation and identify if implementation occurred as planned/designed
  - Identify areas of support needed and a plan for addressing it
  - Interview protocols will include input and review by stakeholders
- 3.4 Conduct quarterly quantitative data review for impact. Analysis will include input and review by stakeholders
- Disaggregate data to determine issues of racial, social, and economic equity that may need addressed
  - Identify areas of support needed and a plan for addressing it
- 3.5 Document timeline, process, lessons learned, and over-arching recommendations (on-going)
- Findings will include input and review by stakeholders
- 3.6 Regular reporting of findings
- Bi-weekly check-ins with the program team and monthly reporting on milestones and progress

#### **Phase 4. GIP Impact Evaluation (RCT)**

- 4.1 Set up data collection and monitoring plan, including protocols, processes, and check points
- Identify who is responsible for collecting what data and when
  - Data to be collected should include input and review by stakeholders
- 4.2 Provide HCPH staff training (if necessary)
- 4.3 Initiate and monitor quantitative data collection through **measures defined in Phase 2.4.**
- Data collection will be monitored monthly to identify any key groups of interested that may need targeted data collection and data validity
- 4.4 Conduct periodic quantitative data review. Analysis will include input and review by stakeholders
- Disaggregate data to assess racial, social, and economic equity that may need to be addressed
  - Identify areas of support needed and a plan for addressing it
- 4.5 Conduct semi-structured stakeholder interviews (program personnel and beneficiaries) to better understand the mechanisms of impact, individuals' experiences, the constraints they face, etc.
- Randomly select a subset of the sample (likely 100 individuals) to interview twice each year. Additional interviews may be scheduled to explore unexpected findings/anomalies in the survey and administrative data and as needed to document causal mechanisms.
  - Code for themes and analyze interview data to identify areas of key support (impact) and supplement information gathered through surveys
- 4.6 Conduct analysis to answer evaluation questions
- Use descriptive and inferential statistics to identify areas of program impact, where possible
  - Disaggregate results by race/ethnicity, gender, and other demographics to determine if impact is greater for some groups than others (i.e., moderation analysis)
  - Pull results from the qualitative and quantitative analyses to highlight the successes of the programs and actionable recommendations for program improvement and sustainability
- 4.7 Document timeline, process, lessons learned, and over-arching recommendations (on-going)
- Findings will include input and review by stakeholders
- 4.8 Regular reporting of findings
- Bi-weekly check-ins with the program team and monthly reporting on milestones and progress

#### **Phase 5. Cost Analysis**

- 5.1 Design cost analysis
- Determine program cost/decision paths, QOL calculations, and cost sources used in past/current HC Public Health calculations
  - Determine ROI of program components, costs such as upfront costs, tangible & intangible costs, ongoing or future costs, any potential risks that may have a cost, status quo cost
  - Prepare cost analysis plans and data sources (special attention to disaggregating equity related data)
- 5.2 Prepare calculations and analysis of cost analysis including disaggregating equity demographics
- 5.3 Prepare tables and graphs and report components, include interpretation and recommendations

## Phase 6. Findings & Reports

### 6.1 Prepare (Branded) Interim Evaluation Report

- Summarize preliminary results describing participant characteristics and equitable participation, successes and challenges, progress made towards program goals/outcomes, and outputs, sustainability, and best practices. Per the RFP (p5) at least:
  - Demographic profiles of participants and assignment to conditions;
  - Outcome measures and changes;
  - Pilot processes (assignment to condition, communication between staff and participants, distribution of funds, response rates to surveys, attrition, etc.);
  - Staff and participant feedback regarding the Pilot and its administration and evaluation;
  - External or environmental factors or events that might affect the intervention or conclusions drawn from the evaluation
- Report strengths and limitations of evaluation design
- Detail next steps, respond to feedback from HCPH and Pilot Implementer

### 6.2 Prepare Post Pilot (Branded) Evaluation Report (Similar steps as 6.1)

## Data & Privacy Management (Across All Phases)

Elite Research typically uses the secure and compliant file hosting services by Dropbox. Dropbox standards and regulations using these frameworks. All files stored online by Dropbox are encrypted and kept in secure storage servers. Storage servers are located in data centers across the United States. To satisfy client requirements, ER may be required to utilize one or more 3<sup>rd</sup> party survey and data collection tools. ER has significant experience with many tools and based on client need may recommend or engage a vendor to provide this service. In such case, ER will:

- Ensure that selected tools/vendors have implemented privacy policies and security standards regarding the collection and storage of survey data
- Ensure that the select survey tools/vendors implement a data retention/deletion policy to match client requirements
- Ensure that any data that is extracted from a collection tool for analysis by ER has been de-identified.
- Based on client request, replace a tool/vendor with one of the client's preferences. This may result in a change to the cost structure of the project.

Any electronic transmission of sensitive data should be executed in a manner that protects it against unauthorized access and ensures its integrity. ER follows standard deidentification and redaction policies. Internal processes for data breaches or impermissible use or disclosure under the Privacy Rule are reported to a director or officer of the company. Risk management and emergency access policies are in place. Technological onboard and offboarding along with procedures for encryption and decryption, automatic logoff, passwords, and document destructions are maintained by HR.

## Deliverables

Elite Research proposes the following phased deliverables:

- Updated evaluation goals, deliverable timelines and milestones, and evaluation plans
- Baseline measures, including surveys and interviews for key stakeholder groups
- Data for specific outcome metrics, catalog, and codebooks of data sources
- Protocols for data collection, monitoring, access, and use for analysis
- Deidentified data files and codebooks, statistical syntax, outputs, tables, results in lay terms
- Quarterly reporting of qualitative and quantitative data
- Branded draft and final Mid Evaluation Report 1
- Periodic (TBD) reporting of qualitative and quantitative data
- Updated versions of process and code files
- Quarterly reporting of qualitative and quantitative data
- Branded draft and final Evaluation Reports

## Timeline of Deliverables

The timeline outlined in the RFP states a two-year project period starting in August 2023. The timeline proposed below is dependent on the award date and modified components to the proposed Work Plan defined in the initial planning phase. The project is broken down into an 18-month pilot program beginning in August 2023.

Project Segment Phase/Step	Responsible	2023-2025																							
		Q3			Q4			Q1			Q2			Q3			Q4			Q1			Q2		
		1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
<b>Phase 1. Initial Planning &amp; Review</b>																									
1.1 Initial meeting(s)	ER/HCPH																								
1.2 Gather/review data sources and documents	ER/HCPH																								
1.3 Review goals and key (evaluation) questions	ER/HCPH																								
<b>Phase 2. Comprehensive Evaluation Planning</b>																									
2.1 Development of GIP logic model	ER																								
2.2 Design formative evaluation	ER																								
2.3 Design RCT impact evaluation	ER																								
2.4 Qualitative exploration protocols	ER																								
2.5 Circulate and review with key stakeholders	ER/HCPH																								
2.6 Finalize evaluation protocol for Year 1	ER																								
2.7 Regular reporting of findings	ER																								
<b>Phase 3. GIP Implementation Evaluation</b>																									
3.1 Set up data collection and monitoring plan	ER																								
3.2 Provide staff training (if necessary)	ER/HCPH																								
3.3 Conduct periodic qualitative interviews (ITIs)	ER																								
3.4 Conduct quarterly quantitative data review for impact	ER																								
3.5 Document	ER																								
3.6 Regular reporting of findings	ER/HCPH																								
<b>Phase 4. GIP Impact Evaluation (RCT)</b>																									
4.1 Set up data collection and monitoring plan	ER																								
4.2 Provide HCPH staff training (if necessary)	ER/HCPH																								
4.3 Initiate and monitor quantitative data collection	ER																								
4.4 Conduct periodic quantitative data review	ER																								
4.5 Conduct semi-structured stakeholder interviews	ER																								
4.6 Conduct analysis to answer evaluation questions	ER																								
4.7 Document	ER																								
4.8 Regular reporting of findings	ER/HCPH																								
<b>Phase 5. Cost Analysis</b>																									
5.1 Design cost analysis	ER/HCPH																								
5.2 Prepare calculations and analysis	ER																								
5.3 Prepare tables and graphs and report components	ER																								
<b>Phase 6. Findings &amp; Reports</b>																									
6.1 Prepare (Branded) Interim Evaluation Report	ER																								
6.2 Prepare (Branded) Pilot Evaluation Report	ER																								

Section III: PRICING INFORMATION

## Pricing Information

### How do you approach designing a budget for your projects? What is your proposed budget, staffing plan, and expected resources needed for provision of the services that you have proposed?

We itemize the personnel needed to complete each task, we compute total time used in the past and estimate time needed for the work needed. Invoicing occurs based only on time used, and time unused is unbilled. The engagement costs of this proposal are outlined in the table below based on the proposed work plan and timeline, and in alignment with the SOW. The costs associated with consulting services are invoiced in ¼ hour increments. ER uses a blended hourly rate for the proposed work plan for the project team members. Blended hourly rates are calculated based on salary, fringes, benefits, and operating expenses as standard to the industry with our **government non-profit entity discount of 10%** already applied. Software, instruments, and licenses needed for this project are owned and operated by Elite Research.

The proposed cost of the work plan is below based on the project team's hourly work toward the outlined phases. Communication and meetings are included in each phase. This table may be modified with approval by both parties for potential change in scope of work. It does not contain costs for participant incentives, additional subject matter experts, travel, or other expenses, should any be identified and approved during the project.

Project Segment Phase/Step	Hours Range Low - High	Cost Range Low - High
Phase 1. Initial Planning & Review	350 - 456	\$46,500 - \$60,451
Phase 2. Comprehensive Evaluation Planning	600 - 780	\$87,450 - \$113,685
Phase 3. GIP Implementation Evaluation	1500 - 1950	\$208,800 - \$271,440
Phase 4. GIP Impact Evaluation (RCT)	1650 - 2145	\$229,800 - \$298,740
Phase 5. Cost Analysis	525 - 684	\$77,875 - \$101,238
Phase 6. Findings & Reports	345 - 449	\$48,950 - \$63,635
Travel Expenses	N/A	\$4,800 - \$9,000
Program Participant Collection (Postal Mail; Phone; Text)	N/A	\$4,500 - \$9,000
Comparison/Control Collection (Postal Mail; Phone; Text)	N/A	\$13,500 - \$21,600
Comparison Participant Fees	N/A	\$40,000 - \$80,000
Project Phase/Step Total	4970 - 6464	\$699,375 - \$909,189
Government/Non-profit Entity Discount 10%		\$69,938 - \$90,919
Project Fees/Fixed Costs Total		\$62,800 - \$119,600
Project Total with Discounts & Fees		\$692,238 - \$937,870

Section IV: MWBE GOAL PARTICPATION INFORMATION PACKET  
WITH GOAL INSERTED

## MWBE Goal Packet

**GOAL:** Elite Research is a WBENC certified WOSB and WBE who plans to meet 100% of the set aside needed. Their partner organization Divergent Web Solutions is also a certified WBENC WOSB and WEBE. They have completed and are currently working with organizations in Harris County including Harris County, Harris County Public Health, Memorial Herman, Episcopal Dioceses of Texas, Every Village, and the Episcopal Health Foundation. This statement is confirmation that the MWBE Goal participation is met with this contract.

### M/WBE GOAL PARTICIPATION

Harris County (County) strives to engage with prime contractors and subcontractors that represent the diverse businesses of the County. We will ensure that historically underutilized minority- and woman-owned businesses (M/WBEs) receive a fair and equal opportunity to participate in the County's procurement process. *The County requires Vendors to make a good faith effort to meet or exceed a 15% goal for participation by M/WBEs on this project.* Failure to either demonstrate that the proposer will meet the M/WBE goal or has made sufficient good faith efforts to do so at the time of bid submission will result in the rejection of the bid. The ability or desire of the proposer to perform the project work with its own organization does not relieve the proposer of the responsibility to make good faith efforts.

Additional definitions and guidance are provided in the County's Minority- and Woman-Owned Business Enterprise Policy, adopted in 2020.

M/WBE Utilization Plan - Bidder shall include a M/WBE Utilization Plan to meet the M/WBE goal established for this project by Harris County. If the bidder is unable to meet the established M/WBE goal, the bidder must illustrate a good faith effort was fulfilled which will be evaluated by Harris County. *If the M/WBE Utilization Plan or documentation of good faith efforts is not submitted prior to the date and time set forth by this bid, the bid will be considered non-responsive.*

Minority and Women-Owned Business Enterprise Utilization Commitment Form - Offeror shall complete and return as specified herein.

For purposes of the bid, Harris County will accept M/WBE certifications from the City of Houston, Historically Underutilized Business certifications (HUB) from the State of Texas, Disadvantaged Business Enterprise (DBE) certifications from the Texas Unified Certification Program and 8(a) certifications from the U.S. Small Business Administration. A copy of the proposed M/WBE firm's certification sought to be counted towards the M/WBE goal and a Letter of Intent (LOI) shall accompany the bid. The firm must be certified at the time of bid submission; pending applications will not be accepted.

Only Certified businesses that have Significant Local Presence can be counted towards the contract goal. To establish a Significant Local Presence, a firm without a location in the market area can provide documentation that it has performed at least three contracts or subcontracts, in the market area (the counties of Harris, Fort Bend, Montgomery, Brazoria, and Galveston Counties, Texas) in the last three years. A location utilized solely as a post office box, mailbox, or telephone message center, or any combination thereof, with no substantial work function, shall not be construed as Significant Local Presence.

Participation by certified M/WBEs will be counted as follows:

1. The proposer that is an M/WBE may count the entire amount of the prime contractor's self-performance that the M/WBE is performing with its own forces.
2. When an M/WBE subcontracts part of the work of its contract to another firm, the value of the sub-contracted work may be counted only if the M/WBE's subcontractor is itself an M/WBE. Work that an M/WBE subcontracts to a non-certified firm does not count towards the M/WBE contract goal.



3. The proposer may count a M/WBE supplier towards the M/WBE goal if the supplier meets the following criteria: Negotiate Price; Determine quality and quantity; Order the materials; Receive the invoice in the certified firm's name; Pay for the material itself; Control Delivery; and Be certified to provide the supplies in the appropriate NAICS code.
4. When an M/WBE performs as a participant in a joint venture, the joint venture proposer may count only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the M/WBE performs with its own forces. The M/WBE participant in the joint venture must be responsible for a clearly defined portion of the work to be performed equal to its share in the ownership, control, management responsibility, risks and profits of the joint venture. The County shall review the profits and losses, initial capital investment, actual participation of the M/WBE joint venture partner in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the joint venture. The joint venture agreement must be approved by the County and it is required to operate in accordance with the approved joint venture agreement.

**Calculating MWBE Participation:**

1. The proposer may count the entire amount of that portion of the contract that is performed by the M/WBE's own forces, including the cost of supplies and materials, or equipment leased by the M/WBE for the work of the contract. Supplies and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliate does not count towards the contract goal.
2. The proposer may count the entire amount of fees or commissions charged by an M/WBE for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the County determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The proposer may count the entire amount of expenditures with M/WBEs for materials or supplies, provided the M/WBE is responsible for ordering and paying for the materials and supplies in full, using its own credit and accepting all the risks of the purchase.
4. Provided that the M/WBE firm is responsible for ordering and paying for the materials and supplies in full, the proposer may count sixty percent (60%) of the cost of the goods or supplies toward M/WBE goals.
5. If the materials or supplies are obtained from a M/WBE manufacturer, the proposer may count one hundred percent (100%) of the cost of the materials or supplies toward M/WBE goals.
6. For additional information regarding credit towards M/WBE contract goals for the services of trucking firms, reference Section VIII of the *Harris County M/WBE Program Administrative Manual* located at: <https://deeo.harriscountytexas.gov/Supplier-Diversity>

The dollar value of work performed under a contract with a certified firm after it has ceased to be certified can count toward the contract goal if the proposer's contract with the County was executed prior to removal of the firm's certification, except in situations where fraud is the reason why the firm is no longer certified.



M/WBE Subcontractor participation only counts toward a prime contractor's compliance with its Utilization Plan when the amount being counted has actually been paid to the M/WBE.

**Commercially Useful Function:**

Only expenditures to an M/WBE that is performing a commercially useful function shall be counted towards the contract goal. To perform a commercially useful function, the M/WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price (if applicable), determining quality and quantity (if applicable), ordering the material, and installing and paying for the material itself. To determine whether an M/WBE is performing a commercially useful function, the County will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the M/WBE credit claimed for its performance of the work, and other relevant factors.

An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in the contract through which funds are passed in order to obtain the appearance of M/WBE participation. In determining whether an M/WBE is such an extra participant, the County will examine similar transactions, particularly those in which M/WBEs do not participate. The prime contractor is responsible for ensuring that the firm is performing a commercially useful function. If the M/WBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the M/WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the County will presume that it is not performing a commercially useful function.

The proposer shall submit a Utilization Plan, Attachment j, with the bid. The Utilization Plan must demonstrate how it will meet the contract goal or demonstrate its good faith efforts to do so, as described below. The proposer must also submit a signed Letter of Intent for each M/WBE firm specified in the Utilization Plan, with a copy of each M/WBE's current Letter of Certification from a state or local government or agency recognized by the County as listed above.

When an M/WBE is presumed not to be performing a commercially useful function, the M/WBE may present evidence to rebut this presumption. The County's determination that an M/WBE is not performing a commercially useful function shall be final.

**Good Faith Effort:**

When a proposer cannot achieve the contract goal, the proposer must document its good faith efforts to meet the contract goal. Good faith efforts evaluations will consider, at a minimum, the proposer's efforts to do the following:

1. Attending pre-bid or pre-proposal meetings scheduled by the County to acquaint Contractors with M/WBEs available to provide relevant goods and services and to inform M/WBEs of subcontracting opportunities.
2. Soliciting through at least two reasonable, available and verifiable means, providing M/WBEs at least seven (7) business days prior to the bid opening date to allow the M/WBEs to respond to the bid.

3. Providing interested M/WBEs adequate information about the bid documents and requirements, including addenda, in a timely manner to assist them in responding to the bid.
4. Following up with the initial solicitations of interest by contacting the M/WBEs to determine, with certainty, their interest in responding.
5. Negotiating in good faith with interested M/WBEs that have submitted bids to the proposer.
6. Making efforts to assist interested M/WBEs regarding bonding, lines of credit, insurance, etc., where appropriate.
7. Making efforts to assist interested M/WBEs obtain necessary equipment, supplies, materials, or access to manufacturer's pricing, where appropriate.
8. Not rejecting M/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
9. Making economically feasible portions of the work available to M/WBE subcontractors to select those portions of the work consistent with the available M/WBE subcontractors, so as to facilitate meeting the goal.
10. The ability or desire of the proposer to perform the project work with its own organization does not relieve the proposer of the responsibility to make good faith efforts.
11. Proposers are not required to accept higher quotes in order to meet the contract goal.
12. Effectively using the services of minority/women community organizations; minority/women contractor groups; local, state and federal minority/women business assistance offices; and other organizations to provide assistance in solicitation and utilization of M/WBEs and/or DBEs.

Section V: MWBE Utilization Plan Commitment Form

MWBE Utilization Plan Commitment Form

**MINORITY- AND WOMAN-OWNED BUSINESS ENTERPRISE  
UTILIZATION COMMITMENT FORM**

The undersigned has satisfied the requirements of the specifications in the following manner (please check the appropriate space):

The proposer is committed to M/WBE participation on this project equal to or greater than the goal stated in the bid and has submitted WITH ITS BID and attached hereto a Letter of Intent for each M/WBE listed on the utilization form.

OR –

The proposer is unable to meet the goal, is committed to a minimum of  % M/WBE participation on this contract, and has submitted WITH ITS BID and attached hereto documentation of the proposer's efforts with respect to each of the good faith effort actions listed in the Good Faith Efforts Checklist. Vendors shall also provide a Letter of Intent for the minimum M/WBE participation they are able to meet.

Proposer:

By:  Digitally signed by Rene Paulson  
Date: 2023.07.19 11:09:51 -0500   
Signature Date

Address:

Zip Code:

Telephone No.:

Email address:

\*\*Vendors that are M/WBE and completing the percentage of the goal as the prime for this project shall submit this completed form, a Letter of Intent and their certification(s).

\*\*Vendors may utilize the Letter of Intent form provided within this package or may submit vendors own letterhead.

## M/WBE UTILIZATION PLAN

The *M/WBE Utilization Plan* must be completed and submitted by the time specified in the solicitation documents. If the goal was not achieved, good faith efforts documentation must be submitted with the *M/WBE Utilization Plan*. All questions in the Good Faith Efforts Checklist **MUST** be completed and submitted with the *M/WBE Utilization Plan* if the goal is not met. Attach additional sheets as necessary.

### Section I — Project Identification and Goal

Project Name	Uplift Harris County Evaluator
Solicitation Number	Job No. 210317

Project Goal	
M/WBE	0 %

### Section II — Prime Company Information

Name of Company	Elite Research, LLC		
Address	9901 Valley Ranch Parkway, E. Ste. 2035		
City, State Zip	Irving, TX 75063		
Phone	972-538-1374		
Name of Contact Person	Rene Paulson		
Email address for Contract Person	rpaulson@eliteresearch.com		
Telephone number for Contract Person	972-538-1374		
Is prime company M/WBE certified? (MBE/WBE, DBE, HUB, or 8(a))	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this *Utilization Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Utilization Plan* shall become a part of my contract with Harris County.

Rene Paulson, President & Senior Statistician

Name and Title of Authorized Representative

Rene Paulson

Digitally signed by Rene Paulson  
Date: 2023.07.19 11:15:02 -05'00'

7/19/2023

Signature

Date

#### For County Use Only:

I have reviewed this Utilization Plan and found that the Proposer **HAS** or **HAS NOT** complied as per the County M/WBE Policy.

Reviewer

Date:

- Tips:*
- Use the name of the firm as listed in the directory.
  - Ensure the firm is certified in the area in which they are participating on this project.
  - Ensure the firm's participation is in line with the scope and germane to the project.

**Section III — Utilization Plan Summary**

<b>Goals: Proposed Participation</b>			
Proposer's own participation in project		100.00	%
M/WBE(s): (MBE/WBE, DBE, HUB, or 8(a))			%
Non-Certified Subcontractor(s)			%
<b>Total Participation (must equal 100%)</b>		100.00	%

Is the stated M/WBE goal of the solicitation met? (If no, provide an explanation below, attach the Good Faith Efforts checklist, and documentation of good faith efforts)

Yes  No

**Explanation for not meeting the M/WBE Goal:**

<b><u>For County Use Only:</u></b>	
Verified Goal Attainment:	
M/WBE <input type="text"/> %	

**Section IV — Disclosure of M/WBE Participation**  
 Please list all M/WBE subcontractors below & Duplicate as Needed

*Tips: Use the name of the firm as listed in the directory.  
 Ensure the firm is certified in the area in which they are participating on this project.  
 Ensure the firm's participation is in line with the scope and germane to the project.*

Name of MBE/WBE Certified Firm	N/A
Certified by:	
Address/ City / State / Zip	
Name of Contact Person	
Email address for Contract Person	
Telephone number for Contract Person	
Percent of Subcontract	
Description of services	
6-digit NAICS code for work to be performed	

Name of MBE/WBE Certified Firm	
Certified by:	
Address/ City / State / Zip	
Name of Contact Person	
Email address for Contract Person	
Telephone number for Contract Person	
Percent of Subcontract	
Description of services	
6-digit NAICS code for work to be performed	

Name of MBE/WBE Certified Firm	
Certified by:	
Address/ City / State / Zip	
Name of Contact Person	
Email address for Contract Person	
Telephone number for Contract Person	
Percent of Subcontract	
Description of services	
6-digit NAICS code for work to be performed	

## SECTION VI — GOOD FAITH EFFORTS CHECKLIST

If the M/WBE goal was not achieved, this good faith efforts checklist and supporting documents must be submitted with the bid. Failure to do so will render the bid non-responsive and cause it to be rejected. Additional efforts after bid submission will not be considered in determining award of this contract. Attach additional sheets as necessary.

- Attended pre-bid or pre-proposal meetings scheduled by the County to acquaint Contractors with M/WBEs available to provide relevant goods and services and to inform M/WBEs of subcontracting opportunities.
- Solicited through reasonable and available means (e.g., written notices, advertisements) M/WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond. Attach detailed Contacts Log, including date, method of contact, person contacted and contact information, and the result of the contact.
- Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage M/WBEs to submit bids or proposals. Attach evidence of information provided, including the date, e.g., letters, emails, telephone logs, etc.
- Negotiated in good faith with interested M/WBEs that have submitted bids or proposals and thoroughly investigated their capabilities. Evidence of such negotiations includes the names, addresses and telephone numbers of M/WBEs with whom the vendor negotiated; a description of the information provided to M/WBEs regarding the work selected for subcontracting; and explanations as to why agreements could not be reached with M/WBEs to perform the work.
- Selected those portions of the contract consistent with the available M/WBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate M/WBE participation even when the proposer would prefer to perform those scopes with its own forces. Provide description of work selected.
- Made efforts to assist interested M/WBEs in obtaining bonding, lines of credit, or insurance as required by the County or the vendor for performance of the contract (if applicable).
- Made efforts to assist interested M/WBEs obtain necessary equipment, supplies, materials, or access to manufacturer's pricing, where appropriate.
- Effectively used the services of M/WBE assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of M/WBEs.

**\*\*This is not an exhaustive list. For additional information, please reference Section IX of the Harris County M/WBE Program Administrative Manual located on the DEEO's website at: <https://deeo.harriscountytexas.gov/Supplier-Diversity>**





# LETTER OF INTENT TO SUBCONTRACT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

\_\_\_\_\_ ("Contractor") agree to enter a contractual agreement with \_\_\_\_\_ ("M/WBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

Pursuant to Harris County's M/WBE policy, only M/WBE firms which are currently certified with one of Harris County's recognized certifying agencies may be counted towards meeting the M/WBE goal at the subcontracting level.

Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/WBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for an estimated amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total estimated contract value.

The parties acknowledge that any obligation of the prime contractor to enter into a subcontract agreement or purchase order with the subcontractor is expressly contingent upon the prime contractor entering into a contract with Harris County for the work as defined in the bid/proposal.

This document must be completed in its entirety by the Contractor and signed by both the Contractor and the M/WBE Subcontractor.

Any false statements or misrepresentations regarding information submitted on this form may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

Contractor agrees to utilize M/WBE Subcontractor in the capacities indicated herein, and M/WBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Contractor.

\_\_\_\_\_  
Signature: Contractor

\_\_\_\_\_  
Signature: M/WBE Subcontractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Revised March 2022

## APPENDICES

Vendor Required Questions & Responses

Forms

Team Profiles

Elite Research Services

## Vendor Required Questions & Responses

- Does your organization have experience evaluating Guaranteed Income or Universal Basic Income programs in the past? What other experience does your organization have evaluating similar/ relevant interventions, such as interventions intended to address poverty, prompt economic mobility, or promote financial stability?

We have extensive experience over the last 20 years in interventions intended to address poverty, prompt economic mobility, or promote financial stability with 3 projects specifically evaluating Guaranteed Income programs. In the last 5 years we have completed or are currently working on 22 evaluations of projects that address poverty, prompt economic mobility, or promote financial stability. Here are some examples of those projects, including references.

**Project:** *Applied Research & Data Analysis, Strategic Planning and Management Strategies and Other Services*

**Partner:** Harris County

**Project Description:** ER is contracted as part of a bid to provide applied research and data analysis, strategic planning and management strategies and other services to include but not be limited to impact assessment, technology strategy, process and performance improvement, financial planning and performance budgeting, government capacity building, as well as supplementary research, evaluation, and technical assistance services on an as-needed basis. Specifically, Elite Research is poised to support Harris County for tasks such as gathering, analyzing and validating data and information, including secondary sources, preparing reporting/findings including graphs, charts or online reporting in near real time to provide support for applied research and data analysis, strategic planning and management strategies.

- In 2022 ER was awarded a contract with Harris County to support the Hire up Harris program within the City of Houston, TX with design and **development of logic models**, evaluation plans for both **implementation and outcome and impact evaluation** for the Apprenticeship awardees to collect information and assess how well the programs are working, whether the programs are being implemented as designed, and **whether the programs are accessible to their target population** to measure the effectiveness of the services provided and progress towards **anticipated performance outcomes**. Elite Research evaluates changes in job placement and wages over time and impact of financial resources and performs data audits and shares administrative data and supporting feedback

**Performance Period:** 2022 – Current

**Contact:** Soraida Rodriguez, Purchasing Coordinator, 713-274-4484, [Soraida.Rodriguez@pur.hctx.net](mailto:Soraida.Rodriguez@pur.hctx.net)

**Project:** *Public Health Nutrition Innovation Third-Party Evaluators*

**Partner:** Wilkenson Center, Texas Health Resources

**Project Description:** Social determinants that negatively impact health and wellbeing include poverty; lack of access to quality education or employment; unhealthy housing; unfavorable work and neighborhood conditions; exposure to neighborhood violence; and the clustering of disadvantage in particular groups of people and in particular places. Wilkinson Center's clients will improve their health outcomes by receiving financial coaching with a health equity lens, nutrition education, and access to healthy food. Wilkinson Center provides financial coaching to clients in the food pantry and the adult education program. This project adds a health education component to the coaching services already offered by Wilkinson Center. ER is contracted as the external evaluator for planning and analysis services of the THCI Community Grant.

**Performance Period:** 2022—Current

**Contact Reference:** Tauane Araujo Cruz, MBA, Director, Community Health Improvement, Texas Health Resources, 682-236-7455 [TauaneAraujoCruz@texashealth.org](mailto:TauaneAraujoCruz@texashealth.org)

**Project:** HHS-2023-ACL-AOA-ADPI-0045

**Partner:** Mississippi Department of Health Services

**Project Description:** State and community caregiver program grant development for **Health & Human Services** of narrative, logic models, and evaluation plans for the Community Living (ACL), Administration on Aging; Alzheimer's Disease Programs Initiative (ADPI) – State and Community Grant Program (Winter 2023) submitted 4/24/23. Census Bureau data extraction for the State by county.

**Contact:** Marshea Cooper, Division of Aging and Adult Services, [Marshea.Cooper@mdhs.ms.gov](mailto:Marshea.Cooper@mdhs.ms.gov)

**Project:** Third-Party Evaluation for the Youth Justice Impact

**Partner:** Harris County, Texas

**Project Description:** The Youth Justice Community Reinvestment Fund is a partnership between the Harris County Office of Safety (OJS), formerly known as the Justice Administration Department (JAD), and the Harris County Juvenile Probation Department (JPD) to expand and promote community-based programming for youth at risk or involved with the juvenile justice system. The Fund, which totals roughly \$2.8M, will make direct financial investments into community-based organizations at varying stages of organizational development. Change Happens, a Houston-based non-profit, was selected to serve as a “backbone” or intermediary organization that will assist organizations, or sub-grantee recipients of the fund, with technical support to become sustainable non-profit organizations. Change Happens will engage with community stakeholders to identify organizations doing innovative work directly in communities impacted by juvenile justice referrals. As the breadth of community-based organizations increases, the Fund enhances a community-based continuum of care in areas disproportionately impacted by juvenile justice referrals. Elite Research, as the third-party evaluator studying the impact of this fund in Harris County is producing data-driven outcomes, measuring the success of the model to increase community-based support for youth at risk, involved with juvenile justice.

**Period of Performance:** 2022 – Current

**Contact Reference:** Kelly Venci Gonzalez, Policy Analyst, Office of Safety and Justice, Harris County Juvenile Probation Department, [kelly.vencigonzalez@harriscountytexas.gov](mailto:kelly.vencigonzalez@harriscountytexas.gov)

**Project:** Youth Engagement in Sports

**Partner:** Texas Health Resources

**Project Description:** In 2019 we helped Texas Health Resources and their community partners secure a **Health & Human Services YES!** Initiative (Youth Engagement in Sports: Collaboration to Improve Adolescent Physical Activity & Nutrition) with a deadline of less than two weeks. Texas Health is the only health system in the nation awarded a grant from the U.S. Department of Health & Human Services for the Federal Youth Engagement in Sports (YES) initiative.

**Contact Reference:** Tauane Araujo Cruz, MBA, Director, Community Health Improvement, Texas Health Resources, 682-236-745, [TauaneAraujoCruz@texashealth.org](mailto:TauaneAraujoCruz@texashealth.org)

**Project:** *Community Services Assessment and Strategic Plan*

**Partner:** Community Action Agency — Michigan

**Project Description:** Community services assessments seek to gather data regarding the needs and services used of a community, in order to determine current situations and identify areas of action. They are essential to solid and comprehensive planning, so that resources are maximized and redundancies avoided. Elite Research conducted the assessment for Community Action Agency (CAA) to serve as a guide in planning and developing the next strategic plan and provision of services aimed at self-sufficiency, education, and support in Jackson, Lenawee and Hillsdale Counties to low-income residents. Elite Research also developed a written strategic plan document and operationalization of that plan that presents the planning process, the research, the analysis, opportunities, and strategies that will guide CAA for the next 2 to 3 years based on the assessment results.

**Performance Period:** 2021—Current

**Contact Reference:** Katrina Duling; Assistant to the CEO; 517-539-8317; [kduling@caaajlh.org](mailto:kduling@caaajlh.org)

- What recommendations or considerations do you have for conducting both a formative evaluation and impact evaluation over an 18-month operation period?

It is **highly suggested** that this GIP follow the protocols in the **SEED Design and Pre-Analysis Plan**<sup>5</sup> to ensure that there is comparable data across other similar studies. As such, this proposal outlines the process by which the impact evaluation (through a randomized control trial) could roll out – in the design phase, the team can decide which elements of the SEED design are pertinent to *this* HC GIP.

Specific to formative evaluation, while ER will monitor enrollment and retention numbers and other implementation data *as identified in the planning phase*, ER is suggesting a more time-efficient approach to this

<sup>5</sup> Martin-West, S., Castro Baker, A., Balakrishnan, S., Rao, K., and Tan, G. Y. (2019). Pre-Analysis Plan: Stockton Economic Empowerment Demonstration. <https://static1.squarespace.com/static/6039d612b17d055cac14070f/t/605029f652a6b53e3dd39044/1615866358804/SEED+Pre-analysis+Plan.pdf>

process in order to reduce analysis time and provide more time-efficient feedback to *improve* processes since the purpose of formative evaluations is to provide feedback, identify problems and areas of improvement, and monitor progress. Satisfaction surveys and Implementation Touchpoint Interviews (ITIs) are suggested as mechanisms for process improvement. ITIs are a quick quantitative and qualitative pulse check of that provides a respondent score relative to satisfaction or perceived usefulness with semi-structured questions allow for reflective responses on what went well or what could be improved. Summaries of the data are provided, along with scores and raw data, which is used to make quick and direct improvements to processes and implementation points (identified in the planning phases). Should HC and project team want a more formal interview structure for this element, a change order request can be initiated and the scope adjusted.

- Does your organization have existing data sharing agreements with government service or benefits entities (e.g., Texas Workforce Commission) to access administrative data such as individual employment status, earnings, public benefits utilization, healthcare utilization, etc.?

Elite Research requires data sharing agreements per project with identified data sources needed.

- Does your organization have experience conducting randomized controlled trial (RCT) and/or quasi-experimental study designs in an evaluation or research capacity?

The ER team has extensive experience designing and conducting randomized controlled trial (RCT) and quasi-experimental study designs in evaluation and research projects. Published RCTs are located under Dr. Sen Zhu, Dr. Rene Paulson, Dr. Wanyi Wang and Dr. Jacquelyn Stephens in the Team Profiles located in the appendix. These are not inclusive of all RCTs completed, but should serve as valid examples of experience. Specific project examples and references are available upon request.

- What are your organization’s strategies for conducting culturally competent evaluations?

Cultural competence is defined by the HHS’ Health Resources & Services Administration as the “behaviors, attitudes, and policies that can come together on a continuum that will ensure that a system, agency, program, or individual can function effectively and appropriately in diverse cultural interaction and settings. It ensures an understanding, appreciation, and respect of cultural differences and similarities within, among, and between groups”<sup>6</sup>. In 1998, Tervalon & Murray-Garcia<sup>7</sup> introduced the idea of cultural humility as “a lifelong commitment to self-evaluation and critique, to redressing power imbalances...and to developing mutually beneficial and non-paternalistic partnerships with communities on behalf of individuals and defined populations.” There has been much debate on whether professionals in public health, medical, social work, and other fields should take a cultural competence *or* a cultural humility approach to their work. We uphold the same position as Green-Moton and Minkler (2020)<sup>8</sup>, that “we see substantial complementarity and synergy between the concepts and practice of cultural humility and cultural competence.” Understanding that we cannot ever be *fully* competent in another’s culture, we view cultural competence as not something to be attained (or not), but rather a reminder and prompt to continue to strive to know more about and understand the communities with which we work, while being reflexive about our position as researchers and evaluators. The two concepts work together to provide professionals (and citizens at large) with critical tools for working with diverse individuals, groups, and communities in today’s complex world.

As part of our approach utilizing both practices, we understand that our own evaluation work is culturally-influenced, as is stated by the AEA<sup>9</sup> that, “Evaluations cannot be culture free. Those who engage in evaluation

<sup>6</sup> Selig, S., Tropiano, E., & Greene-Moton, E. (2006). Teaching cultural competence to reduce health disparities. *Health Promotion Practice*, 7(3 Suppl.), 247S–255S. <https://doi.org/10.1177/1524839906288697>

<sup>7</sup> Tervalon, M., & Murray-Garcia, J. (1998). Cultural humility versus cultural competence: A critical distinction in defining physician training outcomes in multicultural education. *Journal of Health Care for the Poor and Underserved*, 9, 117–125.

<sup>8</sup> Greene-Moton, E., & Minkler, M. (2020). Cultural competence or cultural humility? Moving beyond the debate. *Health Promotion Practice*, 21(1), 142–145. <https://doi.org/10.1177/1524839919884912>

<sup>9</sup> American Evaluation Association. (2011). *American evaluation association public statement on cultural competence in evaluation*. <https://www.eval.org/Portals/0/Docs/aea.cultural.competence.statement.pdf>

do so from perspectives that reflect their values, their ways of viewing the world, and their culture. Culture shapes the ways in which evaluation questions are conceptualized, which in turn influence what data are collected, how the data will be collected and analyzed, and how data are interpreted.” The ways in which we are mindful and committed to taking both a cultural competence and cultural humility approach include, but are not limited to:

- Practice cultural relativism; the idea that a person’s or group’s beliefs, values, and practices should be understood within context of their own culture and not judged by values and beliefs of another culture.
- Engage in self-reflective thinking.
- Take the time up front to really learn about the cultural realities of groups with whom we work in order to diminish misunderstandings and distrust that can hold partnerships from reaching full potential.
- Acknowledge our own explicit and implicit biases, assumptions, as well as stereotypic beliefs.
- Recognize and value natural systems (family, community, church, etc.) as support mechanisms.
- Understand that the needs of some groups may require that they are served and facilitated by people who share their cultural identity.
- Being conscious of the fact that cultural groups are affected—directly and indirectly—by the evaluation decisions, and working to ensure those perspectives are given consideration in the evaluation process.
- Listen to the needs of stakeholders without making generalizations about individuals based on some element or fact related to a cultural group.
- Analysis of data should include cultural and contextual factors related to the issue being evaluated.

Practical evaluation terms include educating ourselves about the cultural groups involved in the programs and evaluation, which can include literature reviews, desk research, and informational interviewing with stakeholders and other members of target populations. We provide surveys, interviews, and focus groups in multiple languages and include interpreters when appropriate. When collecting data, we consider diversity within target populations and strive to include voices from varied groups. We practice reflexivity and cultural awareness when designing data collection instruments such as questionnaires and interview and focus group guides by carefully scrutinizing instrument wording for appropriateness given the cultural context of target populations, and for biases or assumptions being reflected in the wording. We recognize that involving stakeholders in the evaluation process is essential to the success of an evaluation, and we draw upon them to provide feedback on data collection instruments, and we pilot instruments with target samples. Continuing this approach as evaluation plans and instruments are developed and utilized, as data are analyzed and interpreted, being careful of tokenism, avoiding jargon, exclusive language and behaviors, ensuring stakeholders from diverse backgrounds are a part of the process, and recognizing that diversity means relationships of difference are concrete ways to incorporate cultural competence and cultural humility into our work.

- What are the areas of concern or known barriers to economic mobility that might affect the success of this project? Are any such concerns or barriers unique to Harris County?

Economic mobility refers to the ability of individuals or families to change their economic status over time. Here are some key areas of concern for Harris County:

- **Income Inequality:** Rising income inequality can hinder economic mobility, as it makes it more difficult for individuals from lower-income backgrounds to move up the economic ladder. When a significant portion of wealth is concentrated in the hands of a few, it can lead to limited opportunities for others to access resources and invest in their own advancement.
- **Education Disparities:** Unequal access to quality education can perpetuate economic disparities. Education plays a crucial role in determining one's economic prospects. Limited access to good schools, higher education, and skill development programs can hinder upward mobility for those in disadvantaged communities.
- **Housing Affordability:** The cost of housing in many urban areas has been rising faster than income levels, making it challenging for low and middle-income families to afford suitable housing. Access to affordable and stable housing is essential for economic stability and advancement.
- **Lack of Social Mobility:** Social mobility, or the ability to move up or down the social ladder, is interconnected with economic mobility. Societal structures and biases can influence opportunities and



outcomes for different groups, creating barriers for certain demographics to access better jobs and resources.

- **Job Market Changes:** Technological advancements and globalization have transformed the job market, leading to job displacement and skills gaps. Workers who lack access to training and skill development opportunities may struggle to adapt to new job demands, hindering their economic mobility.
- **Discrimination and Bias:** Discrimination based on race, gender, ethnicity, or other factors can limit access to opportunities and resources, thus obstructing economic mobility. Bias in hiring, promotions, and access to financial services can perpetuate disparities in income and wealth.
- **Access to Credit and Financial Services:** Limited access to credit and financial services, particularly for individuals with low incomes or poor credit histories, can hinder their ability to invest in education, start businesses, or build assets.
- **Family Structure and Stability:** Family structure and stability can significantly impact economic mobility. Single-parent households or families facing financial instability may have fewer resources and support networks to help them advance economically.
- **Healthcare and Health Disparities:** Health issues can be both a consequence and a cause of economic mobility barriers. Lack of access to quality healthcare and health disparities can lead to increased financial burdens and decreased opportunities for economic advancement.
- **Intergenerational Transmission of Poverty:** Economic disadvantage can be passed down through generations. Children growing up in low-income households may face greater challenges in accessing opportunities and breaking the cycle of poverty.

During the formative evaluation, ER will work with the project team in the initial implementation to assess program functioning and make quick improvements and throughout full implementation to monitor outputs and short-term outcomes, assisting pilot implementers in responding to issues and challenges that may arise.

At the completion of the program, specific Outcome measures to assess economic mobility and analysis will address the question of the impact of the program on economic mobility of the program participants on comparison/control individuals, the cost analysis will address the benefit of the program on economic mobility and other key indicators relative to the cost of the program.

- How does your organization propose to take into consideration the effects of external or environmental events on the pilot project?

Elite Research provides the following Project Narrative as a brief description in their proposed role as the third-party evaluator of the GIP. Elite Research plans to provide qualified personnel, supervision services, materials, equipment, facilities, and travel (as needed) to assess equity in program participation in which the phased approach and deliverables follow approximately a 24-month timeline (Years 1 through 2). A mixed methods approach along with both impact (& financial impact) and implementation evaluation are proposed, along with initial discovery of the current GIP status. Recommendations based on the findings of the comprehensive evaluation may be used as a model future success.

- What are your organization's strategies for minimizing and addressing attrition that could occur in the treatment, comparison, or control conditions?
- What are your organization's strategies for encouraging responses to surveys and participation in other components of the evaluation plan for the treatment, comparison, and control conditions?

Many surveys are designed to collect information from vulnerable populations in need of support services. However, reaching these vulnerable populations and generating buy-in for participation in research can be challenging. Past research on surveying has shown that individuals from low socio-economic backgrounds and with low levels of education are less likely to complete surveys than their more affluent counterparts.<sup>10</sup> This

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<sup>10</sup> Knoll, M., Soller, L., Ben-Shoshan, M., Harrington, D., Fragapane, J., Joseph, L., ... & Clarke, A. (2012). The use of incentives in vulnerable populations for a telephone survey: a randomized controlled trial. *BMC Research Notes*, 5(1), 1–6.

pattern of non-response is problematic because the most disadvantaged individuals in a population often have the most revealing insights, and it is important that their voices be represented in population surveys.

Past research points to a set of strategies<sup>11</sup> that can increase participant engagement in survey research including a) financial incentives to complete surveys and b) providing participants multiple opportunities to complete surveys (i.e., follow-up requests). Financial incentives are especially effective when trying to recruit participants who are initially reluctant to participate.<sup>12</sup> Other ways to increase participant buy-in is by having trusted community members promote the survey and clearly communicate the purpose of the survey in lay terms.

When engaging in survey research, ER facilitates representative participation in surveys is by routinely monitoring the demographic characteristics of respondents to examine the representativeness of the survey sample. If some subgroups are underrepresented, survey promotion is carefully targeted to increase participation among underrepresented groups. ER also works with recruiters and local support agencies to identify solutions to recruitment challenges and ensure that the goals of the survey are communicated clearly and honestly to increase participant buy-in.

### Collecting Comparison Group Data

Another primary challenge of the evaluation may be securing quality data for a comparison/control group. ER will first seek to identify comparison individuals where the programs operate and determine which individuals who are most like program participants on key demographics and other key measures of interest. ER proposes using the coarsened exact matching approach. This approach exactly matches treatment and comparison individuals on dichotomous variables and proximately matches on continuous variables that have been temporarily coarsened (Iacus, King, & Porro, 2012)<sup>13</sup>. This approach is highly efficient, as it automatically drops observations outside of the extrapolation region and accounts for interactions between matching variables. Moreover, the approach achieves a high level of balance between treatment and comparison units while retaining a large proportion of treatment units in the analytical sample (Stuart, 2010)<sup>14</sup>.

Specific to equity, data gathered through metrics will be disaggregated by demographics that will help to understand where more targeted efforts need to be made.

When it comes to collecting and tracking output and outcome data, if the grantees do not already have a platform identified, **PsychData** is a strong option for consideration.

- How do you approach designing a budget for your projects? What is your proposed budget, staffing plan, and expected resources needed for provision of the services that you have proposed?

We itemize the personnel needed to complete each task, we compute total time used in the past and estimate time needed for the work needed. Invoicing occurs based only on time used, and time unused in unbilled. The engagement costs of this proposal are outlined in the table below based on the proposed work plan and timeline, and in alignment with the SOW. The costs associated with consulting services are invoiced in ¼ hour increments. ER uses a blended hourly rate for the proposed work plan for the project team members. Blended hourly rates are calculated based on salary, fringes, benefits, and operating expenses as standard to the industry with our **government non-profit entity discount of 10%** already applied. Software, instruments, and licenses needed for this project are owned and operated by Elite Research.

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<sup>11</sup> Smith, M. G., Witte, M., Rocha, S., & Basner, M. (2019). Effectiveness of incentives and follow-up on increasing survey response rates and participation in field studies. *BMC Medical Research Methodology*, 19(1), 1–13.

<sup>12</sup> Yu, S., Alper, H. E., Nguyen, A. M., Brackbill, R. M., Turner, L., Walker, D. J., ... & Zweig, K. C. (2017). The effectiveness of a monetary incentive offer on survey response rates and response completeness in a longitudinal study. *BMC Medical Research Methodology*, 17(1), 1–9.

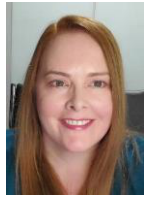
<sup>13</sup> Iacus, S. M., King, G., & Porro, G. (2012). Causal inference without balance checking: Coarsened exact matching. *Political Analysis*, 20(1), 1–24. <https://doi.org/10.1093/pan/mpr013>

<sup>14</sup> Stuart, E. A. (2010). Matching methods for causal inference: A review and a look forward. *Statistical Science: A Review Journal of the Institute of Mathematical Statistics*, 25(1), 1–21. <https://doi.org/10.1214/09-STS313>



The proposed cost of the work plan is based on the project team’s hourly work toward the outlined phases. Communication and meetings are included in each phase. Each table may be modified with approval by both parties for potential change in scope of work. It does not contain costs for participant incentives, additional subject matter experts, travel, or other expenses, should any be identified and approved during the project. See Section III for the budget details.

## Team Profiles



### RENÉ PAULSON

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(972) 538-1374

## BIOGRAPHY

Dr. Rene Paulson is the Founder, President, and Senior Statistician of Elite Research and Founder of Divergent Web Solutions. Her main goal in the development of both companies was to provide scientific and technical support to institutions seeking collaborative expertise across academic business functions including research and evaluation, program design, marketing and advertising, informational systems and technologies, operations and strategic planning, and finance. With a doctorate and master’s in experimental psychology from Texas Christian University, her personal research has been dedicated to attitude and behavioral change in relation to minority groups and women in STEM. Dr. Paulson has led the inception, strategic planning, implementation and staffing of the first research design and analysis center in Texas State institutions. She has sat on the boards for strategic planning, quality enhancement and improvement, and advancement and opportunity for various academic entities. She is exceptional at the evaluative process and hold a Six Sigma Black Belt in optimization. Her psychological background is a foundation for the way that she leads teams and motivates and propels her staff and colleagues. She has published her work in optimization, change management, research design, and evaluation for over 20 years.

## EDUCATION

Ph.D. Honorary, Community Leadership, Franklin University, 2015  
Ph.D. Experimental Psychology, Texas Christian University, 2004  
M.S. Experimental Psychology, Texas Christian University, 2001  
B.S. Psychology, Ohio University, 1999

## EXPERTISE

- Creativity in reviewing external and internal factors that are the bases for current or future strategies
- In-depth knowledge of performance measurement and corrective action
- Managing complex research projects and working with diverse internal and external teams to achieve project aims within a specified timeline
- Designing effective research and evaluation strategies
- High performer capable of leading exceptional team under tough deadlines to meet key deliverables and expectations
- Translating large amounts of data into succinct reports with evidence-based actionable items
- In-depth knowledge of rigorous research methods that align with unique needs of each project
- Creating tools and solutions for process optimization and presentation
- Multi-tasker, with strong organization ability; planning, project, and people management

## RELEVANT EXPERIENCE

Elite Research, LLC

- Direct team of consultants
- Research design and statistics

- Clinical protocols & program evaluations
- Evaluation of institutional and organizational effectiveness
- Factors for strategic development and implementation
- Optimization of data file management
- Training and capacity building
- Verification of statistical approaches
- Analyze data, manuscript preparation for grants, industry, and individual research
- Small and large group training seminars
- Organization-wide consulting

#### Divergent Web Solutions

- Direct technical teams from project inception to maintenance
- Develop long and short-term strategies for growth
- Develop and manage budgets for marketing, operations, and technology
- Recruit, manage, and develop personnel to support business growth
- Develop a culture of success and employee satisfaction
- Directs solutions to functional and technical problems
- Directs the work of project staff that design, develop, and test programs and information systems

#### Texas Woman's University

- Consult on research design and statistics for grant and faculty research
- Advise on data file management
- Training of statistical software
- Verification of statistical approaches
- Advise on manuscript and grant preparation
- Evaluation of institutional effectiveness
- Teaching, statistical programming packages, statistics primer, grant proposal development

## RELEVANT PROJECT SUMMARIES

- **Horizon Health.** Support the client with job description and salary structure for current and future staff of their Health Informatics team focused on research, statistics, and database management. Due to the unique nature of the type of staff employed on this team, a new designation of structured descriptions of job tasks and skills need to be defined to better attract and retain appropriate applicants. Allocating the current and future staff into a customized matrix of skill base will allow assessment of needs and training priorities for the overall team.
- **Fairbanks, LLC.** Compared two sample methodology results, random and segmented to show the impact on Medicaid services and state level school services reimbursements as well as reviewed historical data from at least two quarters and other background information regarding parameters, sampling information, and typical data patterns. Dr. Paulson also prepared a simulated data set, conduct simulation analysis for each method, compare the results, and create a justification report including the results, appropriate theory and references justifying the recommended current sampling approach.
- **Teacher Retirement System of Texas.** As part of their service evaluation, TRS contracted ER in early 2020 for their annual Membership Satisfaction Survey. This survey reviews member engagement of health, social, and economic variables, and products. Dr. Paulson supplied the data management, analysis, graph and chart creation, report, facilitated stakeholder meetings and board presentations. She also developed customized survey instruments with online and CATI data collection, visualization, as well as process optimization for multiple years.
- **Community Impact.** Assisted in documenting the prevalence of interpersonal violence and PTSD among income-assisted men and women living in priority and nonpriority neighborhoods of Toronto and testing the validity of a theoretical model that highlights the process by which neighborhood status and gender intersect to influence violence exposure, resource availability/accessibility, and development/persistence of PTSD, as well as to identify the foundation factors and root causes for sustainable change at various points in the community system.

- **Health and Education Alliance of Louisiana.** Provided routine training and capacity building to the HEAL team and their community partners, as well as developed logic models, evaluation plans, provided analysis, and evaluated whether HEAL programs are having a significant effect on student outcomes in these schools over a three-year time period. This project was conducted in conjunction with the program implementation team to provide reporting for the HEAL organization’s NOLA project effectiveness and development of CQI based on data informed decisions, as well as build tools for long-term analysis structure, coding, data preparation and other processes. The results of this 3-year assessment and capacity building significantly increased the funding and reach to the program, eventually resulting in standard screening practices in the NOLA school system.
- **Racial Equity Group.** Works with REG on collective efforts for clients in assessments to inform leadership of employee competency levels, data collection gaps, and opportunities to modify policies and practices to advance equity and become equity focused institutions. In this work, Dr. Paulson provides analytical support of the data (both primary and secondary) for action planning and implementation of change guidelines on DEI practices and policies to assess organizational pipeline, including development of performance indicators. Dr. Paulson conducts the sampling frame, survey tool setup, dissemination of link to respondents, data collection, performance analysis, and reporting/implementation. This helps to inform modifications and suggested opportunities to both current and future strategy for impact.
- **United Religions Initiative.** Conduct mixed methods impact assessment to explore the purpose of its interfaith cooperation model (Cooperation Circles), to understand if it is effective, relevant, impactful, and sustainable, and whether it is successfully adapting to the changing contexts and needs of its members. The impact assessment and capacity building will play a critical role in making data-informed decisions regarding planning, resources, challenges and gaps, goals, and future activity prioritization.
- **Lurie Children’s Hospital.** A multicenter study needs processed, uniform communication, and collaboration to create standard procedures to track goals/milestones, training and recruitment, to manage site communications and resource alignment. Dr. Paulson supports Lurie Children’s Hospital as an extension of their administrative team, focusing on system development of a 33-site study in administrative support in managing sites: communications, invoicing and payments for subcontracts, tracking training, trial participant recruitment and timelines.

## RELEVANT PUBLICATIONS

McFarlane, J., Maddoux, J., **Paulson, R.**, Symes, L., & Jouriles, E. N. (2020). An evidence-based assessment tool for estimating future post-traumatic stress disorder: A 7-year follow-up study. *Journal of Women’s Health*, 29(4), 520–523. <https://doi.org/10.1089/jwh.2019.7699>

Jouriles, E. N., McFarlane, J., Vu, N. L., Maddoux, J., Rosenfield, D., Symes, L., Fredland, N., & **Paulson, R.** (2018). Mother’s posttraumatic stress and child adjustment problems in families seeking services for intimate partner violence. *Journal of Consulting and Clinical Psychology*, 86(7), 604–614. <https://doi.org/10.1037/ccp0000318>

McFarlane, J., Karmallani, R., Khuwaja, H. M. A., Gulzar, S., Somani, R., Ali, T. S., Somani, Y. H., Bhamani, S., Krone, R. D., **Paulson, R. M.**, Muhammad, A., & Jewkes, R. (2017). Preventing peer violence against children: Methods and baseline data of a cluster randomized controlled trial in Pakistan. *Global Health: Science and Practice*, 5(1), 115–137. <https://doi.org/10.9745/GHSP-D-16-00215>

McFarlane, J., Pennings, J., Symes, L., Maddoux, J., & **Paulson, R.** (2016). Predicting abused women with children who return to the abuser: Development of a rapid assessment triage tool. *Violence Against Women*, 22(2), 189–205. <https://doi.org/10.1177/1077801215599843>

- Fredland, N., McFarlane, J., Symes, L., Maddoux, J., Pennings, J. **Paulson, R.**, Binder, B., & Gilroy, H. (2016). Modeling the intergenerational impact of partner abuse on maternal and child function at 24 months post outreach: Implications for practice and policy. *Nursing Outlook*, *64*(2), 156–169. <https://doi.org/10.1016/j.outlook.2015.10.005>
- Fredland, N., McFarlane, J. Gilroy, H., Nava, A., **Paulson, R.**, & Pennings, J. (2015). Connecting partner violence to poor functioning for women and children: Modeling intergenerational outcomes. *Journal of Family Violence*, *30*(5), 555–566. <https://doi.org/10.1007/s10896-015-9702-1>
- Maddoux, J. A., Liu, F., Symes, L., McFarlane, J., **Paulson, R.**, Binder, B., Fredland, N., Nava, A., & Gilroy, H. (2015). Partner abuse of mothers compromises children’s behavioral functioning through maternal mental health dysfunction: Analysis of 300 mother-child pairs. *Research in Nursing & Health*, *39*(2), 87–95. <https://doi.org/10.1002/nur.21708>
- McFarlane, J., Pennings, J., Liu, F., Gilroy, H., Nava, A., Maddoux, J. A., Montalvo-Liendo, N., & **Paulson, R.** (2015). Predicting abused women with children who return to a shelter: Development and use of a rapid assessment triage tool. *Violence against Women*, *22*(2), 189-205. <https://doi.org/10.1177/1077801215599843>
- Pennings, J., McFarlane, J., **Paulson, R.**, Fredland, N., Binder, Br., Koci, A., & Montalvo, N. (2015). Predicting behavioral dysfunctions of youth living in violent homes: A rapid assessment triage tool. *Journal of Applied Research on Children*, *6*(1).
- Hipolito, E., Samuels-Dennis, J., Shanmuganandapala, B., Maddoux, J., **Paulson, R.**, Saugh, D., & Carnaha, B. (2014). Trauma-informed care: Accounting for the interconnected role of spirituality and empowerment in mental health promotion. *Journal of Spirituality in Mental Health*, *16*(3), 193–217. <https://doi.org/10.1080/19349637.2014.925368>
- Koci, A. F., McFarlane, J., Cesario, S., Symes, L., Liu, F., Montalvo-Liendo, N., Bianchi, A., Nava, A., Gilroy, H., Zahed, H., & **Paulson, R.**, (2014). Women’s functioning following an intervention for partner violence: New knowledge for clinical practice from a seven year study. *Issues in Mental Health Nursing*, *35*(10). <https://doi.org/10.3109/01612840.2014.901450>
- Maziarz, M., Preisendanz, S., Sherrard, M., **Paulson, R.**, Imrhan, V., Prasad, Ch., Juma, S., & Vijayagopal, P. (2014). High-amylose maize resistant starch 2 favorably influences body composition in healthy overweight adults [Abstract]. *The FASEB Journal*. [https://doi.org/abs/10.1096/fasebj.28.1\\_supplement.641.4](https://doi.org/abs/10.1096/fasebj.28.1_supplement.641.4)
- Small, R., Tiernan, C., Kwon, Y., **Paulson, R. M.**, Imrhan, V., Prasad, C., Vijayagopal, P., & Juma, S. (2014). Age-associated effect of freeze-dried grape powder on inflammatory markers and physical activity in adults with knee osteoarthritis [Abstract]. *The FASEB Journal*. [https://doi.org/abs/10.1096/fasebj.28.1\\_supplement.1025.8](https://doi.org/abs/10.1096/fasebj.28.1_supplement.1025.8)
- McFarlane, J., Symes, L., Binder, B., Maddoux, J., & **Paulson, R.** (2014). Maternal-child dyads of functioning: The intergenerational impact of violence against women on children. *Maternal and Child Health Journal*, *18*(4), 2236–2243. <https://doi.org/10.1007/s10995-014-1473-4>
- McFarlane, J., Nava, A., Gilroy, H., **Paulson, R.**, & Maddoux, J. (2012). Testing two global models to prevent violence against women and children: Methods and policy implications for a seven year prospective study. *Issues in Mental Health Nursing*, *33*(12), 871–881. <https://doi.org/10.3109/01612840.2012.731135>

## TECHNICAL CAPABILITIES

Research Skills: Evaluation Design, Data Collection Procedures, Publication and Report Dissemination, Presentation of Findings, Interviewing Skills, Focus Group Moderation Experience, Qualitative Coding and Theme Building Analysis, Statistical Analysis, Data Processing, Data Visualization, Machine Learning (Regression, Classification, Clustering), Deep Learning (CNN, RNN), Time Series Forecasting

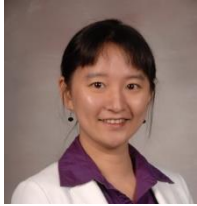
Statistical Skills: Bivariate Statistics (crosstabs, t-tests, correlations, ANOVA, and MANOVA), Multivariate Statistics (linear, logistic, ordinal, multinomial, Poisson, Negative binomial, Probit, Tobit, and GLM), Time Series Forecasting, Hierarchical Linear Modelling (HLM), Structural Equation Modelling (SEM), Factor Analysis, Power Analysis, Missing Replacement Techniques, Bayesian Techniques

Software Proficiencies: MS Office Suite, Six Sigma, Trello, Java 8, Adobe Suite, Prezi, Oracle, Google Suite, Web Browsers, Photoshop, FileZilla, Notepad++, Dropbox, R/RStudio, SPSS, MySQL, Microsoft SQL Server, Microsoft Access, Google Ads & Analytics, Moz, Google Keyword Planner, Social Media Platforms

## PROFESSIONAL AFFILIATIONS

American Statistical Association  
Search Engine Marketing Professionals Organization  
International Mathematical Optimization Society  
Association for Women in Mathematics

Regional Educational Laboratories Southwest  
Psi Chi, National Honor Society in Psychology  
Society for Personality and Social Psychology  
Southwestern Psychological Association  
Society for the Scientific Study of Religion



## WANYI WANG

Biostatistician

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(972) 538-1374

## BIOGRAPHY

Dr. Wang received her PhD in Exercise Science and MS in Statistics and Data Science from University of Texas at Austin. Dr. Wang specializes in grant proposal consultation, research design, and analysis. She has strong experience in research design, especially in the areas of biomedical and health sciences. She is also experienced in proposal development, sample size determination, data analysis, and manuscript preparation, as well as extensive knowledge of advanced statistical methods, including regression, structural equation modeling (SEM), and mixed models. She is fluent in SPSS, Amos, GraphPad Prism, and MedCalc, and experienced in R, SAS, Stata, and Tableau. Dr. Wang also provides workshops for grant development, research design, and statistical software, such as SPSS. Dr. Wang's personal research interest focuses on public health, nutritional supplementation, and exercise metabolism. Her most recent research about carbohydrate and protein supplementations on mTOR signaling pathways post resistance exercise was published in PlosOne. Currently and over the past several years she has worked in Health Science on the design and statistical analysis, and published several more articles.

## EDUCATION

Ph.D. Exercise Science with Interdisciplinary Program of Nutrition & Pharmacy, University of Texas - Austin, 2016

M.S. Statistics and Data Sciences, University of Texas – Austin, 2016

M.S. Exercise Science, University of Texas – Austin, 2011

B.S. Experimental Medicine, Peking University Health Science Center, 2008

## EXPERTISE

- Capable of leading high performing research teams under tough deadlines to meet expectations of client/program needs
- Creating tools and solutions for data visual presentation
- In-depth knowledge of statistical techniques and modeling
- Profound experiences in building machine learning models for prediction and actionable insights
- Creativity and forethought in solving complex project issues
- Multi-tasker, with strong organization ability, planning and project management

## RELEVANT EXPERIENCE

### Elite Research, LLC

- Research Design and Statistics
- Training of Statistical Methods and Software
- Grant Writing, Review and Preparation
- Manuscript Preparation
- Statistical Analysis

### Texas Woman's University

- Consultation on Research Design for Faculty Research
- Guidance on Data Preparation and Analysis for Student Projects
- Survey Development Support
- Grant Review
- Training and Workshop of Software, Statistics, and Grant
- Manuscript Preparation and Review



The University of Texas at Austin

- Experimental Design
- Bench Work on Animal and Human Study
- Performing Phlebotomy and Assisting Muscle Biopsy on Participants
- Statistical Analysis and Manuscript Preparation

## RECENT PROJECT SUMMARIES

- **Lurie Children's Hospital.** Submission of the investigators new drug application and U01 and award for an asthma treatment in toddlers and infants through NIAID. IND strategy, forms, application support included additional publications and analysis. Coordination of documentation and technical written preparation of the Investigational Plan/Brocure, protocols, chemistry, manufacturing and control information, and previous human experience was collected and reported.
- **SUNY Upstate Medical University.** Examining the immune responses in human subjects to determine response to symptoms for a specific virus over the course of a 28-day collection with analysis coding, output, figures and lay terms for data. Hierarchical cluster analysis with heatmap and correlation matrices for mediator grouping which shared similar change trends in dosing. Relationship comparison between mediators with clinical symptom identification. The mediators' correlations were examined by viral load.
- **University of Arlington – Grant Academy.** Office of Grants and Contracts contracted ER to support and oversight of sponsored projects by offering a 26-week program to build grantseeking skills, strategic approach to grant funding, and provide professional development in research focus and trajectory across the institution for multidisciplinary proposals.
- **Texas Woman's University.** As a Senior Statistician/Biostatistician for the Institute of Health Sciences in Houston, through the Research and Sponsored Programs Office, provides research design, grant preparation and post-award evaluation, and advanced statistical analysis.

## RELEVANT PUBLICATIONS

Tagoe CE, **Wang W**, Barbour KE. Association of the anti-thyroid peroxidase antibody with chronic hand pain in older adults in the Third National Health and Nutrition Examination Survey: a cross-sectional study. *Ther Adv Musculoskelet Dis.* 2023, 4(13) 15:1759720X231154984. doi: 10.1177/1759720X231154984. PMID: 37063458; PMCID: PMC10102935.

Brito-Silva Francilia de K., **Wang W**, Moore Carolyn E., Warren Cynthia, Mikentinas D., Tucker W., and Davis, Kathleen E. College Campus Food Pantry Program Evaluation: What Barriers Do Students Face to Access On-Campus Food Pantries? *Nutrients.* 2022, 14(14), 2807. <https://doi.org/10.3390/nu14142807>

Prajapati Miteshri, Unruh Deborah, **Wang W**, Dave J, Castro A. College Students' Experience Utilizing a Food Scholarship program During the COVID-19 Pandemic. *Current Developments in Nutrition.* 2022, 6(Supplement\_1)223-223. <https://doi.org/10.1093/cdn/nzac048.037>.

Tagoe CE, **Wang W**, Wang S, Barbour KE. Association of anti-thyroid antibodies with radiographic knee osteoarthritis and chondrocalcinosis: a NHANES III study. *Ther Adv Musculoskelet Disord.* 2021;4(13):1759720X211035199. doi:10.1177/1759720X211035199. PMID: 34394750; PMCID: PMC8358581

Hay CC, Pappadis MR, Sander AM, Weller SC, **Wang W**, Reistetter TA. (2021) Important-performance analysis to conceptualize goal priorities in community dwelling stroke survivors. *Top Stroke Rehabil.* 2021;19:1-11. doi:10.1080/10749357.2021.1928838. Epub ahead of print.

Shani P, Raeesi K, Walter E, Lewis K, **Wang W**, Cohen L, Yeh GY, Lengacher CA, Wayne PM. (2021) Qigong mind-body program for caregivers of cancer patients: design of a pilot three-arm randomized clinical trial. *Pilot Feasibility Stud.* 2021;7(1):73. doi:10.1186/s40814-021-00793-4

Du X, Muniz A, Sissons J, **Wang W**, Juma S. Consumer acceptance of egg white partially substituted with mushrooms and mushroom–egg white flavor pairing. *Food Sci Nutr*. 2021;9(3):1410-1421. doi:10.1002/fsn3.2105

Smith TM, **Wang W**. Comparison of a standard computer-assisted cognitive training program to a music enhanced program: A mixed methods study. *Cancer Rep*. 2021;4(2):e1325. doi:10.1002/cnr2.1325

Alexis TD, Unruh D, **Wang W**, et al. Implementation of a food scholarship program improves nutrient intake and dietary quality of college students. *J Am Coll Health*. 2020;1-8.

Moore CE, Davis KE, **Wang W**. Low food security present on college campuses despite high nutrition literacy. *J Hunger Environ Nutr*. 2020. doi:10.1080/19320248.2020.1790460

Xu T, **Wang W**, Du J. An integrative review of patients' experience in the medical tourism. *Inquiry: J Health Care Organ, Provision, and Financing*. 2020;57. doi:10.1177/0046958020926762

Tilley DS, **Wang W**, Kolodetsky A, Yeatts P. Factor analysis of the administrator-research campus climate collaborative (ARC3) survey. *Health Educ Behav*. 2020;47(1):54S-69S. doi:10.1177/1090198120911613

**Wang W**, Hsieh P, Farrar RP, Ivy JL. Co-ingestion of carbohydrate and whey protein induces muscle strength and myofibrillar protein accretion without a requirement of satellite cell activation. *Curr Res Physiol*. 2020;2:12-21. doi:10.1016/j.crphys.2020.02.001

Zhu S, Zhao D, Li, C Li Q, Jiang W, Liu Q, Wang R, Fazli L, Li Y, Zhang L, Yi Y, Meng Q, **Wang W**, Wang G, Zhang M, Zu X, Zhao W, Deng T, Yu J, Dong X, Chen K, Cao Q. BMI1 is directly regulated by androgen receptor to promote castration-resistance in prostate cancer. *Oncogene*. 2020;39(1):17-29. doi:10.1038/s41388-019-0966-4

Patterson MA, Fong JN, Maiya M, Kung S, Sarkissian A, Nashef N, **Wang W**. Chilled potatoes decrease postprandial glucose, insulin, and glucose-dependent insulinotropic peptide compared to boiled potatoes in females with elevated fasting glucose and insulin. *Nutrients*. 2019;11(9):2066. doi:10.3390/nu11092066

Du C, Smith A, Avalos M, South S, Crabtree K, **Wang W**, Kwon YH, Vijayagopal P, Juma S. Blueberries improve pain, gait performance, and inflammation in individuals with symptomatic knee osteoarthritis. *Nutrients*. 2019;11(2):290. doi:10.3390/nu11020290

Kelley CP, Miller LA, Morrel EC, **Wang W**. Predictive abilities of balance confidence and fear of falling measures on falls in polio survivors. *Phys Occup Ther Geriatr*. 2019;37(1):16-31. doi:10.1080/02703181.2019.1610542

Patterson M, **Wang W**, Ortiz A. Dietary and physical activity measurements that predict total energy expenditure in U.S. adults aged 50-74. *J Aging Phys Activity*. 2018;26(4):561-569.

**Wang W**, Ding Z, Solares GJ, Choi SM, Wang B, Yoon A, Farrar RP, Ivy JL. Co-ingestion of carbohydrate and whey protein increases fasted rates of muscle protein synthesis immediately after resistance exercise in rats. *PLoS One*. 2017;12(3):e0173809. doi:10.1371/journal.pone.0173809

**Wang W**, Choi RH, Solares GJ, Tseng HM, Ding Z, Kim K, Ivy JL. L-alanylglutamine inhibits signaling proteins that activate protein degradation, but does not affect proteins that activate protein synthesis after an acute resistance exercise. *Amino Acids*. 2015;47(7):1389-98. doi:10.1007/s00726-015-1972-7



Wang B, Ding Z, **Wang W**, Hwang J, Liao Y-H, Ivy JL. The effect of an amino acid beverage on glucose response and glycogen replenishment after strenuous exercise. *Eur J Appl Physiol*. 2015;115(6):1283-94. doi:10.1007/s00421-015-3098-8

Doerner PG 3rd, Liao YH, Ding Z, **Wang W**, Ivy JL, Bernard JR. Chromium chloride increases insulin-stimulated glucose uptake in the perfused rat hindlimb. *Acta Physiol*. 2014;212(3):205-13. doi:10.1111/apha.12375

Wu J, Wang C, Li S, Li S, **Wang W**, Li J, Chi Y, Yang H, Kong X, Zhou Y, Dong C, Wang F, Xu A, Yang J, Gustafsson JA, Guan Y. Thrsp promotes hepatic lipogenesis, and its expression is regulated by LXR $\alpha$  through an SREBP1c-dependent mechanism. *J Hepatol*. 2013;58(2):617-28. doi:10.1002/hep.26272

Bernard JR, Liao YH, Doerner PG 3rd, Ding Z, Hsieh M, **Wang W**, Nelson JL, Ivy JL. An amino acid mixture enhances insulin-stimulated glucose uptake and GLUT4 translocation in perfused rodent hindlimb muscle. *J Appl Physiol*. 2012;113(1):97-104. doi:10.1152/jappphysiol.01484.2011

## TECHNICAL CAPABILITIES

Research Skills: Exercise Science, Statistics, Data Science, Grant Proposals, Research Design, Analysis, Biomedical and Health Sciences, Sample Size Determination, Manuscript Preparation, Structural Equation Modeling, Mixed Models

Statistical Skills: Statistical Skills: Bivariate Statistics (crosstabs, t-tests, correlations, ANOVA, and MANOVA), Multivariate Statistics (linear, logistic, ordinal, multinomial, Poisson, Negative binomial, Probit, Tobit, and GLM), Time Series Forecasting, Hierarchical Linear Modelling (HLM), Structural Equation Modelling (SEM), Factor Analysis, Power Analysis, Missing Replacement Techniques, Bayesian Techniques

Software Proficiencies: Python (Numpy, Pandas, Matplotlib, Seaborn, Scipy, StatsModels, Scikit-Learn, Tensorflow, Keras, Beautiful Soup, Selenium), R (Dplyr, data.table, Ggplot2, Caret), Microsoft, Tableau, Jupyter Notebook, Flask, GCP, AWS, SQL, Spark, NLTK, NLP, Linux, Github, A/B testing, Java, Dropbox, Trello, SPSS



## Jacquelyn Stephens

Research & Statistical Consultant  
jstephens@eliteresearch.com  
972-538-1374

### BIOGRAPHY

Dr. Stephens received her PhD in Human Development & Social Policy from Northwestern University. She has strong experience in research design, protocol development, and optimizing interdisciplinary teams for research. She is fluent in SPSS, Excel, and R used for statistical analysis and data visualization, and is well published in her field. Dr. Stephens personal research specializes in how people can live longer, healthier, and happier lives. Specifically, her research emphasizes the links between stress, emotional processes, and health and well-being. Her work also considers the influence of close relationships (i.e., romantic relationships, friendships, parent-child dyads) on mental and physical health across the lifespan.

### EDUCATION

Ph.D. Human Development and Social Policy, Northwestern University, 2022  
M.A. Human Development and Social Policy, Northwestern University, 2019  
B.A. in Psychology, DePauw University, cum laude, 2014

### EXPERTISE

- Experience in designing research studies, including longitudinal randomized controlled trials (RCTs), and collaborating with interdisciplinary research teams.
- Proficiency in conducting data analysis using statistical software such as SPSS, R, and Excel. Ability to analyze and interpret research data for grants, industry reports, and presentations.
- Skill in visualizing data using software like R and Excel, to create clear and meaningful representations for reports, grants, and presentations.
- Demonstrated ability to work effectively with cross-functional teams and interdisciplinary research teams to design and implement research studies.
- Experience in writing and collaborating on peer-reviewed publications in top Psychology journals, demonstrating proficiency in academic writing.
- Specialization in stress, health, and well-being research, with a focus on adolescents and older adults.
- Proficient in analyzing research data, identifying key insights, and drawing meaningful conclusions.
- Experience delivering effective presentations to diverse stakeholders, including conference presentations and communicating research findings to various audiences.
- Ability to identify research problems, propose innovative solutions, and adapt research methodologies as needed.

### RELEVANT EXPERIENCE

#### Senior Research Associate

- Collaborate with cross-functional teams to design and implement research studies, including evaluating the impact of health and well-being programs for older adults
- Conduct data analysis and visualization using SPSS for industry reports and presentations
- Communicate study findings to through conference presentations, peer-reviewed publications, and blog posts

#### Postdoctoral Research Fellow

- Design and implement research studies, including evaluating the impact of digital longitudinal randomized controlled trials (RCTs), on stress, health, and well-being in clinical populations
- Conduct data analysis and visualization using R, SPSS, & Excel for grants and presentations
- Communicate key insights to diverse stakeholders through presentations and peer-reviewed publications

#### Graduate Student Researcher

- Designed research studies and analyzed data from 5+ studies on stress, health, and well-being, collaborating with interdisciplinary research teams
- Wrote and collaborated on 15+ conference presentations and 6 peer-reviewed publications in academic journals

## RELEVANT PROJECT SUMMARIES

- **Feinberg School of Medicine, Northwestern University.** Evaluation of a plant-based school food program in a public charter school setting, focusing on physical and mental health outcomes. Assisted with developing long-term research plan, creating developmentally-appropriate measures, and disseminating findings through presentations at several conferences.
- **Northwestern University.** Implementation of an ethnic-racial identity program for first-year students in three high schools. Led collection of cognitive performance measures over 3-year grant cycle, spanning technical documentation, training, and collaboration on academic publications.
- **Institute of Aging.** As Senior Research Associate, evaluates impact of community programming on older adults' health and well-being and conducts advanced statistical analysis for reports, presentations, and publications.

## RELEVANT PUBLICATIONS

Collier Villaume, S., **Stephens, J.E.**, Craske, M.G., Zinbarg, R.E., Adam, E.K. (In Press). Sleep, daily affect, and risk for major depression: Day-to-day and prospective associations in late adolescence and early adulthood. *Journal of Adolescent Health*.

Meier, T., **Stephens, J.E.**, & Haase, C.M. (In Press). Changes in emotion regulation across the life span. In A.C. Samson, D. Sander & U. Kramer (Eds.), *Change in Emotion and Mental Health*.

Meier, T., **Stephens, J. E.**, Haase, C.M. (In Press). Emotion regulation in romantic relationships. In J.J. Gross, & B. Ford (Eds.), *Handbook of Emotion Regulation*, 3rd ed. The Guilford Press.

Rodosky, S.E., **Stephens, J.E.**, Hittner, E.F., Rompilla, D.B., Jr, Mittal, V.A., & Haase, C.M. (2023). Facial expressions in adolescent-parent interactions and mental health: A proof-of-concept study. *Emotion*.

**Stephens, J. E.**, Rompilla, D. B., Jr., Hittner, E. F., Mittal, V.A., & Haase, C. M. (2022). Executive Functioning & Non-Target Emotions in Late Life. *Emotion*.

**Stephens, J. E.**, Hittner, E.F., Haase, C.M. (2021). Emotion regulation in couples across the lifespan. In D. Dukes, A. Samson, & E. Walle (Eds.), *The Oxford Handbook of Emotional Development*. Oxford University Press.

Rompilla, D. B., Jr., **Stephens, J. E.**, Hittner, E. F., Mittal, V.A., & Haase, C. M. (2021). Can Emotion Regulation Enhance Cognitive Functioning? A laboratory-based study of older adults. *Emotion*.

Collier Villaume, S., **Stephens, J.E.**, Nwafor, E.E., Umaña-Taylor, A., & Adam, E.K. (2021). High parental education protects against changes in adolescent stress and mood early in the COVID-19 pandemic. *Journal of Adolescent Health*.

**Stephens, J. E.**, Kessler, C. L., Buss, C., Miller, G. E., Grobman, W. A., Keenan-Devlin, L., Borders, A.B., & Adam, E. K. (2021). Early and current life adversity: Past and present influences on maternal diurnal cortisol rhythms during pregnancy. *Developmental Psychobiology*.

Rompilla, D.B., Jr., Hittner, E.F., **Stephens, J.E.**, & Haase, C.M. (2021). Emotion regulation in the face of loss: How detachment, positive reappraisal, and acceptance shape experiences, physiology, and perceptions in late life. *Emotion*.

Hittner, E.F., **Stephens, J.E.**, Turiano, N.A., Gertorf, D., Lachman, M.E., & Haase, C.M. (2020). Positive affect predicts less memory decline: Evidence from a 9-year longitudinal study of mid- and late life. *Psychological Science*.

## TECHNICAL CAPABILITIES/CERTIFICATIONS

Research Skills: Linear Regression, Mediation & Moderation, Longitudinal Analyses, Multilevel Modeling, Means Comparisons (t-tests, ANOVA, MANOVA)

Software Proficiencies: SPSS, R, Excel, DropBox, Microsoft Office & Teams, Qualtrics, RedCap

Certifications: Kellogg School of Management Certificate in Management for Scientists, Certificate in Social Science Computing, Certificate in Society, Biology, & Health



## SEN ZHU

Senior Research Analyst  
[szhu@eliteresearch.com](mailto:szhu@eliteresearch.com)  
(972) 538-1374

### BIOGRAPHY

Dr. Sen Zhu is a Senior Research Analyst for Elite Research where he directs and conducts advanced statistical techniques to project consultation, design, data visualization, statistical analysis, and write up. His dual doctoral work in Pathophysiology from Peking University and Jining Medical University gives him unique understanding in the fields of bioinformatics and medical research, but his statistical knowledge and experience expand into areas of data visualization and presentation, data mining and statistical analysis, and business intelligence and strategy. With more than ten years of experience in the field of data science, Dr. Zhu is proficient in using statistical and machine learning tools to deliver data-driven insights.

### EDUCATION

Ph.D. Pathophysiology, Peking University, 2011  
M.D. Jining Medical University, 2006

### EXPERTISE

- Capable of leading high performing research teams under tough deadlines to meet expectations of client/program needs
- Creating tools and solutions for data visual presentation
- In-depth knowledge of statistical techniques and modeling
- Profound experiences in building machine learning models for prediction and actionable insights
- Creativity and forethought in solving complex project issues
- Multi-tasker, with strong organization ability, planning and project management

### RELEVANT EXPERIENCE

#### Elite Research, LLC

- Project consultation and design
- Junior analyst training
- Statistical analysis, research design
- Table making and statistical write up
- Manuscript and report preparation

#### Techlent

- Design research plans for data gathering and analysis
- Extract actionable insights from complex datasets using data mining, statistics, and database techniques
- Build predictive models and machine-learning algorithms
- Present information using data visualization techniques

#### Houston Methodist Research Institute

- Perform scientific research in the area of cardiovascular disease and cancer
- Design study, perform experiments and collect data
- Perform bioinformatics analysis on genomic and clinical data
- Present the findings in the form of presentations and publications

### RECENT PROJECT SUMMARIES

- **SUNY Upstate Medical University.** Examining the immune responses in human subjects to determine response to symptoms for a specific virus over the course of a 28-day collection with analysis coding, output, figures and lay terms for data. Hierarchical cluster analysis with heatmap and correlation matrices for mediator grouping which shared similar change trends in dosing. Relationship comparison

between mediators with clinical symptom identification. The mediators' correlations were examined by viral load.

- **Teacher Retirement System of Texas.** TRS contracted ER for their annual Membership Satisfaction Survey. This survey reviews member engagement of health, social, and economic variables, and products. Dr. Zhu supplied the data management, analysis, graph and chart creation, report, facilitated stakeholder meetings and board presentations. He also developed customized survey instruments with online and CATI data collection, visualization, as well as process optimization for multiple years.
- **Oklahoma Association for Problematic and Compulsive Gaming.** Conducting a statewide needs assessment study in OAPCG regarding the behavioral and rehabilitative needs of the residents. ER's sampling frame of the state produced respondents that mirrored the U.S. Census data for the state. Dr. Zhu cleaned and prepared the data, conducted primary and secondary data analysis, prepared draft and final reporting, strategic planning, visualization, facilitated stakeholder meetings and presentations for OAPCG and the Oklahoma Department of Mental Health and Substance Abuse Services.
- **Racial Equity Group.** Works with REG on collective efforts for clients in assessments to inform leadership of employee competency levels, data collection gaps, and opportunities to modify policies and practices to advance equity and become equity-focused institutions. Dr. Zhu provides analytical support of the data (both primary and secondary) for action planning and implementation of change guidelines on DEI practices and policies to assess organizational pipeline, including development of performance indicators. Dr. Zhu conducts the sampling frame, survey tool setup, dissemination of link to respondents, data collection, performance analysis, and reporting/implementation. This helps to inform modifications and suggested opportunities to both current and future strategy for impact.
- **Goldspring Consulting.** Satisfaction survey analysis over 13 years of responses. Provided multivariate analysis of data to provide actionable insights to their customer's benchmarks with recommended amount of change on identified variables that impact outcomes; and identify thought leadership insights through dashboard analytics. Data visualization, reporting and presentation of findings.
- **Horizon Health.** Support the client with job description and salary structure for current and future staff of their Health Informatics team focused on research, statistics, and database management. Due to the unique nature of the type of staff employed on this team, a new designation of structured descriptions of job tasks and skills need to be defined to better attract and retain appropriate applicants. Allocating the current and future staff into a customized matrix of skill base will allow assessment of needs and training priorities for the overall team.

## PUBLICATIONS

**Zhu, S.,** Zhao, D., Li, C., Li, Q., Jiang, W., Liu, Q., Wang, R., Fazli, L., Li, Y., Zhang, L., Yi, Y., Meng, Q., Wang, W., Wang, G., Zhang, M., Zu, X., Zhao, W., Deng, T., Yu, J., Dong, X., Chen, K., & Cao, Q. (2019). BMI1 is directly regulated by androgen receptor to promotes castration-resistance in prostate cancer. *Oncogene*, 39, 17–29. <https://doi.org/10.1038/s41388-019-0966-4>

**Zhu, S.,** Zhao, D., Yan, L., Jiang, W., Kim, J.-S., Gu, B., Liu, Q., Wang, R., Xia, B., Zhao, J. C., Song, G., Mi, W., Wang, R.-F., Shi, X., Lam, H.-M., Dong, X., Yu, J., Chen, K., & Cao, Q. (2018). BMI1 regulates androgen receptor in prostate cancer independently of the polycomb repressive complex 1. *Nature Communications*, 9(1), 500. <https://doi.org/10.1038/s41467-018-02863-3>

**Sen Zhu,** Rakeshwar S. Guleria, Candice M. Thomas, Amanda Roth, FNU Gerilechaogetu, Rajesh Kumar, David E. Dostal, Kenneth M. Baker, Jing Pan. Loss of Cardiac Retinoic Acid Receptor  $\alpha$  (RAR $\alpha$ ) Promotes Diastolic Heart Failure with Preserved Left Ventricular Ejection Fraction in Adult Mice. *Journal of Molecular and Cellular Cardiology*. 2016 Oct; 99:100-112.



Pan, J., Guleria, R. S., **Zhu, S.**, & Baker, K. M. (2014). Molecular mechanisms of retinoid receptors in diabetes-induced cardiac remodeling. *Journal of Clinical Medicine*, 3(2), 566–594.  
<https://doi.org/10.3390/jcm3020566>

**Zhu, S.**, Rui Xue, R., Zhao, P., Fan, F.-L., Kong, X., Zheng, S., Han, Q., Zhu, Y., Wang, N., Yang, J., & Guan, Y. (2011). Targeted disruption of the prostaglandin E2 E-prostanoid 2 receptor exacerbates vascular neointima formation in mice. *Arteriosclerosis, Thrombosis, and Vascular Biology*, 31(8), 1739–1747.  
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Li, J., **Zhu, S.**, Zhang, Y., Chi, Y, Tang, J. G., & Yang, J. (2009). Human leptin dimerization during refolding is predominantly mediated by Cys 146-Cys 146 intermolecular disulfide bond. *Chinese Journal of Biochemistry and Molecular Biology*, 25(4), 333–338.

## TECHNICAL CAPABILITIES

Research Skills: Biostatistics, Biological Research, Study Design, Statistical Analysis, Data Processing, Data Visualization, Data Mining, Feature Engineering, Machine Learning (Regression, Classification, Clustering), Deep Learning (CNN, RNN), Time Series Forecasting

Statistical Skills: Statistical Skills: Bivariate Statistics (crosstabs, t-tests, correlations, ANOVA, and MANOVA), Multivariate Statistics (linear, logistic, ordinal, multinomial, Poisson, Negative binomial, Probit, Tobit, and GLM), Time Series Forecasting, Hierarchical Linear Modelling (HLM), Structural Equation Modelling (SEM), Factor Analysis, Power Analysis, Missing Replacement Techniques, Bayesian Techniques

Software Proficiencies: Python (Numpy, Pandas, Matplotlib, Seaborn, Scipy, StatsModels, Scikit-Learn, Tensorflow, Keras, Beautiful Soup, Selenium), R (Dplyr, data.table, Ggplot2, Caret), Microsoft, Tableau, Jupyter Notebook, Flask, GCP, AWS, SQL, Spark, NLTK, NLP, Linux, Github, A/B testing, Java, Dropbox, Trello, SPSS



## ARMINDA CHANDLER

Research & Evaluation Consultant  
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(972) 538-1374

### BIOGRAPHY

Arminda (Mindy) Chandler is a Research & Evaluation Consultant for Elite Research where she directs evaluation efforts for domestic and international programs. She has extensive experience working with clients’ varying evaluation and data collection needs, and brings successful grant funding experience from foundation, state, and federal levels. With her master’s in Education and Human Development from George Washington University, Mindy brings culturally-competent expertise in nonprofit program design, evaluation, and project management to help a strengthened strategic planning process. She works with leaders, researchers, and practitioners in the nonprofit and philanthropic world to design strong long-term designs through the development of theories of change and logic models, and then identifying appropriate outcomes, indicators, and measures. Having served as a third party evaluator for federal grants, she has proven to have an eye for detail, to ask insightful questions, discern key lessons, make valuable recommendations, and have the ability to deliver on key deliverables.

### EDUCATION

M.A. Education & Human Development, George Washington University, 2004  
B.S. Human Environmental Science, Oklahoma State University, 2002

### EXPERTISE

- Capable of leading high performing teams under tough deadlines to meet expectations of client/program needs
- Multi-tasker, with strong organization ability, planning and project management
- Federal, state, and foundation grant development
- Logic model development and tying it to planning and evaluation
- International data collection
- Instrument development and methodological protocols
- In-depth knowledge of social media marketing platforms

### RELEVANT EXPERIENCE

#### Elite Research, LLC

- Survey and instrumentation creation or modification
- Online survey data collection
- Analyze data for grants, industry, and individual research
- Small and large group training seminars
- Manuscript and grant preparation
- Program and grant evaluations
- Consult on research design and evaluation for nonprofits

#### Texas Woman’s University

- Consult on evaluation design and analysis for grant and faculty research
- Program evaluation
- Grant evaluation
- Conduct trainings & workshops for grant evaluation

#### OneHope, Inc

- Consult on research design & integration
- Advise on data file management
- Analyze data, manuscript preparation
- Direct team of multiple project coordinators



- Conduct independent and group film products and multi-project management (international)
- Strategic planning & implementation
- Development and implementation of team protocols
- Budget preparation & management

#### Metadigm Group, LLC

- Direct team of multiple research managers
- Conduct independent and group research and multi-project management (international)
- Development of research methodology, design, and analysis
- Strategic planning & implementation
- Development and implementation of team & nonprofit protocols
- Budget preparation & management

## RELEVANT PROJECT EXAMPLES

- **United Religions Initiative.** Conduct mixed methods impact assessment to explore the purpose of its interfaith cooperation model (Cooperation Circles), to understand if it is effective, relevant, impactful, and sustainable, and whether it is successfully adapting to the changing contexts and needs of its members. The impact assessment and capacity building will play a critical role in making data-informed decisions regarding planning, resources, challenges and gaps, goals, and future activity prioritization.
- **Parkland Center for Clinical Innovation.** Conducted an evaluation of a funded program that seeks to address social determinants of health for vulnerable populations in north Texas to develop a meaningful understanding of the experiences of individuals who have interacted with the program, including patients, social workers, and program staff members using mixed methods. Ms. Chandler designed the qualitative methodology, and all qualitative data collection instruments, while incorporating client feedback. Qualitative results were integrated with quantitative results collected by the organization to provide a better understanding of the research objective.
- **Community Impact.** Assisted in documenting the prevalence of interpersonal violence and PTSD among income-assisted men and women living in priority and nonpriority neighborhoods of Toronto and testing the validity of a theoretical model that highlights the process by which neighborhood status and gender intersect to influence violence exposure, resource availability/accessibility, and development/persistence of PTSD, as well as to identify the foundation factors and root causes for sustainable change at various points in the community system.
- **Texas Woman’s University.** Developed the program logic models, help design the programs, build out appropriate outcomes and evaluations, data governance, data gathering, conduct external evaluation, and provide technical assistance to TWU-awarded grants to help close the nation’s STEM skills gap and increase the number in, and diversity of, the talent pipeline through innovative and collaborative inter- and intra- institutional efforts using a multi-intervention approach to increase retention and graduation in STEM majors.

## TECHNICAL CAPABILITIES

Research Skills: Evaluation Design, Data Collection Procedures, Publication and Report Dissemination, Presentation of Findings, Interviewing Skills, Focus Group Moderation Experience, Qualitative Coding, Theme Building Analysis

Software Proficiencies: MS Office Suite, Dropbox, Trello, Microsoft Excel



## CHELSEA LEONARD

Project Manager  
Data Collection/Training  
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(972) 538-1374

### BIOGRAPHY

Chelsea Leonard is the Project Manager for Elite Research where she directs daily operations for a consulting team with solution focused functional and technical problems. She has held roles within the organization in business optimization and program management. She often is tasked with designing systems and processes for increased impact, efficiency, quality improvement and cost reduction. As Chelsea is working towards her master's in Social Justice and Human Rights from Arizona State University, she continues to be passionate about utilizing social science research methods to provide broad solutions to communities. Chelsea also specializes in interviewing as a means of gathering data from individuals but is skilled in participant observations and case study review. This allows her expertise to shine when training in data collection techniques.

### EDUCATION

M.A. Social Justice and Human Rights, Arizona State University, start May 2022  
B.S. Integrative Studies, University of North Texas, 2019  
A.A. General Studies, Associates of Arts, San Jacinto College, 2016

### EXPERTISE

- Communication with internal and external partners
- Creating tools and solutions for visual presentation
- Mixed methods data collection
- Proposal development
- Creativity and forethought in complex project issues
- Multi-tasker, with strong organizational ability and attention to detail, project management

### RELEVANT EXPERIENCE

#### Elite Research, LLC

- Focus group moderation, coordination, record keeping
- Structuring interviews and reports
- Organizing and managing schedules for staff, managers, and leadership
- Creating reports for managers and leadership
- Attend meetings and create notes and messages

#### Parkland Center for Clinical innovation

- Qualitative data collection of patients social workers, and program staff
- Taking notes and coding
- Maintaining collection schedules and updates
- Coordinating transcriptions
- Training interviewers on techniques

#### North Central University, Garduno Collection

- Setting up online survey platform
- Interviewing participants
- Coordinating partner panelists

#### Every Village (Monitoring and Evaluation System)

- Conducting focus group discussions
- Stakeholder communication
- Planning and organizing participants
- Reporting and documentation

## RELEVANT PROJECT SUMMARIES

- **Every Village.** Monitoring and evaluation framework and tool being developed for Every Village, to be used across South Sudan. This process included focus groups with various levels of leadership stakeholders both in-county and at their international headquarters. Much time was spent developing an aligned theory of change and logic models for their people, water, and radio programs. Special sensitivity given to the process due to civic and tribal strife.
- **United Religions Initiative.** Business optimization and program management and designed systems and processes for increased impact, efficiency, quality improvement and cost reduction. The impact assessment and capacity building Ms. Leonard oversaw will play a critical role in making data-informed decisions regarding planning, resources, challenges and gaps, goals, and future activity prioritization.
- **Community Action Agency.** Business optimization and program management and designed systems and processes for increased impact, efficiency, quality improvement and cost reduction. Ms. Leonard also conducted a community needs assessment through interviews and focus groups to serve as a guide in planning and developing the next strategic plan and provision of services aimed at self-sufficiency, education, and support in Jackson, Lenawee, and Hillsdale Counties to low-income residents.
- **Crescendo Education Group.** For school districts in Texas and other states, a teacher professional development organization, the CEG, is working with ER to develop processes and tools for district-wide school data collection on standardized tests and grading. The evaluation of their equitable grading program involves collection planning and strategy, data management with database development, data preparation, analysis, and reporting. Project management expertise was applied by Ms. Leonard due to the scale-up of the total school collection and analysis requirements, milestones within phases capture key components and rigorous reporting was implemented to build optimization for this project.
- **SAGE USA.** The purpose of this project was to conduct focus groups with 3 segments (rural, TGNCNB, BIPOC users) of its SAGECents app users in order to assess their user experience (UX) with the app as well as commonalities or intersections among the groups so that specific needs may be addressed. SAGE also wanted to gather information on how respondents from these segments first discovered both SAGE and SAGECents, where they receive what they perceive as trusted information, and additional information that might inform culturally appropriate outreach strategies for these groups.

## TECHNICAL CAPABILITIES

Research Skills: Data Collection Procedures, Publication and Report Dissemination, Presentation, Interviewing Skills, Focus Group Moderation, Qualitative Coding, Theme Building Analysis

Software Proficiencies: SPSS, ATLAS.ti, Symphony, NVivo, MAXQDA, Dedoose, HTML, QuestBack, SurveyMonkey, Qualtrics, Panopto, Canvas, Trello, MS Office Suite, Windows, Joomla!, QuickBooks, Dropbox, Basecamp

## PROFESSIONAL AFFILIATIONS

Qualitative Research Consultants Association



## PETE GACKENBACH

Research Analyst

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## BIOGRAPHY

Pete Gackebach is a Research Analyst where he serves Elite Research senior consultants by cleaning data in a variety of software packages, preparing data by assessing invalid data, missing data and basic assumptions testing, coding analysis syntax, and writing technical reports on research findings. He is often the most directly involved with the data on a micro level trained to identify critical decision points for senior research consultants. He empowers the research consultant team to present key findings and decision points to clients to ensure maximum return and accuracy on research aims and methodology. He has extensive prior experience working in monitoring and evaluation outcomes-based research for international and cross-cultural nonprofit work. With his degree in aerospace engineering from the University of Maryland, Pete has served as a project manager in more than 20 countries providing methodology design, evaluation oversight, and research training in the field.

## EDUCATION

B.S. Aerospace Engineering, University of Maryland, 2005

## EXPERTISE

- Data cleaning, preparation, and analysis in a variety of statistical software packages and programs
- Technical writing for bivariate and multivariate statistical analysis
- Project management and training for cross-cultural/multicultural monitoring and evaluation projects
- Data analytic support services for senior research analysts
- Qualitative and quantitative research experience in over 30 countries

## RELEVANT EXPERIENCE

### Elite Research, LLC

- Perform data cleaning and analysis tasks for report writing and presentation
- Identify data issues requiring advanced insight from research consultants and clients
- Assist research teams in supportive roles for large multiyear grants and projects
- Ensure necessary assumptions and validity of datasets required for particular analysis tests
- Combine data and cultural insights for nonprofits to optimize information for maximum impact

### Metrix Research

- Designed, validated, and conducted reliability testing for quantitative research instruments to measure outcomes.
- Coached organizations on conducting monitoring and evaluation projects internally and externally
- Facilitated focus group trainings and lead focus group research for partner organizations
- Conducted literature reviews for instrument design.
- Created data entry templates with dashboard results displayed to automate analysis for international nonprofit organizations.

### OneHope

- Created pointed action-oriented research reports based on quantitative findings for executive level leaders.
- Traveled to 30+ countries to train local staff on research methodology to measure impact and outcomes for nonprofit work.
- Analyzed datasets for local and international partners for practical levels of outreach services and executive level management decision makers.

### AchieveAbility/Haddington Cobbs Creek CDC

- Community organizer providing supportive and social services to primarily single parents and housing insecure families.
- Served as neighborhood advisory coordinator providing city services and benefits to individuals
- Implemented neighborhood surveys to fulfill grant requirements and better serve target audience
- Taught math and computer skills courses to single-parent high school drop-outs preparing for college enrollment

## RELEVANT PROJECT SUMMARIES

- **Racial Equity Group.** Works with REG on collective efforts for clients in assessments to inform leadership of employee competency levels, data collection gaps, and opportunities to modify policies and practices to advance equity and become equity focused institutions. In this work, Mr. Gackebach provides collection support of the data (both primary and secondary) for action planning and implementation of change guidelines on DEI practices and policies to assess organizational pipeline, including development of performance indicators.
- **Teacher Retirement System.** Annual analysis of membership satisfaction survey for both retirees and current members. Data collection, longitudinal analysis for trend identification, visualization reporting, and stakeholder presentation. Developed customized survey instruments with online and CATI data collection, data management, analyses, visualization, and an annual report and board presentation, as well as process optimization for multiple years.
- **Horizon Health.** Support the client with job description and salary structure for current and future staff of their Health Informatics team focused on research, statistics, and database management. Due to the unique nature of the type of staff employed on this team, a new designation of structured descriptions of job tasks and skills need to be defined to better attract and retain appropriate applicants. Allocating the current and future staff into a customized matrix of skill base will allow assessment of needs and training priorities for the overall team.
- **Fairbanks, LLC.** Compared two sample methodology results, random and segmented to show the impact on Medicaid services and state level school services reimbursements as well as reviewed historical data from at least two quarters and other background information regarding parameters, sampling information, and typical data patterns. Mr. Gackebach worked with the team that prepared a simulated data set, conduct simulation analysis for each method, compare the results, and create a justification report including the results, appropriate theory and references justifying the recommended current sampling approach.

## TECHNICAL CAPABILITIES

Research Skills: Data Processing, Data Visualization, Data Mining, Machine Learning (Regression, Classification, Clustering), Deep Learning (CNN, RNN), Time Series Forecasting

Software Proficiencies: SPSS, STATA, VBA, C++, MATLAB, Mathematica, MS Office Suite, Dropbox, Trello, PhotoShop, HTML



## Brittany Baucom

Data Analyst  
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(972) 538-1374

## BIOGRAPHY

Brittany Baucom brings expertise in qualitative research projects, including project review, survey design, content analysis, and more. Brittney assists with coding, including Data analysis and visualization. She has experience in instrumentation, on-site data collection and analysis, research with at-risk populations, and research design. With her masters in Sociology from the University of Texas at Arlington and Masters of Social Work from the University of Texas at Arlington, Britney has extensive knowledge in Qualtrics, statistics and research/methodology. Baucom's role will be providing data collection and analysis assistance, and aid in coordination of collection in support of accuracy and efficiency.

## EDUCATION

M.A. Sociology, The University of Texas at Arlington, 2023  
MSW Social Work, University of Texas at Arlington, 2023  
B.A. Sociology, The University of Texas at Arlington, 2020

## EXPERTISE

- Problem-solving: possesses strong problem-solving skills, allowing me to effectively analyze complex issues, identify root causes, and develop innovative solutions.
- Survey design: With expertise in survey design, skilled at crafting well-structured and comprehensive surveys that collect accurate and relevant data for research or evaluation purposes.
- SPSS: Proficient in using SPSS (Statistical Package for the Social Sciences)
- Data analysis: strong background in data analysis, including quantitative and qualitative methods, enabling her to interpret and derive meaningful insights from complex data sets.
- Qualtrics: experienced in using Qualtrics, a popular survey research platform, to design and administer surveys, collect data, and perform basic analysis.
- Social Work: With a background in social work, possesses a deep understanding of social issues, community dynamics, and ethical considerations, enabling her to approach research and analysis from a holistic perspective.
- Research: has extensive experience in conducting research, including literature reviews, hypothesis formulation, data collection, and report writing, utilizing both qualitative and quantitative methodologies.
- Statistics: Proficient in statistical analysis, can apply a range of statistical techniques to analyze data, interpret findings, and draw valid conclusions, providing a solid foundation for evidence-based decision-making.

## RELEVANT EXPERIENCE

### Elite Research, LLC

- Organizing several large projects and their resources
- Coaching consultants through project strategy, implementation, and organization
- Liaison between consultants to clients and management
- Organizing team resources and increasing team collaboration

### Graduate Teaching Assistant

- UTA- Sociology Department - Arlington, TX



- August 2020 to May 2023
- Reported 30 students' grades on assignments each semester within an average of 5 days. · Facilitated 15 classroom discussions in methodology and statistics.
- Advised 20 students with course-specific inquiries.
- Completed 3 semesters of statistics as a teaching assistant.

#### Research Intern

- LVT Rise - Fort Worth, TX
- January 2022 to May 2022
- Assisted in special projects by researching grant opportunities and selecting the top 5 best matches for the company.
- Revamped the company's HR policies by adding 3 new procedures related to diversity and inclusion.
- Abided by company policy while creating 10 new volunteer and employee roles for LVT Rise.

#### Initiative Intern

- Covid-19 UTA - Arlington, TX
- August 2020 to May 2021
- Advocated for 80 students in need during the pandemic.
- Designed 30 strengths-based action plans for those in need.
- Communicated with field instructors regarding breaches of 2 ethics.
- Conducted outreach initiatives by reaching out to a designated caseload of students to provide relevant support services to students.

## TECHNICAL CAPABILITIES

Research Skills: Data Collection Procedures, Publication and Report Dissemination, Presentation, Interviewing Skills, Focus Group Moderation, Qualitative Coding, Theme Building Analysis

Software Proficiencies: SPSS, ATLAS.ti, Symphony, NVivo, MAXQDA, Dedoose, HTML, QuestBack, SurveyMonkey, Qualtrics, Panopto, Canvas, Trello, MS Office Suite, Windows, Joomla!, QuickBooks, Dropbox, Basecamp

## Elite Research Services

Elite Research views itself as a support structure for its clients. We work to develop a customized package of services to meet the client's specific need. In some cases, it means evaluation & research design, data collection, analysis, and report writing, while at other times, it is providing a specific service the client cannot do themselves for any specified reason (time, resource, or lack of expertise). The following are some of the services Elite Research finds may be valuable to HCPH's need for evaluation, statistical analysis & research services.

### **Capacity Building**

Capacity building is not a one-time effort to improve short-term effectiveness, but a continuous improvement strategy toward the creation of a sustainable and effective organization. By this definition, capacity building is an investment and strengthening of an organization's ability to fulfill its mission. It is a commitment to continual improvement. In the realm in which Elite Research works, capacity building means helping organizations fill in the gaps they have in terms of skills and tools to use data to make decisions, improve program design, enhance service delivery, and strengthen their impact and advocacy efforts. We are intentional in the initial planning and preparatory stage to understand what current capacities are, where growth is desired, and building a plan to meet those needs.

### **Community Engagement Planning**

The success of any public programming is dependent on stakeholder participation. Community engagement requires equitable and inclusive methods of outreach to ensure that every community member feels welcome, safe, and encouraged to participate. Effective community engagement will produce sustainable, long-lasting programs and establish trust between leaders and the community. Planning a community engagement is a key process to define and prioritize what actions are implemented for improving the engagement by considering community's diversity and potential barriers. One of the most common community engagement tools is Mobilizing for Action through Planning and Partnerships (MAPP)<sup>15</sup> that is a framework for community health improvement planning at the local levels. Elite Research is well-versed in DEI (Diversity, Equity, and Inclusion) and trauma-sensitive approaches which has allowed for us to act as the bridge between leaders and community members – to ensure that both parties are heard and a collaborative strategy is developed for addressing the community's needs.

### **Literature & Systematic Reviews**

Elite Research has had substantial experience in planning and developing literature and systematic reviews, in addition to conducting meta-analyses for a variety of different project types, particularly with a specific focus in educational outcomes and behavioral sciences. We support researchers in not only reviewing their literature review for appropriateness to the topic, but also identifying those resources in publication databases. For systematic reviews and meta-analyses, we support researchers by identifying potential sources to be included in the review and analysis, coding of the study components, and the qualitative and quantitative analysis and presentation needs.

### **Survey Development**

Once the research planning phase is completed, existing surveys are reviewed for development opportunities on the topics and criteria needed for evaluation. These surveys are used in different collection methods. Collaborative survey development is involved specifically in classroom observation as they feed into the evaluation system. Advanced logic features are used to collect staff and employee feedback, student and parent experiences, and overall community engagements. The selection of criteria and tools for the survey will allow for ease in the development of self-assessment for professional development, interviews with students, etc. that

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<sup>15</sup> <https://www.cdc.gov/publichealthgateway/cha/assessment.html>; <https://ctb.ku.edu/en/table-of-contents/overview/models-for-community-health-and-development/mapp/main>; <https://www.cdc.gov/publichealthgateway/cha/index.html>



are used to report on key competencies. The services provided will utilize a participatory approach in order to promote diversity and inclusivity in the research process itself. Leadership and employees will help guide the methods and questions that are most appropriate to the needs and people of YTWOC. By including stakeholders at every level, employees feel a sense of self-agency and buy-in into the process itself and the cultural appropriateness and feasibility of the research is enhanced. Elite Research the client to identify the needed representation and at what levels in the process they are involved.

Once surveys — often called instruments, questionnaires, or assessments — have been developed or modified, they are tested for reliability and validity and then piloted. Reliability and validity of survey assesses the questions within a survey by a subject matter expert and common errors, including double barreling, creating confusion or any leading questions. The second step in the validity process is pilot testing the survey a predetermined sample. After these tests have been conducted and modifications made to the instruments, survey collection take place. Survey collection should always follow a specified sampling plan and methodology.

Most surveys confine responses to a predetermined scale or option bank in order that researchers can test hypotheses and draw conclusions from collected responses. Surveys allow researchers to ask targeted questions to targeted demographics. Survey collection can provide a large amount of data very quickly with the right delivery and data collection method. Survey collection can be done in person, over the phone, or online.

Surveys are useful in evaluation, as they are an efficient way of collecting data from a smaller group of people in order to understand the effects of your program on the broader population, and thereby answer your research and evaluation questions. However, to do this, survey questions must be written carefully, and with analysis in mind. Our consultants help ensure that the data you collect through an adequate sample can be properly analyzed to address your organizational questions, whether it is through process, outcome, or impact designs.

Many benefits of online data collection methods have been outlined in the literature. Specifically, online data collection can be more cost effective, reach a wider audience than traditional data collection methods, increased response rate, and may results in higher quality of data collected. Furthermore, researchers have also noted that the increased anonymity offered by online survey collection may yield more truthful responses compared to face-to-face or phone interviews in which participants may respond in a pro-social or socially desirable manner out of fears of judgment<sup>16</sup>. Thus, the present project will include options for respondents to complete an online survey which is presented via email link or a telephone survey. Statistical comparisons will be made between the delivery methods. Demographic characteristics of the data will be monitored regularly for valid respondents and demographic makeup of the sample, as well as additional promotion of survey to target demographics. Announcements will target specific demographic groups for which more data is needed.

### **Survey Distribution & Collection Methods**

Data collection only comes after a series of important questions have been resolved in the planning and design phases. Typically, data collection comes in the form of interviews, focus groups, surveys, document review, or direct observation. Online surveys provide quick access to data. A survey is distributed via text message, email, or call to action button and data collection begins within minutes. Phone surveys may often lead to more insightful data collection as probing questions may be asked by interviewers. Address based or location-based interviewing lends a more personal approach and may further lead to insights. Challenges of reaching populations that do not have access to internet or email addresses occur in many rural communities. Address based collection may typically be used in technological insecure locations.

Our consultants have training and experience in data collection, including a variety of web-based software training for online survey administration, postal mail out with unique identifiers, as well as CATI phone interviews of structured and unstructured surveys. If additional respondent reach is needed, ER suggests identification of conduit used to connect with those that do not have access to email. If further collection is needed, ER will contract their collection partners for location-to-location collection. Elite Research has experience in collecting and organizing structured, semi-structured, and unstructured data to prepare them for analysis. Consultants check for valid respondents, ensuring quality assurance and control. Additionally, consultants can also create a data entry template and codebook with instructions to ensure the smoothest

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<sup>16</sup> Herrwegh, D. (21 August, 2007). Mode differences between face-to-face and web surveys: An experimental investigation of data quality and social desirability effects. *International Journal of Public Opinion Research*.

transition from data entry to data preparation. For projects that require archival, simulated, or secondary data, consultants work with clients to ensure they obtain the most useful data to address their study's goal.

Regardless of the type of data collection method used, each of the questions and structure must be designed with the end of analysis and insights in mind. All too often, methods and questions are selected that do not provide the analysis or type of results that were desired. Questions to consider before collecting data include:

- What questions do we need to answer with this evaluation? Which methods are most appropriate to these questions? Will they provide (the most) reliable and valid data?
- Who will use these the findings? Who will make decisions based on the findings? What kinds of data would make the most sense for them?
- Where would the data come from? Who would provide it? How much data do you need?
- What resources (time, staff, budget, etc.) are available for data collection (and analysis)? How are resources appropriated between data collection, analysis, and presentation of findings?
- When do the results need to be available to the key stakeholders (i.e., decision makers)?

Companies often overlook the aspect of survey distribution where many participants are interested in the results. Your distribution method can be used to inform participants of the option to receive reporting. A system like PsychData can easily connect your participants for follow-up or study debriefing.

*Sampling and Power.* There are two different sampling methodologies you can choose to implement: representative sampling and complete census. A ***complete census***'s intent is to target everyone in a population rather than sample a fraction of the population. In order for a census to be effective there needs to be a way to target the entire population for distribution of the survey, often via email. To achieve certainty of reliability and validity involves follow up and more tracking to ensure enough of the population takes the survey. With a census, the overall response rate becomes the key factor in determining the validity of the responses gathered. For most studies, it is impractical in terms of time, finances, and effort to collect data on every person in the target population. A ***representative sample*** allows the collected results to be generalized to a larger population by matching sample characteristics to the population. There are two ways to achieve a representative sample: ***probability sampling*** and ***purposive sampling***. In purposive sampling, controls are placed on the types of respondents chosen for the survey in terms of quotas and we specifically look for different types of people to make sure the sample is correctly balanced. Random sampling involves choosing participants from your target population at random minimizing potential sample bias. To be able to sample randomly you need to know details about your target population, such as the gender, ethnicity, age, business type, etc.

*Data Collection Protocol.* ER will design a specified data collection protocol that will cover all the basic elements of the data collection decision-making and processes. This protocol will be designed and distributed for feedback to YTWOC to ensure that it is in alignment with its objectives and processes for data collection. Elements of this protocol will include, but are not limited to:

- A brief justification for the project and team composition
- Research question(s)
- A description of the program/research methods, data collection protocols and scripts
- Study population and sampling techniques, implementation schedules for each project
- Descriptions of the instrumentation and data collection tools used to measure
- A detailed discussion of the data collection, validation, and storage processes

*Computer-Assisted Telephone Interviewing (CATI).* Telephone interviewing is a cost saver when components of the target population are widely dispersed geographically or when population densities are low. CATI is a telephone surveying technique in which the interviewer follows a script provided by a software application that is able to customize the flow of the questionnaire based on the answers provided, as well as information already known about the participant. CATI provides benefits for collecting phone interview data. Interviewers sit at a computer workstation as the software provides the customizable interview schedule and records completed interviews, refusals, out-of-service, and schedule callback times, telephone numbers across multiple stations. The computer continuously monitors the sample and interviewing process and automatically dials pre-loaded telephone numbers for the interviewers. Interview errors are reduced with standardized protocols in which the program prompts interviewers to follow.

Online Data Collection - PsychData. Many benefits of online data collection methods have been outlined in the literature. Specifically, online data collection can be more cost-effective, reach a wider audience than traditional data collection methods, increased response rate, and may result in a higher quality of data collected. Furthermore, researchers have also noted that the increased anonymity offered by online survey collection may yield more truthful responses compared to face-to-face or phone interviews in which participants may respond in a pro-social or socially desirable manner out of fears of judgment.<sup>17</sup> Thus, the present project will include options for respondents to complete an online survey which is presented via the email link or a telephone survey. The demographic characteristics of the data will be monitored regularly for valid respondents and demographic makeup of the sample, as well as additional promotion of survey to target demographics including district. Announcements will target specific districts for which more data is needed.

Mixed Methods. Elite Research consultants draw upon their expertise in both quantitative and qualitative research methods to conduct rigorous mixed methods research and analyses that are tailored to the objectives and needs of each project. Our consultants provide clear guidance on the contexts in which a mixed methods approach is most suitable, as well as on selecting the appropriate mixed methods research design that aligns with a project's aims. Consultants work with clients to design data collection instruments, determine sequence and timing of quantitative and qualitative data collection, and appropriate sampling. After applying sound analytic techniques to analyze and synthesize quantitative and qualitative data, consultants integrate results to provide a comprehensive understanding of the research context and questions answered.

## **Qualitative Services**

Qualitative Design. With the understanding that sampling populations are situated within a unique context in terms of culture, region, and other factors, each group will be evaluated individually and in-depth through qualitative methods. In addition to potential research questions proposed in the RFP and questions that address current practice, common barriers, and limitations to effectiveness results will inform additional areas of focus that are needed to understand current practices in the field. Such data collection can include focus groups, semi-structured and structured one-on-one interviews, and site visitation with a smaller sample will provide observational data and document analysis.

To optimize resources and time, as well as to accommodate COVID-19 social-distancing measures (if still a consideration at the time), data will be collected virtually through a web-based videoconferencing platform, with the exception of participants who receive site visits. All recorded data will be transcribed verbatim and uploaded into a computer-assisted qualitative analysis software such as NVivo or Dedoose for coding and analysis. Data will be analyzed through a thematic analysis approach.

Qualitative Data Collection. Elite Research qualitative consultants have training and experience in the design of sound qualitative data collection instruments, such as interview guides and focus group scripts, as well as in collecting data from observations, field notes, unstructured and semi-structured interviews, focus groups, as well as from relevant documents. Elite Research consultants are skilled at collecting robust, in-depth qualitative data by paying careful attention to the wording on data collection instruments and during interviewing/moderating that avoids assumptions or bias, as well as with the appropriate use of probing. Consultants are experienced in recording data using hand-written notes, video and audio recorders, and mobile applications. Elite Research consultants are skilled at preparing and analyzing multiple forms of qualitative data for analysis, including transcribing video and audio-recorded data, incorporating relevant documents, photographs, and artifacts, and coding and analyzing textual and visual data. Consultants are experienced in using a variety of coding techniques (e.g., descriptive, magnitude, in vivo, evaluation, values, etc.) to assist in the iterative coding process in order to answer a study's research questions. Consultants are also skilled in multiple computer-assisted qualitative data analysis software (CAQDAS) packages (including NVIVO, ATLAS.ti, MAXQDA, Dedoose, and Symphony) to aid in organization and visualization of data for analysis and presentation of results.

Elite Research recommends that the data be analyzed using the methods described above in order to keep the process focused on understanding best practices, as well as to leave openness to the concepts that emerge from the data.

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<sup>17</sup> Herrwegh, D. (21 August, 2007). Mode differences between face-to-face and web surveys: An experimental investigation of data quality and social desirability effects. *International Journal of Public Opinion Research*.

Qualitative Coding and Analysis. The qualitative data will be coded and analyzed thematically for main themes and sub-themes. Analyses will identify key themes that emerge across all groups and interviews as well as the unique issues that are noted for specific populations. Qualitative data will first be prepared for coding and analysis by creating full transcriptions of audio data from focus groups and interviews. If any focus groups were conducted in a language other than English, they will first be transcribed in the original language and then translated into English for analysis.

Transcribed focus group and interview data will include the following:

- Uploading all transcriptions into a computer-assisted qualitative analysis software, such as NVivo or Dedoose.
- Reading all transcribed data and applying appropriate codes to the data that summarize concepts that help answer the objective, which is to understand best practices. The objective will constantly be referred to throughout the coding and analysis process in order to keep the process focused on answering the objective.
- The coding process will include emergent coding, which involves codes that are developed from the data as they emerge as patterns during data analysis rather than imposing predetermined codes on the data prior to analysis.
- Review coded data and organize into major themes that help answer the project objectives.

Elite Research recommends that the data be analyzed using the methods described above in order to keep the process focused, as well as to leave openness to the concepts that emerge from the data. While differences will be noted where appropriate, analyses will focus on findings common across sample populations. Selected paraphrased quotes – without personal identifying information – will be presented in the narrative of the report to further illustrate key points.

Data Collection Protocol. ER will design a specified data collection protocol that will cover all the basic elements of the data collection decision-making and processes. This protocol will be designed and distributed for feedback to ensure that it is in alignment with its objectives and processes for data collection. Elements of this protocol will include, but are not limited to:

- A brief justification for the project and team composition
- Research question(s)
- A description of the program/research methods, data collection protocols and scripts
- Study population and sampling techniques
- Descriptions of the instrumentation and data collection tools used to measure
- Implementation schedules
- A detailed discussion of the data collection, validation, and storage processes

## **Statistical Consulting**

With regard to our specific experience in each of these areas, ER consultants have Masters and PhDs in related statistical fields and are experienced in a variety of software packages (including STATA, SPSS, SAS, MPlus, Smart PLS, WarpPLS, EViews, ARC GIS, and R Stats) enabling them to handle any statistical need. They are skilled in a variety of statistical methods, such as basic descriptive analyses, factor analyses, cluster analyses, multivariate analyses of variance, multiple regressions, logistic regressions, propensity score analyses, hierarchical linear modeling (HLM), meta-analyses, geo-spatial mapping, structural equation modeling (SEM), Q-sort analyses, machine learning, Bayesian methods, and more. Statistical consultants strive to not only present accurate results through our data analysis services, but also ensure that the client understands the techniques utilized. With every project, consultants explain and summarize the research findings in plain, everyday language. Throughout the course of any given project, the consultants at ER strive to be 100% transparent about our process, so that clients not only get findings to their research questions, but also begin to learn about the decision-making process that drives statistical analyses and reporting.

## **Benchmarking**

Benchmarking is an optional service that is the process of comparing business performance, such as products and services, to the industry best practices from other organizations in one or more aspects of their operations. Benchmarking helps to identify gaps in some aspects of an organization's process. This allows the organization



to adapt specific practices and strategies to bridge the gaps more efficiently. Therefore, benchmarking is a great tool for organizations to achieve a competitive advantage. Data visualization converts intricate raw data into easy-to-understand graphs to gain meaningful insights, it is critical for benchmarking. Tableau and Power BI are powerful visualization tools for benchmarking. To make it easy to see where clients stand, we compile data from hundreds of surveys and secondary data sources into a comprehensive benchmark report. Benchmarking this data can help you better understand how your data is tracking over time and how you can improve it.

Outcome evaluations do not all look the same. For organizations and researchers desiring strategic, diagnostic, and operational uses of their outcomes, scorecards are a useful tool. Elite Research works with their clients to develop appropriate instruments to assess desired outcomes, identify the appropriate factors associated with those outcomes, and then determine domains which produce scores for various categories. The data collected and analyzed from these instruments then produce domain scores, which function as a baseline as well as a diagnostic measure. The organization can immediately determine strategic approaches best fit for addressing the areas in need of improvement. Additional data collection at specific time intervals will reflect whether their efforts are working, allowing organizations the ability to monitor their progress towards their desired impact. ER has developed and evaluated programs in the education, non-profit, and community health industries.

### Needs Assessment

Elite Research has worked with clients to develop and implement needs assessments across specific populations in order to identify stakeholders, community needs, organizational priorities, and allocation of resources. From general process oversight through to direct implementation, consultants work with clients, depending on desire involvement level, to achieve their goals. Consultants help develop assessment measures, both quantitative (survey) and qualitative (focus groups and interviews) and provide the level of analysis that best suits the research goals.

### Advanced Analytics

Advanced analytics are the foundation for leveraging big data to discover deeper insights, make predictions, or generate recommendations. As such, they yield complex models using sophisticated techniques and tools such as data mining, machine learning, forecasting, visualization, simulation, and multivariate statistics.

If you want to make predictions about future events, you need *predictive analytics*. This type of analytics uses machine learning and data mining techniques to define likelihood of future trends and behaviors based on current and historical data. Organizations use predictive analysis to minimize risks, save costs, and increase competition. *Prescriptive analytics* aims for optimal recommendations, answering “What should be done?” This type of analytics, pulling together descriptive and predictive analytics, is widely used in business to identify the best options for a specific situation. Prescriptive analytics uses techniques such as simulation, algorithms, machine learning, graph analysis, and more.

There are numerous statistical methods, such as simple univariate analyses, multivariate analyses, factor analysis, cluster analysis, various types of regressions, hierarchical models, structural equation modeling, meta-analyses, and more. Choosing an appropriate statistical analysis is more important than selecting the most fancy and complicated statistical analysis.

Questions you must consider before conducting evaluation data analysis include, but not limited to:

- Where is the data located? Will you need to analyze from external sources as well?
- Do you need permission to access the data?
- What size is each data set?
- How familiar are you with each database?
- In what form is the data?
- Is each individual source complete and accurate?
- What do you need to do to clean the data (for inconsistencies or redundant values)?
- Do you need to convert the data before you can analyze it?
- Can you change the data in its original location, or do you need to move it to another location?
- If using different sources, how will you connect the data?
- Will your data model scale?
- Will you be able to later add data sources to your model and use it?

- Do you need summary tables to consolidate data for future analysis?
- Does your server have sufficient software and hardware to conduct the type of analysis you are seeking?

## Process Optimization

Several of the Elite Research consultants are certified in process optimization and project management techniques, such as Six Sigma, Lean and Agile Extreme. Elite Research consultants apply these techniques across numerous fields, not just manufacturing, to help reimagine, implement, and automate flexible, scalable, and accurate processes that will drive productivity and diminish overhead. Throughout the project, we will identify the process challenges and opportunities that are costing time, money, and resource wastage, and set a strategy in place to increase efficiency while maintaining accuracy. Specific documentation and code will also be included to implement these processes for long-term improvement.

## Strategic Planning

Strategic planning is an organization's process of defining its strategy, or direction, through clearly defined goals and objectives. The process results in a clear, succinct strategic plan, which is used to guide decisions on allocating its resources to pursue this strategy. Just as organizations need goals and strategies, the process of strategic planning must have goals and strategies requiring a tailored approach. This approach must take into consideration how organizations work and the ultimate change they seek to make in the world (their impact). Elite Research not only brings strategic planning experience, but also the added benefit of experience in planning, operationalizing, program design and evaluation of academic and philanthropic work. We understand the value of articulating outcomes and building a theory of change and/or logic model(s), and the necessary embedding of monitoring and evaluation processes that ensure organizations are moving in the right direction. This background helps us in our strategic planning sessions because we *start with the end goal in mind and understand the processes needed along that path*.

Determining where an organization needs to go depends on, in large part, where it finds itself today. In order to understand today, a situational assessment must take place. Elite Research proposes a qualitative approach to this assessment, whereby organizational leaders are asked to qualitatively respond to a series of questions (crafted by our content experts) through interviews. Findings from this assessment will help build a current profile for the organization with accurate, up-to-date data to inform the strategy sessions to follow.

Our proposed approach starts with refining the mission and key values. We need to start with the mission which states why your work is important and the key values that flow from it. Often, this step is actually one of the most challenging aspects for boards and key stakeholders to agree on. Our key facilitator is masterful at eliciting opinions and thoughts (even those in fledgling state), and then consolidating and distilling central ideals into focused themes. It is also our experience that agreement on idea/theme, and not exact wording, is critical to the successful momentum of group work; participants begin to feel tired and frustrated when too much time is spent on exact wording. We avoid this by ensuring that we understand the intention of the theme, and then we wordsmith outside of group work. From this, we move to strategic goal creation, followed by a self-reflective SWOT Analysis that allows participants to reflect on key questions whose responses are consolidated and used as the basis for discussions around the development of objectives. For organizations that do not have logic models, we help their teams develop these models that are aligned to the strategic goals and objectives of the sessions.

For the strategic planning process, Elite Research facilitators rely upon an Alignment Model, Gap Planning, and the Bryson Model framework. We say “loosely” because we borrow from all three as we go, and interweave processes that we have found to be most helpful to organizations – especially those that have social impact as a key outcome.

## Evaluation

Evaluation is a systematic method for collecting, analyzing, and using information to answer questions about a project, program, or policy. Essentially, evaluation determines the value of a collection of actions, and provides information to improve the project, program, or policy as it develops and progresses (formative) or evaluate the results and outcomes once it is complete (summative). Evaluations should be guided by logic models that help planners both appropriately plan the project or program, but also anticipate and evaluate the outcomes that are

intended as a result of the project or program activities. Quantitative, qualitative, or both (mixed methods) may be utilized to elicit evaluation data.

*Evaluation Design.* Evaluation is a critical element of business, nonprofit, academic, and medical/health services. While each may call it something different, the function is the same. Each industry “evaluates” whether processes are carried out as specified, how many were used, how the program performed, were targets met, etc. When change is the ultimate intended outcome, evaluation seeks to answer questions such as how well we are doing, what we say we are doing, are we actually making a difference in this community, what transformation has taken place with this group of people, etc. Elite Research works with clients to develop strong evaluation designs and plans, based on logic models that ensure data answers the evaluation questions. Data collection follows quantitative, qualitative, and mixed method protocols that will withstand academic scrutiny. Evaluation reports (and reporting in general) are tailored to the audience engaging with them.

*Program Evaluation.* Elite Research program evaluation consultants use both existing and collected data to determine the overall effectiveness of a project or program. In conducting program or project evaluations, consultants collaborate with clients to utilize a variety of research designs, drawing from both quantitative and qualitative methods; including experimental designs, quasi-experimental designs, descriptive or observational designs, cross-sectional designs, cohort or longitudinal designs, case studies, focus groups, in-depth interviews, and more. This process begins with planning meetings to determine overall evaluation goals, evaluation questions, analysis needed, logistics, socio-cultural considerations, and data collection limitations or challenges. Once this is done, a logic model is developed that maps out the resources needed, the strategies and activities that will be put into play (i.e., "the program"), the direct numerical results (outputs) from these activities, and the change that these actions will produce in the lives of the beneficiaries (outcomes). An evaluation plan is then developed that outlines how the outputs and outcomes will be measured, when they will be measured, and who will be responsible for measurement. Methodologies for these measurements, or assessments, are developed; when clients intend on collecting data themselves, training and coaching is provided. Finally, when the data is analyzed and ready for presentation, comprehensive evaluation reports are created that directly reflect the primary accomplishments of the program evaluation and answer the evaluation questions, along with providing lessons learned and recommendations for future programming.

*Third Party Evaluation.* With growing transparency and accountability measures and requirements, grantees are increasingly required to provide an independent, third-party evaluation of their work. Elite Research has experience in providing these services, even to high federal funding levels. Often times, Elite Research works with clients before proposal submission to create evaluation plans and are written into the grant itself as the contracted evaluator. Sometimes, the team is requested to join post award, and at other times, Elite Research is asked to either correct the work of a previous contractor or finish an evaluation project in which the original evaluator walked away. The preference is always to work with the grantee at the beginning, so that we can help build a strong plan.

## **Data Visualization**

Insight and solutions extracted from data do not end with statistical analysis. The results of statistical analyses need to be communicated in a way in which the broadest possible audience can easily understand them. We take pride in our ability to achieve this goal effectively and efficiently. Lengthy tables loaded with p-values and coefficients are bland and off-putting, whereas good data visualization can both demand attention and curiosity while easily delivering a complex message to the viewer. Whether it is a series of scatter plots or interactive visualization dashboards, we have a strong track record of providing the highest quality visualizations to our clients. Complexity for complexity's sake should never be the goal for visualization. If a simple bar graph communicates the intended message best, then we recommend that visualization. Far too often, flashiness is given precedent over interpretability. A great data visualization presents eye-catching aesthetics without sacrificing clarity. The consultants and developers at Elite Research have extensive experience using tools such as R, R shiny, ggplot2, D3.js, Python, Tableau, Power BI and many others to create illuminating static and interactive data visualizations following industry best practices and technological advancements in the field. We work with organizations to develop the most appropriate and effective visualization/dashboard plan, whether that is starting from scratch or integrating with the organizations existing visualization tools.

Ex. D



**EXHIBIT D****Harris County, Texas**1001 Preston St., Suite 934  
Houston, Texas 77002**Commissioners Court**

Request for Court Action

**File #:** 23-6107**Agenda Date:** 10/10/2023**Agenda #:** 409.**Department:** Purchasing**Department Head/Elected Official:** DeWight Dopslauf**Regular or Supplemental RCA:** Supplemental RCA**Type of Request:** Contract - Award**Project ID (if applicable):** 230271**Vendor/Entity Legal Name (if applicable):** GiveDirectly, Inc.

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MWDBE Contracted Goal (if applicable):** 0%**MWDBE Current Participation (if applicable):** N/A**Justification for 0% MWDBE Participation Goal:** 0% - Minimal MWDBE Availability**Request Summary (Agenda Caption):**

Request by the Office of the Purchasing Agent for approval of an award on the basis of best proposal meeting requirements and that the County Judge execute an agreement with GiveDirectly, Inc. to uplift Harris Administrator for Public Health Services for the period of October 10, 2023 - December 31, 2025 (230271), Justification for 0% MWDBE Participation Goal: 0% - Minimal MWDBE Availability.

**Background and Discussion:**

Harris County seeks approval to execute an agreement for the Program Administrator for Uplift Harris to design and implement the Uplift Harris: Guaranteed Basic Income Pilot. The overarching role of the Program Administrator is to build and manage the necessary processes and resources to enable the successful delivery of Uplift Harris: Harris County's Guaranteed Income Pilot. The Program Administrator will ensure equitable and professional delivery of project components and services.

**Pilot Background:**

The COVID-19 Pandemic and high inflation rates exacerbated the financial challenges low-income families face throughout Harris County. The Uplift Guaranteed Income Pilot would provide guaranteed, continuous, unconditional financial assistance to qualified households for an eighteen-month period. The pilot will include funding for two cohorts: the first to target the top ten high-poverty zip codes in Harris County, and the second focused on selected participants in the Accessing Coordinated Care and Empowering Self Sufficiency (ACCESS) program, a coordinated and client-centered safety net service delivery model administered by Harris County Public Health.

Presented to Commissioners Court

**Expected Impact:**

The Uplift Guaranteed Income Pilot is expected to:

- Reduce poverty
- Reduce unemployment

**October 10, 2023**Approve: **E/G**

File #: 23-6107

Agenda Date: 10/10/2023

Agenda #: 409.

- Improve the incentive and ability to work
- Provide financial security
- Boost self-employment
- Improve health and educational outcomes

**Alternative Options:**

N/A

**Alignment with Goal(s):**

- Justice and Safety
- Economic Opportunity
  - Housing
  - Public Health
  - Transportation
  - Flooding
  - Environment
  - Governance and Customer Service

**Prior Court Action (if any):**

Date	Agenda Item #	Action Taken
7/18/2023	15	Approval of a project scheduled for advertisement and consent for Request for Proposal for Uplift Harris Administrator (230271)

**Location:**

Address (if applicable): N/A

Precinct(s): Countywide

Fiscal and Personnel Summary			
Service Name			
	FY 24	FY 25	Next 3 FYs
<b>Incremental Expenditures (do NOT write values in thousands or millions)</b>			
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$	\$	\$
<b>Total Incremental Expenditures</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Funding Sources (do NOT write values in thousands or millions)</b>			
Existing Budget			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$

**File #:** 23-6107**Agenda Date:** 10/10/2023**Agenda #:** 409.

Total Current Budget	\$	\$	\$
<b>Additional Budget Requested</b>			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Additional Budget Requested	\$	\$	\$
<b>Total Funding Sources</b>	\$	\$	\$
<b>Personnel</b> (Fill out section only if requesting new PCNs)			
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
<b>Total Personnel</b>	-	-	-

**Anticipated Court Date:** October 10, 2023**Anticipated Implementation Date (if different from Court date):****Emergency/Disaster Recovery Note:** COVID-19 related item**Contact(s) name, title, department:** Brandon Maddox, Interim Director of Office of Planning and Innovation, Public Health Services; Matthew McGarrity, Senior Buyer, Purchasing**Attachments** (if applicable): Letter, Agreement



**DeWight Dopslauf, C.P.M., CPPO  
Harris County Purchasing Agent**

October 05, 2023

**SUPPLEMENTAL ITEM**

Commissioners Court  
Harris County, Texas

**RE: Job No. 230271**

Members of Commissioners Court:

Please approve the award on the basis of best proposal meeting requirements and the attached Order(s) authorizing the County Judge to execute the attached Agreement(s) for the following:

**Description:** Uplift Harris Administrator for Harris County Public Health Services

**Proposal(s)**

**Received:** Five (5) on August 07, 2023 (see attached)

**Vendor(s):** GiveDirectly, Inc.

**Term:** October 10, 2023 - December 31, 2025

**Amount:** See confidential attachment

**Evaluated By:** • Evaluation Committee • Harris County Purchasing

Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

MTM  
Attachment(s)  
cc: Vendor(s) w/o attachment(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA OCTOBER 10, 2023**



**CONFIDENTIAL UNTIL APPROVED BY COMMISSIONERS COURT****Uplift Harris Administrator for Harris County Public Health Services**

Five (5) proposals were received as follows:

<b>Vendors</b>	<b>Price</b>
iParametrics, LLC	\$1,400,000
Steady	\$1,674,500
FORWARD	\$1,735,000
GiveDirectly, Inc.	\$1,740,500*
Impact Charitable	\$1,740,600

\*Best and Final Offers

**Evaluation Information**

The Evaluation Committee consisted of representatives from Harris County Public Health, and a representative From the Office of the Harris County Purchasing Agent. Upon careful evaluation of the proposals and best and final offers, the Evaluation Committee selected GiveDirectly, Inc. as the vendor on the basis of best proposal meeting the requirements and needs of Harris County.

GiveDirectly, Inc. was awarded based on their excellent history designing and administering programs of this type in areas that are similar in size. They have successfully distributed over \$100 Million in their other programs without issue. Of the award amount \$1,740,500 will be allocated for grant expenses, the rest is to be distributed to the selected residents.

The remaining vendors were eliminated due to one (1) or more of the following: limitations in language access components, missing comprehensive work plans, and/or limited experience with guaranteed income programs.

**Amount**

\$19,090,500

**This project was developed and issued as a Request for Proposal, and as such it is requested that the evaluation and cost information remain confidential until Commissioners Court approves the awards and the Agreements are executed. At that time, all responses may become available for public review under the “Public Information Act”.**

**SUBRECIPIENT AGREEMENT BETWEEN HARRIS COUNTY AND  
GIVEDIRECTLY, INC.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Public Health (the “Department”), and GiveDirectly, Inc. (“Subrecipient”), a 501(c)(3) non-profit organization. The County and Subrecipient are referred to herein collectively as the “Parties” and individually as a “Party.”

***Recitals***

Pursuant to § 603(c)(1)(a) of the American Rescue Plan Act 2021 (Pub. Law 117-2), hereinafter referred to as the “Act” or “ARPA,” a grantee of Coronavirus State and Local Fiscal Recovery Funds may respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, which, pursuant to the Final Rule adopted by the Treasury Department, includes expenditures for the Uplift Harris Guaranteed Income Pilot Program, a program designed to provide monthly income to meet basic needs to low-income families who experienced economic fallout and financial challenges in response to the COVID-19 pandemic.

Subrecipient acknowledges that it is a subrecipient as that term is defined in 2 C.F.R. § 200.1.

Subrecipient represents it is capable and willing to carry out a portion of the Federal award described in Exhibit C - specifically, that it is capable and willing to carry out a program through a subaward to the Uplift Harris Guaranteed Income Pilot Program.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. GENERAL SCOPE OF SERVICES**

- A) Program/Project Description: Subrecipient agrees to serve as the Uplift Harris Guaranteed Income Pilot Program Administrator for the Uplift Harris Guaranteed Income Pilot Program by designing inclusive and targeted outreach plans and strategies to reach priority populations and communities impacted by the COVID-19 pandemic under the Uplift Harris Guaranteed Income Pilot Program (the “Program”). Subrecipient shall administer the Program by working with County and an evaluation partner to finalize a sampling approach from the geographic prioritization cohort regarding the number of participants selected from each zip code, work with the County to develop an application and enrollment process, set up an online/user-friendly application and user platform designed

for completion via a computer, tablet, or smartphone, lead a collaborative effort with the Department and other relevant County departments, Precinct Offices, and stakeholders to finalize program design, outreach, disbursement of monthly payments, and other program aspects, create and finalize a pilot budget with an approximate number of participants served, communication and engagement costs, and other costs associated with other listed project components, design and maintain an application portal to promote the Program and serve as an informational hub, and socialize final program design and final budget with a committee working group or project team for feedback and input before finalization (the “Services”) in accordance with the specifications set forth in the Request for Proposal Job #23/0271 (“RFP”). All Services listed within the RFP shall hereinafter be referred to collectively as the “Project.”

- B) “Contract Documents” will include the RFP, attached hereto as Exhibit A and incorporated by reference, Subrecipient’s Budget (“Budget”), attached hereto as Exhibit B and incorporated by reference, the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached hereto as Exhibit C and incorporated by reference, Required Federal Clauses, attached hereto as Exhibit D and incorporated by reference, the Federal Award Identification Table, attached hereto as Exhibit E and incorporated by reference, the Conflict of Interest Policy, attached hereto as Exhibit F and incorporated by reference, Subrecipient’s Response to the RFP, attached hereto as Exhibit G and incorporated by reference, and the Certificate of Insurance, attached hereto as Exhibit H and incorporated by reference.
- C) The Project is described in more detail in the RFP for Job #23/0271.
- D) “Contract Documents” and “Order of Precedence” The Contract Documents for the Project shall, unless defined otherwise in the Agreement, include the following:
- i) Change Orders and Amendments to the Agreement which shall be for all intents and purposes, upon execution, attached and incorporated into this Agreement by reference;
  - ii) This Agreement, including related Attachments, Exhibits, and Reference Documents. In interpreting this Agreement and resolving any conflicts or ambiguities, the main body of this Agreement, which shall control over the Exhibits; and any inconsistency between the Exhibits will be resolved in the following order – RFP (Exhibit A), Budget (Exhibit B), Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Exhibit C), Required Federal Clauses (Exhibit D), Federal Award Identification Table (Exhibit E), Conflict of Interest Policy (Exhibit F), Subrecipient’s Response to RFP (Exhibit G), and Certificate of Insurance (Exhibit H).

In the event of a conflict between any of the Contract Documents, the conflict shall, unless specified otherwise in the Agreement, be resolved using the order of precedence set forth above, with item i) being the document with the highest order of precedence.

A higher order document will supersede a lower order document to the extent necessary to resolve any inconsistencies between the documents; however, silence on any matter in a higher order document will not negate the provision of a lower order

document as to that matter. Any ambiguities or inconsistencies among documents of identical precedence will be resolved by giving precedence to the most recent document. Notwithstanding the order of precedence set forth above, in the event of a conflict within the Contract Documents of the same priority, the County shall have the right, at its sole discretion, to determine which provision applies.

- E) The Parties agree that providing the Services through participation in the Project serves a public purpose.
- F) Subrecipient will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- G) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- H) Subrecipient certifies it is registered with the Texas Secretary of State to transact business in Texas and is current on state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.
- I) Subrecipient warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- J) Subrecipient is not in breach of any other contract, obligation or covenant that would affect Subrecipient's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- K) Subrecipient shall verify that each entity or person it retains to perform Services pursuant to this Agreement is in compliance with Sections H, I, and J above. If Subrecipient uses subcontractors, Subrecipient shall apply the terms and conditions, as applicable, and indicated in this Agreement and the RFP to subcontract work. Subrecipient shall at all times be responsible for the performance of its subcontractors. No term or agreement of Subrecipient's agreement with any subcontractor shall alter the terms and conditions of this Agreement. Subrecipient shall remain responsible for the work of its subcontractors.
- L) Errors and Omissions. Unless otherwise mutually agreed upon in writing by the Parties, Subrecipient shall not take advantage of or benefit from any apparent Error in the RFP. Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the RFP or this Agreement, the Parties shall work with one another in good faith to determine the precise scope required by the Agreement. Subrecipient shall promptly notify the County in writing of all Errors which it may discover in the RFP or Agreement. The Parties shall meet within three (3) Calendar Days of such notice to discuss remedies and the Parties shall work with one another in good faith to remedy the error before proceeding with any affected work. Notwithstanding the above, in the event there



are existing features and functionality currently installed at the County but not included as part of this Agreement and identified as part of the code comparison of the County's currently installed Subrecipient applications, Subrecipient may effectuate a Change Order and provide County with such features and functionality. If the addition of such features and functionality will extend the Project Timeline and cost, as determined by Subrecipient, the Subrecipient shall provide the County with a quote for such additional features and functionality. The County agrees to effectuate a Change Order to extend the Project Timeline and cost accordingly.

The apparent silence of the RFP, as to any level of detail, or the apparent omission of detailed descriptions concerning any issue or technical requirement, shall be regarded as meaning that commercial practice is to prevail and only material and workmanship of the first quality may be used by the Subrecipient.

- M) Subrecipient is fully qualified and capable of performing the Services called for in this Agreement and is willing to perform these Services.
- N) Subrecipient's designated representative shall be authorized to act on the Subrecipient's behalf with respect to the performance of the Services required by this Agreement.

## II. INDEPENDENT PARTIES

- A) The Services performed by Subrecipient under this Agreement are performed by Subrecipient as a separate and distinct entity from the County. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Subrecipient shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Subrecipient has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Subrecipient.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT SUBRECIPIENT IS NOT AN INDEPENDENT ENTITY, SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Subrecipient will comply with all applicable federal and state laws including but not limited to the Prompt Payment Act, in the payment of its workers.
- D) Subrecipient is solely responsible for the payment of wages and any applicable benefits to workers for Services performed in connection with this Agreement. Subrecipient shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable

laws of the State of Texas.

- E) THE COUNTY'S SUBAWARD IS TO THE SUBRECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO SUBRECIPIENT'S WORKERS OR SUBCONTRACTORS. SUBRECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.
- F) Subrecipient's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan, or any other benefit plan. Subrecipient and the workers furnished by Subrecipient shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- G) The County is not responsible to Subrecipient or Subrecipient's workers for payment of any overtime compensation or any additional payments pursuant to any federal or state law. **The County will not be responsible for overtime wages.**
- H) Subrecipient shall not have the authority to enter into contracts or agreements on behalf of the County.

### III. TERM

The Term (the "Term") of this Agreement shall commence upon approval by Harris County Commissioners Court (the "Effective Date") and shall remain in full force and effect through December 31, 2025 unless earlier terminated in accordance with the terms of this Agreement.

### IV. SUBRECIPIENT'S RESPONSIBILITIES

- A) In carrying out the Project, the Subrecipient shall perform the RFP and Services related to the Project and, for having rendered such performance, the County shall fund the performance as stated in Article V.
- B) The Subrecipient shall review all federal, state, and local laws, statutes, codes, orders, ordinances, rules, and regulations applicable to the Subrecipient's work under this Agreement. The Subrecipient shall, in its performance of the Services, comply with all applicable federal, state, and local laws, statutes, codes, orders, ordinances, rules, and regulations in effect and ensure the Project complies with same. If the Subrecipient performs work that it reasonably should have known in its capacity to be contrary to laws, statutes, codes, orders, ordinances, rules, and regulations without giving prior notice to the County, the Subrecipient shall assume appropriate responsibility for performing the work, and shall bear the costs attributable to correction that could have been avoided. The cost of compliance with any changed or new or additional applicable statutes, laws, regulations and codes required for the Project that become effective subsequent to the submittal date of Subrecipient's Budget shall be borne by Subrecipient.

**V. SUBRECIPIENT’S SUBAWARD**

- A) Subject at all times to Article VII entitled Limitation of Appropriation, the County agrees to award up to Seventeen Million Three Hundred Fifty-Thousand and No/100 Dollars (\$17,350,000.00) (the “Program Fund”) to be disbursed to qualifying residents and households as detailed further herein. The County also agrees to pay Subrecipient an administrative fee for a not-to-exceed cumulative maximum amount of One Million Seven Hundred Forty Thousand Five Hundred and No/100 Dollars (\$1,740,500.00) (the “Administrative Fee”). This Administrative Fee is in addition to the Program Fund and incorporates all charges such as all labor, equipment, materials, delivery, shipping costs, travel expenses, and incidentals necessary to provide the Services. The total cost to the County is Nineteen Million Ninety Thousand Five Hundred and No/100 Dollars (\$19,090,500.00) (the “Subaward”), the total maximum sum of funds certified available for the Term of the Agreement by the Harris County Auditor.
- B) Subrecipient shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Subrecipient’s sole expense.
- C) The Subrecipient understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Subrecipient in advance for any of the Services, Activities, Deliverables, or Milestones.

**VI. TERMS OF SUBAWARD**

A) Fund Disbursement Requirements

- i) Prior to any and all fund disbursements provided for under this Agreement, Subrecipient should provide its Taxpayer Identification Number to the County. Failure to provide this information may result in a delay in payment or withholding of payment as required by the Internal Revenue Service.
- ii) Prior to any and all payments provided under this Agreement, Subrecipient shall provide the County with Subrecipient’s Unique Entity Identifier and verify its SAM Registration.
- iii) Administrative Fee payments made by the County to Subrecipient are to be considered by the Subrecipient as full compensation for all Subrecipient costs, products, services, and work.
- iv) It is understood and agreed that Subrecipient will have no more than \$5,000,000.00 of the Program Fund in its possession at any time during the Term of this Agreement (the “Possessory Allocation”). At the County’s election, but at least monthly, County will, upon receipt of sufficient documentation (as determined by the County) from Subrecipient of the current Possessory Allocation status, transfer the funds necessary to replenish the Possessory Allocation in Subrecipient’s possession up to \$5,000,000.00 until such time the County has transferred the full \$17,350,000.00 Program Fund to

Subrecipient for disbursement. County shall promptly provide a Purchase Order, for the full award amount. This Purchase Order will be issued by the Harris County Purchasing Agent to authorize Subrecipient to begin to perform Services, and transfer the initial Possessory Allocation of \$5,000,000.00 from the Program Fund to Subrecipient upon receipt of an initial invoice and receipt of proof of crime insurance as is required under Article XX(B)(ii).

- v) Subject to the terms of Article VI(B), the County shall distribute Administrative Fee payments in response to each undisputed request for Administrative Fee payments within thirty (30) days of receipt thereof. Requests for Administrative Fee payments are subject to the County approval. The County may exercise any and all rights to set off Administrative Fee payments in the event of overpayment by the County or Administrative Fee payments owed to the County under this Agreement. Upon Administrative Fee payment approval, the County will forward Administrative Fee payments to Subrecipient by check or other mutually acceptable means to the Subrecipient.
- vi) Upon completion of the Term or in the event of early termination of this Agreement under Article X, Subrecipient shall provide the County with a final, comprehensive report regarding the Program Fund disbursed to qualifying residents and households, submitted within ninety (90) days of distribution of all grants to qualifying residents and households.
- vii) In the event that the full Program Fund of \$17,350,000.00 is not disbursed, Subrecipient shall return any unexpended Program Funds.
- viii) In the event that the Agreement is terminated early by the County, Subrecipient shall provide the County with a final invoice of any unpaid amounts for Services by the Subrecipient prior to termination. In no event shall total payments to Subrecipient exceed the Subaward as contained in Article V.
- ix) Any Program Funds held by Subrecipient at the expiration or earlier termination of this Agreement are to be returned to the County and Subrecipient is responsible for ensuring the return of all such funds.
- x) All invoices for payment of the Administrative Fee shall be paid on a reimbursement basis and in accordance with the terms outlined in Article VI(B).
- xi) Invoices for the Administrative Fee shall be separate and in a form acceptable to the County Auditor and, at a minimum, include a description of the Activity, Milestone(s), Deliverables, Services, or administrative cost(s) incurred, the day(s) and time(s) that Subrecipient performed/incurred the activity, milestone(s), deliverables, Services, or administrative cost(s), and the total amount billed for the activity, milestone(s), deliverables, Services, or administrative cost(s).

B) Payment Process

- i) In accordance with the RFP and the Budget and after the written review and acceptance by the County of the amount of Program Fund disbursed by Subrecipient and the administrative cost(s) incurred by Subrecipient, the Subrecipient shall submit invoices to the Harris County Auditor, with a copy to the Department Director for Services rendered each month. The invoices shall be in a form acceptable to the County Auditor and, at a minimum, include a description of the Activity, Milestones, Deliverables Services, or administrative cost(s) incurred, the day(s) and time(s) that Subrecipient performed/incurred the Activity, Milestones, Deliverables, Services, or administrative cost(s), and the total amount billed for the Activity, Milestones, Deliverables, Services, or administrative cost(s).

All invoices with the appropriate backup documentation must be submitted to:

Harris County Auditor  
1001 Preston 8<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: Accounts Payable

or

VENDORINVOICES@AUD.HCTX.NET

- ii) After receipt of invoices, the County Auditor will also forward them to the Department Director, who shall review and approve it with such modifications as may be deemed appropriate, and then return, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.
- iii) The County shall have the right, at any reasonable time as determined by the Harris County Auditor, to make periodic audits and inspections of the Subrecipient's records related to any Services pursuant to this Agreement. Subrecipient agrees to make the records available in Harris County within five (5) business days of the County's request in either physical or electronic form, at Subrecipient's discretion.

**VII. LIMITATION OF APPROPRIATION**

- A) Subrecipient expressly understands and agrees that the laws governing the letting of contracts require the approval of the Harris County Auditor and its certification that funds

are, or will be, available for the payment of the obligations created under this Agreement before such Agreement becomes effective. Therefore, payment is contingent on the Auditor's certification of funds. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Agreement. Subrecipient understands and agrees that the County has Nineteen Million Ninety Thousand Five Hundred and No/100 Dollars (\$19,090,500.00), the total maximum sum of funds certified available by the Harris County Auditor for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. Subrecipient understands and agrees that the total maximum subaward that Subrecipient may become entitled to hereunder and the total maximum sum that the County shall become liable to pay to Subrecipient hereunder shall not under any conditions, circumstances, or interpretations thereof exceed that sum. When all the funds so certified under this Agreement are expended, unless additional funds are certified available as evidenced by a written amendment to the Agreement, Subrecipient's sole remedy will be to terminate this Agreement in accordance with Article X to the extent permitted under Article X.

- B) In the event of termination due to non-appropriation of funds, County will not be considered in default or breach of the Agreement.
- C) Subrecipient expressly agrees that it will not be entitled to any liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.
- D) Subject at all times to Article VII and the County's right to withhold payment of any unauthorized charges, the County shall pay each such undisputed invoice in accordance with Texas state law.

### **VIII. GRANT FUNDS**

- A) Subrecipient understands and agrees that this Agreement is contingent upon the availability of third-party funds, including but not limited to federal funds awarded to the State or County ("Grant Funds") for the term of the Agreement. It is expressly understood and agreed that the County has no County funds available with which to pay its obligations hereunder except funds allocated and received by the County under Grant Funds awarded to the County. The County shall not be liable under any circumstances or any interpretations hereof for any costs under this Agreement until the Grant Funds are certified and available for this Agreement by the County Auditor. It shall be the obligation of Subrecipient to assure itself that sufficient funds have been allocated to pay for the Services to be provided. Should Subrecipient receive any Grant Funds from the County that are determined to be not subject to payment with Grant Funds, Subrecipient shall refund to the County any and all such amounts that have been paid by the County. Subrecipient also understands and agrees that this Agreement is contingent upon Subrecipient's eligibility to receive funds under federal law, including without limitation the Act and all applicable federal statutes and regulations, and Subrecipient represents that it is eligible to receive funds under all applicable federal statutes and regulations.
- B) In the event these Grant Funds are discontinued or reduced during the Agreement term,

the County shall not be liable for payment of any funds above the actual Grant Funds allocated and received by the County. In the event the Grant Funds are reduced, the Subrecipient's sole and exclusive remedy shall be to terminate this Agreement. The County's obligation to make any payments under the Agreement using Grant Funds is limited to the amount of Grant Funds actually received and is subject to all applicable federal law. Subrecipient agrees that, in the event that Grant Funds are discontinued or reduced, Subrecipient will not be entitled to any damages or remedies of any kind, including without limitation damages for work performed, liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

- C) In order to be eligible for payments under the Grant, Subrecipient agrees to comply with all of the applicable terms and requirements mandated under federal law, including without limitation under 2 CFR Part 200 (herein referred to as "Federal Grant Regulations" – also known as Uniform Guidance). To the extent that a request for fund disbursement is submitted by Subrecipient for an ineligible cost, Subrecipient further agrees to reimburse the County, within thirty (30) days after written notice, for any Grant Funds received from the County under the Agreement for which the County is denied reimbursement under the Grant or which are otherwise determined to be ineligible for reimbursement under the Grant.
- D) Subrecipient understands and agrees that it shall not proceed with any Services until it receives written authorization through the issuance of a Purchase Order from the County to begin. If at any time during the course of the Agreement, Subrecipient knows that the funds available will not cover the cost of the Services, Subrecipient shall notify the County promptly.
- E) Subject at all times to the availability of Grant Funds and the County's right to withhold payment of any unallowable charges as determined by federal law, the County shall pay each undisputed request for fund disbursement in accordance with all applicable laws.

## **IX. TEXAS PUBLIC INFORMATION ACT**

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). Subrecipient expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Subrecipient.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any materials or information furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Subrecipient for the disclosure to the public, or to any person or persons, of any materials or information, or a part thereof,

furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

- C) In the event the County receives a written request for information pursuant to the Act that affects Subrecipient's rights, title to, or interest in any materials information or a part thereof, furnished to the County by Subrecipient under this Agreement, then the County will notify Subrecipient of such request. Subrecipient may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Subrecipient is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Subrecipient is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. Subrecipient affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Subrecipient and agents acting on behalf of Subrecipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise

## **X. TERMINATION**

- A) Termination for Convenience. The County may, by written notice to Subrecipient, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Subrecipient of such termination, and specifying the effective date thereof ("Notice of Termination"). If the termination is for the convenience of the County, the County shall – subject at all times to Articles VII and VIII, and consistent with all applicable law – provide funding disbursements through the effective date of termination. No amount shall be paid for unperformed work or materials not provided. Subrecipient shall provide documentation deemed adequate by the County to show the work actually completed or materials provided by Subrecipient prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- B) Termination for Cause. If either Party fails to materially perform pursuant to the terms of this Agreement, the other Party may terminate, in whole or in part, this Agreement for cause by providing notice to the non-breaching Party, and specifying the effective date thereof ("Notice of Termination for Cause"). If the Party in breach fails to materially perform pursuant to the terms of this Agreement, the non-breaching Party may choose to, but is not required to, provide written notice to the breaching Party specifying the default ("Notice of Default"). If the non-breaching Party chooses to provide such Notice of Default and the breaching Party does not cure such default within the time required by the non-breaching Party, the non-breaching Party may terminate this Agreement for cause by providing the Notice of Termination for Cause, and specifying the effective date thereof. If the termination is for cause, where Subrecipient is the breaching Party, it shall – subject at all times to Articles VII and VIII – receive funding distributions (properly supported by



documentation requested by the County) for that portion of the work or materials provided that have been fully and adequately completed and accepted by the County as of the date the County provides the Notice of Termination for Cause. In such case, the County shall have the right to take whatever steps it deems necessary to complete the project and correct Subrecipient's deficiencies and charge the cost thereof to Subrecipient, which shall be liable for the full cost of the County's corrective action, including reasonable overhead, profit and attorneys' fees.

- C) Reimbursement; Damages. The County shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold funding disbursements for defective work or other damages caused by Subrecipient's performance of the work.
- D) Completed or partially completed activities, deliverables, and milestones, information, programs, designs, documentation, aggregate data, and any literary works and other works of authorship created under this Agreement for the first time and for the County (collectively the "Documents") shall be delivered to the County when this Agreement is terminated or completed. Subrecipient will be granted a license to the Documents. The County shall have all copyright ownership and title in and to the Documents created under this Agreement for the first time and for the County.
- E) Additional Termination Provisions. Upon receipt of a Notice of Termination or a Notice of Termination for Cause specifying the extent of the termination, the effective date of the termination, and whether the Termination is for cause or for convenience, Subrecipient shall promptly discontinue the work unless the Notice directs to the contrary. Subrecipient shall deliver to the County and transfer title to all provided materials and completed work, and work in progress, including drafts, documents, plans, forms, maps, products, graphics, and reports that are included in the list of Documents. The rights and remedies provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement, including, but not limited to, the right to specific performance. Subrecipient acknowledges the County's right to terminate this contract with or without cause as provided in this Article. Subrecipient hereby waives any and all claims for any damages, including, but not limited to, consequential damages or lost profits, that might arise from the County's act of terminating this Agreement. County shall not be liable for any costs other than the charges or portions thereof that are authorized by this Agreement. If County terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Subrecipient shall be entitled to receive only the amounts payable under this Article, and Subrecipient specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits, arising from the County's act of termination.
- F) Force Majeure. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "*Force Majeure* Event"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible

to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

- G) Subject at all times to all record keeping and other obligations set forth herein, within thirty (30) days following written request following such termination, each Party will return or destroy all confidential information marked as such of the other Party in its possession and will not make or retain any copies of such confidential information except as provided for under this Agreement or as required to comply with any applicable legal or accounting record keeping requirements.
- H) Agreement Transition. In the event Services end by either agreement, expiration or termination, Subrecipient shall continue Services if requested to do so by Harris County Purchasing, until such time that a new subrecipient can be completely operational. Subrecipient acknowledges its responsibility to cooperate fully with the replacement subrecipient and the County to ensure a smooth and timely transition to the replacement subrecipient. To the extent consistent with all applicable law, the Subrecipient shall be reimbursed for Services during the transitional period at the rate in effect when the transitional period clause is invoked by the County. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

## **XI. NOTICE**

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Subrecipient at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses, with a courtesy copy provided to the other Party by email at address(es) provided below:

To Subrecipient:

GiveDirectly, Inc.  
P.O. Box 3221  
New York, NY 10008  
Attn: Jason Watters  
Email: grants@givedirectly

To Harris County:

Harris County Public Health  
1111 Fannin Street  
Houston, Texas 77002

Attn: Molly Brown  
Email: molly.brown@phs.hctx.net

With a copy to:

Harris County Purchasing Agent  
1111 Fannin Street, 12<sup>th</sup> Floor  
Houston, Texas 77002-1890  
Attn: Matthew McGarrity  
Email: Matthew.McGarrity@pur.hctx.net

Either Party may designate a different address by giving the other Party ten (10) days written notice.

## **XII. INDEMNIFICATION**

**THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.**

**SUBRECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (“INDEMNIFIED PARTIES”) FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF SUBRECIPIENT, OR ANOTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY SUBRECIPIENT OR ANOTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL.**

**SUBRECIPIENT SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY SUBRECIPIENT OR ANOTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL.**

**COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.**

**SUBRECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT,**

**CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF SUBRECIPIENT OR ANOTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE SUBRECIPIENT PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH SUBRECIPIENT IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.**

**IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY SUBRECIPIENT OR ANOTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, SUBRECIPIENT SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.**

### **XIII. COMPLIANCE AND STANDARDS**

- A) The Parties agree to keep confidential the contents of all confidential discussions among the Parties. Except where disclosure is required by the Texas Public Information Act, the Parties agree to keep confidential the contents of all confidential records disclosed by the disclosing Party and other information identified by the disclosing Party as confidential or deemed confidential by applicable federal, state, or local law and obtained during Subrecipient's performance of Services under this Agreement. Except for subcontractors, suppliers, and vendors who have a need to know in order to perform their respective scope of work in support of this Agreement and who are subjected to similar confidentiality obligations set forth herein, the Parties shall not release any confidential information unless the disclosing Party, in writing, authorizes such release of specific, confidential information to any third parties.
- B) The Parties shall not access any information they are not authorized to receive, whether such authorization comes through this Agreement or otherwise. Subrecipient shall not copy, recreate, or use any proprietary information or proprietary documents obtained from the County in connection with this Agreement other than for the performance of this Agreement.
- C) Subrecipient shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Subrecipient copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- D) Subrecipient is not in breach of any other contract, obligation or covenant that would affect Subrecipient's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- E) Conflict of Interest. Subrecipient does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and Subrecipient has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- F) Lobbying. Subrecipient shall not use funds received under this Agreement to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C. § 1352 (2003), if at any time during the Agreement term funding to Subrecipient exceeds \$100,000.00, Subrecipient shall file with the County the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.”
- G) Subrecipient shall not enter into any subcontract, contract agreement, purchase order, or other arrangement (“Arrangement”) for the furnishing of any portion of the materials, Services, Activities, Milestones, or Deliverables with any party or entity if such party or entity is an Affiliated Entity (as defined below) of Subrecipient, unless such Arrangement approval has been requested by County, after full disclosure in writing by Subrecipient to County of such affiliation or relationship and all details relating to the proposed Arrangement. “Affiliated Entities” means business concerns or individuals if, directly or indirectly –
- i) Either one controls or can control the other party or
  - ii) A third-party controls or can control both
- Any holder of more than ten percent (10%) of the issued and outstanding shares of another entity shall be deemed to have a controlling interest in said entity.
- H) No Federal Exclusion.
- i) Neither Subrecipient nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who:
    - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,

b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

- ii) Subrecipient agrees to promptly report to the County if Subrecipient becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an “Ineligible Person” during the term of this Agreement.
- iii) Subrecipient is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) – List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Subrecipient must immediately notify the County of any such exclusion or suspension. Subrecipient is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. No person who has an ownership or controlling interest in Subrecipient’s business or who is an agent or managing employee of Subrecipient has been convicted of a criminal offense related to involvement in any federal program.

- I) Whistleblower Protection Act: Subrecipient understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239). Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712. Subrecipient shall insert the substance of this clause (“Whistleblower Protection Act”) in all subcontracts providing services under this Agreement.
- J) Interested Parties. Prior to execution of the Agreement, Subrecipient shall, as an update, complete Form 1295 in accordance with Tex. Gov’t Code Ann. § 2252.908 concerning “Interested Parties.” The information on the form shall be complete and accurate.
- K) Foreign Terrorists Organizations. In accordance with Tex. Gov’t Code Chapter 2252 Subchapter F, Subrecipient certifies that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Subrecipient does not appear on the Texas State Comptroller’s list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

- L) Anti-Boycott. In accordance with Tex. Gov't Code § 2270.002, Subrecipient does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- M) Compliance with Federal Requirements. Parties acknowledge that GiveDirectly, Inc. is a Subrecipient pursuant to 2 C.F.R. §§ 200.330–200.331 and has been provided the required Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) Award Terms and Conditions as contained in Exhibit C, attached hereto and incorporated herein by reference to the extent applicable to Subrecipient and the required subaward information as contained in Exhibit E, attached hereto and incorporated by reference.

Subrecipient agrees to comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury’s interim final rule and final rule, applicable statutes, regulations, and reporting requirements.

This Agreement requires the Parties’ compliance with applicable provisions of Title 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all other applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives, as well as state and local laws, regulations, and policies governing the funds provided under this Agreement. With respect to any conflict between such federal requirements and the terms of the Agreement and/or the provisions of state/local law and except as otherwise required under federal law or regulation, the federal requirement shall control. Violations of law will be referred to the proper authority in the applicable jurisdiction. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Subcontracts entered into by Subrecipient in connection with this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement.

- i) Fund payments are considered to be federal financial assistance subject to the Single Audit Act, codified at 31 U.S.C. §§ 7501–7507.
- ii) Subrecipient is subject to a single audit or program specific audit under 2 C.F.R. § 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during the fiscal year.
- iii) Fund payments are subject to 2 C.F.R. § 200.303 regarding internal controls.
- iv) Fund payments are subject to 2 C.F.R. §§ 200.331–200.333 regarding subrecipient monitoring and management.
- v) Fund payments are subject to Subpart F of the Uniform Guidance, regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. §§

200.303, 200.331–200.333, 200.501(a), and Subpart F of Title 2.

- N) Administrative Costs. Subrecipient may use funds for administering the program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Costs must be reasonable and allocable as outlined in 2 C.F.R. §§ 200.404–200.405. Subrecipient is permitted to charge both direct and indirect costs to its SLFRF subaward as administrative costs as long as they are accorded consistent treatment per 2 C.F.R. § 200.403. Each category of cost should be treated consistently in like circumstances as direct or indirect, and Subrecipient may not charge the same administrative costs to both direct and indirect cost categories, or to other programs.
- O) Program Income. Program Income means income earned by the Subrecipient that is directly generated by a supporting activity or earned as a result of the Subaward during the period of performance except as provided in 2 C.F.R. § 200.307. Program Income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

Subrecipient agrees to calculate, document, and record Subrecipient's program income. Subrecipient also agrees to implement written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

- P) Cost Principles. Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E.
- Q) Reporting Obligations. Subrecipient shall submit regular monthly progress and financial reports to the County.
- i) **Projects**: Provide information on all SLFRF funded projects. Projects are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, the subrecipient will be required to enter the name, identification number (created by the subrecipient), project expenditure category, description, and status of completion. Project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between 50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose. Subrecipients should review the Required Programmatic Data described in (Q)(ii-iv) below and define projects at a sufficient level of granularity.

- ii) **Obligations and Expenditures**: Once a project is entered the subrecipient will



be able to report on the project's obligations and expenditures. Subrecipients will be asked to report:

- a. Current period obligation
  - b. Cumulative obligation
  - c. Current period expenditure
  - d. Cumulative expenditure
- iii)** Project Status: Once a project is entered the recipient will be asked to report on project status each period, in four categories:
- a. Not started
  - b. Completed less than 50 percent
  - c. Completed 50 percent or more
  - d. Completed
- iv)** Program Income: Subrecipients should report the program income earned and expended to cover eligible project costs, if any.
- v)** Project Demographic Distribution: Recognizing the disproportionate public health and economic impacts of the pandemic on many households, communities, and other entities, Subrecipient must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Subrecipient will be asked to respond to the following:
- a. What impacted and/or disproportionately impacted population does this project primarily serve?
  - b. If this project primarily serves more than one impacted and/or disproportionately impacted population, please select up to two additional populations served.

**R) No Obligation by Federal Government**

The Federal government, Department of Treasury, and any other federal agency or pass-through entity providing financial assistance are not a party to any transaction between the recipient and its contractor. The Federal government or any other federal agency or pass-through entity providing financial assistance are not subject to any obligations or liable to any party for any matter relating to this contract.

**S) Program Fraud & False or Fraudulent Statements or Related Acts**

Recipients, subrecipients, and contractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of recipients, subrecipients, contractors, and subcontractors pertaining to any matter resulting from a contract.

T) **Fraud, Waste, and Abuse Reporting**

Subrecipient shall promptly report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement of all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

U) **Energy Company**. In accordance with Tex. Gov't Code § 2274.002, unless Subrecipient meets an exemption under subsection (c), then, as required by subsection (b), Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

V) **Firearm and Ammunition Industries**. In accordance with Tex. Gov't Code § 2274.002, unless Subrecipient meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

**XIV. ADMINISTRATIVE REQUIREMENTS**

A) **Pre-award Costs**. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

B) **Administrative Costs**. Subrecipient may use funds provided under this award to cover both direct and indirect costs.

C) **Financial Management**. The Subrecipient agrees to comply with, and agrees to adhere to, any accounting principles and procedures required by federal law, as well as utilize adequate internal controls relating to performance of the Agreement. The Subrecipient's accounting system to record expenditures must be established and maintained in accordance with generally accepted accounting standards.

D) **Duplication of Benefits; Subrogation**. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended through P.L. 116-284 (January 1, 2021), and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018



their authorized representatives (each an “Auditor”), shall have the right of access to any facilities and to any records, documents, financial statements, papers, or other records of the Subrecipient in order to make audits, examinations, excerpts, and transcripts related to this Agreement. Subrecipient shall cooperate with such examinations, studies, and audits and provide the Auditor with such documents, including without limitation Subrecipient’s backup and support data related to the work, materials, and billings under this Agreement. The Auditor may perform such examinations, studies, and audits before or after payment. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.

- ii) All recipients, subrecipients, contractors, successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, and facilities.
- iii) To the extent required by, and in accordance with, 2 CFR Part 200 and any applicable guidance from the U.S. Department of the Treasury, Subrecipient, recipients, subrecipients, contractors, successors, transferees, assignees, and subcontractors shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other records pertinent to the Agreement. Subject to, and in accordance with the, requirements set forth and in accordance with 2 CFR Part 200 and any applicable guidance from the U.S. Department of the Treasury, records shall be maintained by Subrecipient for a period of five (5) years after this Agreement has ended and the work has concluded.
- iv) Subrecipient, as of thirty (30) days after the completion of the program, will transfer all Documents to Harris County and retain copies of such records for the required retention period.
- v) Subrecipient shall include this provision in all subcontracts and consulting agreements executed in support of this Agreement, thereby giving any Auditor the right to perform examinations, studies and audits of all subcontractor and consultants paid from funds under this Agreement.
- vi) This section shall survive termination of this Agreement.

H) Personally Identifiable Information. Subrecipient must take reasonable measures to safeguard protected personally identifiable information, and other information the County designates as sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. For purposes of this provision, the definition for personally identifiable information found at 2 C.F.R. § 200.1 is incorporated herein.

- I) Disclosure. Subrecipient understands that confidential information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to goods/services provided under this Agreement, is prohibited unless written and valid consent is obtained.
- J) Monitoring & Compliance. To the extent required and in accordance with 2 CFR 200, County shall monitor the activities of Subrecipient as necessary and in accordance with applicable regulations on Subrecipient Monitoring and management, 2 C.F.R. §§ 200.331–200.333, to ensure Subrecipient compliance with all the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the County will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by Subrecipient within seven (7) days after being notified by the County, the County may impose additional conditions on Subrecipient and its use of funds (per 2 C.F.R. § 200.208), suspend or terminate this agreement, or initiate other remedies for noncompliance. Monitoring of Subrecipient shall include:
- i) Reviewing financial and performance reports as required by the County.
  - ii) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to this Agreement detected through audits, on-site reviews, and other means.

Depending upon County's assessment of the risk posed by Subrecipient based upon the requirements of 2 CFR 200 and/or applicable guidance from the U.S. Department of Treasury, the following monitoring tools may be used by County to ensure proper accountability and compliance with program requirements and achievement of performance goals that are set forth in this Agreement:

- iii) Providing Subrecipient with training and technical assistance on program-related matters; and
  - iv) Performing on-site reviews of Subrecipient's program operations;
- K) Close Out. The Subrecipient shall closeout its use of the SLFR funds and its obligations under this agreement by complying with the closeout procedures in 2 C.F.R. § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records.

Notwithstanding the terms of 2 C.F.R. § 200.344, upon expiration of this agreement, the Subrecipient shall transfer to the recipient any SLFR funds on hand at the time of expiration and any accounts receivable attributable to the use of SLFR funds.

## **XV. PUBLIC CONTACT**

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Subrecipient release any material or information developed in the performance of its Services without the express written permission of the County.

**XVI. APPLICABLE LAW AND VENUE**

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas, unless federal law controls as to the issue.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court (if the latter has or can acquire subject matter jurisdiction) located in Harris County, Texas. Each party irrevocably submits to personal jurisdiction in the state or federal courts of Harris County, Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas, and each party waives any objection based on improper venue or forum non conveniens.

**XVII. TAXES AND CHARGES**

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code §151.309, as amended. The County agrees to provide exemption certificates to Subrecipient upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Subrecipient nor obligated to reimburse Subrecipient for any taxes, charges, or fees assessed against Subrecipient for the supplies provided or any Services rendered.

**XVIII. PROHIBITION ON LIENS**

In accordance with Texas Property Code § 43.002, Subrecipient, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Subrecipient shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

**XIX. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY**

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

## **XX. INSURANCE REQUIREMENTS**

A) The Subrecipient shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Subrecipient. These requirements do not establish limits of the Subrecipient's liability.

- i) All policies of insurance identified herein shall waive all rights of subrogation against the County, its officers, employees, and agents.
- ii) Upon request, certificate(s) of insurance shall be furnished to the County
- iii) The County reserves the right to require additional insurance as it deems it necessary.

B) Subrecipient shall maintain at a minimum:

- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

The County shall be named as an "additional insured" on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

- ii) Crime insurance equal to the Possessory Allocation for the protection of the

County from theft, fraud, or dishonesty from Subrecipient's employees as it relates to the administration of the Program Fund by Subrecipient in accordance with this Agreement. If the Possessory Allocation is increased in connection with an Amendment to this agreement, the Subrecipient shall increase the crime insurance coverage to reflect the change in the Possessory Allocation. Proof of crime insurance must be provided by the Contractor to the County prior to distribution of any amount(s) of the Possessory Allocation or the Program Fund.

- iii) Workers' Compensation Employer's Liability, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an "additional insured" on the automobile policy.
- v) With the exception of crime insurance as required by Article XX(B)(ii), proof of insurance with proof of waiver of subrogation and County designated as an "additional insured" must be returned attached to the signed Agreement as Exhibit H, which is attached hereto and incorporated herein by reference

## **XXI. FIDELITY BOND**

- A) Reserved.

## **XXII. OWNERSHIP OF DOCUMENTS; COPYRIGHT**

- A) Ownership, right, title, and interest in inventions created under this Agreement shall be owned by Subrecipient as long as not prohibited by 2 C.F.R. 200.315; provided, however, that the County and the Federal Government shall each retain a perpetual, worldwide, non-exclusive, transferable, sub-licensable, royalty-free, irrevocable license to such inventions. The County shall have all ownership, interest, copyright and title in and to the Documents made under this Agreement for the first time and all copies made from them. To the extent any Document is not deemed a "work made for hire" for the County by operation of law, Subrecipient hereby irrevocably assigns, transfers, and conveys, and shall cause its employees, contractors, and agents to assign, transfer, and convey to the County and without further consideration, the copyright to said Document. Subrecipient shall be granted a non-exclusive license to the Documents. For the avoidance of any doubt, Subrecipient does not irrevocably assign, transfer, and convey the copyright to the software and IP developed by Subrecipient's contractor, AidKit.
- B) Subrecipient represents that it has the right to assign and hereby assigns to the County title and copyright ownership in any completed or partially completed Document. For purposes of this IP ownership, Documents exclude works of authorship delivered to the County, but not created, under the RFP (Existing Works), and any modifications or enhancements of such Existing Works made under the RFP. Some Existing Works are subject to a



separate license agreement (Existing Licensed Works). Subrecipient grants County an irrevocable (subject to County's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform, create derivatives of, and create modifications of any Existing Works and Documents that are not Existing Licensed Works and required for the use and enjoyment of Deliverables. For the avoidance of any doubt, the software and IP developed by Subrecipient's contractor, AidKit, constitutes an Existing Licensed Work and the County shall not receive any license or rights to this IP. Subrecipient retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Deliverables and Documents.

- C) In accordance with the timing as set forth in the project workplan (or as mutually agreed to), but in no event later than thirty (30) days from completion of the Documents, Subrecipient agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. Subrecipient shall retain reproducible copies of all Documents for use as stated under this Agreement.
- D) Upon the cessation of Services for any reason, including but not limited to instruction to cease performance, termination, depletion of funds, completion of Services, or expiration of the Agreement, Subrecipient shall promptly deliver to the Director of the Department all Documents, completed or in progress, that are/were prepared or obtained in performing the Services.
- E) Copyright. Any work performed or materials supplied by Subrecipient do not infringe upon any copyright, trademark, or service mark, nor are they misappropriating any proprietary information.

### **XXIII. WAIVER OF BREACH**

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

### **XXIV. SEVERABILITY**

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

### **XXV. SURVIVAL OF TERMS**

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

### **XXVI. CONTRACT CONSTRUCTION**

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

**XXVII. SUCCESSORS, ASSIGNS, AND SUBCONTRACTING**

- A) The County and Subrecipient bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor Subrecipient shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other.
- C) Subrecipient may not enter into any subcontract in connection with this Agreement without the express written consent of the County.

**XXVIII. NO THIRD-PARTY BENEFICIARIES**

- A) The County is not obligated or liable to any party other than Subrecipient for the performance of this Agreement.
- B) Except as to audit rights, nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Except as to audit rights, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of the County with respect to any third party.

**XXIX. EFFECTIVE DATE**

The Effective Date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.

**XXX. ENTIRE AGREEMENT; MODIFICATIONS**

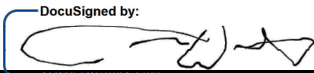
- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

### **XXXI. EXECUTION, MULTIPLE COUNTERPARTS**


This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

**[EXECUTION PAGE FOLLOWS]**

GIVEDIRECTLY, INC.

By:   
AD89FDBC98A7483...  
Name: Jason Watters  
Title: Chief Financial Officer  
Date: October 2, 2023 | 5:47 PM EDT

HARRIS COUNTY

By:   
286C1B1FCB5A4DC...  
LINA HIDALGO  
COUNTY JUDGE  
Date: October 10, 2023

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE  
COUNTY ATTORNEY

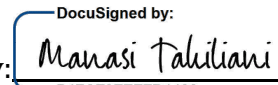
By:   
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Manasi Tahiliani  
Assistant County Attorney  
C.A.O File No: 23GEN2363

EXHIBIT A

Request for Proposal for Job #23/0271

(follows behind)

# **GENERAL REQUIREMENTS AND SPECIFICATIONS FOR INVITATION FOR REQUEST FOR PROPOSALS**

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## I. INTRODUCTION

Harris County administers Federal grant funds received from various sources, including but not limited to the Texas General Land Office (GLO), the Federal Emergency Management Agency (FEMA), and the U.S. Department of Housing and Urban Development (HUD). All purchases made with grant monies shall comply with the terms and conditions of the grant, as well as the applicable Federal, State, and County procedures regarding these purchases.

All Federal grant awards are subject to the Uniform Administrative Requirements and Cost Principles, codified at 2 CFR 200. This includes the standards for procurements under Federal grants, which applies to contracts for services, goods, construction, or repair. Harris County shall follow applicable local and State requirements except to the extent that these are inconsistent with Federal statutes, regulations, or grant conditions. In other words, Harris County shall follow the rule that allows compliance with all the rules that apply to it: Federal, State, and local. If compliance with all applicable levels is not possible and no rule is more restrictive than another, Harris County shall follow the Federal rule.

**Contracts anticipated to be awarded pursuant to this Request for Proposals (“RFP”) shall be funded, in whole or in part, with Federal grant monies. Harris County is authorized to use the competitive proposal method of procurement for this contract opportunity in accordance with 2 CFR 200.320(d).**

Harris County is an Affirmative Action/Equal Opportunity Employer. The County reserves the right to negotiate with any and all individuals or firms that submit a Proposal. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, Historically Underutilized Businesses, Section 3 Business Concerns, and labor surplus area firms are encouraged to submit Proposals.

### A. PROJECT DESCRIPTION & SERVICES

The following is a project description of the services required by the County and solicited pursuant to this RFP. As used herein, the term “Contractor” shall mean and refer to the Offeror selected pursuant to this RFP process that enters into a contract with Harris County.

Harris County seeks a Program Administrator to design and implement the Uplift Harris: Guaranteed Basic Income Pilot and partner with a third-party evaluator that will measure the impact of the program. The

Program Administrator is expected to work closely with the evaluator, Harris County Public Health (HCPH), and other interested stakeholders as necessary to complete the project.

## **B. PROJECT SCHEDULE**

**NOT APPLICABLE**

## **C. ANTICIPATED CONTRACT TERM**

The anticipated Contract Term under this RFP is for **SEPTEMBER 19,2023 – SEPTEMBER 18, 2025.**

# **II. TIMETABLE**

## **A. PRE-PROPOSAL CONFERENCE**

1. Attendance at the Pre-Proposal Conference is not mandatory; however, Offerors are strongly encouraged to attend to discuss the requirements of the RFP and identify any common questions. Persons with disabilities requiring special/reasonable accommodations should contact the Purchasing Office at (713) 274-4400 at least two (2) days prior to the Pre-Proposal Conference.

The Pre-Proposal Conference will be held at **2:00 PM on Wednesday, July 19, 2023** via Microsoft Teams with detail below. Attendance is optional, however, vendors are encouraged to attend to have a better understanding of the requirements of this RFP.

**Microsoft Teams meeting**

[Click here to join the meeting](#)

**Meeting ID: 227 082 640 192**

**Passcode: h7Nh6q**

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 281-985-1862,,498907174#](#) **United States, Houston**

**Phone Conference ID: 498 907 174#**

Due to space constraints, Harris County requests that Offerors limit their firms' attendance at the Pre-Proposal Conference to two company representatives.

2. Regardless of whether or not Offerors attend the Pre-Proposal Conference, Offerors are responsible for fully acquainting themselves with the instructions, mandatory requirements, and standard terms and conditions set out in this RFP, as well as the conditions of the Project site(s), if applicable, and for informing themselves with respect to subcontracting availability, means of transportation, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Services. It the responsibility of each Offeror to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to provide the Services.

## **B. QUESTIONS**

It is the responsibility of each Offeror to examine the entire Request for Proposals package, seek clarification in writing, and review Proposal for accuracy before submitting. It is the responsibility of each Offeror before submitting a Proposal, to:

1. Examine the Request for Proposals Documents thoroughly; and



2. Take into account Harris County, federal, state, and local laws, regulations, ordinances, and requirements that may affect costs, progress, performance, furnishing of the Work, or award.

During the period between issuance of this RFP and the Proposals due date, no oral interpretation of the RFP's requirements will be provided to any prospective Offeror. Requests for interpretation (and other questions) must be made in writing by the questions deadline via email to [Matthew.McGarrity@pur.hctx.net](mailto:Matthew.McGarrity@pur.hctx.net). The deadline for submission of questions relating to this RFP is **JULY 21, 2023 no later than 2:00 PM CST.**

All questions submitted in writing prior to the deadline will be compiled and answered in writing via an Addendum. A copy of all questions and answers via Addendum will be published online and/or forwarded in an email to all firms. The County will not be bound by any information conveyed verbally.

The submission of a Proposal shall constitute an incontrovertible representation by Offeror that Offeror has complied with the RFP requirements and that without exception, the Proposal is premised upon Offeror's ability to meet the mandatory requirements detailed in the Request for Proposals Documents and that the provided documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Services.

### **C. ADDENDA**

Prior to the Proposal deadline, Harris County may wish to amend, add to, or delete from the contents of this Request for Proposals. Harris County may also issue clarifications resulting from questions submitted. In such situations, Harris County shall issue an Addendum to the RFP setting forth the nature of the modification. Once an Addendum is issued, it will be uploaded to Bonfire, and all Offerors who have downloaded the RFP will be notified via email that an Addendum is ready to be downloaded.

### **D. EXTENSIONS**

The County reserves the right to extend the Proposals due date and time prescribed above. However, unless the County issues a written Addendum to this RFP that extends the Proposals due date and time for all Offerors, the Proposals due date and time prescribed above shall remain in effect.

### **E. PROPOSAL DEADLINE**

Proposals must be mailed or hand-delivered, on or before **2:00 PM on MONDAY, AUGUST 7, 2023**, to the authorized agency contact person at the location listed below.

Authorized Agency Contact Person: **Matthew McGarrity**

**713-274-8704**

**Harris County Purchasing**

**1111 Fannin St, 12th Floor**

**Houston, TX 77002**

[Matthew.McGarrity@pur.hctx.net](mailto:Matthew.McGarrity@pur.hctx.net)

### **F. SCHEDULE SUMMARY**

The following is the estimated timetable and is provided to assist responding firms in planning:

RFP Release Date	<b>JULY 7, 2023</b>
Submission of Questions Deadline	<b>JULY 21, 2023</b>

<b>Proposals Submission Deadline</b>	<b>AUGUST 7, 2023</b>
Evaluations & Presentations* (if applicable)	<b>TBD</b>

\*Harris County may elect not to ask for Presentations from Offerors\*

This timetable may be modified based on number of Proposals received and extent of evaluation, presentation, and negotiation timeframes.

### **III. PROPOSAL INSTRUCTIONS**

#### **A. OFFEROR ACKNOWLEDGEMENTS**

1. By submitting a Proposal in response to this RFP, Offeror accepts the solicitation process as it has been outlined in this RFP.
2. All proposals are required to remain in effect for at least 120 days from the date of submission. This effective period should be taken into account when preparing the proposal.
3. Harris County will not be liable and shall not compensate any Offeror for any costs incurred by Offeror in preparing a response to this Request for Proposals (RFP). Offerors submit Proposals at their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this RFP and reserves the right to reject any and all Proposals. All Proposals and accompanying documentation will become the property of Harris County. By submitting a Proposal, Offeror acknowledges and accepts that reference checks and/or background investigation may be conducted as a part of the due-diligence process.
4. Offerors must sign Attachment A, *Proposal & Addenda Acknowledgement*, and include with their proposal submission. Offerors are responsible for consulting the requirements and standards referenced in this RFP. Failure of Offeror to examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.
5. In cases where Addenda are issued under this solicitation, Offeror must ensure all Addenda are reflected within the *Proposal & Addenda Acknowledgement* document, and Offeror must sign and submit the actual Addenda documents with their proposal. All Addenda shall become a part of the requirements for this RFP. In signing and submitting the *Proposal & Addenda Acknowledgement* with its proposal, Offeror acknowledges that it has examined all documents, attachments, forms, standards, addenda, and all instructions. The County may deem a proposal non-responsive for failure of Offeror to acknowledge any and all Addenda.
6. Award will be made to the responsible firm whose proposal is the most advantageous to the County, with price and other factors considered.
7. By submitting a Proposal, Offerors accept and acknowledge that determination of the best evaluated firm may require subjective judgments by the County.
8. **READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. OFFEROR IS RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS.**

#### **B. PROPOSAL SUBMISSION OPTIONS**

RFPs may be submitted in a hard copy, or electronically as detailed below.

### C. HARD COPY RFP SUBMISSION

1. Hard copy Proposals must be hand-delivered or mailed to:

HARRIS COUNTY PURCHASING AGENT

1111 Fannin Street, 12<sup>th</sup> Floor

HOUSTON, TEXAS 77002

Buyer: **Matthew McGarrity 713-274-8704** [Matthew.McGarrity@pur.hctx.net](mailto:Matthew.McGarrity@pur.hctx.net)

2. Proposals must be sealed and must show the RFP Number, Description and be marked “SEALED PROPOSAL”.
3. Proposal packages must include:
  - ONE (1) original Proposal package, **clearly marked “ORIGINAL”**
  - THREE (3) copies of the Proposal package, **clearly marked “COPY”**
    - Each copy must be **marked “SEALED PROPOSAL”** and submitted in separate three-ring, loose-leaf binders with the following clearly marked on the front binder cover:
      - Identification of Offeror;
      - The job or solicitation number as located on the RFP cover sheet; and
      - The RFP title.
  - All documents must be labeled with Offeror’s name and the RFP number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the RFP number will be at risk for rejection.
  - Proposal must indicate for which contract opportunities Offeror is submitting.
  - Proposal must be typed, single spaced, and formatted to print on 8 ½” by 11” paper.
  - Each section of Offeror’s response should start on a new page. A tabbed divider page marked with the section number should separate each section.
  - Offerors should prepare and submit a Table of Contents for the Proposal being submitted. The Table of Contents must list all sections and the contents of each section.

### D. ONLINE RFP SUBMISSION (PREFERRED METHOD)

1. Offerors choosing to submit Qualifications in digital format may electronically submit offers through Bonfire (<https://harriscountytexas.bonfirehub.com/portal/>), which is a third-party online provider website and facilitates the bid management process. Offers submitted via e-mail will be rejected. Offers must include:
  - ONE (1) complete Offer.
  - Offers must indicate for which contract opportunities the Offeror is submitting.
2. If Offeror elects to submit its offer electronically, it is the responsibility solely of Offeror to see that its offer is properly submitted in proper form and prior to the stated closing time. THE ELECTRONIC BID MANAGEMENT SYSTEM WILL NOT ACCEPT LATE SUBMISSIONS.

The County will only consider offers that have transmitted successfully and have been issued a confirmation number with a time stamp from Bonfire indicating that the offer was submitted successfully. Offerors shall be solely responsible for informing themselves with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Offeror to successfully submit an electronic offer shall be at the Offeror's sole risk, and no relief will be given for late and/or improperly submitted offers.

3. Offerors experiencing any technical difficulties with the offer submission process may contact Bonfire Support at <https://support.gobonfire.com/hc/en-us/categories/360000773733-Vendors>. Neither the County nor Bonfire make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the offer submission date and/or time.

#### **E. LATE PROPOSALS; PROPOSAL RETURNS**

Proposals are due to the Harris County Purchasing Department by the date and time specified on the cover sheet and as listed under Section II - Timetable. Harris County will not accept late Proposals. Late Proposals will be rejected. If a solicitation is cancelled, submitted Proposals will not be returned.

#### **F. SCANNED OR RE-TYPED RESPONSE**

If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in the event of any conflict between the terms and provisions of the County's published RFP package, or any portion thereof, and the terms and provisions of the response made by Offeror, the County's RFP package as published shall control. Furthermore, if an alteration of any kind to the County's published RFP package is only discovered after the Contract is executed and is or is not being performed, the Contract is subject to immediate cancellation.

#### **G. REQUIRED PROPOSAL DOCUMENTS & INFORMATION**

Offeror's Proposal package must include the components checked below, **in the order in which they are listed**. If the item is "X" checked, the item **must** be included in Offeror's Proposal in order for the Proposal to be considered complete. Offerors are asked to review the documentation to ensure all applicable parts are included. If any portion of this RFP or its attachments are missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the Request for Proposals before submitting an offer.

<input checked="" type="checkbox"/>	1.	<b>Proposal &amp; Addenda Acknowledgement</b> – Offeror must sign and submit the <i>Proposal &amp; Addenda Acknowledgement</i> form, included as Attachment A.
<input checked="" type="checkbox"/>	2.	<b>Pricing</b> – Offeror must provide pricing in the manner requested by Harris County in the RFP.
<input checked="" type="checkbox"/>	3.	<b>Experience &amp; Qualifications</b> – Offeror must provide their qualifications and experience as requested by the RFP.
<input checked="" type="checkbox"/>	4.	<b>Capacity &amp; Resources</b> – Offeror must demonstrate sufficient capacity and financial resources as requested by the RFP.

<input checked="" type="checkbox"/>	5.	<b>Organization &amp; Project Methodology</b> – Offeror must provide information about their organization and project methodology as requested by the RFP.
<input checked="" type="checkbox"/>	6.	<b>Certification Regarding Lobbying</b> – Offeror must sign and submit the <i>Certification Regarding Lobbying</i> form, included as Attachment C.
<input checked="" type="checkbox"/>	7.	<b>Certificate of Interested Parties (Form 1295)</b> – Pursuant to Texas Government Code § 2252.908, Offerors must complete and submit Form 1295, <i>Certificate of Interested Parties</i> , prior to the proposal deadline using the following website: <a href="https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</a> . <b>Offerors must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, and then print a copy of the form filed with the Commission and submit the signed copy with their Proposal.</b>
<input checked="" type="checkbox"/>	8.	<b>Statement of Offeror Qualifications</b> – Offeror must complete and submit the <i>Statement of Offeror Qualifications</i> form, included as Attachment D.
<input checked="" type="checkbox"/>	9.	<b>Offeror and Subcontractor Licensing / Certifications</b> – Offeror must submit any applicable licensing and/or certifications required for the completion of the scope of services under this RFP.
<input type="checkbox"/>	10.	<b>Form SF-330 – Architect-Engineer Qualifications</b> (if applicable) – Offeror must complete and submit <i>Form SF-330 – Architect-Engineer Qualifications</i> for any work requiring Architects or Engineers, which can be downloaded at <a href="https://www.gsa.gov/forms-library/architect-engineer-qualifications">https://www.gsa.gov/forms-library/architect-engineer-qualifications</a> .  If applicable, Offerors must submit a completed <i>Form SF-330 – Architect-Engineer Qualifications</i> for each of the subcontractors proposed to be used in the completion of the Contract.
<input checked="" type="checkbox"/>	11.	<b>Subcontractor Listing Form</b> – Offeror must complete and submit the <i>Subcontractor Listing Form</i> , included as Attachment E.
<input checked="" type="checkbox"/>	12.	<b>References</b> – Offeror must complete and submit the <i>References</i> form, included as Attachment F.
<input checked="" type="checkbox"/>	13.	<b>Certification of Compliance with Federal Standards &amp; Requirements</b> – Offeror must sign and submit the <i>Certification of Compliance with Federal Standards &amp; Requirements</i> form, included as Attachment K.
<input type="checkbox"/>	14.	<b>Section 3 Bid Requirements</b> – Offeror must complete and submit the <i>Section 3 Utilization Plan &amp; Statement of Compliance</i> (Attachment P), for any for any HUD-funded projects expected to exceed \$200,000.  Offerors intending to self-perform as Section 3 Businesses, or for any subcontractors of Offerors who qualify as Section 3 Businesses and wish to self-certify as Section 3, the Harris

		County Section 3 Business Concern Self-Certification Form must be included and submitted with the Proposal.
<input type="checkbox"/>	15.	Certification or documentation that Offeror, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction
<input checked="" type="checkbox"/>	16.	<b>Conflict of Interest Questionnaire</b> – Offerors who enter or seek to enter into a contract with Harris County must disclose Offeror’s or its employees’ affiliation, business relationship, employment, family relationship, or provision of gifts that might cause a conflict of interest with Harris County. By law, <i>the Conflict of Interest Questionnaire</i> (provided by the Texas Ethics Commission at <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a> ) must be filed with the records administrator of Harris County not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.
<input checked="" type="checkbox"/>	17.	<b>Statement of Conflicts</b> – A statement of conflicts (if any) the Offeror or key employees may have regarding these services.
<input checked="" type="checkbox"/>	18.	<b>System for Award Management results</b> – Offeror must include verification that your company as well as the company’s principal is not debarred through the System for Award Management ( <a href="http://www.SAM.gov">www.SAM.gov</a> ). Offeror must enclose a print out of the search results that includes the record date.
<input checked="" type="checkbox"/>	19.	<b>Sample Insurance Certificate</b> – Offeror must provide a sample Insurance Certificate which adheres to the <i>Minimum Insurance Requirements</i> shown under Attachment L (does not supersede the “Hold Harmless” provision).
<input checked="" type="checkbox"/>	20.	<b>Questionnaire</b> – Offeror must complete and submit the <i>Questionnaire</i> , included as Attachment CC
<input checked="" type="checkbox"/>	21.	<b>Budget Narrative</b> – Offeror must complete and submit a Budget Narrative that details all expenses.

## IV. FORMAT AND CONTENT OF THE PROPOSAL

### A. PROPOSAL REQUIREMENTS

Harris County shall evaluate each Offeror in terms of its:

- b. Professional qualifications necessary for satisfactory performance of required services;
- c. Specialized experience and technical competence in the type of work required, including, where appropriate, experience in energy conservation, pollution prevention, waste reduction, and the use of recovered materials;
- d. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.

Contractor providing the services must:

1. Be led by a principal or partner of an established professional firm or organization;
2. Have demonstrated ability to work successfully with government including:
  - a. No previous record of default on a government contract;
  - b. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;
  - c. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and
  - d. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.

## **B. CONTENT OF THE PROPOSAL**

The Proposal shall address the areas listed below in the order given. The responses provided will be the basis for evaluation of the Offeror. The Proposal must include firm experience and qualifications, capacity and resources, organization and project methodology, as well as any other information that the Offeror feels appropriate to include in its Proposal.

Mere reiterations or paraphrasing of provisions/requirements as detailed in the RFP are strongly discouraged, as they do not provide insight into Offeror's ability to meet the requirements and qualifications as detailed in this RFP.

### **1. FIRM EXPERIENCE & QUALIFICATIONS**

Offeror must describe the overall qualifications of its firm to complete the scope of services as described. Offeror must describe the specific relevant successful experience of the firm and, if applicable, that of each subcontractor. Include a thorough description of other relevant projects, which demonstrate the firm's past performance and ability to carry out the Scope of Services similar to the one described in this RFP. Offerors should provide a minimum of three (3) recent examples of similar projects completed on time and on budget. Offerors should demonstrate specialized experience or technical expertise in connection with the Scope of Services to be provided and in consideration of the complexity of the project. Specific experience or qualifications required under this RFP include:

Offeror must complete the *References* form, included as Attachment F, and provide the organization's name, contact information, and the services provided to that organization. Offeror must also complete the *Statement of Offeror Qualifications* form, included as Attachment D. Responses should be as thorough and definitive as possible. Indicate if there are certain conditions or circumstances that may change Offeror's response. If design work is involved, Offeror must provide evidence that the Architectural/Engineering firm (whether that be the Offeror or its subcontractor) is currently registered in the State of the project's location and carries Errors and Omissions insurance (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, not point-scored).

Offeror must provide its demonstrated experience completing projects of similar size and scope. Offeror should demonstrate its knowledge, experience, and ability to comply with local building codes, Texas and Harris County requirements, and all federal codes, policies and regulations applicable to this project. Offeror must demonstrate past performance in terms of cost control, quality of work, and compliance with performance schedules.

**Project Team:** Identify Offeror's proposed project team (including subcontractors), throughout the term of the contract, to perform the required services. Resumes of the proposed key personnel, detailing managerial and technical qualifications, shall be included. Resumes shall include academic qualification, professional experience, and professional license if applicable, with supporting documents. Project team and subcontractor information should include years of experience relevant to the scope of services, anticipated role on the project, and their credentials, licenses and accreditations. Particular attention and appropriate evaluation credit will be given to the track record of the proposed key personnel in successfully completing projects of comparable scope and complexity to that described in this RFP.

For any work which may involve or require Architects or Engineers, Offerors must submit *Form SF-330 – Architect-Engineer Qualifications* (found at <https://www.gsa.gov/forms-library/architect-engineer-qualifications>). If applicable, Offeror must submit a completed *Form SF-330 – Architect-Engineer Qualifications* for each of the subcontractors proposed to be used in the completion of the Contract (Harris County must approve the actual subcontractors prior to their use).

## **2. FIRM CAPACITY & RESOURCES**

Offeror must demonstrate its firm's capability in terms of quality of requested skills and projects, capabilities and current workload including other disaster-related projects and administration of public and federally compliant contracts. Specific capacity or resources required under this RFP include:

Indicate if Offeror can meet the requirements, or if the requirements can be met only under certain conditions or circumstances. If Offeror is not able to meet the requirements, briefly explain why, noting any concerns or issues Harris County should be aware of.

Offeror must demonstrate ability to provide personnel, managerial, and other resources as and when required to meet the project's objectives. Offeror must demonstrate its overall staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workloads of the firm. Offeror must provide a summary/matrix of the staff identified/designated to support Harris County, and must demonstrate clear understanding of an effective organizational approach to the management of multiple concurrent projects for the stated Scope of Services.

Offeror must establish that it has sufficient financial strength, resources, and capability to accomplish and finance the work in a satisfactory manner. To demonstrate sufficient fiscal capacity, after Proposals are opened but prior to award, Offeror may be required to submit, upon request, the following:

- List Offeror's total annual billings for each of the past five (5) calendar years.
- Financial references.
- Financial statements that include a balance sheet, audited annual statement, and income statement.

Failure to submit additional requested documentation, within the requested time period, may deem your firm non-responsive.

## **3. FIRM ORGANIZATION & PROJECT METHODOLOGY**

Offeror should provide a detailed project execution plan, or methodology, that discusses principles, practices, and procedures to be used by Offeror in implementing associated work for this project. The information should include, but not be limited to, a discussion of services, project mobilization, use of



subcontractors (if applicable), a project organization chart, project manager identification, quality assurance program, safety record, and reporting capabilities.

- Project mobilization means the time required to have a team in place once the Purchase Order has been issued, and identification of which skills would be performed by Offeror and by any required subcontractors;
- Information regarding the method that is used to qualify a subcontractor as satisfactory.
- A project organization chart detailing the team to be assigned to Harris County. The organizational chart shall show the chain of command, and the role and responsibility of each member. (The successful Offeror shall keep Harris County up to date with a revised organization chart each time there is a significant change).
- Description of the firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Proposals (RFP).
- Reporting capabilities of the firm, including monthly management reports, comprehensive invoicing, notification, and electronic capabilities. Include any standard reporting forms provided to the customer, and additional programs or services available to customers.

#### 4. **PRICING**

Prices for all goods and/or services shall be firm for the duration of the Contract and shall be provided as requested or in the *Pricing Form*, if applicable, included as Attachment B. No price or rate changes, additions, or subsequent qualifications will be honored during the course of the contract. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the successful Offeror and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

## V. **EVALUATION & AWARD PROCEDURES**

### A. **NONCONFORMING PROPOSALS**

Proposals that are incomplete, contain material irregularities or include alterations to terms and conditions that do not conform to the terms and conditions of the RFP, or otherwise do not comply with the requirements of the RFP may be deemed as non-responsive. In accordance with the regulations of 2 CFR 200 and the laws of the State of Texas, Harris County reserves the right to waive any informality or irregularity, to make awards to more than one Offeror, by total, by group, by item and/or to reject any or all Proposals if there is a sound documented reason.

### B. **EVALUATION PROCESS**

All Proposals will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing staff (hereafter "Evaluation Committee") and graded according to the selection criteria set out below. Harris County will select the responsible Offeror that, in the opinion of Harris County, has been determined to have submitted the best evaluated offer resulting from negotiations and taking into consideration all aspects of evaluation criteria and has been determined to be the most advantageous to the County.

In conducting evaluations, Harris County shall consider the weighted value for each selection criteria (see "Evaluation Criteria" below for details regarding weighting of each aspect of the criteria), and the

Evaluation Committee’s rankings. Offeror that offers the lowest cost may or may not be Offeror that submits the best evaluated proposal, depending on the evaluation criteria.

Proposals that do not conform to the instructions or which do not address all the requested services as specified may be considered non-responsive. However, Harris County reserves the right to accept such a proposal if it is determined to be in the best interest of Harris County.

While Harris County appreciates a brief, straightforward and concise reply, Offeror must fully understand the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against Offeror. The proposal response may be incorporated into any contract which results from this RFP, and Offerors are cautioned not to make claims or statements they are not prepared to commit to contractually. Failure of Offeror to meet such claims will result in a requirement that Offeror provide resources necessary to meet submitted claims.

Harris County may conduct negotiations with Offeror representatives authorized to negotiate on Offeror’s behalf with the County in connection with this solicitation. If Offeror is unable to agree to contract terms and conditions, Harris County reserves the right to terminate contract negotiations with that Offeror and initiate negotiations with another Offeror.

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment, in accordance with the evaluation criteria. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals.

**C. BASIS OF AWARD**

Pursuant to 2 CFR 200.320(d)(4), Harris County shall award the Contract to the responsible Offeror whose Proposal is the most advantageous to the County, and whose Proposal is determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of evaluation criteria, with price and other factors considered.

Contract award shall be subject to the timely completion of contract negotiations between the County and the selected Offeror(s). In accordance with the regulations of 2 CFR 200 and the laws of the State of Texas, Harris County reserves the right to waive any formality or irregularity, to make awards to more than one Offeror, by total, by group, by item and/or to reject any or all proposals.

No award can be made until approved by the Harris County Commissioners Court. This RFP does not obligate Harris County to the eventual purchase of any product/service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of a contract.

**D. EVALUATION CRITERIA**

Evaluation shall be based on all factors in accordance with the evaluation criteria. Submission of a Proposal serves as Offeror’s acceptance of the evaluation criteria and Offeror’s recognition that subjective judgments must be made by the Evaluation Committee:

- 1. **Firm Experience & Qualifications** .....35%

**Firm provides qualifications, competence, and experience of staff to be assigned to project. Firm demonstrates:**

- a. **Understanding of scope of the Project.**

- b. Ability to meet the qualifications and compliance requirements listed herein, including that firm is able to begin consultation in 30 days or less from the award date.**
- c. Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm’s ability to carry out the scope of services similar to the one described in this RFP.**
- d. Successful past performance in terms of cost control, conformance to contract requirements, quality of work, and compliance with performance schedules.**
- e. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.**

**2. Firm Capacity & Resources .....25%**

**Firm demonstrates:**

- a. Capability to deliver project goals within the timeline and adherence to ARPA expenditure deadlines established by Treasury.**
- b. Sufficient staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the firm.**
- c. Ability to perform requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.**
- d. Sufficient financial capacity and acceptable business practices.**
- e. Ability to work with historically marginalized populations, ethnic minority populations, and people who live in disinvested communities or have experienced poverty or economic inequities.**
- f. Ability to conduct community outreach and plan for engaging with target populations.**

**3. Organization & Project Methodology .....20%**

**Firm sufficiently describes:**

- a. How the services will be provided and how they will be supported.**
- b. Firm’s organization, project manager identification, quality assurance program, safety record, and reporting capabilities as applicable.**
- c. The approach that the firm will take to achieve the required collaboration, scheduling, and coordination required for this project.**
- d. Ability or experience collaborating with multiple stakeholders, including but not limited to a steering/advisory committee, Harris County Commissioners, Harris County Departments, community-based organizations, and the contracted Program Administrator.**
- e. Firm’s philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Proposals (RFP).**

**4. Pricing .....20%**

## **E. DISCUSSIONS & NEGOTIATIONS**

Following evaluation of Offerors as described above, Harris County may commence negotiations of contracts with the best evaluated Offeror or Offeror found to be most advantageous to the County with price and other factors considered. All proposals are subject to negotiations by the Purchasing Department and other appropriate departments, with recommendation to the appropriate governing body. Pricing is not the only criteria for making a recommendation.

Proposals may be subjected to the negotiating process. Upon completion of the negotiations, it is intended that Harris County will make an award. All Proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

If a mutually satisfactory contract cannot be negotiated with the highest ranked Offeror at fair and reasonable rates, Harris County shall formally terminate negotiations. Harris County may then initiate negotiations with and obtain prices from the next firm on the final selection list. This procedure shall be continued until mutually satisfactory contracts have been negotiated at fair and reasonable rates.

## **F. CONTRACT OBLIGATION**

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or Offeror. Department heads are NOT authorized to sign agreements for Harris County. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of a contract. Binding agreements shall remain in effect until all products and/or services covered by this procurement have been satisfactorily delivered and accepted.

# **VI. GENERAL PROVISIONS**

## **A. AUTHORIZATION TO DO BUSINESS IN TEXAS**

Offeror must obtain Texas Sales & Use Tax permit from the Texas State Comptroller Office if they are engaged in business in Texas and they are selling tangible personal property, leasing personal property, or selling a taxable service in Texas.

Offeror is required to have and maintain any licenses, certifications, and registrations required by the State of Texas, Harris County, or recognized professional organization governing the services performed under this contract (such as licensing requirements i.e. Licensed Electrician). The Texas Department of Licensing and Regulation is the primary state agency responsible for the oversight of businesses, industries, general trades, and occupations that are regulated by the state.

For businesses to legally operate in Harris County, Offeror must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts in good standing, delinquent taxes, court judgments, tickets, tolls, fees, or fines.

A Sole Proprietorship, General Partnership, and all business entities (SP, LLC, INC, etc.) doing business under a name other than the name of the owner requires a DBA (Doing Business As) Certificate, which must be filed within the county of which they are doing business. If an Offeror's business isn't located in Harris County, Offeror must submit the licenses, certifications, and other documentation required by the locality in which its, or its subcontractors', business is based.

## B. PERFORMANCE & PAYMENT BONDS

2 CFR 200.325 mandates the minimum federal bonding requirements. However, Texas Government Code is more stringent, and provides for the requirements set forth below. Since the Texas Government Code requirements are more stringent than 2 CFR 200.325, compliance with the following requirements shall satisfy the federal bonding requirements.

1. **Performance Bonds:** Successful Offeror may be required to furnish a performance bond within ten (10) days after award of the Contract and receipt of performance and/or payment bond application form.
  - a. If a contract is for a public works project and is expected to exceed \$100,000, Offeror may be required to furnish a performance bond to Harris County for the full amount of the contract (TGC 2253.021(1)) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed *Performance Bond* Form for public works contracts over \$100,000 is found under Attachment H, and is the only form Harris County will accept.
  - b. If a contract is not a public works project and is expected to exceed \$50,000, Offeror may be required to furnish a performance bond to Harris County for the full amount of the contract (LGC 262.032) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed *Performance Bond* Form for non-public works contracts over \$50,000 is found under Attachment I, and is the only form Harris County will accept.
  - c. The Performance Bond, if required, must be submitted within ten (10) days after award and prior to commencement of the actual work. The performance bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas. The performance bond is:
    - i. Solely for the protection of Harris County;
    - ii. In the full amount of the contract; and
    - iii. Conditioned on the faithful performance of the work in accordance with the plans, requirements, and contract documents.
2. **Payment Bonds:** A payment bond is required on all public works jobs that exceed \$25,000 (TGC 2253.021), or as required by Harris County. Harris County may require Payment Bonds for other contracts depending on the scope and use of subcontractors. Harris County may require Offeror to furnish a payment bond within ten (10) days after award of the contract and receipt of payment bond application form. The prescribed *Payment Bond* form for public works contracts over \$25,000 is found under Attachment J and is the only form Harris County will accept.

If the successful Offeror submits a bank cashier's check as guaranty, Harris County may elect to hold the check until all provisions of the Contract have been completed, and/or require Offeror to submit a performance and/or payment bond. The performance and/or payment bond shall be in the amount equal to the amount of money to be paid by the County under the Contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

If any required performance and/or payment bond forms and related documents are not returned to the Harris County Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, within ten (10) days, Harris County has the right to render the award ineffective. Written verification of the

validity of the bond shall be received by the Office of the Purchasing Agent from the contractor's surety before any payments will be made.

A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code). A bond executed for a public work contract with Harris County must be payable to and its form must be approved by Harris County.

A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

1. The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
2. The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

### **C. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

The following regulations shall apply to this contract opportunity. Offerors should refer to Attachment N, *Required Contract Provisions*, for more detailed information on the requirements and regulations applicable to this contract opportunity:

1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. 24 CFR Part 570 – Community Development Block Grants
3. Texas Local Government Code Section 262 – Purchasing and Contracting Authority of Counties in Texas
4. Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments
5. Texas Government Code Section 2156 – Purchasing Methods
6. Texas Government Code Section 2269 – Contracting and Delivery Procedures for Construction Projects
7. Harris County Purchasing Rules and Procedures Manual (2013)
8. 24 CFR Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, which implements Section 3 of the Housing and Urban Development Act of 1968.
9. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products

Offeror shall follow all Federal, State, and local laws, rules, codes, ordinances, and regulations applicable to Offeror's services.

Harris County operates its business ethically and in compliance with the law. We ask that any Offeror or Offeror's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Chief Assistant County Auditor – Audit Division

713-274-5673

All suspected criminal conduct will be investigated and reported to the District Attorney's Office or an appropriate law enforcement agency. Offerors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any Offeror or Contractor for reporting suspected ethical violations or fraud is strictly prohibited.

In accordance with Texas Government Code 2270.002, Offeror must warrant that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

#### **D. CONTRACTOR PROFILE**

The *Contractor Profile* form (Attachment G) must be completed and submitted by the Successful Offeror, and any of its subcontractors, within fifteen (15) working days of Notice of Award.

#### **E. DISQUALIFICATION OF OFFEROR**

By submission of a Proposal, Offeror certifies that it has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the submission made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among Offerors.

#### **F. E-MAIL ADDRESSES CONSENT**

By submission of a Proposal, Offeror affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Appraisal District, or any department or agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code Section 552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Offeror, its employees, officers, and agents acting on Offeror's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Request for Proposals or otherwise.

#### **G. GOVERNING LAW**

This RFP is governed by the competitive proposal requirements of 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", the County Purchasing Act, and Texas Government Code Section 2269 et seq., Subchapter D, as amended. Where there is a difference in regulation, Harris County shall follow the more stringent regulation and shall require that Offeror comply with all applicable federal, state and local laws and regulations. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

#### **H. FUNDING**

Harris County anticipates that all or partial funding for the project subject to this RFP will consist of federal grant funding. The federal agencies providing this funding may include, but shall not be limited to, the U.S. Department of Housing and Urban Development (HUD), the Federal Emergency Management Agency's

(FEMA) Public Assistance program, or H.O.M.E. As such, in submitting a Proposal, Offeror acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200. Any Contract awarded pursuant to this RFP shall include all required contract clauses for services and work associated with this project, and the selected Offeror shall include the applicable clauses in its subcontracts (see 2 CFR 200, Appendix II, and Attachment N, *Required Contract Provisions*).

Offeror must also complete and return Attachment K, *Certification of Compliance with Federal Standards & Requirements*, certifying its compliance with and understanding of its responsibility to ensure compliance with federal regulations. Failure to include the signed *Certification of Compliance with Federal Standards & Requirements* document with the Proposal submission may deem the Proposal as non-responsive. Failure to maintain compliance throughout the duration of the project or contract may be cause to terminate the contract.

Additionally, any contract entered into by the County that is to be paid in whole or in part from grant funds will be subject to termination for convenience by the County should grant funding become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract. Such termination will be without liability to the County, other than for payment of services rendered prior to the date of termination.

#### **I. SECTION 3 ACT OF 1968 COMPLIANCE**

**DISCLAIMER: THIS SOLICITATION DOES NOT INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES NOT APPLY.**

24 CFR Part 75 requires that for any HUD-funded contract with a value in excess of \$200,000, contractors and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent, feasible and consistent with existing Federal, State, and local laws and regulations are directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

Contractors must complete and submit the *Section 3 Bid Requirements* (Attachment P) before contract award and execution. The *Section 3 Bid Requirements* should detail the Contractor's goals to subcontract with Section 3 Business Concerns. Contractors should indicate all firms proposed as subcontractors on this project and whether any of the firms are Section 3 Business Concerns. Section 3 Business Concerns can be found on the HUD Section 3 website at <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>.

Businesses that fit the definition of a Section 3 Business Concern and would like to self-perform to comply with Section 3 requirements must submit Section 3 Self-Certification documentation. At Harris County's discretion, the Subrecipient shall accept the *Harris County Section 3 Business Concern Self-Certification* (Attachment P). Contractors and subcontractors must include the *Section 3 Clause* (Attachment O) in every subcontract subject to compliance with regulations in 24 CFR 75.

Upon award, Contractors will also be required to provide all pertinent information related to Section 3 Workers and Section 3 Business Concerns, including but not limited to the self-certification forms, copies of lease agreements, copies of documents evidencing participation in public assistance programs, copies of records as proof of income, and other pertinent documents. Harris County shall monitor and evaluate



contractor's and contractor's subcontractors, Section 3 compliance towards achieving the numerical goals relative to Section 3 employment, training, and contracting on a minimum monthly basis throughout the contract period. Contractors and subcontractors shall be responsible for providing monthly reports in the format requested by Harris County.

**J. HUB / MWBE UTILIZATION COMMITMENT**

2 CFR 200.321 requires that Contractors take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractors are required to facilitate Historically Underutilized Business (HUB) and/or Minority & Women-Owned Business Enterprise (MWBE) participation. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Contractors must indicate which of their subcontractors will be HUB / MWBE using the *Subcontractor Listing Form*. Contractors must indicate the type of work to be performed by each firm and whether each firm is a HUB / MWBE or non-HUB / MWBE firm. Contractors must include certification or documentation when the Bidder itself, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction. Harris County shall monitor and evaluate Contractors HUB / MWBE compliance throughout the contract period. Upon award, Contractor shall be responsible for providing reports in the format requested by Harris County.

**K. HISTORICALLY UNDERUTILIZED BUSINESSES**

The State of Texas identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE).

**L. NO UNAUTHORIZED CONTACTS**

Offeror shall not contact any Harris County personnel or County Board members during this RFP process without the express permission from the Harris County Purchasing Office. Harris County Purchasing may disqualify any Offeror who has made site visits, contacted Harris County personnel or Board Members, or distributed any literature without authorization from Harris County Purchasing.

All correspondence relating to this RFP, from advertisement to award shall be sent to Harris County Purchasing.

**M. PUBLIC INFORMATION**

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act after the solicitation is completed and contract(s) executed with selected firm(s). Once

opened, Proposals are public records. There are no exceptions. When submitting a Proposal, Offeror must be sure to identify trade secrets or confidential information contained in the Proposal or redact confidential information if the information is needed to address requirements of the RFP. To the extent permitted by law, Offerors may request, in writing, non-disclosure of confidential data. Such information shall accompany the Proposal, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by Offeror, Harris County must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

The County will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY". The County will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the County be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their Proposal as exempt from disclosure without justification may, at the County's discretion, be deemed non-responsive.

The County will not advise as to the nature or content of documents entitled to protection from disclosure under the Texas Public Information Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."

If the County receives a Public Information Act request, prior to withholding any information, Offeror shall be required to execute an express agreement, in a form provided by the County, to indemnify, defend and hold harmless the County in any action to compel disclosure of any withheld material. If the Offeror refuses to sign such an agreement, the County shall have the right to disclose the entirety of the Proposal package, regardless of any marking or labeling of material as trade secret, confidential or proprietary. By submitting a Proposal, Offeror expressly waives any claims against the County for such disclosure in the absence of an express written indemnification agreement. Offeror shall provide to the County a specific legal basis for each portion of a Proposal sought to be withheld from disclosure.

#### **N. RESPONSIBILITY REVIEW**

Harris County shall conduct research to determine that an Offeror is responsible. Some methods to determine responsibility include:

- **Compliance with Delivery and Performance Schedules:** The County may request information on other active contracts Offeror is performing and verify the status with those buyers;
- **Performance Record:** The County may require Offeror to submit contact information for recent contracts they have performed for other customers and contact them to ascertain Offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable.
- **Integrity and Business Ethics:** The County may check local offices of Code Compliance and Business Licenses or other regulatory agencies for business ethics record and compliance with public policy. The County may verify Offeror's, and Offeror's subcontractors, compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., DOL Wage and Hour Division;
- **Necessary Organization, Experience, Operational Controls, and Technical Skills:** The County may verify experience with other customers, request copies of audits, or verify that necessary personnel will be available to work on the County's contract; and

- Necessary Production and Technical Equipment and Facilities: The County may request evidence that Offeror has all the equipment and facilities he/she will need or the capability to obtain them.

Offeror is responsible for determining the responsibility of their prospective subcontractors. Offeror shall submit the *Subcontractor Listing Form* (Attachment E) with its Proposal and provide information on any prospective subcontractors to be used. Determinations of prospective subcontractor responsibility may affect the County's determination of Offeror's responsibility. Offeror may be required to provide written evidence of a proposed subcontractor's responsibility.

The County may directly determine a prospective subcontractor's responsibility. In this case, the same standards used to determine Offeror responsibility shall be used by the County to determine subcontractor responsibility.

#### **O. SUPPLEMENTAL MATERIALS**

Offeror is responsible for including all pertinent product data in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the Qualifications package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which Offeror wishes to include as a condition of their Proposal, must also be in the returned Proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

#### **P. REGULATORY REQUIREMENTS & PERMITS**

Successful Offeror shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes. Successful Offeror shall identify, prepare and/or obtain all licenses, documentation, coordination, testing, inspections, plans, reports, forms, and permits required to provide the services identified under this RFP, and as required by Local, State, and Federal Agencies, Departments, Boards, and Commissions at his/her own expense. Successful Offeror shall be responsible for supplying necessary reports and studies (if applicable) to the agencies as required and provide responses to their comments, as necessary.

#### **Q. BUILD AMERICA, BUY AMERICA ACT (BABAA)**

**DISCLAIMER: THIS SOLICITATION DOES NOT REQUIRE BABAA CERTIFICATION AND THEREFORE BABAA DOES NOT APPLY.**

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity).

## **VII. SCOPE OF SERVICES & REQUIREMENTS**

Offeror shall perform the Scope of Services to the extent necessary (a) for the proper execution and completion of the Services under the Contract; (b) to supervise and direct the Services in a safe manner and perform all Services in accordance with the Contract, Applicable Law, Applicable Permits and Industry Standards; and (c) in conformance with the Contract Documents and the Requirements and such that the Services are in compliance with the Contract, Industry Standards, Applicable Codes, Applicable Laws and Applicable Permits.

Offeror is responsible for identifying, coordinating, and conforming scope, requirements, and recommendations of assigned project(s) to meet legal and regulatory parameters/constraints, codes and applicable requirements set forth by agencies, including, but not limited to the State of Texas, the Texas General Land Office (GLO) Harris County, U.S. Environmental Protection Agency (EPA), the Federal Emergency Management Agency (FEMA), the Texas Commission on Environmental Quality (TCEQ), and any other local codes or agencies as they may apply.

Offeror shall demonstrate the ability to provide all the services defined in this RFP. Successful Offeror awarded a Contract shall be responsible for identifying, preparing, and obtaining all documentation, coordination, testing, inspections, plans, reports, forms, permits and any other necessary documentation pertaining to any assigned work required by Local, State, and Federal Agencies, Departments, Boards, and Commissions. Offeror awarded a Contract shall be responsible for supplying necessary reports, studies, and/or documentation (if applicable) to the agencies as required and provide responses to their comments, as necessary.

### **A. BACKGROUND & OBJECTIVES**

#### **Introduction**

As poverty and inequality continue to grow in Harris County, the Uplift Guaranteed Income Pilot will provide monthly income for low-income families to meet their basic needs. The COVID-19 Pandemic and economic fallout highlighted the financial challenges for low-income families throughout Harris County, many of whom are just a paycheck away from losing their home or vehicle or being able to cover a financial emergency. For many households, a small monthly infusion of unconditional cash can make the difference between stability and deep poverty.

Uplift Harris County, Harris County's Guaranteed Income Pilot, will begin as an eighteen (18)-month pilot, with each participating household receiving \$500 per month. It will include funding for two (2) cohorts. The first cohort will be selected through a randomization process from within the top ten (10) high-poverty zip codes where residents have been adversely impacted by the COVID-19 pandemic and corresponding economic crises. The second cohort includes priority populations under Accessing Coordinated Care and Empowering Self Sufficiency (ACCESS), a coordinated and client-centered safety net service delivery model administered by HCPH. Funds would be available for ACCESS participants to maximize the impact of targeted services offered to participants by Harris County agencies. The pilot is expected to launch in the third quarter of 2023 and to serve 1,400-1,600 households.

In June of 2023, Harris County allocated \$20.5 million towards the implementation and execution of the Uplift Harris Guaranteed Income Pilot.

## Background

Harris County is in southeast Texas, and with a population of 4.7 million, it is the most populous county in Texas and the third most populous county in the nation. In 2021, about 1.5 million people (thirty-two (32) percent of the population) were living with incomes that qualify for federal benefits (e.g., Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Title V, Children’s Health Insurance Program (CHIP), Children with Special Health Care Needs Program (CSHCN)) at 185% of the Federal Poverty Level (FPL).<sup>1</sup> About half of those people, 15.6% of the population in Harris County, had incomes that were at or below 100% FPL, the official poverty measure.<sup>2</sup> These are working households struggling to afford basic living costs. The annual cost of living in Texas per person (\$45,114) was more than three (3) times as high as the federal poverty line (\$12,880) in 2021.<sup>3 4</sup>

Low-income Harris County residents struggle to meet basic needs, especially housing costs. Due to a limited supply of affordable housing, over 400,000 renters in Harris County paid more than thirty (30) percent of household income towards rent and housing costs—meaning they were left with less money to cover other basic needs like food, healthcare, and transportation.<sup>5</sup> The cost of living in the greater Houston area has increased fifteen (15) percent over the last decade,<sup>6</sup> while the minimum wage in Texas has remained \$7.25 since 2009. An hourly wage necessary to afford a two (2)-bedroom at the fair market rate of \$1,176 would be \$22.62 an hour.<sup>7</sup> The increased cost of living most impacts lowest-income residents, and Houston’s inflation rate is the highest it has been in over forty (40) years.<sup>8</sup>

The COVID-19 Pandemic and economic fallout highlighted the financial challenges for low- income families, many of whom are just a paycheck away from losing their home or vehicle or being able to cover a financial emergency. More than 200,000 Harris County workers in the region (8.6% of the workforce) are considered “working poor,” with at least one (1) job but an income level below the federal poverty line. With low-wage industries continuing to grow, there is a significant risk that the working poor population will increase, particularly among Hispanic and Black workers, contributing to income inequality in the region.<sup>9</sup>

<sup>1</sup> U.S. Census Bureau; American Community Survey, 2017-2021 American Community Survey 5-Year Estimates, Table S1701; generated by William Landon (9 May 2023)

<sup>2</sup> U.S. Census Bureau; American Community Survey, 2017-2021 American Community Survey 5-Year Estimates, Table S1701; generated by William Landon (9 May 2023)

<sup>3</sup> Bureau of Economic Analysis, Personal Consumption Expenditures by State, 2021. [Link](#).

<sup>4</sup> Office of the Assistant Secretary for Planning and Evaluation (ASPE). [Link](#).

<sup>5</sup> U.S. Census Bureau; American Community Survey, 2017-2021 American Community Survey 5-Year Estimates, Table DP04; generated by William Landon (9 May 2023)

<sup>6</sup> Texans’ Views on the COVID-19 Pandemic in Harris County. 2020. [Link](#)

<sup>7</sup> This is more than three times the minimum wage. Annual income needed is \$47,040.

<sup>8</sup> Data retrieved in April 2022. Consumer Price Index.

<sup>9</sup> Understand Houston. Economic Opportunity. Poverty and Social Mobility. *The Working Poor*. [Link](#).

## Goals

- Help participants recover from the economic impacts of COVID-19, achieve financial stability and resilience, and improve economic equity in the region
- Improve participants’ mental and physical health as well as their educational and employment opportunities
- Understand how guaranteed income impacts community members beyond immediate participants
- Build the long-term systems and infrastructure necessary to run a permanent Guaranteed Income Program.

## Pilot Description

Harris County will fund a Guaranteed Income Pilot to ensure residents have an income floor and address economic inequality and insecurity for low-income households most affected by the pandemic. The Uplift Harris Guaranteed Income Pilot will last eighteen (18) months, during which Harris County plans to distribute a total of \$17.35 million in cash payments to eligible households, with each participating household receiving \$500 per month.

The Guaranteed Income Pilot includes funding for two (2) cohorts:

- **Geographic Prioritization** (*Low-Income Residents in Select High-Poverty Zip Codes*<sup>10</sup>): This cohort focuses on extremely low-income households (at or below 200% of the federal poverty level) living in areas with high levels of poverty. Uplift Harris will target the top ten (10) zip codes with the highest poverty rates, regardless of precinct to reach the areas with the highest need. The top ten (10) zip codes with the highest levels of poverty are captured in *Attachment BB: Table 1*.
  - **Funding Amount:** Seventy (70) percent of total available funds (\$12,145,000)
- **ACCESS Harris:** This cohort includes priority populations identified under Accessing Coordinated Care and Empowering Self Sufficiency (ACCESS), a coordinated and client-centered safety net service delivery model administered by HCPH<sup>11</sup>. Funds would be available for ACCESS participants to maximize the impact of targeted services offered to participants by Harris County agencies.
  - **Funding Amount:** Thirty (30) of total available funds (\$5,205,000)

<sup>10</sup> Table 1 in Attachment BB uses 2017-2021 American Community Survey (ACS) five (5)-year data (census.org) released on Dec. 8, 2022

<sup>11</sup> ACCESS is a safety net service delivery model operated by Harris County Public Health that aims to improve the health, well-being, sustained recovery, and self-sufficiency of the County's most vulnerable residents, especially those who already interact with or could benefit from public and non-profit agencies that support housing, health, and economic needs. By coordinating cross-department services, ACCESS Harris reduces duplication of services, maximizes opportunities to provide needed services, addresses inequities, and reduces healthcare and system costs. In the ACCESS Harris model, care coordination is tailored to meet the needs of the identified cohorts.

## Eligibility Criteria

An applicant's household income must be below 200% of the federal poverty line and may be eligible based on geography (i.e., zip codes identified in *Attachment BB: Table 1*) or a participant from an active ACCESS cohort.

## Evaluation Partner

This pilot will also include a research and evaluation partner, such as a local university or research institution, to assist with the randomized selection of eligible households and to assess the impact of the program by employing control or comparison groups. Randomizing the selection process within targeted zip codes follows the model of other successful Guaranteed Income programs implemented across the country. This selection process creates an opportunity to evaluate if unconditional transfers for targeted populations within Harris County can reduce income volatility and improve employment and health outcomes for low-income residents. The research and evaluation partner is considered out of scope for this project and will be selected by Harris County separately

### **Target Populations and Outreach Strategies**

Harris County recognizes that people of color, marginalized groups, and residents from historically underinvested communities face greater barriers to engaging with, enrolling in, and benefiting from government services and programs. Harris County seeks a Program Administrator who has significant previous experience working with diverse and vulnerable populations that may face barriers to participation.

The Program Administrator shall demonstrate a strong commitment to equity with experience in designing inclusive and targeted outreach plans and strategies. Outreach and application assistance efforts shall focus on reaching priority populations and communities, including but not limited to:

- low-income residents,
- communities of color,
- historically divested geographies within selected zip codes,
- undocumented residents and non-native English speakers
- households with limited internet accessibility,
- uninsured residents, formerly incarcerated individuals,
- and residents not currently receiving other social safety net benefits.

In its efforts to respond to the economic disparities exacerbated by the COVID-19 pandemic, Harris County aims to receive high rates of applicants from these priority communities. **While these populations are a focus of outreach efforts, they are not criteria for participant eligibility.**

A successful applicant shall detail significant prior experience working on the ground in these communities and with diverse populations to reduce barriers to access. In addition, a successful applicant shall incorporate strategies for reducing anticipated barriers to participation in specific Harris County geographies into their application. Harris County is particularly seeking organizations that can design and implement outreach and engagement strategies that produce high levels of program uptake and low rates of program attrition, place significant focus on reaching and engaging populations in most need of support, and deliver a positive, empowering experience for all program applicants and participants.

### **B. SCOPE OF SERVICES**

The project(s) shall consist of successful Offeror furnishing all qualified personnel, supervision, services, materials, equipment, facilities, travel, overhead and incidentals necessary Uplift Harris Administrator for HCPH Services. The services to be performed by the Offeror may include, but are not limited to, the following:

#### **Project Design and Refinement**

Work with HCPH and Evaluation Partner to create a comprehensive Guaranteed Income Pilot plan that details program services, roles and responsibilities for contracted positions or entities, program stages, detailed pilot budget, an evaluation plan (provided by the Evaluation Partner), project team or steering committee structure, and a timeline for the pilot's execution that shall serve as a roadmap and reference for the Pilot Program.

- Work with the County and the Evaluation Partner to finalize the sampling approach from the Geographic Prioritization cohort regarding the number of participants selected from each zip code. Specifically, aim to sample in proportion to the population size of each zip code.
- Work with the County to ensure eligibility criteria shall accurately target populations of greatest need.

- Work with the County to develop an application and enrollment process. Applications shall be sensitive to the time necessary for completion and follow federal plain language requirements.
- Set up an online, user-friendly application and user platform designed for completion via computer, tablet, or smartphone.
- Lead a collaborative effort with HCPH, other relevant County departments, Precinct Offices, and other stakeholders to finalize program design, outreach, disbursement of monthly payments, and other program aspects.
- Create and finalize pilot budget with an approximate number of participants served, communication and engagement costs, and other costs associated with the other listed project components.
- Design and maintain an overall website and/or portal to promote the Pilot and serve as an informational hub.
  - The website shall be accessible to target populations and the general public
  - There shall be a plan with content available in English, Spanish, and Vietnamese
  - The website shall also maintain the application with instructions on the selection process
  - Either on the website or separately, publish Key Performance Indicators (KPIs)
- Socialize final program design and final budget with Committee Working Group or project team for feedback and input before finalization.

### **Project Team or Committee Working Group Structure**

The goal of the Project Team or Committee Working Group team is to share and receive regular programmatic updates, troubleshoot any implementation challenges, coordinate outreach efforts, and to solicit input on program design decisions. The Program Administrator shall be responsible for convening the Project Team or Committee working group on a bi-weekly basis. HCPH will develop the final roster for Committee Work Group. The project team will consist of the HCPH, a member of each participating Precinct Offices and the County Judge's Office, the research and evaluation partner, and any other implementation partners. Other members may be added at the discretion of the HCPH and Court offices.

### **Outreach**

Build an outreach and engagement plan in coordination with Harris County and conduct multilingual digital and in-person outreach to ensure eligible residents are aware of and understand how to apply to the Harris County Guaranteed Income Pilot. Activities include but are not limited to: presenting and providing informational documents to non-profit organizations, religious institutions, and local public anchor institutions such as libraries, schools, day care centers, and food pantries.

- Conduct widespread, accessible, multilingual, and culturally competent digital and in-person outreach, informing target communities and hard-to-reach populations about the Harris County Guaranteed Income program, eligibility requirements and application details – with the goal of receiving high rates of applicants from low-income and other target populations.
- Identify a local partner organization(s) who can help with recruitment, enrollment and communication with program participants.
- Use multiple tools (phones, email, text) to support a responsive communication strategy for participants through the process.

### **Pre-Application Period**

The Program Administrator shall set up and host an application portal and shall increase staff resources as necessary to meet the anticipated demand. Prior to launching the application, the Program Administrator



shall work with the County and the Evaluation Partner to ensure the application captures all necessary metrics.

The Program Administrator shall train staff and partners as necessary on the application process so they can confidently and competently provide technical assistance to applicants once the application period opens.

### **Application Period**

Manage the application portal, address any backend technological issues that may arise, offer application assistance by phone and/or online chat, and clearly communicate with applicants about the status of their application, timeline, and whether more information or documentation is needed to complete their application. The Program Administrator shall be in regular communication and coordination with the County and external partners as necessary regarding any issues that they cannot troubleshoot on their own. The Program Administrator shall also work with the County and Evaluation Partner to reduce barriers to participation in the program and ensure unbiased and equitable selection and assignment to conditions (Guaranteed Income Pilot treatment vs. control).

### **Application Assistance and Enrollment**

During the months prior to the open application period, the Program Administrator shall train staff on program eligibility and the application process in preparation for assisting applicants during the open application period.

During the open application period, the Program Administrator shall continue outreach activities, but shift focus to offering in-person application assistance for applicants who are having trouble completing the online application or do not have access to the online application portal.

Appropriate locations for outreach and in-person application assistance may include community health centers, public schools, public libraries, places of worship, after-school and childcare centers, small businesses, and other community anchor institutions. HCPH, and relevant and participating Precinct Offices can work with the Program Administrator to further identify specific locations for targeted outreach and application assistance.

- Offer direct application assistance, troubleshooting, and benefits counseling via phone and/or online chat to applicants (during normal business hours at a minimum) such that the average wait time for assistance does not exceed five (5) minutes.
- Offer accessible in-person application assistance, troubleshooting, and benefits counseling in at least four (4) locations including at least North, South, East and Western parts of the City of Houston and Harris County.
- Keep applicants updated and informed on the status of their application, and whether additional eligibility documentation or other information is necessary.
- Determine validation requirements that minimize participant burden and maximize efficiency.
- Serve as the primary point of contact for all applicants and participants.

### **Lottery/ Process for Random Selection**

Once the application period ends, with support from the Evaluation Partner, the Partner Administrator shall run two (2) separate lotteries to select participants from the ACCESS Harris cohorts and applicants of the ten (10) prioritized zip codes in Harris County for participation, comparison, and/or control groups. The

Program Administrator shall review applicant and recipient demographics with the County and Evaluation Partner to ensure similarity across groups, and alignment with the County's equitable distribution model and/or other County-established metrics. The Program Administrator shall also create a waitlist to replace any participants who might drop out before the first payment distribution. The Program Administrator shall work with the Evaluation Partner to plan and execute the random selection process from designated geographic locations.

### **Enrollment and Benefits Counseling**

Enroll participants into the Program, confirming the participants' payments, signing, and processing any necessary paperwork, and conducting a benefits counseling session with each participant to review which public benefits they are enrolled in and ensure they understand which benefits will and will not be impacted by participating in the Program. If a participant chooses to drop out prior to the first cash payment, the Program Administrator shall randomly select a new participant from the appropriate waitlist and follow the same procedure.

### **Payment Administration**

Set up each participant with their payment method and distribute the monthly payments to participants. Prioritize payment options that avoid fees and taxes to participants (e.g., as a gift). The Program Administrator shall create and administer an online portal that each participant can use to track their payments and communicate with the Administrator with questions or when any payment problems arise. With support from the Evaluation Partner, the Administrator shall also host a real-time dashboard for the County to track payment and spending data.

### **Offboarding**

Create an offboarding plan to ease participants' transition out of the program after the designated eighteen (18) month period. Provide advanced notice at multiple time points (e.g., at three (3) months prior to exit, at two (2) months, at one (1) month, at one (1) week) to participants regarding the conclusion of the Program with the anticipated final payment date. Provide guidance to participants that shall include procedural details (e.g., regarding the closure of account used for monthly payments), points of contact and contact information for further questions or engagement, information on other available financial resources, social services, or benefits, etc.

### **Reporting and Evaluation**

Prior to beginning the work, coordinate with Harris County and the Evaluation Partner to build a final list of data and metrics for tracking and build a process to ensure that the comprehensive data, metrics, budget, and reporting requirements shall be met. Throughout the entire process, the Program Administrator shall collect data necessary for federal reporting guidelines, data Harris County specifies for Pilot metrics, and data for the evaluation as determined by the Evaluation Partner and approved by the County.

- Work with the County and Evaluation Partner to create a real-time dashboard for the County and other program partners to track and monitor application submissions, the lottery/randomization process, and cash distribution metrics.
- Work with the County and the Evaluation Partner to capture all necessary data for reporting and evaluation including but not limited to tracking/assessing outreach and engagement activities, program outputs and outcomes, and learnings.

Across all the above program elements, the Program Administrator shall demonstrate their experience and ability to collect and securely host all data and documentation necessary to effectively implement the program.

The Program Administrator may apply as a single organization, or as a lead organization in partnership with subcontracting/subrecipient organizations. Subcontracted agencies must demonstrate an ability to implement designated program elements. If so, the Lead Organization shall be responsible for all reporting, disbursements, and contract monitoring. The Lead Organization must also demonstrate financial capacity and ability to comply with all administrative requirements outlined in this scope of work.

The applicant's response must include a description of which portion(s) of the services will be subcontracted out, the names and addresses of potential subcontractors, and the expected amount of money each will receive under the Contract. The County reserves the right to accept or reject any subcontractor if in the County's sole opinion, it is in the best interest of the County.

### **Funding**

Harris County is providing funding under the U/S/ Department of Treasury's American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, to support residents and those providing services to residents to foster resiliency and recovery from the COVID-19 pandemic. Harris County has allocated \$20.5 million of ARPA funds to support Uplift Harris, a Guaranteed Income Pilot Program under the collection of economic equity programs called Harris County PROSPER. Award recipients of ARPA funding are responsible for adhering to Federal award guidelines in the Uniform Guidance, a set of federal rules including administrative requirements, cost principles, and audit guidelines that apply to federal money.

- The total program budget for the Guaranteed Income Program is \$20,500,000, which includes funds for monthly income to participants, administration costs, and an independent evaluation.
- Harris County plans to select one (1) lead Program Administrator. The County will award \$20,500,000 for the duration of the project term in which \$17,350,000 of this amount will serve as cash payments to participants.
- Up to \$1,740,600 of this amount will be awarded to the selected Program Administrator.

Any Supplies, equipment, or software purchased must be licensed in the name of Harris County and returned if the contract is Terminated and/or upon completion of the project.

### **Eligibility**

The awarded organization must have the organizational capacity to conduct the work described in this RFP and have the fiscal and contracting capacity, as well as the accounting and administrative controls necessary to effectively manage a large federal grant. Requirements include financial stability, fiscal solvency, ability to provide separate reporting for use of funds, and staff to oversee the scope of work and comply with the resulting agreement.

The third-party administrator must be affiliated with a non-profit organization or academic institution that is willing to administer the funds to program participants and implement activities outlined in this RFP.

### **C. STANDARDS**

When applicable, Standards required under this RFP are included under the *Standards* attachment.

**NOT APPLICABLE**

**D. DELIVERABLES**

Deliverables shall include all documents indicated in this Section and all additional deliverables as determined for the specific Project.

**NOT APPLICABLE**

**E. HARRIS COUNTY GENERAL CONDITIONS**

When applicable, the successful Offeror must comply with all requirements included under the *General Conditions* attachment.

**NOT APPLICABLE**

**F. WORK STANDARDS**

It is the responsibility of the Offeror to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Offeror to be performed in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of Texas, and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Harris County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, and/or any applicable Federal laws, codes, and regulations.

**VIII. CONTRACT REQUIREMENTS & PAYMENT**

The following Contract terms and payment requirements shall apply to the work intended to be awarded pursuant to this RFP. The term “Contractor” shall mean and refer to the successful Offeror. To the extent that any of the Contract terms contained in this conflict with the Scope, Requirements, Standards, General Conditions, or Federal provisions applicable to the Project, the more stringent requirement shall govern.

**A. CONTRACT PROVISIONS**

The federal regulations and standards applicable to the required work are set forth in Attachment N, *Required Contract Provisions*, and incorporated herein as part of this RFP. The Contractor shall be required to comply with the federal terms and conditions under the *Required Contract Provisions*, which shall apply to and govern all work and services provided under the Contract. Any firm awarded a contract as a result of this RFP will be required to sign a contract containing the County’s contract provisions, which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally-funded work. These provisions shall be substantially as they appear in Attachment N, *Required Contract Provisions*.

In accordance with 2 CFR 200.326, contracts executed by Harris County which are funded in whole or in part by federal grant monies shall contain the applicable provisions described in 2 CFR Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

**B. PURCHASE ORDER & DELIVERY**

Successful Offeror shall not provide services without a Harris County Contract. If special circumstances apply to an Offeror’s delivery of a project (including circumstances involving timing), this information should be included in the Proposal, if necessary. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause for cancellation of the contract by Harris County without prejudice to other

remedies provided by law. Where project delivery times are critical, Harris County reserves the right to award accordingly.

### **C. INVOICING PROCEDURES**

Offerors shall submit all invoices to [VendorInvoices@hctx.net](mailto:VendorInvoices@hctx.net). All invoices shall include submission requests stated in the specifications including completed certified payroll records and lien waivers. Payment terms are "Net 30" from date the invoice is approved by the Harris County using department, therefore, payment to the Contractor may be up to one (1) month from the date the invoice is approved by the Harris County Department and received in Accounts Payable. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction.

### **D. PAYMENT PROVISIONS**

The sum of the payments due to the Contractor is limited to the amount of money stated within the Contract. Any products provided, or services rendered, in excess of this amount will be at the Contractor's expense and not payable by Harris County. No alterations, substitutions or extra charges of any kind will be permitted. Merchandise may not be billed at a price higher than is stated on the order. Contractors cannot include federal excise, state or city sales tax. Pursuant to Texas Tax Code Section 151.309, as amended, Harris County is exempted from sales and use taxes.

### **E. PAYROLL SUBMISSION**

If Davis-Bacon or Prevailing Wages are applicable to the Services, original Weekly Certified Payrolls in the format required by Harris County must be submitted by all contractors, and subcontractors as applicable, on a weekly basis to Harris County. The Prime Contractor is responsible for all subcontractor payroll submittals. All contractors and subcontractors are to make available copies of cancelled checks and check stubs for comparison, if requested by Harris County.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance is found on page 2 of the WH-347 form, and additional certifications of compliance may be required by Harris County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

### **F. WAGE & LABOR COMPLIANCE**

If Davis-Bacon or Prevailing Wages are applicable to the Services, the U.S. Department of Labor Wage Rate poster must be displayed in a location that all workers have easy access and remain in place at all times until the project is complete. Harris County reserves the right to visit the job site and to interview any employees on any given date or time during the conduct of the work without prior notification.

Harris County may require the posting, utilization, and/or submission of the following forms or documents to verify compliance with Davis-Bacon, Prevailing Wages, and other labor requirements, which may include, but are not limited to, the following:

- DBRA Wage Rates – This reflects proper minimum hourly compensation, including fringe benefits, which is owed workers by all contractor/subcontractor for this project. Prime Contractors are required to post these wage rates at the job site visible to all workers.
- Equal Employment Opportunity is the Law (EEO) Poster – This poster will be provided by Harris County to Contractor, and must be posted at the job site in an area visible to all workers.
- Employees Rights Under Davis-Bacon Act Poster– This poster will be provided by Harris County to Contractor and must be posted at the job site accompanied by the wage rates, which shall be visible to all workers.
- Quarterly Employment Data Report – This report shall be provided by Harris County to Contractor and must be submitted by all contractors / subcontractors whose contracts and subcontracts exceed \$10,000.00 regardless of the nature and duration of contract.
- LCP Tracker / Weekly Certified Payrolls – Harris County shall dictate the format and frequency required of contractors / subcontractors when completing certified payrolls, which must be submitted for each week during the course of the project within five (5) working days after the end of the weekly payroll period.
- Project Sign – Harris County shall provide Contractor with the Project Sign requirements, if applicable, including language, formatting, size, and other specifications to be used when preparing and installing the required project sign(s).
- Daily Work Logs – Harris County may require submission of Daily Work Logs from the Contractor for each day during the course of the project with the corresponding Pay Request.

Harris County will ascertain that the proper wage rates are being paid to the employees in accordance with the contract documents. The Prime Contractor shall not allow work requiring a license to be performed by a worker who does not have the proper license. The Prime Contractor shall require, and shall require all its subcontractors and lower tier subcontractors, that workers carry their license upon their persons while performing work on the Project and that such persons produce their licenses to the Harris County representative upon request. Should work requiring a license be performed by an unlicensed person despite the prohibitions of this paragraph, that person must be paid the required wage rate applicable for a licensed craftsman performing such work pursuant to the issued DBRA Wage Decision for this Project. Harris County will not recognize a worker that holds a journeyman's license in a trade as eligible for pay as an apprentice rate for work in that trade.

Apprentices may be used in any of the crafts listed in the Wage Decision, if they are currently certified in a program recognized by the Office of Apprenticeship Training, U.S. Department of Labor, providing the proper ratio between journeyman and apprentice is observed. Apprenticeship certification certificates must be supplied with the first weekly payroll upon which the apprentice's name appears. If they are not certified as an apprentice, they must be paid as a journeyman and used as an apprentice.

In the event of discrepancy between the services performed and the wages paid, it will be documented and the Prime Contractor will be so notified. Harris County reserves the right to withhold any payment due the Prime Contractor until such discrepancy is resolved and the necessary adjustment made.

## **G. PROMPT PAYMENT POLICY**

It is the policy of the County to process contract payments efficiently and expeditiously. Pursuant to Texas Government Code 2251.021, Harris County shall ensure payments are made within 30 days of receipt of goods and/or services under the contract and after proper submission of an invoice. Payment shall be made within the 30 day time-period, provided there are not disputes between the County and the Vendor, Contractor, Subcontractor, or Supplier about the goods delivered or the service performed that causes the payment to be late; the terms of a federal contract, grant, regulation, or statute prevent the governmental entity from making a timely payment with federal funds; and/or that the invoice is not submitted in strict accordance with any instruction in the contract or on the purchase order relating to the payment.

A Contractor that receives a payment from Harris County must pay its subcontractor the appropriate share of the payment not later than the 10th day after the date the Contractor receives the payment. The appropriate share is overdue on the 11th day after the date the Contractor receives the payment.

## **H. COST PLUS CONTRACTING PROHIBITED**

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Harris County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

## **I. INFORMATION SECURITY**

### **1. Definitions**

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

### **2. Security and Privacy Compliance**

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.

- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor’s subcontractor(s).
- e. Contractor shall not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.

3. Data Ownership

- a. Upon termination of the Contract, Contractor shall promptly return to Harris County all Harris County-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Harris County-owned data. If such return is infeasible, as mutually determined by Harris County and Contractor, with respect to Harris County-owned data, Contractor shall limit any further use and disclosure of Data to the purposes that make the return of Harris County-owned data infeasible. In lieu of the requirements in this Section, Harris County may direct Contractor to destroy any Harris County-owned data in Contractor’s possession. Any such destruction shall be verified by Contractor and Harris County.

4. Data Mining

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Harris County in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

5. Breach of Security

- a. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery.
- b. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

6. Right to Audit

- a. Upon the Harris County’s request and to confirm Contractor’s compliance with this Appendix, Contractor grants Harris County permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor’s, or any of Contractor’s contractors, including any subcontractor’s, physical and/or technical environment in relation to PII or SPI.



Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. Contractor shall ensure that this clause concerning the Harris County's authority to assess, audit, examine, investigate, or review is included in any subcontract it award.

#### **J. REMEDIES & LIQUIDATED DAMAGES FOR CERTAIN BREACHES**

1. As authorized by 41 U.S.C. 1908, in instances where Contractors violate or breach contract terms, Harris County is authorized to impose administrative, contractual, or legal remedies which may provide for sanctions and penalties as appropriate.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of the Contract, Harris County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Harris County may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Harris County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

2. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Harris County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.
3. In addition, in accordance with Attachment N, *Required Contract Provisions*, liquidated damages may be applied for certain other breaches of the Contract, which may be withheld from amounts due on the Contract.

Any and all moneys collected by the Contractor as liquidated damages from its Subcontractors for any breaches in accordance with Attachment N shall be paid by the Contractor to the County. In each subcontract for Work, the Contractor shall include a provision expressly giving the County a right of action against the Subcontractor in the event such Subcontractor fails to pay any liquidated damages determined to be due and owing thereunder.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the County's right to indemnification, or the Contractor's obligation to indemnify the County, or to any other remedy provided for in this Contract or by Law.

**The County may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the County, the Contractor shall be liable to pay the difference.**

**K. TAXES**

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended.

**L. SAFETY**

It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of County residents and staff, the Contractor's staff, subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

The Contractor shall comply with all Safety Guidelines and all laws of any governmental authorities for the safety of persons or property. Hazardous Materials may not be used without prior notice to, approval from, and coordination with the County. Contractor shall be responsible for any Hazardous Materials brought onto County property by Contractor, Subcontractors, suppliers or anyone else for whom Contractor is responsible. Contractors shall dispose of all Hazardous Materials in accordance with all applicable laws and Safety Guidelines relating to disposal of Hazardous Materials. Notwithstanding anything herein to the contrary, asbestos, asbestos containing products or polychlorinated biphenyl (PCB) shall not be used in the Work.

**M. HAZARDOUS MATERIALS**

As applicable, materials used in the completion of the Contract shall be free of hazardous materials, except as may be specifically provided for in the specifications.

**N. SUPERVISION**

Contractor shall provide competent management for the Project, approved by County, who shall be working on the Project for direction, coordination, sequencing and all other required activities, for the entire duration of and until final acceptance of the Work. The approved manager or superintendent shall not be discontinued (except upon Final Completion of the Project or in the event of his or her termination of employment or disability or if the County requests a replacement to resolve incompatible working relationships) and no new individual shall be designated without prior approval of the County.

**O. STAFFING REQUIREMENTS**

Contractor, upon award, shall make reasonable effort to maintain stability of the staff assigned to the Project to prevent the departure of the most productive and expert resources from the Project. Contractor shall provide the County with at least 30 days' notice of any change in key personnel or staff assigned to the Contract. Personnel shall be removed from the Project upon request by the County.

**P. SUBCONTRACTORS**

Harris County must approve the actual subcontractors prior to their use. Offeror must verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment status, and state licensing requirements. The Contractor assumes responsibility for the performance of the subcontractor; therefore, Offeror is urged to closely scrutinize subcontractors. If a subcontractor is found to be ineligible after award of a contract, the contract shall be immediately terminated and the matter reported to HUD.

## **Q. INSURANCE**

Contractor performing services under any contract awarded pursuant to this RFP must provide the types and amounts of insurance specified in the *Minimum Insurance Requirements*, included as Attachment L. Contractor is advised to carefully review such insurance requirements. All insurance must provide coverage for work on residential properties. By submitting a Proposal, Contractor acknowledges that it has reviewed the insurance provisions and takes no exceptions to the insurance requirements.

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

Refer to Attachment L for more information on Minimum Insurance Requirements.

## **R. WAIVER OF SUBROGATION**

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under this agreement.

## **S. WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110**

Contractor must comply with this requirement, if applicable, for any building or construction contract – see the *Workers' Compensation Insurance Coverage Rule 110.110* under Attachment M for more detail.

## **T. TOLL / PARKING FEES**

Any and all toll/parking fees incurred by the Contractor(s) during the term of this contract will be the responsibility of Contractor.

## **U. RECYCLED MATERIALS**

Harris County encourages the use of products made of recycled materials that are EPA-designated items and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity, quality, and reasonableness of cost. Harris County will be the sole judge in determining product preference application. Information about this requirement and a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

## **V. FAILURE TO COMPLY**

Failure to comply with any part of the provisions shall constitute a material breach of the Contract. The event of such a breach may result in compensation being withheld or suspended, termination of the Contract, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part 200 and statutes and regulations related to the formation and execution of the Contract.

## **W. TERMINATION**

1. **Termination for Convenience.** This Contract may be Terminated for Convenience due to reasons known to Harris County, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the Contractor is not in violation of the contract terms and conditions. Harris County may terminate this contract without Cause upon thirty (30) days written notice.
2. **Termination for Cause.** This Contract may be Terminated for Cause due to actions by the Contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances,

the termination settlement may include reprourement costs to be paid by the Contractor. Harris County reserves the right to terminate this Contract for default if Contractor breaches any of the terms herein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of Termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements.

3. **Termination for Health and Safety Violations.** Harris County shall terminate this contract immediately without prior notice if Contractor fails to perform any of its obligations in this Contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

## **X. CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be incumbent upon the successful Offeror to continue services, if requested by Harris County Purchasing, until new services can be completely operational. Offeror acknowledges its responsibility to cooperate fully with the replacement Offeror and Harris County to ensure a smooth and timely transition to the replacement Offeror. Such transitional period shall not extend more than ninety (90) days beyond expiration/termination date of the contract, or any extension thereof. Offeror shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

## **Y. EXTENSIONS / RENEWALS**

Extensions or renewals of the awarded contracts may be made ONLY by written agreement between Harris County and the Contractor.

The County may extend the term of the contract by written notice to the Contractor within the term of the original contract. If the Government exercises this option, the extended contract shall be considered to include the option clause and shall require continued performance by the Contractor of any services within the limits and at the rates specified in the contract.

## **Z. SEALS, LOGOS, AND FLAGS**

Contractor shall not use any Federal, State, or local government agency seal, logo(s), crest, or reproduction of flags or likeness of agency officials without expressed, specific agency pre-approval in writing.

## **AA. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item.

**BB. SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**IX. ATTACHMENTS**

- Attachment A – Proposal & Addenda Acknowledgement
- Attachment B – Pricing Form
- Attachment C – Certification Regarding Lobbying
- Attachment D – Statement of Offeror Qualifications
- Attachment E – Subcontractor Listing Form
- Attachment F – References
- Attachment G – Contractor Profile
- Attachment H – Performance Bond for Public Works Contracts over \$100,000
- Attachment I – Performance Bond for Non-public Works Contracts over \$50,000
- Attachment J – Payment Bond
- Attachment K – Certification of Compliance with Federal Standards & Requirements
- Attachment L – Minimum Insurance Requirements
- Attachment M – Workers’ Compensation Insurance Coverage Rule 110.110
- Attachment N – Required Contract Provisions
- Attachment O – Section 3 Clause
- Attachment P – Section 3 Bid Requirements
- Attachment Q – Davis Bacon Current Wage Decision
- Attachment R – Standards
- Attachment S – General Conditions
- Attachment T – General Notices, Notes & Information
- Attachment U – GLO Compliance Package
- Attachment V – American Rescue Plan of 2021 (“ARPA”)
- Attachment W – Pre-Award Risk Questionnaire (Subrecipients)
- Attachment X – MWBE Utilization Plan Commitment Form

- Attachment Y – MWBE Goal Participation Information Packet
- Attachment Z – Policy for Payment
- Attachment AA – BABAA Self-Certification Form
- Attachment BB – Prioritized Zip Codes
- Attachment CC – Questionnaire



**DeWight Dopslauf, C.P.M., CPPO**  
**Harris County Purchasing Agent**

August 1, 2023

**TO:** ALL VENDORS  
**RE:** Job No. 23/0271  
**DUE DATE:** August 7, 2023, no later than 2:00 p. m. local time, Houston, TX

All vendors are required to acknowledge this addendum with each response for Survivor Services in Uplift Harris Administrator for Harris County Public Health Services. This addendum must be acknowledged in Bonfire no later than the above due date.

**ADDENDUM NO. 1**

The following is to clarify requirements and answer vendor questions:

1. Is Attachment D (8. Statement of Offeror Qualifications) meant to serve as the content of "3. Experience & Qualifications" (Table G, P. 9)"1. Firm Experience & Qualifications" under "B. Content of the Proposal" (P. 10)? Or is this a complement to this section of the proposal? **This is to complement that section of the proposal.**
2. Similarly, Attachment CC (Questionnaire) seems to overlap with some of the content of 3, 4, and 5 under Table G (P. 9). Is this a complement to these sections, or is it intended to be the format and order in which we lay out those sections? **This is to complement those sections.**
3. Are there any page limits to be aware of? **There is not a page limit, however we encourage you to be as concise as possible.**
4. Are there any other formatting requirements in terms of fonts, margins, and so on for proposals submitted online? **All formats should follow the standards under the Hard Copy RFP Submission section on page six (6).**
5. If the COI form is required regardless of potential conflict, should both the program administrator and any subcontractors complete the Conflict of Interest Questionnaire? **We only require this from the vendor submitting a response.**
6. Where is the text for the actual RFP document? **The file *Federal RFP General Requirements and Specifications* contains this information located under the Public Files section in Bonfire.**
7. Can we please receive access to the recording? **We do not release recordings of meetings.**
8. I'd like to confirm that the \$500 payments must be in installments and cannot be a one-time payment. **Correct, the \$500 payments must be in eighteen (18) monthly installments.**

9. How often would we need to verify eligibility throughout the course of the 18 months? **At most, twice. Once during the application process and the second during the selection and onboarding process. This could also be reduced to once if the Administrator can ensure that only eligible participants are onboarded into the program.**
10. Is the administrative cap 10%, or is the indirect cost rate 10%? Whichever one is 10%, can you define the other? **The indirect cost rate is ten (10) percent, or a Negotiated Indirect Cost Rate Agreement (NICRA) approved by a federally cognizant agency. Please note that the indirect cost rate is based on the administration cost of the grant and not on the grant fund itself. There is no cap to the administration cost.**
11. If a client is eligible for government benefits and has their letter to verify it, can that be used as a method of eligibility for this program? **An applicant's household income must be below 200% of the federal poverty line. If the eligibility criteria for the government benefits are equivalent to (or below) that threshold, then the letter could serve as eligibility for this program. However, the Administrator will need to counsel those who are at risk of being pushed over any "benefits cliff" through the acceptance of these funds.**
12. Can you please confirm that the contract ID for purposes of completing Form 1295 electronically with the Texas Ethics Commission is the RFP number: Ref. #: 23/0271? **Confirmed.**
13. Can you please confirm that the Agency/Entity Name for purposes of completing Form 1295 electronically with the Texas Ethics Commission is Harris County Public Health Services? **It should be Harris County.**
14. In reference to Attachment H, is there any flexibility to issue this award as a sub-award or sub-grant rather than a sub-contract? **Attachment H – Performance Bond for Public Works Contracts over \$100,000, is not applicable to this solicitation.**
15. In reference to Attachment H, as a non-profit organization that is not involved in a construction project, can you please confirm the vendor is not required to comply with the clauses under PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258) in Attachment H - Required Contract Provisions? Specifically, we pay our employees 2x a month, and not weekly. Is it required that we shift to a weekly pay schedule if awarded the opportunity? **Attachment Q – Davis Bacon Current Wage Decision, is not applicable to this solicitation.**
16. Attachment L: Minimum Insurance Requirements says "Automobile Liability, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. Harris County shall be named Additional Insured on primary/non-contributory basis." Our automobile insurance policy meets the required \$1,000,000 combined single limit, but does not currently cover "owned autos" as we do not use owned autos in the course of our work. Is this acceptable or would you require that we update coverage? **Your coverage must meet the requirements of Attachment L.**
17. Do you require a Certificate of Insurance listing Harris County as additionally insured as part of the RFP proposal application package or would that only be required if awarded? **We will just need a sample showing you have the required coverage, Harris County will only need to be listed if awarded.**
18. The pricing form does not provide much structure. Do we have to use this form, or can we submit an alternative form? If we have to use this form, can you please provide more guidance on how to structure the budget in it? **For the pricing form please put in the total price from your Budget Narrative.**



19. Are there any requirements for how to structure the budget narrative? **You may structure this however you feel best clearly shows all anticipated costs.**
20. How will the technology/application partner be provided data for the ACCESS cohort participants? What avenues are being explored to use existing data on this cohort to help them more easily qualify? **Yes, the goal is to use existing data on this cohort. The ACCESS program gathers data for its cohort participants through its provider and case management portal (which captures demographic data). ACCESS participants are automatically qualified to apply through their participation in ACCESS and income.**
21. Will the ACCESS cohort be expected to complete the same application and verification process as the other participants? **The ACCESS cohort will be expected to complete the same application (or a similar one) and ensure the application captures all necessary metrics. The verification process should differ because the ACCESS cohort will not have the same eligibility criteria. For the geographic prioritization cohort, eligibility is based on income and geography (residing in one of the identified selected zip codes). ACCESS cohort participants can reside anywhere in Harris County.**
22. You describe the need for the technology/application partner to design and maintain an overall website and/or portal to promote the Pilot and serve as an informational hub. Can you provide additional specifications about this portion of the project requirement including preference for hosting, maintenance post contract, integrations, features and functionality etc? **Design and maintain an overall website and/or portal to promote the Pilot and serve as an informational hub. Bring all the features the pilot needs into one (1) cohesive platform and design with the pilot's audience in mind to provide a great user experience.**
  - **The website should be accessible to target populations and the general public.**
  - **There should be a plan with content available in English, Spanish, and Vietnamese.**
  - **The website should also maintain the application with instructions on the selection process either on the website or separately, publish key performance indicators (KPI)s.**
  - **Additional requirements will be collaboratively discussed during the planning phase.**
23. On Page 10 under Firm Experience & Qualifications it mentions needing a state registered Architectural/Engineering firm in the event design work is involved. Please explain how this is related to the scope of work outlined. **This is not needed for the solicitation.**
24. Does HCPH have existing technology that will need to be enhancement or will the incumbent be responsible for total build out. **The Administrator will be responsible for the total build out.**

## Attachment A RFP & ADDENDA ACKNOWLEDGEMENT

### Addenda Acknowledgement

As required by this solicitation, the undersigned Offeror hereby acknowledges receipt of all Addenda through and including:

<u>Addendum Number</u>	<u>Dated</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received

### RFP Acknowledgement

This acknowledgment shall be signed, in ink, by a corporate officer, partner, or proprietor:

I certify that this Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same contract opportunity and is in all respects fair and without collusion or fraud. I am authorized to sign this Acknowledgement for the Offeror and agreed to abide by all conditions of this Request for Proposals (RFP) and certify that I have read and understand the RFP documents in their entirety. In signing this Acknowledgement, I attest that under this contract opportunity I shall provide the services identified in this Request for Proposals according to the published provisions of this RFP. I certify that all statements made are true, complete and correct.

<b>Authorized Signature</b>	<b>Date</b>
Authorized Representative Name (First & Last): _____	
Company Name: _____	
Company Address: _____	
Offeror DUNS Number: _____	
Telephone: _____ Fax: _____ e-mail: _____	

## Attachment B **PRICING FORM**

### **PRICING**

Pricing Form (BidTable) is available and submitted online through Bonfire at: <https://harriscountytexas.bonfirehub.com/portal/>.

Offeror must provide pricing in the units requested within this RFP. Any quantities provided are based on estimates, and Offeror acknowledges that Harris County may require more or less. Where unit pricing and extended pricing differ, unit pricing governs.

Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typed. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the successful Offeror and included in the Proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.

### **MAINTENANCE**

If applicable, maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing Form. If Harris County opts to include maintenance, it shall be so stated in the Scope of Work and resulting contract, and said cost shall be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly, if applicable.

Attachment C  
**CERTIFICATION REGARDING LOBBYING**

(To be submitted with each Proposal for contract opportunities expected to exceed \$100,000)

The undersigned [Offeror] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Offerors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Offeror, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Offeror understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Print Name and Title of Offeror's Authorized Official

\_\_\_\_\_  
Signature of Offeror's Authorized Official

\_\_\_\_\_  
Date

Attachment C  
**CERTIFICATION REGARDING LOBBYING**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee _____ Tier                      If Known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form – LLL (Rev. 7-97)</b>	

## Attachment D

# STATEMENT OF OFFEROR QUALIFICATIONS

This Statement of Offeror Qualifications requests information about Offeror that will be used in the evaluation of Offeror responsibility. All Offerors must complete this form in its entirety and submit with the Proposal. Answers should be as thorough and definitive as possible and include all pertinent data. Failure to fully and truthfully disclose the information required may result in the disqualification of your Proposal from consideration or termination of the contract, once awarded. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers.

### General Information

1. Name of company/organization: \_\_\_\_\_
2. Address of company/organization: \_\_\_\_\_
3. Home office address (if other than above): \_\_\_\_\_
4. Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_
5. Type of business entity (corporation, partnership, sole proprietorship, etc.): \_\_\_\_\_
  - A. If your organization is a corporation, please provide on a separate sheet(s), detailing the following: Date of incorporation, State of incorporation, Names of President, Vice-president, Secretary, and Treasurer.
  - B. If your organization is a partnership or individually owned, please attach a list detailing the following: Date of organization, Name of owner(s) or partners.
6. Place of incorporation (if applicable): \_\_\_\_\_
7. Type of work performed by your company: \_\_\_\_\_
8. Year founded/established: \_\_\_\_\_
9. Has your organization been in business under its present name for at least five (5) years?  YES  NO
  - A. If not, please explain why. \_\_\_\_\_
10. Primary individual to contact: \_\_\_\_\_

### Litigation Record

Have you or any member of your organization or team brought any claim, litigation, or arbitration against Harris County or any other Federal, State or Local Government during the last five (5) years?

YES  NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has Harris County or any other Federal, State or Local brought any claim or litigation against you or any member of your organization or team during the last five (5) years?

YES  NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has you or any member of your organization or team filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

YES  NO

If yes, attach a list of any lawsuits or requested arbitrations and their final outcome.

Are there any administrative proceedings, claims, lawsuits, or other exposures pending against you or any member of your organization or team?

YES  NO

## Attachment D STATEMENT OF OFFEROR QUALIFICATIONS

If yes, explain: \_\_\_\_\_

Have any subcontractors, in which your organization has some ownership, filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

YES  NO

If yes, explain: \_\_\_\_\_

Have you or any member of your organization or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for Harris County or any other Federal, State or Local Government, or Private Entity?

YES  NO

If yes, explain: \_\_\_\_\_

Have you ever failed to complete any work awarded to you?  YES  NO

If yes, explain, indicating what was not completed and the reasoning: \_\_\_\_\_

Have you ever defaulted on a contract?  YES  NO

If yes, explain: \_\_\_\_\_

### Experience Record

How many years has your organization been providing the services identified in this RFP to the following types of entities?

Government (Public) Entities: \_\_\_\_\_

Private (Commercial) Entities: \_\_\_\_\_

List three to five (3-5) similar projects as the one specified in this solicitation that your organization has completed over the last five (5) years. Attach additional pages as necessary:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Describe your organization's concepts for working in a team relationship with the owner and user groups during the completion of projects similar to that identified in this RFP. Identify which of the project(s) listed on Attachment F, *References*, best exemplify these concepts and experiences. Attach additional pages as necessary:

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Attachment D  
**STATEMENT OF OFFEROR QUALIFICATIONS**

Please list categories of work that your organization normally performs with its own forces.

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Please list subcontractors/subconsultants in which your organization has some ownership or relationship and list the categories of work those subcontractors/subconsultants normally perform.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Portions of work Offeror proposes to sublet in case of award of contract, including amount and type:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Dated this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_



**Attachment D**  
**STATEMENT OF OFFEROR QUALIFICATIONS**

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_  
(Title)

Submitted by \_\_\_\_\_ an individual  
a partnership  
a corporation

with principal office at \_\_\_\_\_  
(Full Address or City, State)

To be filled in by Corporation:  
Date incorporated \_\_\_\_\_  
Under the laws of \_\_\_\_\_ State.

To be filled in by Partnership  
Date formed \_\_\_\_\_  
State whether partnership is general, limited or associated

Executive Officer \_\_\_\_\_

List Members:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and attests that he/she is  
(Name of Offeror's Representative)

\_\_\_\_\_ of \_\_\_\_\_,  
(Position Title) (Name of Organization)

and that: (1) the Offeror submitting a Statement of Qualifications for this contract opportunity and the contractors / subcontractors anticipated to perform the work are properly licensed, as applicable, and shall provide proof of said licensure needed to complete the scope of work; (2) the answers to the foregoing questions on the attached/associated forms and all statements therein are correct to the best of their knowledge; (3) the experience record are made part of this affidavit as though written in full herein; and (4) all statements and answers to the questions given in the above-mentioned experience record are true and correct.

\_\_\_\_\_, sworn to before me this \_\_\_\_\_ day  
(Name of Offeror's Representative)

of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

(Seal)  
My Commission expires

**SUBCONTRACTOR LISTING FORM**

Contractor must provide information below for any potential subcontractors or subconsultants, professionals, suppliers, and vendors used in connection with the project. The County reserves the right to reject proposed subcontractors or subconsultants on any reasonable basis. Harris County must approve the actual subcontractors prior to their use (add additional pages if necessary):

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____ _____	

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____	

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____	

Contractor shall be responsible for ensuring any Subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists and shall obtain and submit licenses for any subcontractors if the work being performed requires licensing in accordance with state or federal law. A final Subcontractor Listing Form will be required prior to contract award. If any of the required information changes throughout the term of the contract, Contractor must submit a revision to the County for approval.

**I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources.**

Signature of Contractor: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Attachment F**  
**REFERENCES**

Reference #1

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #2

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #3

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attachment F  
REFERENCES**

Reference #4

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #5

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #6

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Attachment K

## CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Offeror] certifies, to the best of his or her knowledge that \_\_\_\_\_, Offeror company or legal entity responding to this RFP, understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed under *Required Contract Provisions* (Attachment N), and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Offeror must initial by each regulatory requirement and sign below.**

- \_\_\_\_\_ **A. ACCESS TO RECORDS & RECORD RETENTION** – Offeror agrees to comply with 2 CFR 200.336 and provide Harris County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Offeror(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Offeror shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.
- \_\_\_\_\_ **B. ACCESSIBILITY** – Offeror agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Offeror must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).
- \_\_\_\_\_ **C. BYRD ANTI-LOBBYING AGREEMENT** – Offeror submitting responses exceeding \$100,000 agree to comply with CFR 200 APPENDIX II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment C, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.
- \_\_\_\_\_ **D. CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)** – Offeror agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.
- \_\_\_\_\_ **E. CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT** – If at any time during the contract term funding to contract exceeds \$150,000, Offeror agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Offeror agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean

## Attachment K

**CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS**

Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Offeror agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- \_\_\_\_\_ **F. *CONTRACT WORK HOURS & SAFETY STANDARDS ACT*** – Offeror agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- \_\_\_\_\_ **G. *COPELAND “ANTI-KICKBACK” ACT*** – Offeror agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- \_\_\_\_\_ **H. *COST PLUS CONTRACTING PROHIBITED*** – Offeror agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Offeror agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.
- \_\_\_\_\_ **I. *DAVIS BACON & RELATED ACTS*** – When applicable, Offeror agrees to comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- \_\_\_\_\_ **J. *DEBARMENT AND SUSPENSION*** – Offeror affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.
- \_\_\_\_\_ **K. *ENERGY EFFICIENCY*** – Offeror agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

## Attachment K

**CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS**

- \_\_\_\_\_ **L. *EQUAL EMPLOYMENT OPPORTUNITY*** – Offeror agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

Offeror agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- \_\_\_\_\_ **M. *EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES*** – Offeror agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Offeror agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

- \_\_\_\_\_ **N. *EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS*** – Offeror agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Offeror agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Offeror agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices.

Offeror shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

- \_\_\_\_\_ **O. *FAIR LABOR STANDARDS ACT*** – Offeror agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Offeror warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

- \_\_\_\_\_ **P. *FLOOD DISASTER PROTECTION ACT OF 1973*** – Offeror agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

- \_\_\_\_\_ **Q. *GREEN BUILDING*** – Offeror agrees to comply with local codes and national building codes for any work involving rehabilitation or construction, including design. When contract is funded, in whole or in part, by HUD funding, Offeror agrees to comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or

## Attachment K

## CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Offeror agrees to comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

- \_\_\_\_\_ **R. *HOLD HARMLESS AGREEMENT*** – Offeror agrees to indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Offeror shall procure and maintain, with respect to the subject matter of this Request for Qualifications, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Qualifications. Certification of such coverage must be provided to the County upon request.
- \_\_\_\_\_ **S. *LEAD BASED PAINT*** – Offeror agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.
- \_\_\_\_\_ **T. *NON-COLLUSION*** – Offeror agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Offeror agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this contract opportunity or the terms or conditions of this contract opportunity; Paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract opportunity; or Assembled in coordination with any other organization in an attempt to fix the price of the work.
- \_\_\_\_\_ **U. *PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES*** – Offeror agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).
- \_\_\_\_\_ **V. *POTENTIAL CONFLICT OF INTEREST*** – In accordance with 2 CFR 200.112, Offeror agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Offeror agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local





## Attachment L

**MINIMUM INSURANCE REQUIREMENTS**

During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. Workers Compensation**, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease—Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County. The requirements stipulated in this attachment do not establish limits of contractor liability.

## Attachment M

**WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110**

If this bid package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

## A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

## Attachment M

### **WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110**

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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### **REQUIRED CONTRACT PROVISIONS**

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Harris County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Harris County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Harris County, all contracts made by Harris County under the Federal award shall contain provisions covering the following, as applicable.

#### **ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)**

Contractor must provide Harris County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Harris County or note in bid that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

#### **ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)**

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

#### **BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)**

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds \$100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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# REQUIRED CONTRACT PROVISIONS

### **CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)**

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part “program or activity” is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. “Funded in whole or in part with community development funds” means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

### **CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))**

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant

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**REQUIRED CONTRACT PROVISIONS**

to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))**

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

- (1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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### REQUIRED CONTRACT PROVISIONS

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)**

Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Harris County shall report all suspected or reported violations to the Federal awarding agency.

#### **COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))**

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Harris County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

#### **DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))**

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of \$2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.



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**REQUIRED CONTRACT PROVISIONS**

If Davis Bacon is applicable, Harris County will provide a copy of the current *Davis Bacon Wage Decision* with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Harris County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true.

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Harris County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

**DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))**

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

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### **REQUIRED CONTRACT PROVISIONS**

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Harris County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Harris County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Harris County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))**

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation

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**REQUIRED CONTRACT PROVISIONS**

Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

**EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))**

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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**REQUIRED CONTRACT PROVISIONS**

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

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**REQUIRED CONTRACT PROVISIONS**

**EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222-36)**

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)**

Harris County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures.
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
  - iii. Rates of pay or any other form of compensation and changes in compensation.

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- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  - v. Leaves of absence, sick leave, or any other leave.
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
  - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
  - viii. Activities sponsored by the contractor including social or recreational programs.
  - ix. Any other term, condition, or privilege of employment.
- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources

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contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
  - i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
  - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
  - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

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- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.



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### **FAIR LABOR STANDARDS ACT**

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

### **FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)**

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

### **GREEN BUILDING STANDARDS**

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

### **HOLD HARMLESS AGREEMENT**

Contractor shall indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure

## Attachment N **REQUIRED CONTRACT PROVISIONS**

and maintain, with respect to the subject matter of this Invitation for Bids, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Invitation for Bids. Certification of such coverage must be provided to the County upon request.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **LEAD-BASED PAINT (24 CFR 570.608)**

Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

### **NON-COLLUSION (The Sherman Act)**

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid.
- b. Pay or agree to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

### **NON-SEGREGATED FACILITIES**

“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies

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or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)**

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES) to assure that MWBES are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBES / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>.

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Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

#### **POTENTIAL CONFLICTS OF INTEREST**

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

#### **PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)**

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of \$2,000 awarded by Harris County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of

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cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Harris County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Harris County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

#### **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**

Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR 200.216)**

Harris County is prohibited from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or

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essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

These requirements shall extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

### **RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION**

- a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled “Restrictions on Public Works Projects.” (Set out under “Contract Clauses” below.)
- b. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Bidder certifies that it:
  - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
  - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
  - iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- c. Inability to certify. A Bidder unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

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- d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.
- e. Notice. Bidder shall provide written notice to the Contracting Officer if, at any time before the contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Bidder (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

### **RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS**

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
  - i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
  - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
  - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
  - iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
  - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
  - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials,

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i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Harris County will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
- d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

**RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))**

Any discovery or invention that arises during the course of the contract shall be reported to Harris County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



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**SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)**

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

**SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135) DISCLAIMER: THIS CONTRACT IS NOT HUD-FUNDED AND THEREFORE SECTION 3 DOES NOT APPLY TO THIS CONTRACT.**

For any HUD-funded contract with a value in excess of \$100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires);
- 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

**TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)**

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

## Attachment N **REQUIRED CONTRACT PROVISIONS**

### **TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))**

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Harris County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Harris County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Harris County may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Harris County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Harris County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the **Contract Requirements & Payment**, Section VIII, portion of this IFB.

### **VERIFICATION NOT TO BOYCOTT ISRAEL**

As required by Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

### **VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS**

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor’s taxes become delinquent or Contractor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Attachment N  
**REQUIRED CONTRACT PROVISIONS**

Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at [www.hctax.net](http://www.hctax.net), set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids due on or after November 1, 2009.

**WHISTLEBLOWER PROTECTION ACT**

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

## Attachment V

### **AMERICAN RESCUE PLAN OF 2021 (ARPA)**

On March 11, 2021, the American Rescue Plan of 2021 (“ARPA”) was signed into law. Two signature programs of ARPA are the Coronavirus State Fiscal Recovery Fund (“CSFRF”) and the Coronavirus Local Fiscal Recovery Fund (“CLFRF”), together SLFRF.

The period of performance for this award begins on May 11, 2021 and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

#### **ARPA outlines 4 eligible use categories for SLFRF:**

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

All funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024, must be expended by December 31, 2026.

#### **Harris County Equity Framework**

In recognition of the disproportionate impact the Covid-19 public health emergency has had on many Harris County communities, and the exacerbation of long-standing inequities that various residents face, Harris County is committed to investing the funds made available by the American Rescue Plan Act of 2021 (ARPA) in projects that will support long-term access to equitable outcomes and opportunities for all residents of the County.

#### Equity Goals

In determining how to deploy ARPA funds, Harris County will pursue investments that advance the following equity goals:

- Reversing negative pandemic-related trends and closing gaps in health, economic, and housing outcomes; positioning disproportionately impacted groups and neighborhoods for improved future outcomes.
- Building capacity within County government, creating a shared understanding of and commitment to equity, and developing tools and practices to support equity-centered solutions.

## Attachment W

### AMERICAN RESCUE PLAN OF 2021 (ARPA)

- Measuring racial and ethnic disparities in health, economic, social, and environmental outcomes so that pandemic recovery plays a role in the long-term remediation of systemic harms to populations of color.
- Incorporating an equity assessment in each project, with opportunities to reflect and adapt based on interim results and community input throughout the project.
- Monitoring investment across the entire program to ensure the overall portfolio is reaching populations and neighborhoods most impacted by the pandemic.

#### Equity Strategies

To reach the outlined goals, Harris County employs several strategies when developing, selecting, and delivering ARPA programs, including:

- Disaggregating historical data and outcome measures by race, ethnicity, gender, and/or geography and other demographic variables to prioritize disproportionately impacted groups.
- Analyzing specific factors underlying inequities such as racial and gender discrimination, disparate policy impacts, and institutional and structural barriers.
- Including community representatives of groups disproportionately impacted by the pandemic throughout program development, delivery and evaluation.
- Targeting resources and strategies to minimize incremental burdens on groups most affected by the pandemic while maximizing their access to relief.
- Evaluating the performance of projects through defined metrics and providing opportunities for reflection, creating space for continual improvement throughout implementation.
- Publishing transparent program results via a publicly available website and other outlets, ensuring performance information reaches disproportionately impacted groups.

For full details of our equity goals, and the equity strategies used to plan ARPA programs, please see the [Equity Framework](#).

#### Compliance Overview

Harris County understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Harris County agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Harris County also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Harris County shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. For more information on relevant guidance issued by the U.S. Department of the Treasury ("Treasury"), see:

- [Coronavirus State and Local Fiscal Recovery Funds Final Rule](#)
- [SLFRF Compliance and Reporting Guidance](#)
- [SLFRF Compliance Supplement Addendum](#)

## Attachment W

### AMERICAN RESCUE PLAN OF 2021 (ARPA)

- [Coronavirus State and Local Fiscal Recovery Funds Financial Assistance Agreement Local Governments](#)

#### **Monitoring, Reporting, and Data Collection**

Harris County is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

Harris County will partner with successful applicants to ensure all relevant monitoring, subrecipient monitoring, and reporting requirements are met.

Award agreements between Harris County and successful applicants will include key performance indicators (KPIs) for the agreed upon program or service. To ensure successful delivery of programs and timely, accurate reporting to Treasury, Harris County will collect program data from successful applicants at a minimum of once a month.

## Attachment W

## AMERICAN RESCUE PLAN OF 2021 (ARPA)

### Pre-Award Risk Questionnaire (Subrecipients)

*This attachment is for information purposes only and will not be required with proposal submissions.*

<p>In compliance with the Department of the Treasury (“federal grantor”), all subrecipients must complete this pre-award risk questionnaire before entering into a sub-agreement with the County. This questionnaire — combined with the County’s program staff assessment — will assist the County in determining any conditions/assistance to be included in your sub-agreement for work under this grant per 31 CFR 35. There are no predetermined answers that would automatically disqualify your organization from consideration for an award.</p>														
<p><b>Organization Name:</b> <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 15px;"></span></p>														
<p><b>Type of Organization Requesting Funding:</b></p>														
<p><b>Organization Unique Entity Identifier (DUNS #):</b></p>	<p><b>Organization Fiscal Year (Start &amp; End Month):</b></p>	<p><b>Date of Form Completion:</b></p>												
<p><b>Completed by:</b></p>														
<p><b>Name &amp; Title:</b></p>	<p><b>Email Address:</b></p>	<p><b>Phone #:</b></p>												
<p><b>Performance History</b></p>														
<p>1. Has your organization received a federal award <u>directly</u> from an awarding agency in the past 5 years? If yes, please list the federal grantor agency name, time period, award amount, audit findings (and corrective actions/completion date(s)), and grant number.</p>														
<p>2. In the preceding fiscal year, did your organization receive 80% or more of its annual gross revenue from federal funds? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>														
<p>3. In the preceding fiscal year, did your organization receive \$25 million or more of its annual gross revenue from federal funds? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>														
<p><b>Management Systems &amp; Personnel</b></p>														
<p>1. In the past 5 years, has your organization managed grant funds, loans or other types of financial assistance from any of the following entities?</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Federal</td> <td style="width: 20%;"><input type="checkbox"/> Yes</td> <td style="width: 20%;"><input type="checkbox"/> No</td> </tr> <tr> <td>State</td> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> <tr> <td>Harris County</td> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> <tr> <td>Private</td> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> </table>			Federal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	State	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Harris County	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Private	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Federal	<input type="checkbox"/> Yes	<input type="checkbox"/> No												
State	<input type="checkbox"/> Yes	<input type="checkbox"/> No												
Harris County	<input type="checkbox"/> Yes	<input type="checkbox"/> No												
Private	<input type="checkbox"/> Yes	<input type="checkbox"/> No												
<p>2. Does your organization have any new or substantially changed management systems (technological or other) in the past 12 months? If yes, please specify what has changed.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>New/Changed Systems:</b></p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol>														
<p>3. Has your organization had changes to the following key staff or positions in the past 12 months? If yes, explain in the comments section.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Governing Body</td> <td style="width: 20%;"><input type="checkbox"/> Yes</td> <td style="width: 20%;"><input type="checkbox"/> No</td> </tr> <tr> <td>Executive Management</td> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> </table>			Governing Body	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Executive Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
Governing Body	<input type="checkbox"/> Yes	<input type="checkbox"/> No												
Executive Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No												

## Attachment X

## AMERICAN RESCUE PLAN OF 2021 (ARPA) Pre-Award Risk Questionnaire (Subrecipients)

Financial Officer	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Risk Manager	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Other Relevant (fill in)	_____	

**4. Does your organization have capacity to manage and implement federal regulations, including 2 CFR 200 and specific federal funder regulations? If your organization does have experience using 2 CFR 200, please describe your experience below.**

Yes       No       No and Request Technical Assistance (Listed Below)

1.  
2.  
3.

Experience with 2 CFR 200 (Describe):

\_\_\_\_\_

\_\_\_\_\_

**5. Does your organization have current staff with experience in this type of program?**

Yes       No

**If yes, how many?**       **If no, is there a staffing plan to hire?**

**6. Is the "total compensation" for your organization's five highest-paid officers publicly listed or otherwise listed in SAM.gov<sup>1</sup>. If no, please enter the information for Name and Total Compensation below.**

Yes       No

**Name.** If the number of officers is less than 5, please enter N/A for the respective row

1.  
2.  
3.  
4.  
5.

**Total Compensation.** The total compensation, as defined in 2 CFR part 170.330, earned by the five high-paid officers; if the number of officers is less than 5, please enter 0 for the respective row

1.  
2.  
3.  
4.  
5.

**7. Is your organization's system of internal controls reasonable in accordance with the applicable cost principles (including the segregation of duties, handling of cash, contracting procedures, and personnel and travel policies)?**

Yes       No       Unsure

<sup>1</sup> Treasury SLFRF Compliance and Reporting Guidance Version 3.0 final <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

*"As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public."*



Attachment X

**AMERICAN RESCUE PLAN OF 2021 (ARPA)  
Pre-Award Risk Questionnaire (Subrecipients)**

<b>Audit Reports and Findings</b>	
<b>1. Has your organization had an audit or monitoring visit in the last 24 months?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If yes, what type of audit or visit?</b> _____ (Please send reports with this form)	
<b>2. Are there any unresolved audit or monitoring findings?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, what type and number of finding(s)?</b> _____	
<b>Financial Stability</b>	
<b>1. Which of the following best describes your organization's accounting system?</b> <input type="checkbox"/> Manual <input type="checkbox"/> Automated <input type="checkbox"/> Combo	
<b>2. Does your organization have an accounting system in place to segregate expenditures by funding source?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, what type of system?</b> _____	
<b>3. Does your organization maintain central files for grants, loans, or other types of financial assistance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Comments: Please use this section to provide additional information on the foregoing questions. Be sure to clearly list section and number on which you are providing comment.</b>	

**Attachment BB – Prioritized Zip Codes***Table 1.*

	<b>Neighborhood Name</b>	<b>Zip Code</b>	<b>Median Income</b>	<b>People in Poverty</b>	<b>% in Pct 1</b>	<b>% in Pct 2</b>	<b>% in Pct 3</b>	<b>% in Pct 4</b>
<b>1</b>	Forest Acres	77050	\$33,542	46.5%	100%	0%	0%	0%
<b>2</b>	Eastex/ Jensen	77093	\$33,035	38.0%	0%	100%	0%	0%
<b>3</b>	Sunnyside	77051	\$35,760	37.8%	100%	0%	0%	0%
<b>4</b>	Northgate	77060	\$34,195	34.8%	25%	75%	0%	0%
<b>5</b>	Settegast	77028	\$29,487	34.2%	100%	0%	0%	0%
<b>6</b>	South Park	77033	\$36,750	34.2%	100%	0%	0%	0%
<b>7</b>	Greater Fifth Ward	77026	\$31,744	32.0%	100%	0%	0%	0%
<b>8</b>	Gulfton	77081	\$37,594	31.9%	0%	0%	0%	100%
<b>9</b>	Galena Park	77547	\$44,330	31.8%	0%	100%	0%	0%
<b>10</b>	Acres Homes	77091	\$32,441	29.5%	90%	10%	0%	0%

### **Attachment CC – Questionnaire**

*Prospective Vendors should note if a question is not applicable to a Vendor, based on the proposed services provided.*

1. Describe your organization's experience with administrating and implementing Guaranteed Income, Universal Basic Income programs, or direct cash assistance programs in the past. What other experience does your organization have administering or managing similar/ relevant interventions, such as interventions intended to address poverty, prompt economic mobility, or promote financial stability?
2. Detail your organization's previous experience working with, and conducting outreach in, diverse and vulnerable populations that may face barriers to participation.
3. Does your organization have existing data-sharing agreements with government service or benefits entities (e.g., Texas Workforce Commission) to access administrative data such as individual employment status, earnings, public benefits utilization, healthcare utilization, etc.? Provide information on the entities and extent of the agreements.
4. Describe your organization's experience working with subcontractors to administer or manage a program.
5. What are the areas of concern or known barriers to economic mobility that might affect the success of this project? Are any such concerns or barriers unique to Harris County?
6. How do you approach designing a budget for your projects? What is your proposed budget, staffing plan, and expected resources needed for provision of the services that you have proposed?
7. With previous program administration and management efforts, what is your process for incorporating feedback and data-driven decisions from ongoing evaluation efforts?

## EXHIBIT B

## Subrecipient's Budget ("Budget")

# Budget Narrative

<b>GiveDirectly Budget</b>		
<b>Proposed Harris County Agency Budget</b>		
<b>Transfers to Recipients (Commitments)</b>	<b>\$17,352,000</b>	<b>90.9%</b>
Personnel	\$532,160	2.8%
Fringe Benefits	\$230,898	1.2%
Professional and Service Fees	\$779,238	4.1%
Travel	\$30,131	0.2%
Equipment	\$3,000	0.0%
Miscellaneous	\$5,000	0.0%
Indirect	\$158,043	0.8%
<b>Total Administrative Expenses</b>	<b>\$1,738,469</b>	<b>9.1%</b>
<b>Total</b>	<b>\$19,090,469</b>	<b>100.0%</b>

## Transfers to Recipients

In this budget revision, the total transfer amount increased slightly to account for paying a whole number of recipients. We assumed paying \$500/month to 1,928 recipients for 18 months (\$9,000 per recipient), which amounts to \$17,352,000. We decreased our program administrative costs by \$2,000 to account for the additional \$2,000 over the transfer budget of \$17,350,000, so the total budget is still under \$19,090,500.

Cash payments to recipients make up over 90% of our proposed budget, in line with the county's stated intention for the funds. The following table outlines this budget item.

<b># of Recipients</b>	<b>Transfer Size</b>	<b>Frequency (Months)</b>	<b>Total Budget</b>
1,928	\$500	18	\$17,352,000

## Personnel & Fringe

<b>Personnel Budget</b>				
<b>Employee</b>	<b>Annual Salary</b>	<b>Monthly LOE (Level-of-Effort)</b>	<b># of FTE</b>	<b>Total</b>
U.S. Country Director	\$140,000	7%	1	\$17,973
Senior Program Manager	\$99,000	38%	1	\$56,987
Houston-based Program Manager	\$81,400	100%	1	\$146,724
Houston-based Community Engagement Associate	\$68,400	100%	1	\$35,226
Program Manager (existing)	\$81,400	37%	2	\$27,778
Program Associate (existing)	\$68,400	35%	1	\$15,736
Outreach & Mobilization Manager	\$81,400	50%	1	\$20,961
Community Engagement Coordinators	\$52,000	63%	4	\$44,633
Internal Audit Manager	\$81,400	25%	1	\$15,568
Internal Audit Associate	\$68,400	40%	1	\$44,033
Internal Audit Field Officer	\$52,000	63%	1	\$43,518
Finance Manager	\$99,000	5%	1	\$8,922
Research Manager	\$81,400	8%	1	\$6,105
Safeguarding Associate	\$68,400	17%	1	\$19,272
Compliance Manager	\$99,000	5%	1	\$12,561
Data Associate	\$81,400	5%	1	\$2,096
Verification Agents	\$15,000	100%	10	\$10,000
US Human Resources Manager	\$81,400	20%	1	\$4,070
<b>Total</b>				<b>\$532,160</b>

In this budget revision, personnel costs have changed to account for project support from additional existing personnel and revised projections on short-term project staff.

The responsibilities of each of the above roles is described in the “Project Organization Chart” in “2. Firm Capacities and Resources.” Each team member’s budget estimate is based on the phase in which they will directly work on the program, in months, and multiplied by the estimated level of effort in each month.

Fringe benefits are applied to programs based on the standardized rates to cover employer payroll taxes, health insurance, workers compensation, and non-discretionary bonus, and allocated directly to programs based on the level of effort incurred by employees working on the program.

## Professional & Service Fees

In this budget revision, Professional & Service Fees has increased to account for potentially operating the help desk before the application launches, and increasing costs for the public relations & marketing vendor to ensure coverage of all deliverables. Our technology partner costs decreased based on a finalized scope of work.

As described more in-depth in “Project Mobilization” and “Use of Subcontractors”, GiveDirectly partners with key subcontractors to deliver our program. Of the \$779,238 budgeted for this category, approximately \$408,000 has been allocated to AidKit for fees, calculated on 1% transfers costs and costs associated with customized tech build. Related to our subcontract with Peak Support for customer service and helpdesk support, we expect to spend \$174,000 over the course of the program. Related to our outreach efforts, we’ve budgeted \$50,000 for microgrants to local CBOs for their involvement in mobilizing outreach and enrollment. To ensure a comprehensive, wide-reaching outreach program, we’ve set-aside \$100,000 for a public relations & marketing partner. The remaining professional & service cost we’ve set aside

will cover miscellaneous costs like temp agency fees, meeting spaces rental expense for application support and enrollment events.

## Travel, Miscellaneous, and Other

In this budget revision, travel costs have increased to account for additional staff travel.

In support of the local team members with community entry, design, and coordination with Harris County partners and stakeholders, the team estimates travel costs for four members to make six trips during the entire program, for a grand total of twenty-six days. The budget allows for flights, lodging, and per-diem to be available for these staff during these trips.

## Indirect

GiveDirectly does not have a federally-approved NICRA (Negotiated Indirect Cost Rate), and in accordance with 2 CFR 200.414, GiveDirectly elects to use the federally defined de minimis rate of 10%. This has been applied to the total direct costs of the project excluding cash transfers to recipients.

EXHIBIT C

CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

(Follows Behind)

**U.S. DEPARTMENT OF THE TREASURY**  
**CORONAVIRUS STATE FISCAL RECOVERY FUND**  
**AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part



180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. vii. viii. Governmentwide
- ix. Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. New Restrictions on Lobbying, 31 C.F.R. Part 21. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

- ii. iii. iv. i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; v. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Harris County by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency; A court or grand jury; or
  - vi. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT D

Required Federal Clauses

(Follows Behind)

## **FEDERAL REGULATIONS**

The Part 200 Uniform Requirements (2 CFR Part 200) require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,"; to the extent applicable to Subrecipient and this Agreement, the aforementioned provisions are included herein and incorporated by reference." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Subrecipients awarded contracts by Harris County which are federally funded, in whole or in part, are required to comply with the provisions below and incorporated herein, if applicable. Additionally, prime contractors with Harris County are required to include the provisions below and incorporated herein in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Harris County, all contracts made by Harris County under the Federal award shall contain provisions covering the following, as applicable.

### **INCREASING SEAT BELT USE IN THE UNITED STATES**

Subrecipient shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

### **REDUCING TEXT MESSAGING WHILE DRIVING**

Subrecipient shall encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient shall establish workplace safety policies to decrease accidents caused by distracted drivers.

### **DISABILITIES**

Subrecipient shall comply with all applicable federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Subrecipient shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (24 CFR Parts 8-9); 24 CFR 570.614; The Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards in Title 24, U.S.C. and associated regulations; the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

### **BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)**

Pursuant to 31 U.S.C. § 1352, if at any time during the contract term funding to contract exceeds \$100,000.00, the Subrecipient shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as laid out in a form available from County upon request.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## **DISCRIMINATION**

The Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (24 CFR Parts 8-9), the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), and the Age Discrimination Act prohibit Subrecipients from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, disability, or age. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

## **CLEAN AIR ACT and the FEDERAL WATER POLLUTION CONTROL ACT (2 CFR Appendix II to Part 200 (G))**

Subrecipient must comply with all provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended.

Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))**

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000 and the contract involves the employment of mechanics or laborers, the Subrecipient must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

## **COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)**

Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this contract.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **COST PLUS CONTRACTING PROHIBITED (2 CFR 200.324(D))**

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.324(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Harris County or Subrecipient to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

### **DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))**

Pursuant to 2 CFR 200 Appendix II (D), for any prime construction contract in excess of \$2,000, Subrecipient must comply with the Davis Bacon, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Subrecipient awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Harris County will provide a copy of the current Davis Bacon Wage Decision with this solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Subrecipient shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Subrecipient shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.



Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Harris County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true.

Harris County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

#### **DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))**

Pursuant to 2 CFR Appendix II to Part 200 (H), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Additionally, no contracts shall be awarded to any Subrecipient that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Subrecipient is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include

this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Subrecipient confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Subrecipient is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Harris County reserves the right to verify any Offeror’s status and document instances of debarment, suspension, or other ineligibility.

The Subrecipient shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Subrecipient further must notify Harris County in writing immediately if Subrecipient or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Subrecipient shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is later determined that Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Subrecipient agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **ENERGY EFFICIENCY (42 U.S.C. 6201)**

Subrecipient must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201, et seq.). Subrecipient must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

### **EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))**

Except as otherwise provided under 41 C.F.R. Part 60, to the extent the contract meets the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3, Subrecipient must comply with, and incorporate or cause to be incorporated into any contract for, or modification thereof, the following Equal Employment Opportunity:

During the performance of this contract, the contractor agrees as follows:

1. The subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the subrecipient's legal duty to furnish information.
4. The subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the subrecipient's noncompliance with the nondiscrimination clauses of

this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of subrecipients and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such

applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subrecipient must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non- exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

### **EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES**

During the performance of this contract, the Subrecipient must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Subrecipient shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Subrecipient shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Subrecipient to employ and advance in employment qualified individuals with disabilities.
- b. Subcontracts. The Subrecipient shall include the terms of this clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

### **EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60-300)**

Harris County is an equal opportunity employer of protected veterans. During the performance of this contract, the Subrecipient must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Subrecipient shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The subrecipient shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) in regard to any position for which the employee or applicant for employment is qualified. The subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures.
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
  - iii. Rates of pay or any other form of compensation and changes in compensation.
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  - v. Leaves of absence, sick leave, or any other leave.
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
  - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
  - viii. Activities sponsored by the contractor including social or recreational programs.
  - ix. Any other term, condition, or privilege of employment.
- c. The subrecipient shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the subrecipient other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, subrecipients must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the subrecipient's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the subrecipient from any requirements in Executive orders

or regulations regarding nondiscrimination in employment.

- e. Whenever a subrecipient, other than a state or local governmental subrecipient, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The subrecipient shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the subrecipient official responsible for hiring at each location. The “subrecipient official” may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the subrecipient that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the subrecipient uses any external job search organizations to assist in its hiring, the subrecipient shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the subrecipient’s first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the subrecipient shall provide updated information simultaneously with its next job listing. As long as the subrecipient is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The subrecipient may advise the employment service delivery system when it is no longer bound by this contract clause.
- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
  - i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the subrecipient’s organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days’ duration, and part-time employment.
  - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily

and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

- iii. Positions that will be filled from within the subrecipient's organization means employment openings for which no consideration will be given to persons outside the subrecipient's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the subrecipient proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The subrecipient shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The subrecipient must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the subrecipient, a subrecipient will satisfy its posting obligations by posting such notices in an electronic format, provided that the subrecipient provides computers that can access the electronic posting to such employees, or the subrecipient has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the subrecipient to notify job applicants of their rights if the subrecipient utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the



subrecipient is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

1. The subrecipient will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The subrecipient will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The subrecipient must, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

### **FAIR LABOR STANDARDS ACT**

Subrecipient must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Subrecipient will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act; the Texas Payday Law; the Equal Pay Act; Title VII of the Civil Rights Act of 1964; or any provisions of the Texas Labor Code, as amended.

### **OBLIGATION OF THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non- Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **LEAD-BASED PAINT (24 CFR 570.608)**

Subrecipient must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This provision is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

### **NON-COLLUSION (The Sherman Act)**

Subrecipient must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an

unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Subrecipient shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Subrecipients are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

## **NON-SEGREGATED FACILITIES**

“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

- b. The Subrecipient agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

- c. The Subrecipient shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)**

Subrecipient must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Subrecipients must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Subrecipients who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Offerors are required to facilitate Minority & Women-Owned Business Enterprise participation and must describe their MWBE Utilization Plan as part of their Offer. The MWBE Utilization Plan should include Offeror's subcontracting and hiring plans, as well as a list of the MWBE or HUB firms Offeror intends to utilize to perform the contract. Offerors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>. Offerors it, or its subcontractors, is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction.

Subrecipient must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers

throughout the life of the Contract. Failure to include a MWBE Utilization Plan may deem Statement of Qualifications non-responsive.

## **POTENTIAL CONFLICTS OF INTEREST**

Pursuant to 2 CFR 200.112, Subrecipient must comply with conflicts-of-interest requirements contained in the final rule promulgated by Treasury in connection with the Act, as well as any other conflicts-of-interest requirements imposed by federal law or any conflicts-of-interest policies adopted by relevant federal agencies, including without limitation Treasury. Subrecipient must also comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Subrecipient shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local governmental entity not later than 5 p.m. on the 7th business day after the date the Subrecipient becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a Statement of Qualifications for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Statement of Qualifications, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

## **PREVAILING WAGES (2 CFR 200 APPENDIX II (D) AND TEX. GOVT. CODE 2258)**

Subrecipient must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Subrecipient must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, prime construction contracts in excess of \$2,000 awarded by Harris County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Subrecipient must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Subrecipients must pay the greater wage rate. In addition, Subrecipient must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Subrecipient and any subcontractor

hired by Subrecipient for the construction of any public work, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference, if applicable. In submitting a Statement of Qualifications, Subrecipient and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law, unless federal law requires payment of greater wages. The Parties understand and agree that this Agreement, and any Purchase Orders and Change Orders, issued hereunder are not for "construction of any project" as define under the aforementioned Texas law.

Subrecipient must submit certified payroll of subrecipient and all subcontractors on a weekly basis. At County's request, Subrecipient must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview subrecipient, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Harris County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Subrecipient. If, for any length of time and as determined by Harris County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Subrecipient until such discrepancy is resolved and the necessary adjustment made. The Subrecipient shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Subrecipient shall impose these same obligations upon its Subcontractors. Subrecipient understands that with weekly or monthly certified payrolls, subrecipient is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

### **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)**

Subrecipient shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA

guidelines. In the performance of this Agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Subrecipient must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Subrecipient and its subcontractors pertaining to any matter resulting from the contract.

### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR Appendix II to Part 200)**

If applicable, the following clause is included: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### **TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)**

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

### **VERIFICATION NOT TO BOYCOTT ISRAEL**

As required by Texas law, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

## **VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS**

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Subrecipient's taxes become delinquent or Subrecipient becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Subrecipient's taxes are delinquent will be determined by an independent review of the Tax Office records. Subrecipients are encouraged to visit the Tax Office website at [www.hctax.net](http://www.hctax.net), set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Subrecipients who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Statement of Qualifications in order to ensure that their Qualifications will be considered. Furthermore, if, during the performance of this contract, a Subrecipient's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

## **WHISTLEBLOWER PROTECTION ACT**

Subrecipient, subcontractors, and employees working on this Project shall be subject 41 U.S.C. § 4712, which requires that an employee of a contractor, subcontractor, grantee, or sub grantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Subrecipient shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

## **DOMESTIC PREFERENCE REQUIREMENTS (2 C.F.R. § 200.322)**

- A. As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods,

products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Agreement. For purposes of this paragraph:

- 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)**

- A. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) available upon request from the County, as used in this clause—
- B. *Prohibitions.*
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;



- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are *not used* as a substantial or essential component of any system; and
    - ii. Are *not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

EXHIBIT E

FEDERAL AWARD IDENTIFICATION

(follows behind)

1. Subrecipient Name GiveDirectly, Inc.
2. Subrecipient's Unique Entity Identifier SUZLKRPRJ1K5
3. Federal Award Identification Number SLFRFP1966
4. Federal Award Date MARCH 19, 2021
5. Subaward Period Of Performance, Start Date and End Date October 10, 2023 – December 31, 2025
6. Subaward Budget Period Start Date And End Date October 10, 2023 – December 31, 2025
7. Amount of Federal Funds Obligated to the Subrecipient by the County \$19,090,500.00
8. Total Amount of Federal Funds Obligated to Subrecipient by the County, Including the Current Obligation \$19,090,500.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the County \$19,090,500.00
10. Federal Award Project Description Harris County has received funds pursuant to the ARPA. The ARPA established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and Harris County received an allocation of funds from the SLFRF under Sections 602 and 603 of the Social Security Act, as added by section 9901 of the ARPA. Harris County has elected to distribute funding from the SLFRF to eligible subrecipients.
11. Name of Federal Awarding Agency Department of the Treasury  
Name of Pass-Through Entity Harris County, Texas  
Contact Information for Pass-Through Entity Leah Barton  
1001 Preston, Suite 500  
Houston, Texas 77002
12. Assistance Listing Number and Title 21.027; *Coronavirus State & Local Fiscal Recovery Funds (CSLFRF), Coronavirus State and Local Fiscal Recovery Fund (CSFRF) and*

*Coronavirus Local Fiscal Recovery Fund  
(CLFRF)*

13. Is the Award for Research & Development?

No

14. Indirect Cost Rate

The County will reimburse Subrecipient for Indirect Costs at a rate of 10% as outlined in Exhibit B (Budget).

EXHIBIT F

Conflict of Interest Policy

(follows behind)

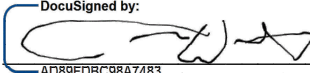
### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant or contract, the making of any Federal grant or contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ““Disclosure Form to Report Lobbying,”” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 3rd day of October, 2023.

By  DocuSigned by:  
AD89FDBC98A7483 \_\_\_\_\_  
(Signature)

Jason Watters

\_\_\_\_\_  
(Type or Print Name)

Chief Financial Officer

\_\_\_\_\_  
(Title)

Covered Action: \_\_\_\_\_

**All Applicants**

The standards in 2 CFR 200, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has **a financial or other interest** in or a tangible personal benefit from the firm selection for an award or considered for a contract.

**IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:**

I certify that no conflict of interest exists between Harris County and GiveDirectly, Inc.

\_\_\_\_\_  
(Name of Organization)

I certify that no conflict of interest exists between the subcontractors of and GiveDirectly, Inc.

\_\_\_\_\_  
(Name of Organization)

**IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:**

I certify that a conflict of interest does exist between Harris County and

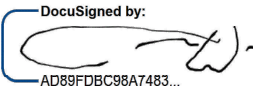
\_\_\_\_\_  
(Name of Organization)

I certify that a conflict of interest does exist between \_\_\_\_\_ and (Name of subcontractor)

\_\_\_\_\_  
(Name of Organization)

Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).

\_\_\_\_\_  
Signature of Authorized Agency Official Typed Name and Title

DocuSigned by:  
 October 2, 2023 | 5:47 PM EDT  
AD89FDBC98A7483...

Jason Watters, Chief Financial Officer



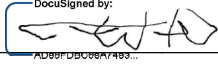
## EXHIBIT G

Subrecipient's Response to Request for Proposal for Job #23/0271

## Attachment A RFP & ADDENDA ACKNOWLEDGEMENT

### Addenda Acknowledgement

As required by this solicitation, the undersigned Offeror hereby acknowledges receipt of all Addenda through and including:

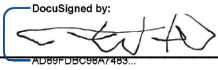
<u>Addendum Number</u>	<u>Dated</u>	<u>Signature</u>
<u>_No 1 - 23027_</u>	<u>August 1, 2023</u>	
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

No addenda were received

### RFP Acknowledgement

This acknowledgment shall be signed, in ink, by a corporate officer, partner, or proprietor:

I certify that this Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same contract opportunity and is in all respects fair and without collusion or fraud. I am authorized to sign this Acknowledgement for the Offeror and agreed to abide by all conditions of this Request for Proposals (RFP) and certify that I have read and understand the RFP documents in their entirety. In signing this Acknowledgement, I attest that under this contract opportunity I shall provide the services identified in this Request for Proposals according to the published provisions of this RFP. I certify that all statements made are true, complete and correct.

  
\_\_\_\_\_

August 4, 2023 | 1:40 PM EDT

\_\_\_\_\_

**Authorized Signature**

**Date**

Authorized Representative Name (First & Last): Jason Watters

Company Name: GiveDirectly, Inc.

Company Address: Po Box 3221 New York, NY 10008

Offeror DUNS Number: UEI: SUZLKRPRJ1K5

Telephone: 646-504-4837 Fax: NA e-mail: grants@givedirectly.org

Attachment C  
**CERTIFICATION REGARDING LOBBYING**

(To be submitted with each Proposal for contract opportunities expected to exceed \$100,000)

The undersigned [Offeror] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Offerors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Offeror, GiveDirectly, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Offeror understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Jason Watters, Chief Financial officer

\_\_\_\_\_  
Print Name and Title of Offeror's Authorized Official

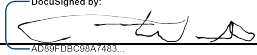
DocuSigned by:  
  
AD89FDBC98A7483...

\_\_\_\_\_  
Signature of Offeror's Authorized Official

August 3, 2023 | 10:08 AM EDT

\_\_\_\_\_  
Date

Attachment C  
**CERTIFICATION REGARDING LOBBYING**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime GiveDirectly, Inc. Subawardee PO Box 3221 Tier If Known: NY, NY 10008  <b>Congressional District, if known:</b> 12	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Harris County Public Health Services 2223 West Loop South, Houston, TX 77027  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>  United States Department of the Treasury	<b>7. Federal Program Name/Description:</b> RFP - Uplift Harris Administrator for Harris County Public Health Services (ARPA) CFDA Number, <i>if applicable</i>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>  NA - GiveDirectly, Inc. does not have any lobbying registrants to report	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b> NA	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure</b>	<b>Signature:</b>  <b>Print Name:</b> Jason Watters <b>Title:</b> Chief Financial Officer <b>Telephone No.:</b> 646-504-4837 <b>Date:</b> August 3, 2023	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction          Standard Form – LLL (Rev. 7-97)</b>	



# Capacity and Resources

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Comments on RFP Requirements and Conditions for Success	2
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# Firm Capacity & Resources

## Overall Capability

GiveDirectly is currently managing 26 cash programs in 10 countries, and we made \$211M in commitments to recipients in 2022. Our current programs span a range of outcomes and focus populations, including nutrition programs focused on pregnant women and young children, universal basic and guaranteed income programs, support to refugees, and humanitarian relief programs in conflict- and disaster-prone countries. In the U.S., we are currently running three guaranteed income cash programs, and operate Emergency Response and Disaster Relief cash programs.

GiveDirectly has the capacity to staff up rapidly to ensure we can meet the needs of Harris County's guaranteed income pilot. We have already identified core staff to support this pilot program, and we will make additional hires for a full time Program Manager and Community Engagement Associate immediately upon notification of award.

GiveDirectly will apply its experience administering guaranteed income and disaster-response programs (as described in [Relevant Projects](#) and elsewhere in this proposal), to the administration of the Uplift Harris County Pilot. We have demonstrated capabilities in the areas of:

- **Program design:** We work with partners to finalize eligibility criteria, verification strategies, intake / enrollment, payment options, and other key design decisions.
- **Mobilization & targeting:** We work with local partners to target communities in need, determine eligibility criteria, and get the word out.
- **Technology:** Through our partnership with AidKit we build a technology platform to host seamless mobile-friendly applications, enrollment forms and payment systems. These allow us to implement world-class digital survey and beneficiary management systems that enable an auditable digital trail of all recipient touch-points and fully configurable program design (e.g. targeting rules, payment size, etc.)
- **Verification:** We design verification processes that minimize applicant burden and ensure all applicants get a fair chance while mitigating risk of fraud by leveraging administrative data and vetted partner lists to rapidly verify eligibility, saving human checks for edge cases.
- **Recipient experience and customer service:** We have paid people living in nearly every single U.S. state and territory and we have built customer service capabilities to meet the needs of people who speak different languages and have different relationships to technology. We have found success using a combination of user-friendly webforms in multiple languages to automate responses to common questions and escalate to outbound phone calls for more challenging issues. Our U.S. programs provide customer service to recipients in English and Spanish. More than 93% of sampled U.S. recipients report being "satisfied" or "very satisfied" with GiveDirectly's customer service.
- **Payment selection and troubleshooting:** With AidKit we use an online payment system that enables participants to select the payment method, ACH or pre-paid debit, that works best for them in a seamless, integrated way.

- **Monitoring and evaluation:** We regularly collect voluntary recipient data via online, phone-based, and/or in-person surveys, following appropriate protocols to ensure we obtain consent and safeguard recipient data. Examples of data that we collect include: (i) spending across categories, incl. accounts, food, transportation, clothing, household goods, childcare, healthcare and medication; (ii) impact categories describing how cash has affected recipients and their families.
- **Anti-fraud:** We have experience scaling both embedded and fully independent audit functions to monitor and prevent safeguarding, fraud, theft, and bribery incidents; use of automated checks within beneficiary management systems to flag suspicious cases, verify and de-duplicate identities, and vet potential recipients against watch lists.

## Comments on RFP Requirements and Conditions for Success

GiveDirectly has the capacity, experience, and partnerships to deliver on the requirements of the RFP as currently outlined.

In previous program administration roles, GiveDirectly has identified several factors that had significant impact on the timeliness, cost, and/or success and effectiveness of the program:

- Adjustments to outreach strategies or goals mid-course - e.g. significantly changing the required composition of the applicant pool or other requirements of outreach
- Timeline adjustments - externally mandated timeline adjustments can be managed only with appropriate and commensurate resource allocation
- Language requirements - adding additional language requirements for application materials
- Research - delays in the procurement of a research partner and IRB submission will absolutely result in program delays. GiveDirectly will work carefully with the research partner to ensure our application and enrollment language contains the necessary consents and baseline questions, but those require IRB approval, meaning that application release would be gated on research design finalization and IRB approval

Beyond this, success requires us to hew relatively closely to the high-level design recommendations are outlined in more detail throughout the proposal, and include:

- A 10-12-week period of project design and refinement,
- A 3-week application period,
- A random sampling strategy for verification,
- A hybrid approach to enrollment, and
- Segmented benefits counseling.

This timeline allows for project customization based on County, evaluation partner, and other stakeholders' contributions.

As a reference for our performance on similar programs, we launched the application for the Cook County Promise Pilot within 13 weeks of award notification. We began enrollment for the program 18 weeks after award notification. Finally, we delivered the first payments for the program 23 weeks after award notification.

## Personnel, Managerial, and Other Resources

On average, we expect we can recruit, vet, and fill full-time project staff roles within 6 weeks of award. We will also be able to identify part-time or temporary staff to serve as benefits counselors, application and enrollment assistants, and other roles as needed within 4 weeks of launch.

We customarily recruit temp and contract staff on a rapid timeline (<2 weeks) for our disaster response program, and we have the hiring infrastructure in place to quickly post positions, leveraging our networks and partner networks to identify high-quality staff.

In Cook County, we recruited and trained our full cadre of temporary enrollment assistants and benefits counselors in less than 15 weeks from award. We provide temporary workers with flexible schedules, and hybrid in-person and remote work, depending on project phase and needs. Generally GiveDirectly will not provide benefits for temporary staff with less than 3 month contracts, given the cost of administering benefits and lag-time for benefits to become accessible after enrollment; however, we increase hourly wages commensurately to ensure fair compensation.

## Overall Staffing Size and Capacity

### 1. Global GiveDirectly Staff

Our global team consists of 125 shared services staff focused on cash delivery innovation, recipient safeguarding, research, field technology, fundraising, communications, finance, legal, and compliance. Our global team provides support, guidance, and oversight to our country-level operations teams. GiveDirectly's global team is well-equipped to manage our current portfolio of projects and to take on new commitments this year.

### 2. Existing GiveDirectly U.S. Operations Staff

At launch, GiveDirectly's U.S. Country Director, a Senior Program Manager, a Program Manager, and a Community Engagement Associate will support the pre-application and design phases of the project. We will also have part-time Safeguarding and Internal Audit staff supporting escalations, referrals, audit, and investigations. We will also leverage the expertise of a variety of existing staff across operational domains including finance, research, communications, data, and compliance.

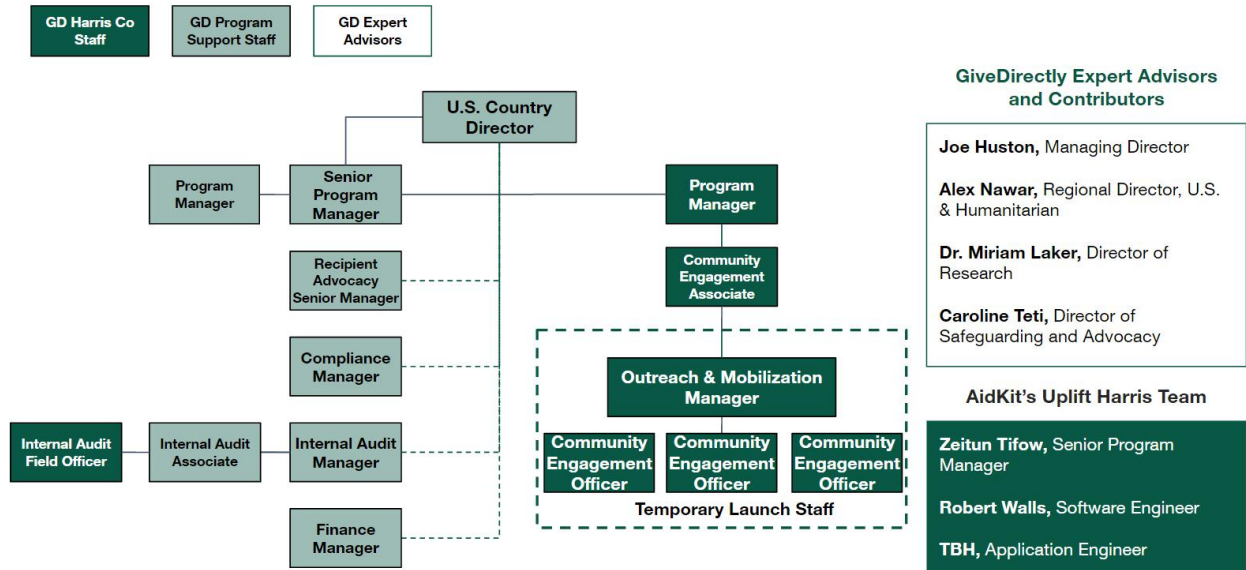
### 3. AidKit Staff

AidKit boasts a highly skilled team of 20 individuals (and growing), specializing in human-centered design, software engineering, and relevant technical domains essential for providing an unparalleled end-to-end experience in cash assistance programs. Our exceptional workforce includes software engineers, program managers, and data analysts to ensure that the quality and consistency of our platform scales alongside our partners.





## Summary Matrix of Staff



GiveDirectly anticipates hiring two full-time dedicated staff for the peak project phases to support this project end-to-end, in addition to a cadre of part-time or temporary staff to support during peak operational periods (outreach, application, enrollment, and benefits counseling). AidKit will dedicate the time of a Senior Program Manager, Software Engineer and Application Engineer while also providing oversight from both the CTO and COO to guarantee operational and technical success.

GiveDirectly has robust experience with the simultaneous management of multiple projects. At present the US team is operating and/or launching 5 projects. Our staffing model is designed to be responsive to individual project needs, with an understanding that staffing requirements shift throughout the life cycle of the project. As such, we have accounted for three categories of staff:

- Full-time project-dedicated staff,
- Temporary staff during peak periods,
- Existing operational support staff.



# Experience and Qualifications

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## Specific Experience

### GiveDirectly

GiveDirectly has extensive experience managing large, multi-stakeholder cash programs funded by both private and public sources. In the last decade, GiveDirectly has delivered \$950M+ to 1.48M+ recipients in 14 countries in the form of basic income and other unconditional cash transfers. In the US alone, we have committed \$280M+ to 205K+ families since 2017.

GiveDirectly has deep experience designing, implementing, and evaluating cash programs, and we are currently running three of the country's largest guaranteed income (GI) initiatives:

- In 2022, GiveDirectly was selected to administer the [Chicago Resilient Communities](#) pilot. In partnership with the City of Chicago's Mayor's Office and Department of Family and Support Services, as well as our technology partner, AidKit, we built an open web-based application which received over 175,000 applications; completed manual review of over 12K applications; selected and enrolled 5,000 recipients from every city ward, and delivered 12 months of timely payments. 98% of payments were delivered successfully on the first attempt.
- In 2022, GiveDirectly was also selected to administer the [Cook County Promise cash assistance pilot](#). This pilot is in partnership with the Cook County Bureau for Economic Development, and technology partner AidKit. In less than 6 months, we launched an application receiving over 230,000 applications from a diverse group of Cook County residents; verified over 12,000 applicants for selection to research; and issued first payments to 3,250 recipients. This two year program is ongoing.
- In partnership with the [Georgia Resilience and Opportunity Fund](#), GiveDirectly manages "[In Her Hands.](#)" the largest guaranteed income program [focused on Black women](#) in the U.S., which is now in the planning stages for expansion.

To date, all of our projects have been completed on time and within budget. Each program is detailed in [Relevant Projects](#).

GiveDirectly is also running the world's longest-running basic income program (a \$30M randomized controlled trial in Kenya testing up to 12 years of transfers) In 2020 we launched the largest privately-funded emergency COVID-19 cash relief program in the U.S. (\$200M).

### AidKit

AidKit is a social impact company that delivers aid with dignity, specializing in providing technology solutions and implementation services to agencies administering cash assistance programs at scale. Since 2020, AidKit has partnered with state and local governments across the United States, co-designing and implementing more than 30 cash assistance programs. With each program, AidKit has developed custom application and eligibility verification tools and databases tailored to meet unique specifications, honing its platform for end-to-end cash assistance program management.

AidKit's platform offers a range of valuable tools that streamline administrative processes, amplify program impact, and safeguard participants' data. AidKit's technology expertly balances integrity and accessibility, preventing fraud and waste while ensuring that marginalized individuals can access the support they need.

RFP - Uplift Harris Administrator for Harris County Public Health Services (ARPA)  
Ref. # 23/0271



Rooted in philanthropy, AidKit grew from the Left Behind Workers Fund, which provided direct aid to workers without documentation in Colorado. The experience gained from this program led to the development of features and automations that enhance impact and efficiency. Today, AidKit continues to make a significant impact, delivering over \$150 million in direct cash aid to more than 75,000 individuals, with an additional \$100+ million in funds committed. With a commitment to empowering direct cash and guaranteed income programs across the country, AidKit aims to be a powerful ally to agencies looking to effectively and efficiently assist communities in need.

GiveDirectly and AidKit have partnered on both the Chicago Resilient Communities and the Cook County Promise projects.

## Relevant Projects

<b>Name:</b> In Her Hands	<b>Status:</b> Ongoing [Apr 2022 - present]
<p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>• Support Black women experiencing financial insecurity in Georgia to achieve greater financial stability, overcome wealth decelerators, and enable greater choice and agency.</li> <li>• Generate and disseminate insights to promote more racially inclusive, just, public policies in the U.S. by examining understudied aspects of guaranteed income in the U.S., engaging communities and recipients in the design process, uplifting recipient voices and experience, and centering a lens of racial equity in the process.</li> </ul>	
<p><b>Overview:</b> In Her Hands is a guaranteed income initiative led jointly by GiveDirectly and our partner the Georgia Resilience and Opportunity (GRO) Fund, who have worked closely together to design, launch, and administer the program. In Her Hands provides average monthly payments of \$850, no strings attached, to 654 low-income women across Georgia for a period of two years. The program was designed with a particular focus on Black women and currently operates in three geographic sites: Atlanta’s Old Fourth Ward neighborhood; Terrell, Randolph, and Clay counties; and College Park. The application for the first geographic site, in the Old Fourth Ward, opened in April 2022, and recipients across all sites had received their first payment by October 2022. The program aims to expand in 2024.</p>	
<p><b>Results:</b></p> <ul style="list-style-type: none"> <li>• Knocked on over 4,000 doors to promote awareness of the program</li> <li>• Coordinated with 40+ community partners to reach potential recipients</li> <li>• Received over 15,000 applications statewide</li> </ul> <p>From a recent non-experimental survey of program participants:</p> <ul style="list-style-type: none"> <li>• ~98% of participants reported being “very satisfied” or “satisfied” with the program</li> <li>• 94% of participants who faced a financial emergency report that the payments have helped them address a financial emergency</li> <li>• 82% report feeling more financially secure than before the program started</li> <li>• 17% report having enough money for childcare, up from 6% at the start of the program</li> <li>• 70% believe the payments will continue to impact their lives after the program ends</li> </ul>	
<b>Funder:</b> Multiple (private)   <b>Partner:</b> GRO Fund	<b>Location:</b> Georgia, USA



<b>Name:</b> Chicago Resilient Communities Pilot	<b>Status:</b> Complete [Apr 2022 - July 2023]
<p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>• Mitigate economic hardships for low-income households who have been hard hit by COVID-19</li> <li>• Improve the financial stability, health, and well-being of program participants and their families</li> <li>• Improve and promote the City's capacity to create and deliver impactful, inclusive, people-centered anti-poverty programs that build on the existing safety net</li> <li>• Enable policymakers and advocates across local, state, and federal levels to learn from our pilot, the largest program by reach in the US</li> </ul>	
<p><b>Overview:</b> GiveDirectly was the Program Administrator, in partnership with AidKit, on this \$31.5 guaranteed income Pilot. This pilot served 5,000 low income Chicagoans selected through an open application, available in 6 languages, and a citywide lottery to receive \$500 per month for twelve months, with no strings attached. Over 12,000 applications were manually verified to ensure unbiased and equitable selection of participants and a research control group aligned with the City's priority populations.</p>	
<p><b>Results:</b></p> <ul style="list-style-type: none"> <li>• Over 175,000 applications submitted from every City Ward</li> <li>• 98% of payments successfully delivered on first attempt</li> <li>• 86% satisfaction rate on customer service tickets</li> </ul> <p>From our non-experimental survey of program participants:</p> <ul style="list-style-type: none"> <li>• ~98% of participants reported being "very satisfied" or "satisfied" with the program</li> <li>• ~20% increase of participants who report having savings from program midpoint to program end</li> <li>• ~92% of participants who faced a financial emergency report that the payment helped them address it</li> </ul>	
<p><b>Funder:</b> City of Chicago (American Rescue Plan Act Funds) <b>  Partner:</b> AidKit</p>	<b>Location:</b> Chicago, IL, USA

<b>Name:</b> Cook County Promise	<b>Status:</b> Ongoing [Oct 2022 - Feb 2025]
<p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>• Help participants recover from economic impacts of COVID-19, achieve financial stability, and improve economic mobility</li> <li>• Improve participants' mental and physical health</li> <li>• Understand how guaranteed income impacts immediate participants, as well as community members overall</li> <li>• Understand how guaranteed income impacts local small businesses and organizations</li> <li>• Understand how, in the context of the suburbanization of poverty, guaranteed income may uniquely impact suburban populations</li> <li>• Help Cook County build the long-term systems and infrastructure necessary to run a permanent guaranteed income program</li> </ul>	
<p><b>Overview:</b> GiveDirectly, in partnership with AidKit, is the program administrator on the Cook County</p>	



Promise Guaranteed Income Pilot. This pilot provides unconditional \$500 monthly cash payments to 3,250 low-to-moderate income families in Cook County for a period of two years. The County held an open application period in October 2022 and participants were selected by lottery in November 2022. First payments began in December 2022 and payments will continue through February 2025.

#### Results:

From our first quarter non-experimental survey of program participants we've found the following:

- 74% of participants report feeling more financially secure than they did before the program began
- ~93% of participants participants who faced a financial emergency report that the payment helped them to address the financial emergency
- ~69% of participants reported that they've received some or all needed healthcare since receiving payments
- ~98% of participants reported being "very satisfied" or "satisfied" with the program

**Funder:** Cook County (American Rescue Plan Act Funds) |  
**Partner:** AidKit

**Location:** Cook County, IL, USA

## Project Team

### GiveDirectly

#### *Project Team*

The GiveDirectly team will be led by our US Country Director, Sarah Moran, who will manage i) a team of dedicated Uplift Harris County Program staff as well as ii) a team of existing support staff who will collaborate with the dedicated staff on key aspects of the program. The dedicated Uplift Harris County Program staff will consist of a full-time Program Manager and Community Engagement Associate as well as a team of 4 staff hired temporarily during the program's launch phase. The team of support staff will include Program Managers that oversee project management, coordination, and reporting functions as well as specialized staff dedicated to safeguarding, quality assurance, and compliance functions.

#### *Years of Experience*

The GiveDirectly team has 6 years of experience working on cash transfers programs to marginalized communities in the United States and over 2 years of experience working specifically on guaranteed income programs. Key staff working on safeguarding, quality assurance, and compliance have more than a decade of experience in their respective functions.

#### *Anticipated Role*

GiveDirectly will be the Program Administrator for the Uplift Harris County program. Drawing on our extensive experience with cash transfer programs in the United States and internationally, we will work collaboratively with Harris County, the evaluation partner, Aidkit, and other contractors and stakeholders as necessary to design and deliver a program that meets the County's needs and is structured in such a way as to facilitate a high-quality, rigorous evaluation of the impacts. We will lead stakeholder coordination, provide input on the design of the cash transfers, oversee community outreach, administer

RFP - Uplift Harris Administrator for Harris County Public Health Services (ARPA)  
Ref. # 23/0271



payments, and work with the county to collect and report on data related to the program's operational performance and impact.

## **AidKit**

### *Project Team*

The AidKit implementation team will be led by COO and Senior Advisor, Andrew Marshall, who will oversee the Senior Program Manager, Zeitun Tifow and an Application Engineer, yet to be assigned. Andy Marshall is the former founder and COO of Solidyn Solutions, a technology company that provided engineering talent and cloud solutions to government customers. Andy has also served as an advisor and partner for Blackstone Entrepreneurs Network and Social Venture Partners. Andy has been leading companies and teams for more than 30 years.

On the engineering team, AidKit's CTO Ben Newhouse will oversee Robert Walls, one of AidKit's talented platform engineers who will serve as the technical lead on this program. Ben Newhouse, co-founder and CTO at AidKit, holds a bachelor's degree from Stanford University and has been programming for three decades. Prior to starting AidKit, he founded a consumer-facing computer vision company (Bubbli) that was later acquired by Dropbox, where he led their entire core technology (Sync) engineering organization. He has deep experience in building technology to fit the needs and scale of anywhere from ten to hundreds of millions of people.

### *Years of Experience*

AidKit has three years of experience providing technology to support the administration of cash assistance and guaranteed income programs through the United States. AidKit's team boasts over 100 years of combined experience in software engineering and more than 70 years of program management experience serving marginalized communities.

### *Anticipated Role*

AidKit will be the technology backbone of the Uplift Harris County program by providing a comprehensive platform to support GiveDirectly and Harris County in its implementation.

- Co-design to ensure efficient, tech-enabled processes
- Application build
- Outreach monitoring
- Automated checks and verification support
- Integrated two-way communication with participants
- Data collection and tracking for enrollment and benefits counseling
- Payment disbursement
- Customer support ticketing system

## **Peak Support**

### *Project Team*

[Peak Support](#) provides high quality customer service support. The Peak Support team is led by Maria Ebrahimi, Senior Client Services Manager, who will oversee a team of trained customer service agents.

RFP - Uplift Harris Administrator for Harris County Public Health Services (ARPA)  
Ref. # 23/0271



*Years of Experience*

Peak Support has been providing high quality outsourced customer service for 8 years. Their customer service agents have an average of 8 years of customer service experience.

*Anticipated Role*

Peak Support will provide a team of customer support agents to staff the Uplift Harris County pilot Help Desk, to ensure a high quality experience for applicants, participants, and others with Harris County Uplift questions and support needs. Services will include:

- Providing trained customer service agents to staff a Help Desk via inbound and outbound phone calls, email, and webform submission.
- Responding to daily (Monday-Friday) applicant, participant and other public inquiries related to the Uplift Harris County program with a high level of customer service
- Maintaining and improving help desk operational processes (e.g. ticket escalation protocols)
- Leading ongoing coaching and training of customer service agents
- Providing regular reporting on key performance indicators
- Conducting regular audits for both security and quality assurance purpose



## Contact

[www.linkedin.com/in/zeituntifow](https://www.linkedin.com/in/zeituntifow)  
(LinkedIn)

## Top Skills

Program Management  
Program Evaluation  
African Development

## Languages

English (Full Professional)  
Kiswahili (Native or Bilingual)  
Somali (Native or Bilingual)

# Zeitun Tifow, MS

Global NGO Leader: Program Management, Development & Humanitarian Assistance, M&E, Grants, Partnerships, Strategic Planning, Fundraising, Capacity Building  
Washington, District of Columbia, United States

## Summary

Energetic and driven professional with comprehensive accomplishments leading program strategy, implementation, localization, impact evaluations, and diverse cross-functional teams to achieve goals. Innovative thinker with global development and humanitarian relief experience. Improve performance and results when facing big challenges and limited resources via superior operational competence.

Broad success developing and executing plans in complex, fast-paced, high-risk environments. Create and implement projects by analyzing details to identify donor requirements and stakeholder relationships. Organized, creative problem-solver who guides diverse teams through challenging projects. Expertise managing \$20M budgets, contracts and advising executives.

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## Experience

### AidKit

Senior Programs Manager  
May 2023 - Present (3 months)  
Washington, District of Columbia, United States

### School-to-School International

Technical Manager  
April 2022 - January 2023 (10 months)  
Washington, District of Columbia, United States

- Supervised technical, financial, and contractual compliance of \$3.2M projects in Uganda, Rwanda, Malawi, Sierra Leone, Nigeria, Nepal, and Papua New Guinea.
- Adapted Early Grade Reading Assessment (EGRA) tools to measure learning in communities with disabilities (Blind, Low Vision, Deaf, Hard of Hearing)

- Oversaw study budget, design, quantitative/qualitative tools, digital data collection, analysis, reporting, and staff training.
- Achieved objectives by leading team meetings, setting priorities, allocating tasks, writing reports, and mentoring staff.
- Manage baseline, midline, and endline evaluation of education projects implemented by international organizations, i.e., Chemonics and fhi360.
- Ensured program success via effective communication with funders, implementing partners, and project field staff.
- Prepared monthly, quarterly, and annual reports on all projects to funders.
- Supervised field staff and home office junior staff and facilitated performance feedback and annual appraisals.

## RACIDA

### Regional Programs Manager

October 2017 - October 2021 (4 years 1 month)

Nairobi County, Kenya

#### ◆ Executive Leadership, Strategy

- Advised Executive Director on policy development, programs, partners, and implementation as a senior leader.
- Assessed RACIDA's operational and strategic performance to a strategic plan, government needs, and competitive groups.
- Ensured organization continuity during COVID-19 by rapidly deploying digital collaboration, operations, and workflow tools.

#### ◆ Fundraising, Government & Donor Relations

- Managed \$17M in funds from USAID, UN, EU, Catholic Charities, DFID, BMZ, DKH, SV, World Jewish Relief, and Mercy Corps.
- Empowered RACIDA finances by engaging with current funders and building new government, private, philanthropic donors.

#### ◆ Program Management

- Oversaw regional programs for food security, nutrition, livelihood, health, education, natural resources, peace, and security.
- Ensured programs followed donor award policies by managing compliance with grants, contracts, and security procedures.
- Recruited, trained, evaluated, and developed a top-performing team of 35 program staff in Kenya, Ethiopia, and Somalia.
- Leveraged collaborative partnerships with NGOs, nonprofits, government agencies, companies, and individual influencers.
- Led turnaround of an underperforming team via decisive, fast improvements to people, processes, and tools.

## Nexus Fund

### Grants Manager

May 2016 - September 2017 (1 year 5 months)

Washington, District of Columbia, United States

Nexus provides grants for preventing genocide, ethnic cleansing, crimes against humanity, and atrocities in Myanmar and Nigeria.

- Reviewed, selected, and prioritized grant proposals and monitored deployment for averting atrocities & dangerous speech.
- Managed \$1M in grants spread across 40 countries.
- Researched and built a database of organizations in sub-Saharan Africa working on human rights and atrocity prevention.
- Used Salesforce CRM software to capture donor information and developed a strategy for donor stewardship.
- Developed marketing strategy and materials for the 2016 Dangerous Speech Global Fund launch.
- Partnered with internal and external peers, leaders, and agencies to facilitate and collaborate on initiatives.

## International Peace & Security Institute

### Program Associate

May 2015 - December 2015 (8 months)

Washington, District of Columbia, United States

- Managed peace process simulation and M&E training module for National Action Plans on UNSCR 1325 acknowledged armed conflict's disproportionate and unique impact on women and girls.
- Advocated for the perspective of special needs of women and girls during conflict, repatriation, resettlement, rehabilitation, reintegration, and post-conflict reconstruction.
- Conducted research on six conflict case studies, including Colombia, South Sudan, Liberia, Afghanistan, Myanmar, the Philippines, and their peace processes that would be used in the simulation development.
- Incorporated critical concepts related to strategic planning and program design throughout the modules to help participants think about M&E in the larger context of designing and planning an effective program or project.

## UN Women

### Intern

January 2015 - May 2015 (5 months)

New York, New York, United States

- Researched issues in preparation for the 2015 Global Study on Women, Peace, and Security;
- Researched UN Women records of National Action Plans, opportunities, constraints, and implementation lessons learned.
- Providing technical support to prepare CSW59, Beijing plus 20, and review of UN Security Council 1325.
- Wrote reports on issues of women, peace, security, and democratic governance.

### Frontiers - Adventures in Learning

#### Graduate Consultant

May 2014 - July 2014 (3 months)

Kigali City, Rwanda

Worked on the initial implementation of the peacebuilding project with partner organization OBCP.

- Developed Frontiers organization capacity, including website development, staff report writing skills.
- Conducted one-week training workshop on entrepreneurial skills development for university graduates alongside my supervisor.

### Outward Bound Center for Peacebuilding

#### Graduate Consultant

January 2014 - May 2014 (5 months)

Kigali City, Rwanda

- Developed a comprehensive proposal, including experiential program design, evaluation strategy, and budget for a 3-year program in Rwanda
- Assisted with fundraising for programs, including proposals, and research on possible funders
- Developed a conflict assessment of Rwanda for OBCP looking at political, social, gender, and economic factors in Rwanda and their influences in conflict and the impact of genocide on nation building
- Worked on research and writing related to content for the website of OBCP
- Developed a fundraising strategy for my trip to Rwanda to oversee the initial implementation of the proposed OBCP project with the partner organization Frontiers Adventures Great Lakes. Raised a final amount of \$4500 over the course of three weeks.

## Association des Amis de Jean Bosco

Volunteer, Rabat Hospital

May 2012 - July 2012 (3 months)

Rabat, Rabat-Salé-Kenitra, Morocco

- Worked with attendants and physicians to develop a recreational program with the children in the asthma ward
- Conducted focus group discussions with the female patients at the hospital to get a better understanding of their lives and economic adversities they faced

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## Education

### New York University

Master of Science - MS, Global Affairs, Peacebuilding and International Development · (2013 - 2015)

### Towson University

Bachelor of Arts - BA, International Relations and Affairs · (2010 - May 2013)

# Sarina Jain

sarinajain5@gmail.com | +1 (847)-977-6982

## PROFESSIONAL EXPERIENCE

[GiveDirectly](#) (New York, NY)

August 2020 – Present

*US Manager*

- Managed day-to-day operations for the U.S. COVID response program and directly oversaw the distribution of more than \$50M to recipients
- Provided fundraising, partnerships, research, and operations support on a new US guaranteed income pilot program
- Supervised a team of agents who handled the recipient help desk; implemented various process improvements to increase overall efficiency

[Innovations for Poverty Action](#) (Tamale, Ghana)

August 2019 – August 2020

*Senior Research Associate*

- Led all aspects of data and field management for an endline survey of 3,000 households across Northern Ghana
- Managed a cash transfer study that was launched in rapid response to the COVID outbreak in Ghana; hired project staff, supervised data and programming work, coordinated delivery of the cash transfers, and led communications with Principal Investigators
- Managed a \$1.9M project budget with 4+ active grants; prepared and submitted grant deliverables in a timely manner
- Directly managed 1 research associate and 2 field managers
- Nominated to join the IPA Technical Influencers network; one of 16 people selected to attend the Africa Region Research & Data Summit in Rwanda in March 2020

[Global Poverty Research Lab, Northwestern University](#) (Chicago, IL)

October 2017 – July 2019

*Research Analyst*

- Led the survey design and programming, data collection, and data cleaning of a large-scale panel survey throughout Ghana that has tracked more than 5,000 households for more than 10 years
- Developed code in Stata to perform data quality checks and run cleaning code for incoming survey data
- Worked closely with Professors Christopher Udry & Dean Karlan to provide data support for various projects
- Created technical resources and templates, wrote donor reports, and supervised undergraduate research assistants

## RESEARCH EXPERIENCE

[Georgetown University Initiative on Innovation, Development, and Evaluation](#) (Washington, DC)

May 2017 – August 2017

*Research Assistant to Professor Billy Jack*

- Collected data from over 1,000 traffic accident reports using SurveyCTO, to assess the impact of a behavioral intervention targeted at improving road safety in Uganda
- Performed an audit by comparing this information to previously entered data on the accident reports; conducted analysis in Stata to flag discrepancies between the two datasets

[Georgetown University, International Development Program](#) (Washington, DC)

December 2015 – February 2016

*Research Assistant to Professor Shareen Joshi*

- Collected data on the effectiveness of 80+ Common Effluent Treatment Plants (CETPs) in reducing industrial pollution across India
- Constructed and maintained a database to organize this information

## EDUCATION

Northwestern University, School of Professional Studies

January 2018 – August 2018

- Post-Baccalaureate Studies in Mathematics, Cumulative GPA: 4.0/4.0
- Relevant coursework: Integral Calculus of One-Variable Functions, Differential Calculus of Multivariable Functions, and Multiple Integration and Vector Calculus

Georgetown University, Edmund A. Walsh School of Foreign Service

August 2013 – May 2017

- Bachelor of Science in Foreign Service, Cumulative GPA: 3.93/4.0, Summa Cum Laude
- Major: International Economics with a concentration in International Development
- Member of Phi Beta Kappa Academic Honor Society
- Recipient of the Carol J. Lancaster Award for Outstanding Achievement in the International Development Certificate Program

## TECHNICAL & LANGUAGE SKILLS

- Advanced knowledge of Stata and SurveyCTO; basic knowledge of R, Python, and LaTeX
- Microsoft Office: Word, Excel and PowerPoint

- Full professional proficiency in Spanish (speaking, comprehension, reading, writing)

## Contact

marshallsx5@gmail.com

[www.linkedin.com/in/andrew-marshall-6395298](http://www.linkedin.com/in/andrew-marshall-6395298) (LinkedIn)  
[www.solidyn.com](http://www.solidyn.com) (Company)

## Top Skills

Systems Engineering  
Aerospace  
DoD

# Andrew Marshall

COO and Co-Founder at AidKit / Engaged Philanthropist  
Littleton, Colorado, United States

## Experience

### AidKit

COO and Co-Founder  
January 2021 - Present (1 year 9 months)  
Denver, Colorado, United States

### Blackstone Entrepreneurs Network Colorado

Advisor  
May 2020 - Present (2 years 5 months)

### Discovery Bicycle Tours

Tour Leader  
June 2019 - Present (3 years 4 months)

### Social Venture Partners Denver

Partner  
July 2014 - Present (8 years 3 months)

### Parsons Corporation

Senior Advisor  
November 2018 - August 2019 (10 months)  
Greater Denver Area

### Polaris Alpha

Senior Vice President  
October 2017 - November 2018 (1 year 2 months)

### Solidyn Solutions, Inc.

Owner  
May 2005 - October 2017 (12 years 6 months)

### Paragon Dynamics

Project Manager  
2000 - 2005 (5 years)



Advent Systems, Inc.  
Project Manager  
1999 - 2000 (1 year)

Lockheed Martin Space Systems Company  
Systems Engineer  
1997 - 1999 (2 years)

NASA Goddard Space Flight Center  
Aerospace Engineer  
1992 - 1996 (4 years)

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## Education

University of Maryland  
M.S., Meteorology · (1993 - 1997)

University of Colorado Boulder  
B.S., M.S., Aerospace Engineering · (1984 - 1988)

**SARAH A. MORAN**

[sarah.a.moran@gmail.com](mailto:sarah.a.moran@gmail.com)

+1 336 414 0483

**SUMMARY**

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Experienced partnerships and business development professional with over 10 years of experience leading new market entry, strategic positioning, partnering strategy, funder engagement, proposal development, and program operations and compliance experience, including six years in senior management positions. Demonstrated track record building and sustaining relationships with strategic partners and funders while overseeing program excellence, clearly communicating impact, and continually assessing value proposition.

**EXPERIENCE**

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**Founder/Principle, Elevate and Simplify LLC**

New York, NY

*Fundraising and Strategy Coaching and Advisory*

June 2020 – Present

- Coaching a range of Africa-based clients on aligning their fundraising strategy with their finance and operations infrastructure; providing direct proposal and reporting support; engaging their current supporters to make their funding go further; and staffing development and communications teams for growth and retention.

**Black Fox Philanthropy**

New York, NY

*Advancement Specialist*

June 2020 – July 2021

- Advise clients on developing and executing impactful fundraising strategies in a dynamic and challenging environment by confidently communicating their vision and values and approaching funders as partners. I support clients in all stages of prospect and donor engagement. I lead on new prospect outreach, market positioning, and external communication on behalf of clients.
- Coach clients on a range of topics, including: approaching institutional funders; aligning fundraising strategy with organizational strategy; approaching funders with confidence and clarity; motivating for organizational development support; and building and sustaining a resource mobilization engine that meets their business operations and strategy.

**Grassroot Soccer**

New York/South Africa

*Senior Director of Development and Operations*

May 2018 – December 2020

- Responsible for all revenue generation at Grassroot Soccer across government, corporate, foundation, individual, and events revenue. Built the fundraising, business development, grant management, and communications teams, doubling annual revenue in 5 years. 100% of staff I recruited to join GRS are still there, and all have advanced in terms of seniority and leadership.
- Responsible for building GRS's bilateral revenue engine through partner engagement, assessing market fit, and recruiting experienced staff. GRS quadrupled bilateral funding under my leadership.
- Established and tracked new business key performance indicators to improve the strategic value of funding – in 5 years, increased the length, size, and overhead coverage of awards by over 30%. Achieved 90%+ institutional funder retention by improving grant management and donor engagement using a portfolio approach that harnessed individual team member strengths.
- Led GRS's corporate, foundation, and individual donor and partner engagement, managing a portfolio of GRS's highest values supporters. Represented Grassroot Soccer's Senior Management Team externally at conferences, on panels, board visits, and donor and partner meetings.
- Built Grassroot Soccer's first grant management department which improved internal coordination between finance, program, and technical teams on award execution and operational excellence.

**SARAH A. MORAN**

[sarah.a.moran@gmail.com](mailto:sarah.a.moran@gmail.com)

+1 336 414 0483

*Director of Development*

May 2015 – April 2018

- Built and led Grassroot Soccer’s global business development and fundraising department, resulting in year-on-year growth from \$5.6m in 2015 to \$12.9m in 2018, which corresponded to 200% increase in impact. Built a specialized fundraising team from 3 to 8 individuals to capture new markets and improve donor retention, which increased from 75% to 90%.
- Managed a portfolio of individual and institutional funders, including all aspects of grant management, reporting, relationship management, and donor engagement. Brought on multiple new multi-year, 6-figure awards from government and foundation partners.
- Responsible for setting financial projections and managing budget tracking. Developed and implemented new tools to improve projections, resulting in reduced budget variance from 20% to in <5% from 2015 to 2018.

*Business Development Analyst*

September 2014 – May 2015

- Developed and executed a new business development strategy to tap into new sources of revenue, especially partnership-driven government funding, which tripled from 2014 to 2017.
- Led all organizational grantwriting for government, corporate, and foundation partners.

**The National Democratic Institute for International Affairs (NDI)**

Washington, DC

*Program Officer, Southern & East Africa*

July 2013 – July 2014

- Managed NDI’s flagship \$60m USAID-funded political participation program in South Sudan. Responsible for budget management, planning, and managing subgrants to local partners. Led a State Department grant to support women’s political participation in Sudan and South Sudan.

*Senior Program Assistant, Governance*

July 2012 – June 2013

- Managed USAID-funded legislative exchange programs between political leaders in the Middle East and across Africa. Supported organization-wide governance projects and new business development. Designed a week-long study mission to Montana for Nigerian members of parliament focused on strengthening legislative oversight of the legislative branch.

**Georgetown University**

Washington, DC

*Teaching Assistant to Secretary of State Madeleine Albright*

June 2011 – June 2012

- Designed curriculum for graduate and undergraduate courses; led undergraduate section; designed and executed two crisis role-play scenarios. Supported Secretary Albright’s Georgetown engagements and managed VIP guest speakers for the course.

**The American International School of Cape Town (AISCT)**

Cape Town, South Africa

*Primary & Secondary School Educator and Coach*

July 2007 – June 2010

- Taught high school English, History, and pre-Calculus, as well as primary school physical education and Theatre Arts. Designed the school’s first AP curriculum and taught three AP courses.

**EDUCATION**

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**Georgetown University**

Washington, DC

Master of Science in Foreign Service

August 2010 – June 2012

**Harvard University**

Cambridge, MA

Bachelor of Arts, Social Studies (Honors)

August 2003 – June 2007

**Robert Allen Walls III** Contact: 940-368-0286 | rob.w3@pm.me

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## **PROFESSIONAL PROFILE**

Robert Allen Walls III is a highly skilled software engineer, proficient in creating scalable systems and leveraging cutting-edge technologies. He has an established track record of innovating robust solutions, demonstrated in his development of an automated state computation system at AidKit, capable of processing millions of applications per month. His expertise includes full-stack system development, continuous integration, deployment, and system security. Robert's ability to adapt and integrate new technologies makes him a versatile asset in any project.

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## **PROFESSIONAL EXPERIENCE**

### **Software Engineer | AidKit** *November 2020 - Present*

- Developed an automated and scalable computation system, utilizing topological sorting techniques, that can efficiently handle processing of millions of applications per month.
- Developed a communication messaging system integration so that applicant support agents and community-based organizations can interact with applicants over business lines.
- Implemented and manages liveness detection and fraud prevention techniques.
- Researches new technologies and external vendors to assess fit and usability.
- Implements various UI/UX improvements and admin tools as needed.
- Developed strong collaborative relationships, working effectively with diverse team members, liaising with government agencies, and coordinating with various grant administrators to ensure successful project implementation and management.

### **Full Stack Engineer | Walls Technology Solutions** *September 2016 - November 2020*

- Developed full-stack systems for laboratories using Perl, Python, JavaScript, and Linux Ubuntu.
- Implemented continuous integration and deployment using Git, GitLab, and Jenkins Pipelines.
- Created ETL (Extract, Transfer, Load) program for extracting data and loading into a 3rd party app.

**Logistics & IT Support Specialist | Integrity Health Plus** *March 2015 - May 2016*

- Set up computers and security access for new employees.
- Implemented and maintained Active Directory and required servers.
- Created and maintained scripts and databases for accessing electronic medical records and inventory tracking.
- Worked with third-party vendors to acquire and install laboratory and financial software.

**Engineering Technician | J. L. Arnold Engineering Inc** *November 2014 - March 2015*

- Created maps of job sites for use in engineering reports.
- Worked with the engineering team to apply engineering principles to the analysis of samples.
- Created time management tracking tools to support administration.

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**EDUCATION & RESEARCH**

**The University of Texas at Austin** *B.S. in Aerospace Engineering & Engineering Mechanics | Graduated May 2013*

- Created a MATLAB program to analyze electric impulse data and visualize frequency alterations due to GPS spoofing attempts.
- Captured airflow dynamics and created GIFs of airflow over and through a cavity designed by the team.
- Researched and designed power & communication subsystems for a proposed space mission to Ceres, including risk analysis using the Monte-Carlo method.

# MAGGIE M. SHUN

New York, NY 10016 | Tel: (908) 392-0797 | Email: maggie.shun@givedirectly.org

## PROFESSIONAL EXPERIENCE

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**GIVEDIRECTLY**, Nonprofit that delivers cash to people living in poverty **New York, NY**  
**Jul 2021 – Present**  
**Senior Programs Manager**

- Design and implement cash programs: launched first program in Nigeria (post-flood relief), first program in Bangladesh (host communities in Cox's Bazaar), Chicago guaranteed income pilot, Liberia (multiple programs), and more
- Develop end-to-end models, forge partnerships, scope and fundraise for new opportunities, hire and manage teams

**FLEX (FLEXTRONICS)**, Global design and manufacturing firm (\$25B) **San Jose, CA**  
**Apr 2017 – Jun 2019**  
**Corporate Strategy Senior Associate** (promoted twice in 2 years)

- Developed growth strategies for C-Suite by partnering closely with business units to solve highest priority issues, executing 8+ strategy engagements in new market entry, operations improvement, M&A and investments
  - Recommended new hospital supply chain opportunity for Flex Medical Business by aligning industry inefficiencies with company core competencies, yielding a 3% annual revenue uplift for department
  - Led team of 30+ factory program managers to identify process improvement solutions in Flex's demand management system and better predict customer demand globally, resulting in \$300M annual savings
- Managed portfolio of 12 majority stake investments during 6-month rotation on Strategic Investments Team, including the \$100M+ spin-out of firm's digital health business
- Conducted 3-month strategic analysis of firm's corporate social responsibility efforts, led firm-wide women's empowerment committee, and oversaw team expansion efforts (hiring and mentoring 3 new-hires)

**TECHNOSERVE**, International NGO **Lusaka, Zambia**  
**Nov 2016 – Feb 2017**  
**Consultant Fellow for Bill & Melinda Gates Foundation (BMGF)**

- Formulated 5-year roadmap for Chinese-supported Agricultural Technology Demonstration Center (ATDC) to grow aggregate incomes of 300K+ farmers by \$75M+/yr; resulted in \$3M grant by BMGF to greenlight phase 2
- Improved ATDC's oyster mushroom offering to farmers by interviewing and assessing needs of local farmers and creating baseline and upside operating models to quantify Chinese technology impacts on yields
- Spearheaded 2-day workshop among 10+ tri-cultural (Zambian, Chinese, American) stakeholders to foster alignment on ATDC business plan, leading to improved financial sustainability of center

**DELOITTE CONSULTING LLC** **New York, NY**  
**Aug 2015 – Nov 2016**  
**Business Analyst, Strategy & Operations**

- Engaged in 5+ client projects across agricultural development, healthcare, financial services, and automotive
  - Shaped BMGF's Sub-Saharan African agricultural investment strategy by researching and recommending select business models and enterprises that increase small-holder farmers' market access
  - Improved Humana's Grievances & Appeals Department's case processing accuracy by 30% by implementing a new employee QA procedure, enabling firm to pass its 2016 compliance audit for proposed Aetna merger

## EDUCATION

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**YALE SCHOOL OF MANAGEMENT** **New Haven, CT**  
**May 2021**  
**Master of Business Administration (MBA)**

- Extracurriculars: Economic Development Club First-Year Lead, General Management Club Co-President
- Internships: Sesame Workshop (Int'l Social Impact), Fire Ox Foods (E-Commerce GM), Sanergy (Business Analytics)

**NEW YORK UNIVERSITY, STERN SCHOOL OF BUSINESS** **New York, NY**  
**May 2015**  
**Bachelor of Science: Double Major in Finance and Marketing**

- Dean Blount Social Impact Award (awarded to 2 of 600); Co-founder & President of Social Impact Council, Vice President of Alpha Kappa Psi, Top 3 Finalist in NYU \$300K Berkley Entrepreneurs Social Venture Challenge

## ADDITIONAL INFORMATION

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- **Mandarin** advanced proficiency | **Lean Six Sigma Green Belt Certification** | Microsoft Office, Salesforce
- **Interests:** Dance (Afrobeats, Indian, Chinese, hip hop), movies, memoirs, desserts, comedy

## Contact

[www.linkedin.com/in/ben-newhouse-3102253](https://www.linkedin.com/in/ben-newhouse-3102253) (LinkedIn)  
[bennewhouse.com](https://bennewhouse.com) (Personal)  
[bencubator.com](https://bencubator.com) (Portfolio)

# Ben Newhouse

Software for Good  
San Francisco, California, United States

## Summary

I'm a product and engineering leader that alternates between management & leadership and deep (individual) engineering work.

After graduating from Stanford, I completed a full "Silicon Valley Tour," from starting a (deep-tech) company, raising millions, launching a product and then selling the company. I subsequently went on to lead ~50 of Dropbox's best (I may be biased) engineers working on Dropbox's core technology. Today, I am fortunate to be in a position where I give the bulk of my energy toward AidKit, which brings the superpowers of software to the social sector without dehumanizing those on the receiving end of aid. In addition, I also mentor various startups and students with Neo, a new kind of community VC fund.

I generally avoid self-promotion at all costs, so if you want to read more about me, you can instead read what other people have to say in the book "Coders" by Clive Thompson. Relevant bits here: <https://bit.ly/3JYxyJk>

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## Experience

### AidKit

#### Co-Founder

May 2020 - Present (2 years 5 months)

AidKit was born in the dark days in the early pandemic when countless undocumented individuals were left out of stimulus programs (the very people hit hardest by deep cuts to the service industry). Having raised millions to help this population, we built a technology stack to distribute it efficiently and in a way that bestows upon recipients the dignity we all deserve.

It turned out that a lot of different organizations needed this technology stack so we built it into a platform.

In just under a couple years, we've run basic income programs for the unhoused, helped refugees gain their footing in a new country and funded childcare providers struggling under the pressure of providing childcare amidst the pandemic (among many others). So far, we've distributed over \$45M in funds to over 27,000 individuals and families and are just getting started.

## Dropbox

Head of Sync

April 2014 - April 2018 (4 years 1 month)

Short summary: I created the cloud icon in Dropbox :)

Longer summary: Came via acquisition, created Project Infinite (now Smart Sync) during hack week, spun up an entire team around it that I managed through initial launch. I then assembled Dropbox's Sync technology (across the stack) under a unified org (of about 50 folks) and lead it through IPO. This team was responsible for the core "special sauce" of the company. Think of it as the equivalent of Google's Search Team at Google.

## Aria Glassworks / Bubbli (Acquired by Dropbox)

Co-Founder

May 2010 - April 2014 (4 years)

We make the bubbli app for iOS (and Android, that we never publicly released). Bubbli lets you capture spherical photos called bubbles - which are the best medium yet invented to capture what it's like to be in a moment.

I did all of the engineering (until we were acquired by Dropbox).

## Yelp.com

Developer

June 2009 - May 2010 (1 year)

Originally started on search and datamining, ended up creating the Yelp Monocle for iPhone and Android.

## Microsoft

Innovation Engineering Group Intern

June 2008 - October 2008 (5 months)

## SwayLaw LLC

Lead Frontend Developer

June 2007 - June 2008 (1 year 1 month)



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## Education

Stanford University

BS, Electrical Engineering · (2006 - 2010)

**ALEXANDER S. NAWAR**  
Brooklyn, New York  
912-308-8719, alex.nawar@gmail.com

## **EXPERIENCE**

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### **GIVEDIRECTLY**

**Director, Humanitarian and US Programs (New York, NY)** May 2020 - Present

- Directs humanitarian programs from end-to-end, including idea conception, fundraising, and operational delivery
- Led a partnership with a West African government to launch a contactless cash relief program that uses cell phone data and mobile money to pay more than 130,000 households most affected by the pandemic
- Designed, launched, and led Project 100+, a \$180M COVID emergency relief program reaching more than 160,000 households in the US

**Senior Manager, Humanitarian (New York, NY)** July 2019 - Apr 2020

- Led a field deployment to the Bahamas in response to Hurricane Dorian, launching three operationally unique programs to identify and pay the most vulnerable households in different contexts
- Co-developed with Google.org new technology to improve targeting of households following hurricanes, resulting an estimated 50% increase in program efficiency
- Scoped new projects, including risk analysis of a post-conflict program in Iraq, identifying and vetting new payment technology, and pressure testing field operations in new contexts

### **Y COMBINATOR RESEARCH**

**Project Director (Oakland, CA)** April 2019 - June 2019

- Oversaw new project development from pitch to pilot for Y Combinator Research
- Managed YCR's external relationships, including fundraising partnerships yielding \$60M

**Research Manager, Basic Income (Oakland, CA)** May 2017 - April 2019

- Oversaw the Basic Income Project, the U.S.'s first randomized controlled trial of basic income with 3,000 participants across two US states
- Coordinated all aspects of research, including pre-analysis planning, instrument design

### **INNOVATIONS FOR POVERTY ACTION**

**Guest Scientist at University of Chicago (Chicago, IL)** Nov. 2016 – April 2017

- Oversaw 3 research projects—including two evaluations of cash transfer programs—for Prof. Chris Blattman by designing and programming surveys; coordinating data collection and analysis; training field teams; leading data analysis; and liaising with IRBs governments, firms, and other researchers

**Senior Research Associate (Kampala, Uganda; Addis Ababa, Ethiopia)** Jan. 2016 – Oct. 2016

- Led a randomized evaluation to complete 37,000 surveys, the largest-ever study on vote-buying and the largest round of data collection in IPA-Uganda's history for researchers at Harvard, MIT, and U. Chicago
- Secured a team of 150 and initiated a quick response to arrests, kidnapping, and harassment by government security agents in a volatile post-election environment by creating and implementing security protocols
- Partnered with 13 Ugandan civil society organizations to implement pre-election anti-vote-buying program

**Research Associate (Busia, Kenya)** Oct. 2014 – Dec. 2015

- Led two related studies of agricultural information overseen by Nobel Laureate Prof. Michael Kremer (U. Chicago)
- Coordinated implementation of an agricultural extension program reaching 20,000 farmers in Kenya by developing relationships with government officials
- Presented on how researchers can partner with governments to a total of 220 policy-makers and at two conferences: a UKAID conference in Nairobi (July 2015) and a Gates Foundation conference in London (Sept. 2016)

## **EDUCATION**

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**BOSTON UNIVERSITY** Boston, MA

*Master of Arts in Political Science* 2010-2014

- GPA: 3.8/4.0; First in class
- Thesis on "Transitional Justice in Northern Uganda: The Case of the Trust Fund for Victims"

*Bachelor of Arts in Political Science with Spanish minor* 2010-2014

- GPA: 3.8/4.0, *summa cum laude*
- Trustee Scholar (full-ride academic scholarship) and Kilachand Scholar (enrollment in honors college)
- Honors: Phi Beta Kappa, Pi Sigma Alpha

# ANNA SCHUCK

## International Development and Non-Profit Management

AnnaLSchuck@gmail.com | +1-302-463-6023 | linkedin.com/in/annalschuck

### SUMMARY

International Development Senior Manager with over 10 years of experience in global nonprofit management. Committed to delivering high quality project outcomes and designing organizational strategy to maximize community impact through proficient project design and management. Known for being a strong manager and leader with broad perspective and expertise in International Development, nonprofit management, building and leading large teams, and developing constructive partnerships.

### CORE COMPETENCIES

Strategy & Leadership | Gender and International Development Expertise | Project Management | People Management & People Operations | Stakeholder Management | Short & Long-Term Goal Planning | HR policies & Procedures | Performance Management | Employee Relations | Process Innovation & Optimization | Budgeting, Planning & Forecasting

### PROFESSIONAL EXPERIENCE

#### One Acre Fund, Kenya

2016 – 2021

##### Program Operations Manager (2019 - 2021)

- Managed a department of 3,000+ staff across Kenya while creating, managing, and implementing the organization's core program which provides services to 550,000 beneficiaries.
- Tasked with designing programs and managing complex projects and workflow for multiple departments and teams within the organization, including project design, implementation, and monitoring evaluations.
- Accountable for the extensive stakeholder engagement, both internally and externally, as well as forging strong and strategic relationships with other departments and various country programs while coordinating with donors, communities, and government officials.

##### Notable Achievements:

- Championed the development of a departmental strategy and managerial direction for a high-impact, complex program responsible for a \$40 million+ loan portfolio while overseeing an annual department budget of \$14 million.
- Mounted strategies that helped the program grow by 175%, equivalent to 350,000 new beneficiaries and 1,500 additional staff.

##### People Operations Manager (2016 - 2019)

- Spearheaded the organization's People Operations Strategy, focusing on all components of the employee lifecycle including hiring and onboarding, performance management, compensation and benefit reviews, and staff welfare and safety.
- Created and led Diversity, Equity, and Inclusion (DEI) policies and programming for staff.
- Oversaw all HR operations, including creating legally compliant HR Policy and processes for 3,000+ rurally based staff
- Led emergency response and crisis management across Kenya, coordinating between staff, local partners, security firms, and local and national government to quickly and safely resolve safety issues.
- Designed and implemented gender-specific staff initiative, including policies and training on sexual harassment, unbiased management trainings, new maternal health benefits, and safety and security. Developed robust safe-guarding measures to tackle cases of sexual harassment and assault, violence, and other gender-based issues.

##### Notable Achievements:

- Created and led the Women's Leadership Council, an bi-annual empowerment summit for hundreds of women across Kenya, while training local staff to take over the initiative.
- Grew the department by an average of 500 staff per year by maintaining performance management systems to meet aggressive targets in a high-performing and fast-paced work environment. Responsible for the recruiting, hiring, and onboarding of all field-based staff.
- Aligned the organization for growth by developing and coordinating professional development and mentorship programs for our field staff, including running a skills analysis, creating a curriculum, and writing all skills-building training resulting in hundreds of promotions local staff, and multiple high-level staff promotions into leadership positions.

**Deputy Finance Director | Townsend for Congress, Delaware, US** 2016

- Conceived, designed, and managed a political fundraising campaign that raised over \$1 million in 10 months, and managed the campaign's financial accounts in compliance with political financing laws.
- Directed extensive donor acquisition, including prospect research, donor segmentation, initial outreach and conversion, and extended engagement and relationship building resulting in creating a network of hundreds of active donors.
- Established and managed a strong campaign coalition of donors, volunteers, and campaign partners by engaging with local leaders, schools, businesses, and community organizations.
- Oversaw community advocacy initiatives, including collaboratively developing a gender-focused platform with local activists.
- Charged with creating and leading an internship program, including recruitment, hiring, and supervision.

**Communications Director | American Civil Liberties Union (ACLU), Delaware, US** 2013 – 2014

- Designed and directed a state-wide activism campaign focused on social justice issues, resulting in a successful policy change across the state.
- Established and maintained a coalition of partners, including funders, partner organizations, media, and State and National politicians. This process required extensive stakeholder engagement, inter-organization communication, and compliance reporting.
- Coordinated with donors, including grants from multiple foundations, while devising and executing a compliant communication plan and campaign strategy.
- Planned and handled press conferences with high-level, high-profile stakeholders.
- Designed and managed the website, supporter database, volunteer records, and social media accounts
- Managed a team of hundreds of volunteers in charge of community organizing and education.

**Community Engagement Representative | Invisible Children, California, US** 2012

- Led a national speaking tour across the United States, speaking at over 100 universities, organizations, and events.
- Instituted and drove advocacy and educational programs focused on social justice and economic development.
- Demonstrated extensive experience in event management, personally managing over 100 fundraising events.

**Associate | Saartjie Baartman Center for Women, Cape Town South Africa** 2011

- Assisted with the management of women's residential programs, including day-to-day operations.
- Managed international volunteer program, including recruiting, onboarding, and ongoing management of interns.
- Coordinated with donors and supported fundraising efforts.
- Designed and taught training courses for women focused on education, empowerment, and livelihood. This included health and safety, CV writing, job skills, and writing classes.

**EDUCATION****MSC in Africa and International Development | University of Edinburgh, Edinburgh U.K.** 2015**BS, Sociology, Women's Studies, and International Studies | University of Scranton, Scranton US** 2012**International Study - Focus on Gender and Law | University of Western Cape, Cape Town, South Africa** 2011**RESEARCH****Women and Microfinance Field Research, Rwanda** 2015

In this dissertation research, I created and led a comprehensive research plan to evaluate the impact of microfinance on women's empowerment in rural East Africa. I managed all in-country logistics, including funding and research partnerships.

**Rotary International Global Grant** 2015

Awarded a Rotary International Global Grant in order to study and conduct research in Economic and Community Development and Peace and Conflict Prevention/Resolution.

**Gender Roles in Rwanda, Field Research, Rwanda** 2011

Through a partnership between the Kigali Institute of Education and The University of Scranton, I participated in a research course focused on gender roles in East Africa, particularly the role of women in politics and government. I was part of an international cohort who participated in and taught University-level courses on Gender and Development.

# LALENA HOWARD MEYERSON

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36 Hoffman Street Kingston, NY 12401 | 917-502-8627 | lalena.howard@gmail.com

## Compliance and Grants Associate | GiveDirectly

July 2021 - current

- Review and support teams to ensure that all funder reporting, policy and other compliance requirements are achieved
- Oversee compliance for all national and international business and charitable solicitation registrations
- Complete policy research and reviews to ensure compliance with local, national and sector-wide laws and best practices
- Design and implement systems and policies to reduce risk and support a culture of compliance throughout organization

## Program Coordinator | RUPCO

September 2017 - December 2018

- Provided one-on-one financial coaching and education to over 100 individuals in support of their goal of homeownership
- Assessed need and eligibility for additional government and community based resources and assisted clients in securing
- Designed and carried out all program administration including intake, client follow-up, data entry and grant reporting
- Built clear referral systems across departments, led workshops and met with external organizations to enhance outreach
- Assisted in fundraising and successfully procured additional program funding by participating in financial coaching toolkit pilot

## Director of Community Services | Fifth Avenue Committee

August 2010 - June 2015

- Developed and operationalized the referral, intake, outreach, data collection and reporting processes for program providing free financial coaching, tax preparation, benefits counseling and legal services to over 1,000 diverse participants annually
- Supervised, recruited and trained team of direct service and administrative professionals
- Managed relationships with all internal and external colleagues, boards, partner organizations and program funders
- Created strategic initiatives, relationships and systems to improve program reach and capacity
- Lead staff, board, stakeholder and participant presentations and trainings to clarify and raise profile of program
- Managed program budget and successfully secured additional funding in partnership with fundraising team
- Served as member of the Senior Staff team, participating in agency-wide strategic planning and initiatives

## Community Organizer | NARAL Pro-Choice New York

June 2008 - August 2010

- Managed all community engagement efforts of state's foremost political, pro-choice organization
- Recruited and mobilized over 600 volunteers to participate in over 100 community actions
- Supervised all community organizing interns and co-managed organization's internship program
- Launched and managed organization's first activist training and leadership development program

## Child Protective Specialist | New York City Administration for Children's Services

2006

- Investigated reports of child abuse and neglect via home studies and interviews with youth, families and professionals
- Secured and managed provision of emergency, ongoing and preventative services for youth and families

## Medicaid Service Coordinator | Sick Kids Need Involved People (SKIP) of New York

July 2004 - January 2006

- Managed the provision of community-based services for 24 consumers with developmental disabilities and their families
- Ensured client eligibility for services by securing and carefully cataloging necessary documentation

## EDUCATION

Hunter College School of Social Work, MSW, Community Organizing and Planning, June 2008

State University of New York at Purchase College, B.A. Cultural Anthropology, June 2005

# Claire Bohmann, M.Ed

## Contact

Chicago IL 60608  
612-251-5529  
claire.bohmann@gmail.com

## Education

**Master of Education in  
Community Development &  
Action;** Peabody College at  
Vanderbilt University, 2015

**Bachelor of Arts in Geography  
and Urban Design & Planning;**  
University of Washington, 2011

## Key Skills

Strategic problem solving  
Project management  
Collaboration & relationship  
building  
Training facilitation  
Program development &  
leadership

## Certifications

Certified Associate in Project  
Management  
Mental Health First Aid  
Certification  
Certified Grant Writer

## Professional Values

Continuous learning & growth  
Community-directed strategy  
Maintain a sense of humor

## Objective

To apply my skills and expertise to a public or non-profit position focused on developing community capacity, addressing injustices and promoting equity.

## Experience

*May, 2022 – Present*

### **US Program Manager • GiveDirectly**

- Lead day-to-day operations on Chicago Resilient Communities Guaranteed Income Pilot
- Project management of complex projects with multiple stakeholders
- Manage internal and external relationships to advance Guaranteed Income goals

*June, 2021 – April, 2022*

### **Program Manager • Students in Temporary Living Situations (STLS) • Chicago Public Schools**

- Develop and lead departmental strategic initiatives and projects to implement research-based best practices to improve academic outcomes for students experiencing homelessness
- Supervise team of staff dedicated to supporting schools' implementation of Students in Temporary Living Situations program

*March 2017 – June, 2021*

### **Resource & Training Coordinator • STLS • Chicago Public Schools**

- Organized, designed, and facilitated biannual professional development opportunities for 1,000+ school-based staff.
- Led outreach and coordination with community agencies and other partners to identify and organize access to resources.
- Managed and analyzed monthly data reporting and compiled ongoing data requests.

*June 2015 – March 2017*

### **Clinical Model Coordinator • Centerstone Research Institute**

- Designed clinical programs to advance innovation and provision of value and evidence-based programs in community mental health centers.
- Led implementation of a multi-site pilot of research-based clinical programs.
- Developed and facilitated staff training curricula for clinical programs, and professional and leadership development.

# Laura Keen

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## Education

### University of Chicago Harris School of Public Policy

*Master of Public Policy*

June 2020

Certificates in international development, global conflict, and leadership

### University of Pennsylvania

*Bachelor of Arts in Philosophy, Politics, and Economics*

May 2011

Concentration in globalization, magna cum laude

## Experience

### GiveDirectly

*Senior Manager, US Team, Chicago, IL*

August 2021-present

- Co-lead operations and execution of cash transfer programs to victims of natural disasters in the US, including developing targeting, enrollment, and payment mechanisms, overseeing field teams, and instituting fraud mitigation strategies
- Lead end-to-end project management of complex, multi-year guaranteed income projects in the US
- Support business and partnership opportunities by scoping new markets and initiating relationships with new funders

### Results for Development

*Program Officer, Chicago, IL*

October 2020-August 2021

- Developed strategy and managed complex international research portfolio across four countries for Leveraging Transparency to Reduce Corruption (LTRC), a 5-year \$5m program focused on improving governance in natural resource value chains
- Led and implemented research projects focused on evaluation and adaptive learning as a tool to strengthen the existing work of local partners, including creating protocols, conducting focus groups, analyzing data, and drafting policy briefs
- Managed stakeholder relationships with dozens of civil society organizations, government officials, and consultants across Mongolia, Nigeria, Peru, Zimbabwe, and the U.S. to translate LTRC's research findings into improved policymaking

### Open Society Foundation

*Grantee, London, England*

June 2019 -August 2019

- Through Human Rights and Governance Fellowship, conducted research and managed multiple competing projects to advance policy positions and campaigns on migration and asylum in key geographical areas in Europe
- Wrote and presented evidence to UN human rights mechanisms and court cases, quickly building relationships with and incorporating information and firsthand accounts from frontline workers, researchers, and refugee-led groups
- Analyzed migration data and wrote and edited grants, reports, and donor briefs on conditions for asylum seekers in Europe

### Fair Trade USA

*Sr. Program Manager, Oakland, CA*

October 2017 -August 2018

*Program Manager*

October 2015 - September 2017

*Program Specialist*

September 2014 - October 2015

- Managed 2<sup>nd</sup> and 3<sup>rd</sup> largest revenue- and premium-generating categories to provide market access, training, and support to more than 50 farmer organizations and estates in more than 10 Latin American and African countries
- Managed complex multi-country projects for dozens of large-scale market partners, including The Hershey Company and Pepsico, resulting in over \$5.3m paid directly to smallholder farmers and workers for rural development programs in 2016
- Built and instituted operational protocols to improve client and funder experience, onboarding processes for new hires, and the impact data systems, which allowed me to create an interactive database of cash spending outputs in Côte d'Ivoire
- Certified new farmer organizations, including conducting feasibility assessments, implementing corrective action plans, and overseeing field teams to ensure compliance with Fair Trade standards
- Led approach to monitoring and evaluation for my supply chains, including survey design, enumerator recruitment and training, data analysis, and impact report creation and delivery to key business partners
- Led annual planning for my categories, including designing and reporting on budgets, KPIs, and work plans
- Hired, onboarded and managed a team of four direct reports, including an international team of two

## Skills

Microsoft Office, R, Stata, Salesforce, Box, Hootsuite | Fluent: Spanish, Intermediate: French

## Profile

Strategic programme manager with 20 years' work experience in the public sector and NGO and successful background in the delivery of complex, scaled projects within set timeframes, budgets and high quality. Social scientist trained in Development Communications with strong experience in advocacy, government donor, and community engagement and capacity building of civil society organizations.

## Skills Matrix

project management | advocacy | capacity building | strategic & development communication | Government and policy engagement | capacity building | research design & implementation | community engagement | leadership | partnership building | technical writing & editing

## Professional Experience

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### Global Director, Recipients Advocacy, GiveDirectly

Jan 2020 – To Date

- Risk Assessment and Management: Implement GiveDirectly's Enterprise Risk management for recipients' protection and safeguarding
  - Manage a global team of internal auditors and community intelligence personnel across 8 countries in Africa, US and diverse humanitarian countries
  - Review all project designs (development, humanitarian, graduation) for any potential for harm to beneficiaries
  - Conduct community assessments for new program locations before program launches
  - Review all program delivery tools including surveys to ensure adherence to recipients' protection
  - Conduct ongoing quality assessments for all projects disbursement to assess recipients protection and trust
  - Develop and disseminate monitoring reports and dashboards to country teams and donors
- Support country offices in macro risk mitigation
  - Serve as internal advisor to Country Directors on high-stakes government relations question (i.e. consulted on approach alongside RD)
- Official Spokesperson for GiveDirectly at continental and global cash and related forums
- Key highlights of active projects
  - National World Bank Funded social protection project in Guinea
  - National COVID response Project in Liberia
  - Cash Plus project in the Gorongosa region in Mozambique
  - Graduation projects in Kenya, Rwanda and Malawi
  - Refugee projects in Rwanda and Uganda
  - WB funded cash transfer project in DRC
  - Ongoing project inception in Yemen
  - Inaugural contactless tech built national COVID response project in Togo

### Director, External Relations, GiveDirectly

Jan 2017- Dec 2019

#### Organizations Risk assessment and Management

- Support acquisition, conversion and retention of GiveDirectly donor partners
- Monitor, assess, plan and manage all government related existential risks
- Ensure high uptake for GiveDirectly programs through refusals management
- Develop and oversee implementation of GiveDirectly's community engagement strategy
- Assess program designs and provide guidance based on a risk assessment matrix

#### Internal Fraud and Compliance Audit

- Establish an internal audit team for all GiveDirectly operations in East Africa
- Monitor compliance to GiveDirectly's Sexual Harassment policy, safeguarding policy



- Conduct fraud and related risks assessments in relation to changes within the organization
- Advise country offices on programmatic changes based on fraud risks confirmed in field operations
- Manage the interphase with the government where fraud and other audit findings require government intervention

#### Train program team members on risk mitigation Government Relations

- Develop and implement a government engagement protocol
- Draft, review, negotiate and/or coordinate the signing of MoUs and other forms of agreements between GiveDirectly and relevant national or sub-national government departments.
- Collate information on government structures, general protocol within government, and proactively share the same with relevant program leadership.
- Proactively identify and assess policy and political risks that could impact our programs and work closely with program leadership in developing mitigation plans.
- Scope and select new sites for GiveDirectly operations using both quantitative and qualitative data
- Build healthy relationships with relevant government departments and create champions for GiveDirectly's work

#### Fundraising and partnership management

- Develop and implement Kenya country office fundraising Strategy
- Prospect potential donors for funding opportunities for GiveDirectly
- Host high net worth and Institutional donors in Kenya country office
- Represent GiveDirectly at donor and partner forums locally and internationally

#### Media Relations

- Develop and implement a media engagement strategy
- Act as the official spokesperson for the organization in Kenya
- Manage the distribution GiveDirectly Content in social media platforms
- Manage media and communication related risks from both local and international sources

### Field Director, GiveDirectly; Basic income project

June 2016-Jan 2017

- Research design and management: Engage research partners in the design of the UBI project providing leadership on local context and its effects on the research project
- Assess critical design issues that for program success
- Make project design decision using existing data and its interplay with local political dynamics
- Government engagement: identify relevant government departments and engage them at the national and county level. Get the right government approvals for project set up in all selected counties
- Project set up and piloting: draw project work plans and budgets based on the research design and available funding. Develop and implement a staffing plan. Implement the project pilot that would inform the larger experiment. Conduct risk assessment and draw mitigations for each

### Senior Program manager

#### Deworm the World Initiative at Evidence Action, Nairobi, Kenya

May 2012 – May 2016

Advocacy and Relationship Management: *External*: manage program relationships with donors, government officials, national and international partner organizations and media. Set up new programs with the governments of the Federal Republics of Ethiopia, Nigeria and South Africa. Lobby senior leadership within the government of Kenya to set up strong policies, plans and budgets for sustaining the national school-based deworming program. Lead advocacy towards the WHO on the international drugs donation program. *Internal*: manage program relationships with Evidence Action senior management and matrix functions (i.e. M&E, policy, communications, finance) at national and global level.

Programme Management: Develop and manage program work plans and budget, develop program sustainability and communications strategies, support program monitoring & evaluation, manage

international drugs procurement and national distribution and oversee program cascade implementation serving 6 million children in over 15,000 primary schools (143 sub-counties in 28 counties). Ensure standard implementation and program delivery protocols are followed by an estimated 36000 government officials in 27 counties and 143 sub-counties

Research: Manage operational research activities of a randomized control trial assessing efficiency and cost-effectiveness of school- vs. community-based treatment delivery strategies on the transmission of soil-transmitted helminths in collaboration with London School of Hygiene & Tropical Medicine and Kenya Medical Research Institute: build/manage project budgets, develop training/treatment strategy & timelines, draft training materials, monitoring tools, & other technical documents, facilitate trainings, conduct field monitoring activities

Budget Management: Develop program implementation budget and maintain financially stable program execution – budget monitoring, cash projections and burn rate analysis.

Personnel Management: Lead team of 10 and manage staff retention, motivation and professional development, including timely goal-settings, work planning and scheduled performance evaluation, observation of program standards and protocols and champion Evidence Action values and organizational culture. Lead recruitment of new staff into the team.

Reporting: Develop well-written and timely narrative and financial reports for donors and government.

### **Advocacy Manager**

**Deutsche Stiftung Weltbevoelkerung (DSW), Nairobi, Kenya**

**April 2010 – April 2012**

- Partnership building with government, donors and Civil society partners
- Budget tracking of Kenya's annual health budget with a focus on RH/FP funding
- Policy and budget analysis and advocacy
- National policy advocacy with government technocrats and parliamentarians
- Advocacy at county level targeting devolved funds
- Community advocacy targeting policy awareness and health financing literacy
- Capacity building on budget Advocacy for DSW staff and partners
- General Project planning, management and administration
- Proposal development and training partners on the same

### **Project Manager, Water.org**

**October 2008-March 2010**

Coordinate a school WASH operational research project in over 250 schools in Nyanza region

- Oversee gender mainstreaming in WASH interventions in schools and communities
- Monitoring and evaluation of project sites, budget and staff performance
- Manage team of nine staff working on software and hardware components of implementation process
- Develop terms of references (ToRs) for Water.org's appointed contractors and consultants
- Develop advocacy materials including newsletters, briefs and fact sheets
- Represent Water.org in consortium, management, national and donor meetings

### **Program Coordinator, Community Aid International, Nairobi, Kenya**

**July 2007 – Sept 2008**

- Lead the organization's research project, 'The Scorecard' ensuring proper execution and dissemination
- Manage day-to-day program activities in the organization's head and field offices
- Conduct workplace HIV/AIDS training for UN staff and dependents
- Develop project proposals and providing guidance to staff on program design and implementation
- Backstop the Executive Director in execution of organizational Strategic Plan
- Coordinate communications and public relations activities

### **KPNPD Secretariat Coordinator**

**National Coordinating Agency for Population and Development, Nairobi, Kenya**

**November 2005 - July 2007**

- Participated in design and planning of the Kenya AIDS Indicator and Kenya National Disability Surveys
- Ensure strong engagements with Members of Parliament (MPs), media development partners for effective reproductive health/family planning advocacy
- Prepare annual work-plans in line with donor requirements and GoK regulations

Prepare grants proposals and other resource mobilization initiatives

- Coordinate implementation activities of the Parliamentary Network on population and development
- Conduct community outreach activities and workshops with MPs
- Represent network members in policy advocacy meetings and conferences
- Mainstream gender into HIV/AIDS/reproductive health/family planning discussions at national and regional levels
- Develop TORs for network members for advocacy activities
- Develop communication materials: quarterly Ken-Pop newsletter, film documentary, Network official documentation & technical reports

### Resource Mobilization Officer

**Resource Alliance/Kenya Association of Fundraising Professionals, Nairobi, Kenya July 2004 - Nov 2005**

- Organize the 3<sup>rd</sup> and 4<sup>th</sup> international resource mobilization conference
- Research on resource mobilization opportunities for the development of the RM newsletter
- Develop training materials for the RM conference
- Manage the logistical plans for the conference including participant registration, venue hire, reimbursements and handling queries from participants
- Participate in conference sessions and document the outcomes thereof
- Work with the consultant rapporteur on development of the conference report

### English/Literature Teacher s

**Gendia Boys' High School, Homa Bay, Kenya**

**January 2001 - July 2004**

- Prepare plans for all assigned lessons for English and Literature
- Prepare students for internal and regional and national examinations
- Represent the school as the district drama coordinator
- Part of the schools disciplinary committee

### Education

Uppsala University/ Swedish Institute for Public Administration, Uppsala, Sweden	2008
Post Graduate Diploma in Gender and Human Rights	
Daystar University, Nairobi, Kenya	2008
Master of Arts: Development Communication	
Kenyatta University, Nairobi, Kenya	1999
Bachelor of Arts: Education	

### Publications

- Birgit Nikolay, Charles S Mwandawiro, Jimmy H Kihara, Collins Omondi, Jorge Cano, Mariam T Mwanje, Hadley Sultani, Dorcas Alusala, Hugo C Turner, Caroline Teti, Josh Garn, Matthew C Freeman, Elizabeth Allen, Roy M Anderson, Rachel L Pullan, Sammy Njenga & Simon J Brooker: A contextual framework to assess heterogeneity in impact of national neglected tropical disease control programmes: Evidence from School based Deworming in Kenya.
- Simon J Brooker, Charles S Mwandawiro, Katherine E Halliday, Carlos Mcharo, Beatrice Wasunna, Jimmy H Kihara, Doris Njomo, Dorcas Alusala, Athuman Chiguzo, Hugo C Turner, Caroline Teti, Claire Gwayi-Chore, James E Truscott, T Déirdre Hollingsworth, Dina Balabanova, Ulla Griffiths, Matthew C Freeman, Sammy Njenga, Elizabeth Allen, Rachel L Pullan and Roy M Anderson: Interrupting transmission of soil-transmitted helminths: a study protocol for cluster randomised trials evaluating alternative treatment and delivery strategies in Kenya
- Deutsche Stiftung Weltbevoelkerung (2011). *Decentralization, Social Accountability and Family Planning*. Co- author
- Deutsche Stiftung Weltbevoelkerung (2011). *Health Financing in Kenya: The Case of Reproductive Health and Family Planning*. Co-author
- Miller, A. N., Golding, L., Ngula, K., Wambua, M., Mutua, E., Kizito, M. N., Teti, C., Booker, N. A., Mwithia, J. K., & Rubin, D. L. *Couples communication about sexual issues in Machakos District, Kenya*. Paper submitted to the 2007 National Communication Association Convention, Chicago, IL and the African Journal of Communication, 2009.
- National Campaign Against Drug Abuse Authority (2007). *Rapid Situation Assessment of Drugs and Substance*

“Role of civil society in advocacy and lobbying for enforcement of health policies and legislations in Kenya.” Paper presented at the 27th Annual scientific conference and AGM, 2009, St. Gaspar Conference Centre, Dodoma Tanzania

### *Policy Advocacy Engagements*

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#### International

July 2010: Civil Society engagement with multilateral and bilateral donors for Reproductive Health and Family Planning financing; Addis Ababa, Ethiopia

May 2011: Call for international action against maternal mortality; Dutch Parliament, The Hague, Netherlands

May 2011: The role of the European Union in mitigating early marriages and teenage pregnancies in Africa and Asia. European Parliament, Brussels, Belgium

Oct. 2011: Repositioning reproductive health in national and international policies as part of the countdown 2015 campaign, Warsaw, Poland

Nov. 2011: Promotion of good governance in the health sector through civic participation. International Family Planning Conference, Dakar, Senegal

#### National

- Advocacy towards the ministry of planning in the development of population Policy 2011-2020
  - Advocacy towards the ministry of finance for increased funding to reproductive health
  - Advocacy towards devolved funding structures for increased support to the health sector
  - Advocacy with the Ministry of health for increased attention to reproductive health under the Health Sector Policy Framework, 2011-2030
  - Advocacy around the constitutional making process for prioritization of reproductive health
  - Advocacy with the National Gender and Equality Commission for prioritization of marginalized groups in the commissions strategic plan, 2012-2016
  - Advocacy targeting World Bank, European Union and European Embassies’ policies
- 

### *Highlights of Speaking engagements and events*

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- Global speaker and advocate for Universal Basic Income
- Represented GiveDirectly at the Live You can Save global fundraising in 2020
- Represented GiveDirectly in the TED audacious funding defense that raised \$15M
- The Borgen Project: Cash transfers, COVID 19 and mental Health
- Speaker at the Annual Basic Income Conference, South Korea – Scheduled
- Guest Lecturer; Basic Income as a potential social and economic policy; NADEL Centre for Development and Cooperation

#### Other relevant skill sets:

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- ☑ National trainer: Policy communication for Reproductive health and Malaria and the Kenya PHE coalition
- ☑ Strategy Development: supported the development of the advocacy strategies for Family Health Options Kenya (FHOK) and Kenya Water for Health Organization (KWAHO) and the budget analysis strategy for NAYA- Kenya
- ☑ Development of training manuals: developed the Community Health Volunteer training manual for LAPM for PPFA and the CHV training manual on community based mass campaigns for Evidence Action
- ☑ Development of the 2018-2020 advocacy strategy for the Fred Hollows Foundation, Kenya
- ☑ Review of the National Social Protection policy in 2019
- ☑ Contributor and reviewer of the National Neglected Tropical Diseases policy, Kenya and adaptation of the Global NTD policy in Ethiopia

#### Conference Rapporteur Experience:

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- ☑ Nov 2011: National leaders conference for the ministry of planning organized by UNFPA and the NCPD
- ☑ May 2012: Lead Rapporteur for the First National WASPA conference on Sustaining gains in the Provision of Quality Water and Sanitation Services organized by the Ministry of Water and Irrigation and funded by The World Bank and USAID

▫ NOV 2014: Lead Rapporteur for 1st Biennial Conference on social protection in Africa by PASGR

▫ May 2015: Assistant Rapporteur at the Research-policy practitioners forum on social protection in Kenya by PASGR and INCLUDE

References are available on request

## Attachment D

# STATEMENT OF OFFEROR QUALIFICATIONS

This Statement of Offeror Qualifications requests information about Offeror that will be used in the evaluation of Offeror responsibility. All Offerors must complete this form in its entirety and submit with the Proposal. Answers should be as thorough and definitive as possible and include all pertinent data. Failure to fully and truthfully disclose the information required may result in the disqualification of your Proposal from consideration or termination of the contract, once awarded. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers.

### General Information

1. Name of company/organization: GiveDirectly, Inc
2. Address of company/organization: PO Box 3221 New York, NY 10008
3. Home office address (if other than above): 33 Irving Place, Suite 2053 and 2063, New York, NY 10003  
646-504-4837 Fax No.: \_\_\_\_\_
5. Type of business entity (corporation, partnership, sole proprietorship, etc.): 501c3 Non-Profit Organization
  - A. If your organization is a corporation, please provide on a separate sheet(s), detailing the following: Date of incorporation, State of incorporation, Names of President, Vice-president, Secretary, and Treasurer.
  - B. If your organization is a partnership or individually owned, please attach a list detailing the following: Date of organization, Name of owner(s) or partners.
6. Place of incorporation (if applicable): Massachusetts, USA
7. Type of work performed by your company: GiveDirectly's mission is: To reduce poverty by providing financial assistance directly to those in need.
8. Year founded/established: 2009
9. Has your organization been in business under its present name for at least five (5) years?  YES  NO
  - A. If not, please explain why. \_\_\_\_\_
10. Primary individual to contact: Sarah Moran, sarah.moran@givedirectly.org

### Litigation Record

Have you or any member of your organization or team brought any claim, litigation, or arbitration against Harris County or any other Federal, State or Local Government during the last five (5) years?

YES  NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has Harris County or any other Federal, State or Local brought any claim or litigation against you or any member of your organization or team during the last five (5) years?

YES  NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has you or any member of your organization or team filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

YES  NO

If yes, attach a list of any lawsuits or requested arbitrations and their final outcome.

Are there any administrative proceedings, claims, lawsuits, or other exposures pending against you or any member of your organization or team?

xYES  NO

## Attachment D

# STATEMENT OF OFFEROR QUALIFICATIONS

If yes, explain: Normal levels of litigation for organization our size none of the current actions rise to the level of creating a contingent liability for us and none of which exceed 50k in potential worst case liability, also none in US

Have any subcontractors, in which your organization has some ownership, filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

YES  NO

If yes, explain: \_\_\_\_\_

Have you or any member of your organization or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for Harris County or any other Federal, State or Local Government, or Private Entity?

YES  NO

If yes, explain: \_\_\_\_\_

Have you ever failed to complete any work awarded to you?  YES  NO

If yes, explain, indicating what was not completed and the reasoning: \_\_\_\_\_

Have you ever defaulted on a contract?  YES  NO

If yes, explain: \_\_\_\_\_

### Experience Record

How many years has your organization been providing the services identified in this RFP to the following types of entities?

Government (Public) Entities: 14

Private (Commercial) Entities: 0

List three to five (3-5) similar projects as the one specified in this solicitation that your organization has completed over the last five (5) years. Attach additional pages as necessary:

1. Chicago Resilient Communities Pilot, Chicago IL
2. Cook County Promise Pilot, Cook County IL
3. In Her Hands, Georgia
4. \_\_\_\_\_
5. \_\_\_\_\_

Describe your organization's concepts for working in a team relationship with the owner and user groups during the completion of projects similar to that identified in this RFP. Identify which of the project(s) listed on Attachment F, *References*, best exemplify these concepts and experiences. Attach additional pages as necessary:

GiveDirectly has extensive experience managing large, multi-stakeholder cash programs funded by private philanthropy, local governments, and the U.S. government. GiveDirectly takes a collaborative approach to working in partnership with funders and other stakeholders to ensure that programs are designed and implemented in a manner that meets the

needs of all team members. Our work on teams is guided by our organizational values: 1) Recipients first; 2) Team next; 3) Be proactively candid; 4) Create positive energy; 5) Think rigorously; act quickly; 6) Know yourself and grow; 7) Accept reality; propose solutions; 8) Be productively ambitious.

Leveraging a variety of project management tools, GiveDirectly is skilled at leading complex teams to accomplish shared goals with ambitious timelines. Our specific approach to this proposal is detailed at further length in the RFP response; in general, however, we take a highly collaborative approach that ensures input from all stakeholders and especially from those that will be receiving services. This means dedicating sufficient time at the outset of the program to gain an understanding of the needs of the County, ensuring that all stakeholders are aligned regarding the purpose of the program and the ways in which that purpose will be realized through the specific approach, and setting up regular, recurring touchpoints to keep all stakeholders apprised of progress at the program unfolds. This will be particularly important in this case to make sure that the program implementation and research components are synergistic.

GiveDirectly's work on the Cook County Promise Pilot and Chicago Resilient Communities Pilot (as referenced in Attachment F) best exemplify similar projects that we have led.

## Attachment D STATEMENT OF OFFEROR QUALIFICATIONS

Please list categories of work that your organization normally performs with its own forces.

GiveDirectly has 10+ years experience engaging communities in the design of human-centered, technology-enabled cash programs, ranging from high-touch, on-the-ground programs to fully -remote interventions driven by machine learning. GiveDirectly provides end-to-end program administration including:

- 1) Guaranteed Income program design; 2) Project management; 3) Community entry; 4) Program application design and support; 5) Verification processes that minimize applicant burden; 6) Program communications; 7) Randomized selection lotteries; 8) Benefits counseling strategy development and implementation; 9) Robust data collection and reporting

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Please list subcontractors/subconsultants in which your organization has some ownership or relationship and list the categories of work those subcontractors/subconsultants normally perform.

AidKit: Provide the customizable tech platform on which to build/host applications, generate applicant/participant communications, program enrollment, payment admin, 1. data/reporting management

2. Peak: Provides customer service agents to staff a Help Desk that provides applicant/participant support via inbound/outbound phone calls, email, and webform.
3. \_\_\_\_\_
4. \_\_\_\_\_

Portions of work Offeror proposes to sublet in case of award of contract, including amount and type:

1. AidKit: Anticipated at \$433,575 or 2.3

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2. Peak: Anticipated at \$162,000 or 0.8%

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3. \_\_\_\_\_

Dated this day 4 of August 2023



Attachment D

STATEMENT OF OFFEROR QUALIFICATIONS

GiveDirectly, Inc.
(Name of Organization)

By: Jason Watters, Chief Financial Officer
(Title)

Submitted by [Signature]
AD89FDBC98A7483...

an individual
a partnership
a corporation

with principal office at: PO Box 3221 New York, NY 10008
(Full Address or City, State)

To be filled in by Corporation:
Date incorporated 8/6/2009

To be filled in by Partnership NA
Date formed NA
State whether partnership is general, limited or associated

Under the laws of Massachusetts State.

Executive Officer: Rory Stewart,
President

List Members:
NA

State of New York

County of West

Jason Watters, being duly sworn, deposes and attests that he/she is
(Name of Offeror's Representative)

Chief Financial Officer of GiveDirectly, Inc.
(Position Title) (Name of Organization)

and that: (1) the Offeror submitting a Statement of Qualifications for this contract opportunity and the contractors / subcontractors anticipated to perform the work are properly licensed, as applicable, and shall provide proof of said licensure needed to complete the scope of work; (2) the answers to the foregoing questions on the attached/associated forms and all statements therein are correct to the best of their knowledge; (3) the experience record are made part of this affidavit as though written in full herein; and (4) all statements and answers to the questions given in the above-mentioned experience record are true and correct.

Jason Watters, sworn to before me this 4 day
(Name of Offeror's Representative)

of August, 2023

[Signature]
Notary Public

(Seal)
My Commission expires

DON WILKINSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01W16365376
Qualified in Bronx County
My Commission Expires:

GiveDirectly, Inc.

Supplement to Attachment D, STATEMENT OF OFFEROR QUALIFICATIONS

RFP Ref. #: 23/0271

#5a: If your organization is a corporation, please provide on a separate sheet(s), detailing the following: Date of incorporation, State of incorporation, Names of President, Vice-president, Secretary, and Treasurer:

1. Date of Incorporation: August 6, 2009
2. State of Incorporation: Massachusetts, USA
3. Please find a list of all Board and Officers below:

Name	Position
Michael Faye	Executive Board Chair
Rohit Wanchoo	Board Secretary + Treasurer
Paul Niehaus	Board Director
Jacquelline Fuller	Board Director
Aly Jeddy	Board Chair
Jason Watters	Chief Financial Officer
Rory Stewart	President

**SUBCONTRACTOR LISTING FORM**

Contractor must provide information below for any potential subcontractors or subconsultants, professionals, suppliers, and vendors used in connection with the project. The County reserves the right to reject proposed subcontractors or subconsultants on any reasonable basis. Harris County must approve the actual subcontractors prior to their use (add additional pages if necessary):

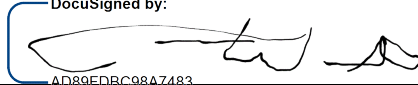
Company Name: <u>AidKit</u>	Industry: <u>Software</u>
DUNS #: <u>073560400</u>	Name of Principal: <u>Brittany Christenson</u>
Approximate Contract Value \$ <u>450,000</u>	Start & End of Contract <u>08/2023 - 08/2025</u>
Certified HUB / MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work to be performed: <u>Software, technical, and program support to build the end-to-end application, eligibility, verification and payment distribution workflow for Harris County's Uplift GI Program</u>	

Company Name: <u>Peak Support</u>	Industry: <u>Customer Support</u>
DUNS #: <u>088019974</u>	Name of Principal: <u>Jonathan Steiman</u>
Approximate Contract Value \$ <u>162,000</u>	Start & End of Contract <u>11/2023 - 08/2025</u>
Certified HUB / MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work to be performed: <u>Provide a team of customer support agents to staff the Uplift GI Program Help Desk to provide applicants, recipients, and others with program information and customer support related to applications, enrollment, payments, and other inquiries.</u>	

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____	

Contractor shall be responsible for ensuring any Subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists and shall obtain and submit licenses for any subcontractors if the work being performed requires licensing in accordance with state or federal law. A final Subcontractor Listing Form will be required prior to contract award. If any of the required information changes throughout the term of the contract, Contractor must submit a revision to the County for approval.

I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources.

DocuSigned by:  
  
 Signature of Contractor: \_\_\_\_\_  
 Print Name: Jason Watters

## Attachment F REFERENCES

Reference #1

Organization Name: Chicago Mayor's Office

Contact Name/Telephone No.: Nancy Cao 312-742-3226

E-mail Address: Nancy.Cao@cityofchicago.org

Address: 121 N. LaSalle St, Suite 406 Chicago IL 60602

Services provided: \_\_\_\_\_

- GiveDirectly works closely with the Chicago Mayor's Office on the design and implementation of CRCP

Reference #2

Organization Name: Chicago Department of Family Support Services

Contact Name/Telephone No.: Mark Sanders 312-933-9705

E-mail Address: Mark.SandersII@cityofchicago.org

Address: 1615 W. Chicago Ave. Chicago, IL 60620

Services provided: \_\_\_\_\_

- GiveDirectly works closely with the Chicago Department of Family Support Services on the design and implementation of CRCP

Reference #3

Organization Name: Cook County Bureau of Economic Development

Contact Name/Telephone No.: Pete Subkoviak 773-403-1080

E-mail Address: peter.subkoviak@cookcountyil.gov

Address: 69 West Washington St., 29th Fl Chicago, IL 60602

Services provided: - GiveDirectly works closely with the Cook County Bureau of Economic Development on the design and implementation of CCP

## Attachment F REFERENCES

### Reference #4

Organization Name: GRO Fund

Contact Name/Telephone No.: Hope Wollensack 504-439-6649

E-mail Address: hope@thegrofund.org

Address: 422 Glen Iris Dr., Atlanta, GA

Services provided: \_\_\_\_\_  
 - GiveDirectly works closely with the GRO Funds on the design and implementation of In Her Hands guaranteed income program

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Reference #5

Organization Name: Inclusive Economy Lab

Contact Name/Telephone No.: Misuzu Schexnider 773.834.4292

E-mail Address: misuzums@uchicago.edu

Address: 111 W Washington St # 1023, Chicago, IL 60602

Services provided: \_\_\_\_\_  
 - IEL is the research partner on GiveDirectly's Chicago Resilient Communities Pilot and Cook County Promise Pilot

\_\_\_\_\_

- As Program Administrator, GD collaborates regularly with the IEL team to ensure project design and implementation are aligned with research design and goals"

\_\_\_\_\_

\_\_\_\_\_

### Reference #6

Organization Name: google.org

Contact Name/Telephone No.: Alex Diaz 551-689-8953

E-mail Address: ajdiaz@google.com

Address: 85 10th Avenue, New York, NY

Services provided: \_\_\_\_\_  
 - GD partnered with Google.org to deliver emergency cash relief in response to domestic disasters affecting people living in poverty

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Attachment G CONTRACTOR PROFILE

(To be submitted within fifteen (15) working days after being notified as apparent low bidder.)

RFP - Uplift Harris Administrator for Harris  
County Public Health Services (ARPA)

Project Name: \_\_\_\_\_ Project No. \_\_\_\_\_

Name of Contractor GiveDirectly, Inc. Contractor's FED Tax ID# 27-1661997 DUNS # \_\_\_\_\_ UEI: SUZLKRPRJ1K5

Name of Subcontractor \_\_\_\_\_ Subcontractor's FED Tax ID# \_\_\_\_\_ DUNS # \_\_\_\_\_

Category of Trade (e.g. Carpentry, Electrical, Plumbing, etc.)  
501c3 Non-Profit Organization

Type of Contract:

- Construction  Professional  Non-professional Services  Supplies  Equipment
- Architectural / Engineering

NA, non-profit organization with no owners, but  
instead a board of directors (information provided in  
seperate attachment)

Name of Principle Owner(s) \_\_\_\_\_

Name of Contact Person Sarah Moran

Company Address PO Box 3221, New York, NY 10008

\_\_\_\_\_ Phone  
646-504-4837

Email sarah.moran@givedirectly.org

Estimated Amount of Contract or Subcontract:

\$ \_\_\_\_\_ **Women Owned:**  Yes  No

**Minority Owned:**  Yes  No

**Section 3 Business:**  Yes  No (if yes, must attach the Harris County Section 3 Business Concern Self-Certification form)

DocuSigned by:

  
\_\_\_\_\_  
AD09FDBC96A7463...

Signature of Contractor

August 3, 2023 | 10:08 AM EDT

\_\_\_\_\_  
Date

## Attachment K

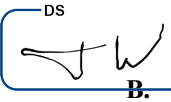
# CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

GiveDirectly, Inc.

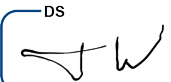
The undersigned [Offeror] certifies, to the best of his or her knowledge that \_\_\_\_\_, Offeror company or legal entity responding to this RFP, understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed under *Required Contract Provisions* (Attachment N), and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Offeror must initial by each regulatory requirement and sign below**

 **A.**

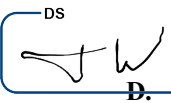
**ACCESS TO RECORDS & RECORD RETENTION** – Offeror agrees to comply with 2 CFR 200.336 and provide Harris County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Offeror(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Offeror shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

 **B.**

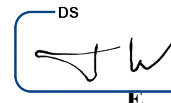
**ACCESSIBILITY** – Offeror agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Offeror must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

 **C.**

**BYRD ANTI-LOBBYING AGREEMENT** – Offeror submitting responses exceeding \$100,000 agree to comply with CFR 200 APPENDIX II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment C, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.

 **D.**

**CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)** – Offeror agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

 **E.**

**CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT** – If at any time during the contract term funding to contract exceeds \$150,000, Offeror agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Offeror agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean


## Attachment K

## CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Offeror agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DS



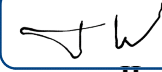
**F. CONTRACT WORK HOURS & SAFETY STANDARDS ACT** – Offeror agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

DS



**G. COPELAND “ANTI-KICKBACK” ACT** – Offeror agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DS



**H. COST PLUS CONTRACTING PROHIBITED** – Offeror agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Offeror agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

DS



**I. DAVIS BACON & RELATED ACTS** – When applicable, Offeror agrees to comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

DS



**J. DEBARMENT AND SUSPENSION** – Offeror affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

DS



**K. ENERGY EFFICIENCY** – Offeror agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).



## Attachment K

## CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

DS  


**L. EQUAL EMPLOYMENT OPPORTUNITY** – Offeror agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

Offeror agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

DS  


**M. EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES** – Offeror agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Offeror agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

DS  


**N. EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS** – Offeror agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Offeror agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Offeror agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices.

Offeror shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

DS  


**O. FAIR LABOR STANDARDS ACT** – Offeror agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Offeror warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

DS  


**P. FLOOD DISASTER PROTECTION ACT OF 1973** – Offeror agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

DS  



**Q. GREEN BUILDING** – Offeror agrees to comply with local codes and national building codes for any work involving rehabilitation or construction, including design. When contract is funded, in whole or in part, by HUD funding, Offeror agrees to comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or

## Attachment K


## CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Offeror agrees to comply with the following standards, as applicable:


- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

DS  



**R. HOLD HARMLESS AGREEMENT** – Offeror agrees to indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Offeror shall procure and maintain, with respect to the subject matter of this Request for Qualifications, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Qualifications. Certification of such coverage must be provided to the County upon request.

DS  


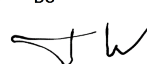
**S. LEAD BASED PAINT** – Offeror agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

DS  


**T. NON-COLLUSION** – Offeror agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Offeror agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this contract opportunity or the terms or conditions of this contract opportunity; Paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract opportunity; or Assembled in coordination with any other organization in an attempt to fix the price of the work.

DS  


**U. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES** – Offeror agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).

DS  


**V. POTENTIAL CONFLICT OF INTEREST** – In accordance with 2 CFR 200.112, Offeror agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Offeror agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local

Attachment K

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

governmental entity not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.

W. PREVAILING WAGES – Offeror agrees to comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate.

X. PROCUREMENT OF RECOVERED MATERIALS – Offeror agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunities are subject to the requirements of Section 6002.

Y. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS – Offeror agrees to comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

Z. RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS – The Offeror certifies by the submission of its Statement of Qualifications that it:
• Is not a Contractor of a foreign country included on the USTR list.
• Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
• Will not provide any product of a foreign country included on the USTR list.

AA. SECTION 3 ACT OF 1968 – Offeror agrees to comply with the provisions of 12 U.S.C. 1701u and 24 CFR 135. For any HUD-funded contract with an anticipated value in excess of \$100,000, the contract shall be considered a covered transaction for purposes of compliance with the Section 3 Act of 1968. Contractor must include the Section 3 Clause (Attachment Q, Section 3 Clause) in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135. DISCLAIMER: THIS SOLICITATION DOES NOT INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES NOT APPLY.

If requested by Harris County, Offeror agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Jason Watters, Chief Financial officer

Print Name and Title of Offeror’s Authorized Official

DocuSigned by: [Signature] AD89FDBC98A7483...

August 3, 2023 | 10:08 AM EDT

Signature of Offeror’s Authorized Official

Date

# Organization and Project Methodology

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# Firm Organization & Project Methodology

## Approach to services

### Project Design and Refinement

At the launch of the pilot, GiveDirectly and AidKit would work closely with the County and the Evaluation Partner to:

- Finalize critical program details, especially around sampling, eligibility criteria, application and enrollment process, and key technical infrastructure. Our approach to each of these is delineated further in the following sections. These should be seen as the basis for a conversation with Harris County and the Evaluation Partner and modifiable to meet the specific needs of the pilot:
  - Sampling approach and eligibility criteria in [Lottery process](#);
  - Application design in [Pre-Application Period](#)
  - Application and enrollment in [Application Period](#) and [Application Assistance and Enrollment](#);
  - Key technical infrastructure, and especially the online application, user platform, and and participant support capabilities in [Application portal management](#), [Overall approach to application assistance and enrollment](#), [Keeping applicants informed](#), [Approach to benefits counseling](#), and [Overall approach to payment administration](#);
- Establish strong working relationships and a shared understanding of roles and responsibilities;
- Agree upon a finalized budget and timeline for implementation.

The results of these discussions shall be disseminated with the Committee Working Group and feedback incorporated before any final decisions are made.

## Project Team or Committee Working Group Structure

### Working Group structure and meeting cadence

GiveDirectly is expert in project management and consortium management, and it is customary in our programs for GiveDirectly to lead regular stakeholder (working group, committee, etc.) meetings to update on program progress, report out on successes and challenges, hold partners accountable to deliverables, and ensure alignment on key decisions. We will develop a shared project workbook to transparently track progress throughout the project and guide meeting agendas based on project phase.

## Outreach

### Overall approach to outreach and engagement

Recognizing that hyperlocal expertise is invaluable to an effective outreach strategy and to program success, GiveDirectly prioritizes recruiting staff and partners from the communities and cities where it is implementing cash programs, taking into account language proficiency where possible, and partnering with local community-based organizations that serve target populations for its programs.

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GiveDirectly and AidKit bring a combined 12 years of experience implementing cash programs across a range of contexts, reaching a broad variety of people living in and experiencing poverty, including historically marginalized and excluded populations. Together, we have designed programs that have targeted and served individuals who are unhoused, undocumented, and living with a disability; families affected by disaster; and families belonging to specific demographic groups. We have paid both banked and unbanked people living in nearly every single U.S. state and territory, and we have built customer service capabilities to meet the needs of people who speak different languages and have different relationships to technology.

GiveDirectly has traditionally worked through or in close coordination with local organizations to design and implement cash programs:

- We worked with One Fair Wage on our COVID-19 relief initiative and coordinated closely with local government and disaster relief organizations in our responses to Hurricanes Harvey and Maria.
- In our guaranteed income program in Georgia, we co-designed every aspect of the program with our partner, the Georgia Resilience and Opportunity Fund, in order to ensure that our operational solutions are contextualized, appropriate, and effective.
- In Chicago and Cook County, we worked with Community Advisory Boards that represented a diverse array of constituent groups.

We will apply this experience to build an outreach and engagement plan with the County and other stakeholders, including local community-based organizations, that will ensure widespread, accessible, multilingual and culturally competent digital and in-person outreach. Partnering with local organizations for program outreach and application assistance is our preferred approach to ensure that program outreach comes from known and trusted community representatives, engendering trust among applicants.

For this program, GiveDirectly will hire a temporary full-time Outreach and Mobilization Manager and temporary community engagement staff to support the program launch end-to-end, including with public outreach, application support, benefits counseling and other assistance. The Outreach and Mobilization Manager will identify and develop partnerships with local CBOs serving target populations such as low-income residents, communities of color, undocumented residents and non-native English speakers, households with limited internet accessibility, uninsured residents, formerly incarcerated individuals, residents not currently receiving other social safety net benefits and residents in the prioritized zip codes. They will also collaborate with the ACCESS program as needed to ensure effective outreach and support is provided to this population as well.

Through local CBO outreach partners and the ACCESS program, GiveDirectly will offer outreach materials and clear and accessible information about program eligibility requirements and application details, application training and technical assistance for organization staff providing application support. We will likely coordinate training and outreach efforts across several CBOs, and provide microgrants to support their efforts to mobilize application submission among their constituents through application assistance events, information sessions, and other avenues.

In addition, we will also work with a qualified public relations and marketing vendor to develop a wide-reaching public marketing campaign that includes strategically placed public messaging campaigns via billboards, social media, TV and radio and other local media, in collaboration with the County and other stakeholders. Our experience shows that a diversified outreach strategy using multiple channels of engagement is key to ensuring uptake of the program. For example, in the Chicago pilot, applicants reported learning about the program through a variety of channels



including:

- Traditional media like TV and radio (34% of applicants),
- Social media (12%), and
- Local nonprofits (6%).

Our outreach and engagement plan will focus on similar and diverse channels to ensure widespread coverage and mobilization and will leverage multiple communication tools throughout the program's phases.

Our overall approach to outreach and engagement is summarized below:

Staff	Type	Responsibilities
<b>Outreach and mobilization manager</b>	Temporary GD staff	<ul style="list-style-type: none"> <li>• ID and develop partnerships with local CBOs</li> <li>• Design outreach materials</li> <li>• Manage Community Engagement staff</li> </ul>
<b>Community Engagement staff</b>	Temporary GD staff	<ul style="list-style-type: none"> <li>• Distribute outreach materials</li> <li>• Technical assistance to CBO partner staff for application support</li> <li>• Support enrollment &amp; benefits counseling</li> </ul>
<b>Local PR Firm</b>	Contracted	<ul style="list-style-type: none"> <li>• Develop and execute public marketing campaign</li> <li>• Manage media coverage</li> </ul>

## Pre-Application Period

### Overall approach to designing application

GiveDirectly and AidKit have experience in facilitating design conversations with government stakeholders, evaluation partners, and community stakeholders including advisory groups, as well as supporting outreach partners to provide application assistance.

Before the application goes live, GiveDirectly would work with the County, evaluation partner, and other relevant stakeholders to establish benchmarks for representation across demographic, geographic, and socio-economic indicators. GiveDirectly also proposes to work with the County and evaluation partner to ensure the application questions and information collected from applicants include parameters to help us capture all necessary metrics.

GiveDirectly works with local CBOs recruited as outreach and application assistance partners to support user testing and translation vetting prior to application launch, a critical step in building trust and improving design. In our experience, user testing is critical to building buy-in for the application among applicants and assistance partners alike, and to identify issues with language, flow, and accessibility. For Georgia,

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Chicago and Cook County, GiveDirectly recruited user testers who represented focus populations and the eligible community – including people living with disabilities and unhoused community members – to ensure the application was accessible. We would work with outreach partners to do the same for the Harris County application.

GiveDirectly has worked closely with its past partners to develop materials for applicants and assistance partners alike. We also propose hosting information sessions and webinars to provide training on the application process, address frequently asked questions and ensure that all parties - applicants and organizations alike - are prepared when applications open.

**Working across partners in Georgia:** Successful outreach in Georgia required close coordination across partners to ensure that our approach adequately took into consideration the needs, constraints, and aspirations of participants while also fulfilling program requirements. GiveDirectly worked with our partners at GRO, the project Community Advisory Committee, and the project’s research partners to ensure we captured the right information at the application stage, including data necessary to conduct a weighted lottery to select program recipients from a broader pool of eligible applicants.

We would work closely with Harris County and the evaluation partner to emulate our past successful experiences in designing and launching applications that meet the needs of the pilot, and ensure that staff and partners are fully trained to provide support and technical assistance to applicants throughout the application period. More on our approach to application and application portal specific design features and participant support mechanisms and processes can be found below in [Application Period](#) and [Application Assistance and Enrollment](#).

## Application Period

### Application portal management

GiveDirectly and AidKit will build Harris County a mobile-first web-based application that can be accessed with a public link. The application can be set up to redirect from the County website or other dedicated websites, as discussed with the County and agreed upon by the Project committee during the design stage. As we have done for Georgia, Chicago and Cook County, AidKit will host the application. It will be built on cloud computing technology that allows for provisioning of additional resources incredibly quickly to account for surges in inbound applications.

In the past, we have handled very large numbers of applicants – from 0 requests per second to hundreds of thousands of requests per second without crashing or reaching failure modes, as demonstrated in the Chicago Resilient Communities pilot, when we saw over 175,000 applications, with about 90,000 coming in the first 24 hours after the application opened, and the Cook County Promise Pilot, when we saw over 230,000 applications, with over 67,000 coming in the first 24 hours.

Our ability to handle application volumes in the hundreds of thousands is due to several systems in place that prevent crashes, bad actors, and bots. These include:



- Reducing server vulnerability by using high capacity cloud-based servers and keeping applications in what can essentially be described as a large holding tank before ingesting them into our system
- Reducing attacks by bad actors by using mobile number verification, which is easier and more accessible for users than 2 factor authentication or remembering a password, and provides an extra layer of security.
- Leveraging multiple coding languages and using microservices for reliable scalability

We are confident that our application system can handle similar or higher rates of application submission for the Harris County Uplift program. Once the application is set up, we provide ongoing support as described below in [Application Assistance and Enrollment](#).

## Application Assistance and Enrollment

### Overall approach to application assistance and enrollment

#### Technology

GiveDirectly and AidKit will work together to set up applications that enable both applicant-led and assistant-supported processes. Applicants and application assistants from outreach organizations are able to complete and submit applications, check the status of their application, respond to requests for more information, and receive updates about the project timeline via text message and/or email linked to their unique profile. Similarly, outreach organizations can receive updates about the applicants they are supporting or are connected to.

Below, we describe our approach to remote application assistance. For more information on in-person assistance supported by outreach partners, see [In-person assistance](#).

We will leverage a customer service platform that enables us to resolve applicant inquiries efficiently and at scale. The customer service case management system allows us to use a mix of automated workflows and individualized responses to ensure all requests are resolved in a timely manner, even during busy periods. We also leverage built-in data dashboards to monitor and track our customer service.

The specific features of our customer service platform include:

1. **Webform responses** based on Frequently Asked Questions, which allow the vast majority of inbound questions to be answered with “one touch” (i.e., through a self-guided webform response),
2. **Voicemail**, which enables us to share information and manage inbound calls that are out of office, to which customer service agents will respond within 48 hours,
3. **Interactive Voice Response (IVR)**, which redirects phone calls to appropriate language support with the appropriate customer service agent.

#### Staffing

GiveDirectly partners with Peak Support to provide staff for the Help Desk who answer inbound calls and respond to email and webform inquiries. We can adjust the staffing of the Help Desk based on demand.

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For the Cook County Promise Pilot application period, we had 10 customer service agents on call to support 2 languages and respond to over 3,700 inbound requests during the three week application period (2,541 calls, 564 webform inquiries, and 670 emails). When demand for the project exceeded our plans, we were able to quickly add customer support staffing to ensure we were able to respond to inbound calls on a timely basis. For both the Chicago Resilient Communities Pilot and Cook County Promise average wait time through the program duration for inbound calls is around 1 minute.

For this program, we would anticipate employing up to 8 desk agents to provide support in 2 languages. We are therefore confident that we can meet the County's requirement to provide assistance with average wait times less than 5 minutes.

Customer service agents, outreach partners, and other staff are trained via webinar, in-person training, written guides and other channels to provide comprehensive application assistance to applicants. GiveDirectly has led webinars and information sessions to ensure all relevant parties are familiar with the application and comfortable guiding applicants through the process.

### **Language support**

Our application portal and payment system can be configured in any language necessary. For customer service, we support English, Spanish, and Tagalog natively and can add additional languages as needed. In Chicago, the application was translated into 6 languages: Spanish, Arabic, Polish, Tagalog, Chinese (simplified), and English. We provided customer service support directly in Spanish, English, Arabic, Polish, and Tagalog, and we worked through local community partners to support Mandarin and Cantonese.

For this pilot program, we would be able adapt the application, portal, and payment system to be available in the most common languages used in Harris County aside from English. We would ensure our customer service support team could also provide support in these languages, as well as coordinate with local community partners who are able to provide support to specific language groups, such as Spanish or Vietnamese.

We can further adapt to the needs of the program by:

1. Directing applicants to English or Spanish agents via IVR,
2. Updating our automatic response FAQs nimbly and frequently based on applicant questions,
3. Having different inbound flows for applicants versus for Assistance Partners (via IVR) so that Application Assistance partners can get support as well.

### **In-person assistance**

We recognize that some applicants may prefer or require in-person assistance in order to complete the application. For this program, we will identify local community based organizations through the outreach and engagement plan development and implementation process (see the [Outreach](#) section for more details) that provide services in different locations that provide geographic coverage of Harris County. These organizations' sites will be selected based on accessibility criteria, such as ADA accessibility, proximity to public transportation and other factors that may impact accessibility.



As part of the outreach process, outreach organizations will be recruited to serve as Application Assistance Partners to host application assistance events, or provide dedicated hours during which Harris County residents can visit organization sites for support with completing online application forms, including uploading eligibility documents.

GiveDirectly and AidKit will provide outreach organizations with application assistance training, develop and share application guidance materials, provide a calendar of application events for the pilot website, and otherwise provide technical assistance to Application Assistance Partners, including in person, as needed.

In Cook County, local organizations that participated in outreach and application assistance were also engaged to host in-person enrollment events for selected participants. These events are staffed by GiveDirectly staff and provide full service enrollment support (including benefits counseling) to participants who are required to enroll in person, or who choose to receive in person support with enrollment. See the [Enrollment and Benefits Counseling section](#) for more details on in person enrollment and benefits counseling strategy.

### Keeping applicants informed

Applicants receive automated feedback to guide data and documentation submission as they complete their applications. Communication with applicants takes place directly in AidKit's system, allowing for automated and targeted notifications via text and/or email provided by applicants. This ensures that applicants receive timely and relevant updates about the status of their application, requests for documentation resubmission, and other updates throughout the application process. Applicants will also have access to a status page where they can check on the status of their application and payments, review FAQs, and find contact information for customer support.

As an example: for Chicago, we saw relatively high rates of self-attestation on eligibility criteria at the point of application that were reduced by 50-70% during the application period through additional, targeted document requests. Just 1-2 nudges allowed us to reduce the number of people whose eligibility was uncertain without significantly burdening all 176K applicants.

### Minimizing applicant burden

#### **Application process**

GiveDirectly and AidKit recommend a phased application process by which all applicants would complete a light first round application, gathering the requisition information to screen for their eligibility, satisfy outreach monitoring and management requirements, inform stratification for research, and inform the remainder of the application and enrollment process. This application would be hosted on a public website during the open application period. Interested individuals could apply remotely via the website, or through an Application Assistance Partner.

We recommend focusing the first application phase on gathering self-reported and demographic data, before inviting a randomly selected group of applicants to provide additional documentation to support their eligibility. This will reduce the burden on applicants, the vast majority of whom will not be selected for the pilot.



With many applicants expected to apply for a limited number of slots, we recommend a combination of reservoir sampling and weighted selection to identify applicants to provide additional documentation in the second application phase. This approach will place applicants into a randomized queue for full review and verification. This approach is impartial and helps to overcome the infeasibility of conducting a manual review of a high volume of applications.

GiveDirectly used similar methods to manage the high volume of submissions to the Chicago Resilient Communities Pilot (more than 175,000 applications submitted) and the Cook County Promise Pilot (more than 230,000 applications submitted). We are happy to provide more detail on this approach as requested, as we think it was a critical factor in our selection as Program Administrator for these programs.

### **Low-burden document validation**

We recognize that some applications will require more burdensome documentation validation processes; however, we endeavor to minimize this burden wherever possible. To that end, the AidKit platform allows applicants to update or correct their information and upload additional documents to support their eligibility during the application period. The platform enables two pathways for eligibility verification:

- Automated checks against administrative data or lists, including voter files, benefits program lists, housing authority lists, census tracts, etc.
  - Example: if someone enters a name, date of birth, and address that match those on the voter file, we can verify the individual for identity and residence. Additionally, if that address is in a pre-qualified census tract, we can verify that individual as income eligible
  - Approximately 50% of applicants in the Chicago Resilient Communities Pilot were matched to voter rolls and housing lists, substantially improving our confidence in the applicant pool and reducing the burden of manual verification.
- Manual checks where applicant information cannot be verified automatically: The AidKit portal enables rapid manual document review by trained application screeners to support eligibility assessment for applicants
  - In Cook County, GiveDirectly conducted manual verification on over 12,000 applications in 4 weeks.

### **Application accessibility**

As much as we will seek to reduce the documentation burden, a certain level of documentation will ultimately be needed to verify eligibility. We will work with the County team to determine how much documentation we would want to collect from applicants. AidKit's application has a frictionless interface that minimizes the burden of this on the applicant. Applications built in AidKit are extremely user-friendly and designed for a mobile-first experience, but can be completed on any device. Applicants are not required to create an account or login credentials, but instead verify their mobile phone number or email address. This approach provides significant advantages:

- Easy and secure access to the application,
- No burden from remembering login credentials,
- Automatic progress saving, so applicants can return to their application from any device to complete and apply.

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Applicants can upload documentation to support their application via in-line document upload from their mobile device or computer.

Furthermore, the system is designed to reduce the effort required from applicants by asking only for necessary information and documentation and avoiding any duplicate data entry. Data from applicants, including any documentation, attestation, and signatures frequently required as part of the application process are supported by an enhanced chain of consent and recordkeeping.

Integrated document e-signature, upload, and storage features remove the need for manual signing and filling, thus minimizing and streamlining any human review needed to verify eligibility.

The application forms have been designed to be able to evolve, be iterated on and adapted quickly for the needs of other future programs, such as this pilot program. Additional questions and fields can be added quickly and easily if changes are required at any point during the program.

This project is an opportunity for the County to build support for a permanent program by demonstrating that social programs can be executed in a dignified, trust-based, and empowering way without resulting in fraud or abuse, thus combatting the “time tax” traditionally inherent in social benefits administration. There is often a one size fits all approach to enlisting and enrolling people in public benefits programs when actually segmentation and customization is critical. This project won’t tackle every aspect of things that contribute to the time tax, but we experiment with a more human-centered design approach to eligibility verification which could demonstrate a new way of working for public sector entities nation-wide.

## Lottery/Process for Random Selection

GiveDirectly and AidKit have experience running fair, efficient, and transparent lotteries.

At the program’s outset, we prioritize building a diverse applicant pool by making sure that the outreach process is robust and data-informed and the application process is accessible.

After establishing benchmarks and analyzing available local data as described in [Overall approach to designing application](#), we would then compare inbound applications against those benchmarks to determine where certain groups or communities were under or over-represented.

AidKit’s platform can provide near-instantaneous analysis against these indicators, and we can quickly utilize these trends to focus strategy and efforts with outreach partners.

Our recommendations stem from our experience managing selection lotteries in multiple projects, including with our technology platform partner AidKit.

In addition to a lottery selection and waitlist process, GiveDirectly recommends a pre-lottery verification process. Together, these three processes ensure that individuals entered into the selection process are eligible; that the process itself is fair, efficient, and responsive to the needs of the evaluation partner; and that pre-enrollment dropouts are handled efficiently.

### Lottery process

#### **Pre-lottery verification**

The goal of pre-lottery verification is to ensure that the pool of individuals who are entered into the selection lottery is as “clean” as possible. The pre-lottery verification serves to ensure that all applicants are verified for eligibility, duplicates are removed, and any fraudulent applications are identified and removed.

At this stage, GiveDirectly and AidKit review characteristics of the applicant pool for:

- Deduplication of applicants based on name, address, phone number, DOB, etc., as well as fuzzy matches, such as similar names that are likely the same person, or nearly identical addresses distinguished only by one having a typo.
- Automatic text extraction from documents to ensure that fake IDs or other falsified documents are not being used or reused
- Barcode reading to verify drivers’ licenses are valid
- Automated checks against existing databases, such as voter rolls, license registration data, etc. to leverage existing administrative data and prevent fraud.

Given the scale of this project and the goal of having an estimated 1,927 participants across both the geographic and ACCESS cohorts in the treatment group, we would expect about 3,000 - 6,000 individuals to go through the randomized manual verification process, as described in [Minimizing applicant burden](#), and the deeper pre-lottery verification, to ensure an adequate lottery pool for selecting treatment and control groups.

### **Lottery selection process**

We have the capabilities to run selection lotteries ourselves, or to work with the selected Evaluation partner to conduct the lottery, according to the benchmarks agreed to with the County. In Georgia, GiveDirectly and AidKit ran a weighted selection lottery; in Chicago and Cook County, GiveDirectly and AidKit provided the full dataset to the evaluation partner for them to do the selection. Information gathered through the application can ensure that multiple lotteries can be run simultaneously to select applicants for each cohort defined by the County.

### **Waitlist**

We recommend employing the same waitlist strategy that was used for Cook County and Chicago. Based on prioritized characteristics, participants assigned to the control group will be randomly assigned a waitlist placement. If an applicant in either of the treatment cohorts (based on Zip code or ACCESS participation) is removed (such as because they chose not to enroll, did not enroll in time, were deemed ineligible, or were removed for other reasons), the person with the top waitlist placement from that same prioritized characteristic and/or cohort assignment will be invited to enroll.

We also have experience with targeting outreach to selected applicants who are initially unresponsive to maximize their opportunity to enroll. Adopting these more proactive strategies in past programs led to a decrease in participants selected from the waitlist of 10% in Chicago to 5.5% in Cook County due to a change in the outreach strategy to selected participants.

## Enrollment and Benefits Counseling

### Overall approach to enrollment

#### **Pre-enrollment verification**

The goal of pre-enrollment verification is to conduct another set of checks to ensure that anyone who is selected for the pilot has had all aspects of their eligibility confirmed. This may be through documentation collection and review, or through a robust enrollment process designed for individuals who may not have documentation or proof of eligibility (undocumented, unhoused, housing unstable, and other excluded groups may fall into this category).

This final verification process can be focused on the individuals who have been selected for treatment and can happen virtually (through text/email requests) or in person (at in-person enrollment assistance events). For the Chicago and Cook County pilots, we allowed individuals who had proven eligibility to enroll remotely, while we asked individuals without documentation to enroll in person, allowing documentation to be verified at the time of enrollment.

#### **Enrollment process**

GiveDirectly has a comprehensive process for enrolling potential participants, with the aim of making the process seamless. We have created systems for enrollment, communication, and participant support with benefits counseling and payment method selection in our Georgia, Chicago and Cook County programs that would be utilized and adapted for this pilot program.

Overall, GiveDirectly and AidKit will design and implement an enrollment process and form that does the following:

- Reiterates key information about the program
- Outlines the respective roles and responsibilities of the Administrator and participants
- Collects consents required for pilot participation
- Requires minimum verification standards, like identity verification
- Gates enrollment on completion of benefits counseling for individuals, where required or where prudent / recommended

Specific details about how we accomplish this are as follow:

Selection notification: Once applicants are selected for the pilot, they are notified by their preferred contact method (text message/email/automated mass outbound call).

Enrollment communications and preparation: Along with their selection notification, participants are provided with information about the enrollment process including:

- *Enrollment timeline:* Information about the timing of open remote enrollment, dates and times for in-person, assisted enrollment, as well as expected payment dates;
- *How and where they can enroll:* Options for remote and in-person or assisted enrollment, and how long to expect enrollment to take;





- *What they need to enroll:* What, if any, information or documentation they still need to provide in order to enroll remotely, or that they might have to provide if they decide to enroll in-person;
- *Benefits information:* Information about which benefits are protected and which might be at risk and as well as how to schedule benefits counseling sessions;
- *Payment selection information:* Preview their options for payment method.

Throughout this period, GiveDirectly's customer service Help Desk will be open and able to answer any questions that participants have in order to help them prepare for enrollment.

Enrollment: For a pilot of this size, we recommend taking a hybrid approach to enrollment, allowing individuals who are approved, interested and comfortable enrolling remotely to do so. In-person enrollment options are described at greater length below. As with the application, we will build a mobile-friendly enrollment form that individuals can complete online or with the assistance of a GiveDirectly Community Engagement Officer.

During the enrollment period, participants will be asked to consent to program requirements, confirm that they have completed benefits counseling or opted out (if this is an option available), select their preferred payment method, and be provided information about what to expect next.

Benefits counseling - described further in [Approach to benefits counseling](#) - will happen in parallel with enrollment. Counseling sessions can be scheduled at individuals' convenience, either remotely or at in-person enrollment. For individuals high-risk enough to warrant mandatory counseling, we can make their enrollment contingent upon completion of benefits counseling. We will leverage the same technology systems we used in the Chicago and Cook County pilots to enroll participants.

### **AidKit technology in the enrollment process**

The enrollment process will be tech-enabled, leveraging the AidKit platform to ensure that all data - from application to payments - is connected. This reduces applicant burden during enrollment because AidKit will have applicants' information on file, eliminating the need for repetitive questions. This also reduces the potential for back-end errors by eliminating the need to do data matching between applicant and enrollee data sets.

Applicants that have been verified and selected, can finalize their enrollment in the same portal they would use to see their upcoming payments, select and/or change their payment method, and update their contact information.

### **Hybrid enrollment options**

GiveDirectly has significant experience conducting enrollment and benefits counseling for cash programs at scale. We have accomplished this by leveraging hybrid models that enable remote, and in-person activities, including enrollment, benefits counseling, and payment, depending on the needs of the project and the communities being served.

In-person activities are useful when additional diligence on someone's eligibility is necessary, or when working with a population that needs deeper support on benefits. For projects with larger cohorts of applicants, such as the Harris County Uplift program, we have designed more flexible enrollment



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processes that can be conducted fully remotely, completely in-person and assisted, or in a hybrid approach, depending on the preference of the applicants.

Taking a hybrid, responsive approach is critical for projects that are large-scale but want to meet the needs of a diverse community. Having a one-size fits all approach is not a good strategy, and we would want to work with all project partners to design a flexible approach that can best meet the needs of program participants.

**Flexible enrollment processes in practice:** In Chicago, applicants whose identity and residency had been verified (with documentation or third-party lists), were invited to enroll remotely (if they chose).

However, for individuals who have not provided or cannot provide documentation, or for individuals who want additional support, we invite them to in-person enrollment where GiveDirectly staff can assess their situation, gather additional information and documentation, and walk them through the process. In Chicago, 15% of participants received in-person enrollment support, and 85% enrolled remotely. We also offer both remote and in-person benefits counseling, which applicants can choose to do as individually or in a group based setting.

## Approach to benefits counseling

GiveDirectly will take a layered, segmented, and multi-prong approach to benefits counseling to ensure all program participants and their households have informed consent to participate and to reduce the risk that participants experience any unexpected or long-term benefits loss.

### Layered information

First, we will ensure that we are communicating early and often about possible benefits interactions to program applicants, and by leveraging the application and enrollment process to continuously remind individuals about prospective benefits interactions. We will do so in a way that is objective, not threatening, while ensuring that prospective participants have multiple opportunities to consider how their participation in this program might impact their other sources of income. We will convey this information in a way that informs but does not discourage individuals who would benefit from applying.

Applicants will see information about benefits interactions at multiple stages of the process:

- **Pre-application FAQs:** these will be hosted on the application home page and on the Uplift Harris County pilot website
- **In-application flags:** If applicants *indicate* that they are receiving benefits that will not be protected or may be at risk, a flag will appear that says “This benefit is likely to be impacted.”
- **Pre-enrollment preparation:** In the period before enrollment begins, applicants will get high-level information about which benefits are or are not protected, and will be able to sign up for mandatory (see below) one-on-one or voluntary group counseling
- **Enrollment:** Based on the segmentation we determine in consultation with the County, we would gate enrollment on having completed mandatory benefits counseling. At enrollment, all pilot



participants would be asked to affirm that they acknowledge the risks to their current or future individual and household benefits and that they want to participate anyway

- **Post-enrollment:** GiveDirectly will provide all pilot participants with a letter detailing the protections that should be in place based on the waivers that the County and the pilot team are able to secure. This letter could be used to share with case workers and benefits providers if any questions arise about someone's participation
- **At program end:** At the end of the program, GiveDirectly can support referrals to benefits counseling and onboarding to individuals that we flag as eligible (based on self-reported income and household size) but who reported not receiving benefits at program entry

### Segmented Approach

Second, we will take a segmented, personalized approach to providing benefits counseling to ensure we are spending the most time on individuals who need intensive support and analysis, while ensuring 100% of program participants are informed about prospective benefits interactions. We will do this by collecting information at the application stage about what benefits individuals and their households are accessing, and using that as a data point to ensure we are adequately staffing benefits counseling. We will also work with the ACCESS program to align on any specific needs and/or supports in place for this population that may inform the benefits counseling process.

We recommend that individuals who receive benefits that are a) high value or b) very difficult to qualify/recertify for should receive intensive counseling. From our experience with the Chicago Resilient Communities Pilot and Cook County Promise, this has meant individuals who are receiving medical benefits that are difficult to protect and also difficult to secure, as well as those with unprotected housing benefits that could lead to significant changes in a household's housing costs. Additionally, should the County and pilot team be unable to secure waivers for SSI, we would expect those individuals to require mandatory intensive counseling.

Illustrative groups are listed below:

- **None/low risk:** For individuals who attest that they do not receive and do not intend to apply for public benefits, they can sign an attestation and progress to enrollment without receiving any benefits counseling
- **Medium risk:** For individuals who receive benefits and are not at risk for any or minimal benefits loss, we can refer to optional group counseling sessions that GiveDirectly will run virtually and in person.
- **High risk:** We can rapidly assess which individuals might see significant benefits loss or even negative net losses. These individuals will be flagged for intensive 1:1 counseling and will be required to complete benefits counseling prior to enrollment.

### Customized Dashboard

Third, GiveDirectly recommends requesting a customized build from the Federal Reserve Bank of Atlanta, or utilizing a similar tool, that would take into account local, state, and federal benefits information. This dashboard could also take into account any waivers that the County is able to secure. If the County does not already have plans to develop a customized calculator, GiveDirectly has the capacity to do so as part of this project proposal. This dashboard could be accessed by all pilot stakeholders, benefits counselors,



outreach partners, and participants themselves as a tool to help elucidate any potential benefits interactions. In Chicago, Cook County and Georgia, we leveraged customized dashboards to support individualized counseling. We would recommend doing the same for Harris County.

### Addressing drop outs prior to first cash payment

Our experience shows that not all participants that enroll will stick with the program through the first payment. To ensure that we reach the maximum number of participants available while adhering to a fair and rigorous selection process, we will address dropouts prior to the first payment by creating a waitlist of applicants from the control group who may be invited to enroll if a new spot opens up. See [Waitlist](#) for further details on the proposed waitlist strategy.

In both Chicago and Cook County, we used a process to select individuals from a waitlist to replace individuals who dropped out prior to first payment or were found to be ineligible in the enrollment process. The process ensures that individuals are replaced by others matching prioritized characteristics within the appropriate treatment cohort (i.e. eligibility based on their Zip code or ACCESS participation) to ensure the maintenance of the overall demographics of the participating individuals.

We are aware of and have experience in addressing drop off of participants due to concerns of benefits interactions. It is very difficult to estimate the possible drop off from this pilot due to benefits interactions until we have a sense for what benefits waivers might be secured, but our benefits counseling strategy (outlined in [Approach to benefits counseling](#)), is designed to ensure that participants have the opportunity to make informed decisions based on their individual circumstances in regard to their participation.

## Payment Administration

### Overall approach to payment administration

GiveDirectly and AidKit intend to leverage the same technology we are using in Chicago and Cook County to distribute cash payments.

AidKit will automate payments directly through its platform, enabling recipients to choose from three natively-supported payment options. AidKit has built in integrations to make same-day ACH transfers, provide physical debit cards, and provide instant access to virtual prepaid debit cards. These three options provide significant accessibility to both banked and unbanked individuals, and enable recipient preference to be expressed in the cash out method.

- **ACH direct bank transfer** is the most economical, direct, and expedited method of payment. Participants electing to receive payment via ACH will not pay any fees to receive or access the funds. Payment via direct bank transfer is available to enrollees as quickly as the same day that payments are approved.
- **Prepaid debit cards** provide an alternative to ACH transfer for individuals who are unbanked as well as participants who are hesitant to share their banking information. The only fees incurred by participants who select to be paid via prepaid debit cards are ATM cash withdrawal fees, although there are no fees at over 50,000 in-network ATMS. Debit cards can be sent directly to the home address of the participant or to a designated card distribution location (likely an outreach



organization or other trusted community-based organization), for secure pick up during designated hours (a popular option for unhoused individuals), such as GiveDirectly-led in person enrollment events..

- **Virtual prepaid debit cards** provide a convenient and immediately available payment method which may be preferred by some program participants. Benefits of offering a virtual card include: 1. card cannot be lost or stolen, 2. card distribution challenges are avoided, and 3. virtual cards offer the same low/no fee benefits as the prepaid debit cards.

ACH is completely free for recipients, for this reason we recommend providing that option as preferred for recipients who are banked. For those preferring alternative solutions, AidKit's multiple card issuing partners provide prepaid, reloadable cards with \$2 out-of-network withdrawal fees plus applicable ATM fees. Transaction reports can be issued (with recipient consent) to track expenditure data.

Functionally, monthly payment disbursement is integrated within the AidKit platform. Applicants can select their preferred payment method during the enrollment period. Synced systems ensure that all payments are automated, and the status of payment is communicated with the applicant through text message and/or email and reflected in the administrator dashboard.

AidKit has built in automation (such as validating routing numbers) to reduce payment errors and security (such as bank account number encryption) to ensure applicant payment information is securely protected. AidKit's platform automatically detects payments that have not been claimed and GiveDirectly proactively conducts outreach to participants to ensure delivery of payments that are unsuccessful.

### Online portal for recipients

The AidKit platform enables participants to view their upcoming payments, request changes to their cash-out method, and proactively update their information to avoid payment delays. AidKit's platform also integrates checks that proactively flag payment issues (i.e. closed bank accounts).

Participants will be able to request changes to their payment method, report lost cards or issues with their payments, or look for updates on their payment schedule using the AidKit portal. For any issues that cannot be resolved in AidKit, participants can reach GiveDirectly staff through our Help Desk, which will be staffed through the duration of the pilot, as detailed in the [Overall approach to application assistance and enrollment](#) section above.

### Dashboard capabilities

In addition to an online portal dedicated to participants, GiveDirectly and AidKit will also provide a real-time dashboard for the County to track payment and spending data. We can collect, track, and share payment and spending data through two unique flows.

- **Periodic program surveys:** GiveDirectly administers voluntary periodic surveys (typically quarterly or biannually) that solicit data from recipients on their spending, savings, and other financial behaviors, as well as their general well-being and satisfaction with the program.
  - GiveDirectly has historically built these surveys in consultation with research partners to ensure that we are asking appropriate supplemental questions, gathering information that may help us make programmatic adjustments, and sharing out information outside of set



research dissemination timelines. These surveys would be an opportunity for GiveDirectly to collect self-reported expenditure information from all recipients.

- **Integrated expenditure tracking:** AidKit has integrated payments through multiple debit card issuers capable of providing aggregated spending information for recipients who have opted-in to having their debit card expenditure tracked. The benefit of this is that we are able to view recipient spending across a range of major spending categories at the merchant category code level. AidKit can also support real-time dashboards on expenditure if so desired. However, there are some limitations to this method of tracking:
  - **Cash is fungible:** Recipients can choose to spend County funds on any activities that they choose, and if they know that their expenditure is being monitored, they may tend to spend on certain goods and services that they feel are “appropriate” to the program. Therefore, it doesn’t give us a full picture of how their broader spending habits may change with the infusion of \$500 per month.
  - **ATM cash-out:** Anecdotally, we have heard that monitoring debit card expenditures may lead some recipients to increase usage of ATM cash withdrawals to ensure they spend anonymously/free of surveillance.

GiveDirectly is open to discussing other program monitoring that will help provide insight into recipient utilization of their direct cash payments.

## Offboarding

### Offboarding plan

GiveDirectly can lead the development of an offboarding plan, in collaboration with the County, evaluation partner and other stakeholders, that provides relevant, up to date information to participants about the end of the program. In the Chicago pilot, GiveDirectly led the offboarding process in collaboration with City staff and the evaluation team to ensure that all stakeholders were aligned on the goals of offboarding. The evaluation team also provided guidance on the offboarding plan to avoid interference with the research.

GiveDirectly’s notification to participants in the Chicago pilot began 3 months prior to their final payment date, and included regular updates during that period, including sharing local resource information and offboarding-oriented FAQs, while providing ongoing access to the customer service Help Desk for additional offboarding inquiries. AidKit’s platform allows for the Project Team to customize offboarding notification content and schedules to meet the needs of the County, participants and other partners.

At the end of the program, GiveDirectly can support referrals to benefits counseling and assistance to individuals that we flag as eligible (based on self-reported income and household size) but who reported not receiving benefits at program entry. We can also work with the County and other partners to identify local financial resources and social services to provide referral information. In the Chicago pilot participants were surveyed to identify specific resource needs and interest in order to identify and highlight relevant local resources, and target resource information to participants based on interest and need.

## Reporting and Evaluation

## Overall approach to reporting

GiveDirectly has extensive experience in data-driven performance management, as all of our programs track operational metrics and key performance indicators to inform program execution, monitor our progress, and keep us accountable to the highest quality participant experience.

We are ready and willing to engage with all project stakeholders to build a final list of data and metrics to ensure key process and outcome metrics are tracked and reported. We will objectively and frequently assess the performance of this program based on the selected metrics. As Program Administrator, we propose outlining clear, measurable KPIs at the beginning of the program that reflect the interests and needs of all stakeholders - the County, evaluation partner, outreach partners, and most importantly, participants themselves. We will work to create a performance monitoring plan that can consistently and periodically share progress against these KPIs and an analysis/assessment of challenges and successes behind the numbers.

**Designing metrics for all stakeholders:** For the Chicago Resilient Communities Pilot and Cook County Promise Pilot, GiveDirectly rapidly designed and built an application that captured metrics necessary for:

- GiveDirectly to assess eligibility;
- The City of Chicago and Cook County to ensure representativeness of geographic, demographic, and other target populations;
- The Harvard Government Performance Lab and outreach partners to assess and monitor outreach progress;
- The research team at the Inclusive Economy Lab (IEL) to ensure sample balance, conduct a weighted lottery, and collect baseline data.

## Available program dashboards

Dashboards are a standard offering that the GiveDirectly and AidKit teams are well-versed in creating and sharing. GiveDirectly and AidKit have the existing technology to create and customize back-end dashboards for the county and evaluation partner to track application, selection, and payment distribution progress.

AidKit's offers built in dashboards to enable monitoring of program data through every implementation phase. Any information that is collected through the AidKit platform can be visually or graphically represented in these dashboards. Harris County, the Evaluation Partner, and other other authorized users, as applicable, will be able to see user-access level data in real time, providing an efficient, effective tool to make data-informed decisions throughout the pilot.

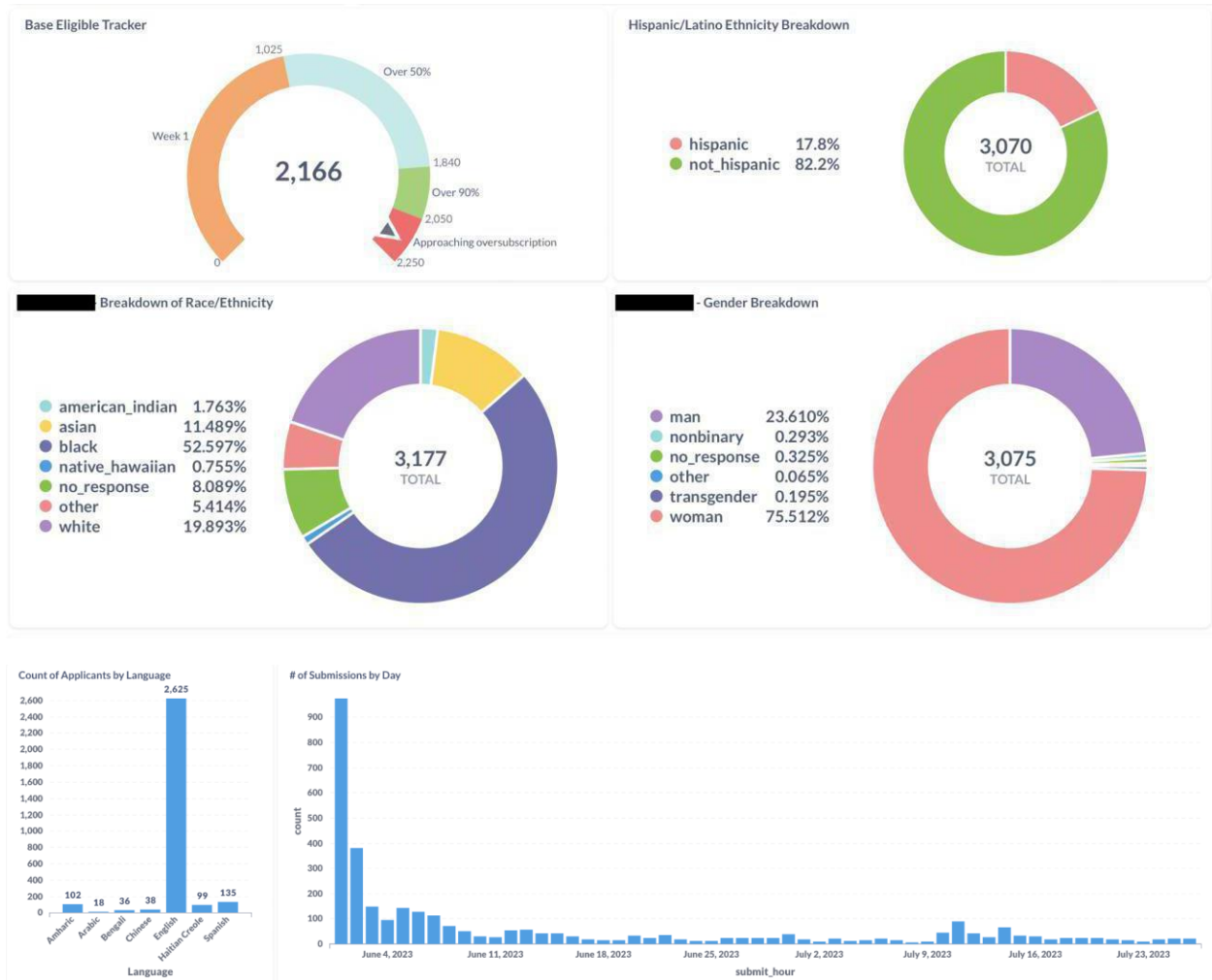
### **Application and Selection Dashboards**

Incoming applications can be monitored to help inform outreach efforts and build an equitable pool of applicants. Every question asked on the application can be represented visually on a dashboard. Common dashboard components include age, gender, race, ethnicity, veteran status, disability status, housing status, income, and home address. Priority demographics, such as applicant Zip Code, can be identified

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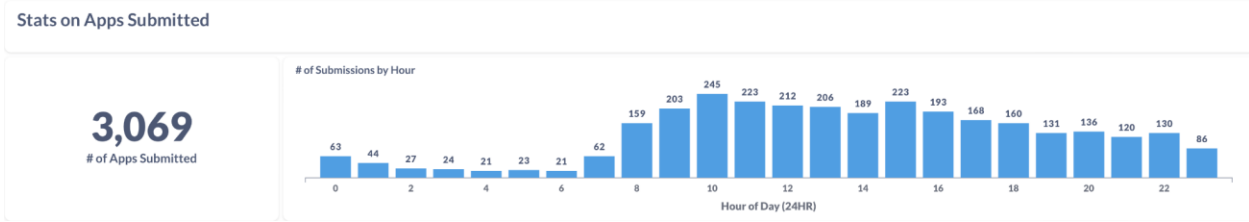
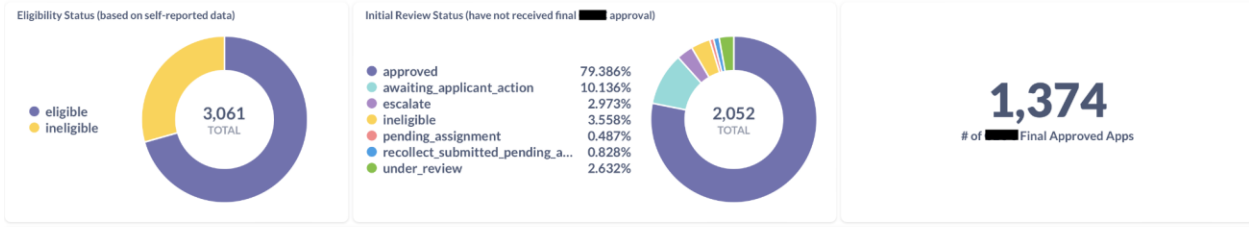
with the County and represented on a dashboard. Once the lottery is complete, all of the same information can be presented to visualize the characteristics of the selected group. Examples of these follow:



**Process Dashboards**

We can also create dashboards to visualize program processes across any number of indicators: % of applicants who completed their applications (by geography, language), % who successfully enrolled, % who withdrew (and reasons for withdrawal), as well as payment progress across the full participant pool. Examples of these follow:





Review Status

Approved Apps by Payment Group

Base Ineligible Reason

# of Final Approved Apps

**1374.00**

Eligibility Status

Initial Review Status

Outcome

Recollection

Total Recollection Requests

**1296.00**

Recollection Reviewer Assigned

**897.00**

**Payment 1**

Payment Status

Applicants with Paid Invoice

**394.00**

Total Payments Made

**392.00**

Total ACH Payments Made

**323.00**

Total Debit Card Payments Made

**69.00**

Bank Account Info Requires Correction

**0.00**

Pending Debit Card Pickup

**0.00**

Active Card, Pending Payment (Invoice Paid, has card associated, card has not been funded)

**1.00**

Bank Account Name Match Requires Review

**1.00**

AidKit’s form building tools are robust and completely customizable, allowing for custom fields to capture necessary data for reporting and evaluation. Audit logs and timestamps of all actions taken by applicants and participants in AidKit will be available to the Evaluation Partner for analysis. AidKit also hosts the integrated 2-way communications which can be leveraged to track participant engagement.



## Data security policies and procedures

AidKit is experienced in securely collecting and storing large amounts of data and has handled data collection for programs serving tens of thousands of applicants. All applicant data and documentation is stored on AidKit's servers and encrypted both in transit and at rest. AidKit uses Vanta to monitor its systems against the SOC 2 standards and can provide a trust report if requested.

At a high level:

- AidKit has infrastructure supporting the service patched as a part of routine maintenance and as a result of identified vulnerabilities to help ensure that servers supporting the service are hardened against security threats.
- AidKit performs periodic backups for production data. Data is backed up to a different location than the production system.
- AidKit uses an intrusion detection system to provide continuous monitoring of the company's network and early detection of potential security breaches.
- The company's databases are replicated to a secondary data center in real-time. Alerts are configured to notify administrators if replication fails.
- AidKit restricts privileged access to databases to authorized users with a business need.
- The company's production systems can only be remotely accessed by authorized employees possessing a valid multi-factor authentication (MFA) method.
- AidKit requires authentication to production datastores to use authorized secure authentication mechanisms, such as a unique SSH key.
- An infrastructure monitoring tool is utilized to monitor systems, infrastructure, and performance and generates alerts when specific predefined thresholds are met.
- The company's access control policy documents the requirements for the following access control functions: adding new users, modifying users, and/or removing an existing user's access.
- AidKit utilizes a log management tool to identify events that may have a potential impact on the company's ability to achieve its security objectives.
- The company's network is segmented to prevent unauthorized access to customer data.
- AidKit requires authentication to the "production network" to use unique usernames and passwords or authorized Secure Socket Shell (SSH) keys.
- AidKit restricts privileged access to the firewall to authorized users with a business need.

## Project Mobilization

Upon contract signing, GiveDirectly's U.S. Country Director, a Senior Program Manager, a Program Manager, and a Community Engagement Associate will support the pre-application and design phases of the project. We will also have a part-time Safeguarding Associate supporting escalations, referrals, audit, and investigations.

The breakdown in roles and responsibilities between GiveDirectly and AidKit over the course of the program is detailed below:

<b>Project Design &amp; Refinement</b>	<b>Primary Owner</b>
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Finalize sampling approach	Shared (GiveDirectly / AidKit)
Finalize eligibility criteria	Shared
Collaborate on application and enrollment process and design	Shared
Finalize program design, outreach, payment disbursement, and other program aspects	Shared
Design and maintain Pilot portal	AidKit
Host bi-weekly Project Team/Committee working group	GiveDirectly
<b>Outreach</b>	<b>Primary Owner</b>
Conduct widespread outreach to receive high rates of applicants from target populations	GiveDirectly
Identify local partner organization(s) to help with outreach (recruitment, application, and communication with applicants)	GiveDirectly
Develop and implement a responsive communication strategy	GiveDirectly
<b>Pre-application Period</b>	<b>Primary Owner</b>
Set up and host an application portal	AidKit
Train outreach orgs on the application process	Shared
<b>Application Period</b>	<b>Primary Owner</b>
Run the application portal	AidKit
Address any backend technological issues that may arise	Shared
Communicate with applicants about status, timeline, and additional documentation	Shared
Technical support for Outreach Partners and other stakeholders	Shared
<b>Application Assistance</b>	<b>Primary Owner</b>
Provide application training and serve as point of contact to Outreach Partner staff and other stakeholders during application period	GiveDirectly
Organize and manage in-person application assistance	GiveDirectly
Offer direct application assistance and troubleshooting via phone and/or online chat	Peak Support / GiveDirectly
<b>Lottery</b>	<b>Primary Owner</b>
Run 2 lotteries to select participants (ZIP codes/ACCESS)	AidKit / Evaluation Partner
Review applicant demographics against the County's equitable distribution model	AidKit

Create a waitlist of applicants in case of dropouts before 1st payments	AidKit
Work with the Evaluation Partner to create a representative control group	Shared
<b>Enrollment and Benefits Counseling:</b>	<b>Primary Owner</b>
Enroll participants, confirm preferred payment, sign & file paperwork, etc.	Shared
Conduct benefits counseling	GiveDirectly
Replace dropouts from waitlist	Shared
<b>Payment Administration:</b>	<b>Primary Owner</b>
Distribute monthly payments in participants' preferred low or no fee payment method	AidKit
Create and administer an online portal to track payments and resolve issues	AidKit
Host a real-time dashboard for the County to track payment and spending data	AidKit
<b>Reporting and Evaluation:</b>	<b>Primary Owner</b>
Collect data necessary for federal reporting guidelines, Harris County, and the evaluation	Shared
Create a real-time dashboard to track and monitor application submissions, the lottery/randomization process, and cash distribution metrics.	AidKit
<b>Offboarding:</b>	<b>Primary Owner</b>
Create offboarding plan	GiveDirectly
Provide advanced notice at multiple time points to participants regarding the conclusion of the Program with the anticipated final payment date.	Shared
Provide guidance to participants that is relevant to program end (points of contact, information on financial resources, social services, benefits counseling, etc.)	GiveDirectly

## Use of Subcontractors

GiveDirectly is applying as a lead agency, and plans to subcontract technology platform services to our partner AidKit, with whom we have worked closely on the Chicago and Georgia projects this year. We expect to subcontract up to \$450,000 to AidKit for the following services:

- Setting up a public-facing application portal
- Administering the application portal
- Supporting lottery execution through analysis of applicant demographics
- Leading on creating dashboards for application analysis and run demographics against County's equitable distribution model
- Distributing and tracking monthly payments through AidKit's closed-loop, integrated payments providers
- Creating an online portal for recipients to track payments

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- Proactively supporting payment resolution through automated communications with recipients
- Securely housing applicant and participant data

Together, GiveDirectly and AidKit have disbursed over \$250M to low-income families in the U.S.. GiveDirectly has chosen AidKit as our technology partner because they offer integrated, very low-fee and no-fee payment options for prepaid, reloadable debit card (via USIO), and ACH (via Dwolla).

GiveDirectly will also likely subcontract customer service support to Peak Support, our preferred customer service agency that provides on-demand customer service and call center capabilities.

GiveDirectly engages subcontractors on the basis of a procurement and due diligence policy that ensures fair and transparent selection process and maintains the safety and integrity of program operations.

#### Procurement policy

Our procurement policy requires different processes on the basis of the value of the goods or services provided by external vendors, consultants, and service providers. For services over a certain limit, either the Country Director, Regional Director, or Vice President of Operations must approve; similarly, increasing values of services escalate the signatory level up to the Managing Director, CFO, or President in the case of procurement over \$150,000.

Services beyond \$10,000 require quotes and, if sole-sourced, a written justification for this decision.

#### Due diligence procedure

GiveDirectly implements a 5-tier due diligence process with increasing levels of scrutiny over program partners. In this case, given that AidKit and Peak will both receive funding over \$50,000 and/or be subcontracted a significant portion of the scope of work, they have undergone our Tier 5 screening process - the highest level of scrutiny we impose. This entails a review of:

- General subcontractor information, such as organization status, history, scale of work and staff, address, etc.
- Registration, governance, and legal status review,
- Financial review,
- Operations and internal policies review, including a review of policies around safeguarding and child protection, data protection, whistleblowing, and staff training,
- Experience and reputation
- Capability assessment, including technical, operational, monitoring, and reporting capabilities relevant to the scope of work

In addition, GiveDirectly uses ComplyAdvantage to screen entities and individuals against sanctions list for compliance with donor requirements and anti-money laundering, and anti-terrorism.

For the purpose of this program, both AidKit and Peak Support come pre-approved by GiveDirectly through previous sole-source justifications that were secured internally as a result of their unique capabilities in human-centered design and software expertise and customer care support. For this program, we have decided to continue our partnership with these organizations because of the positive and successful experience we have had implementing the Cook County and Chicago pilots together. Both

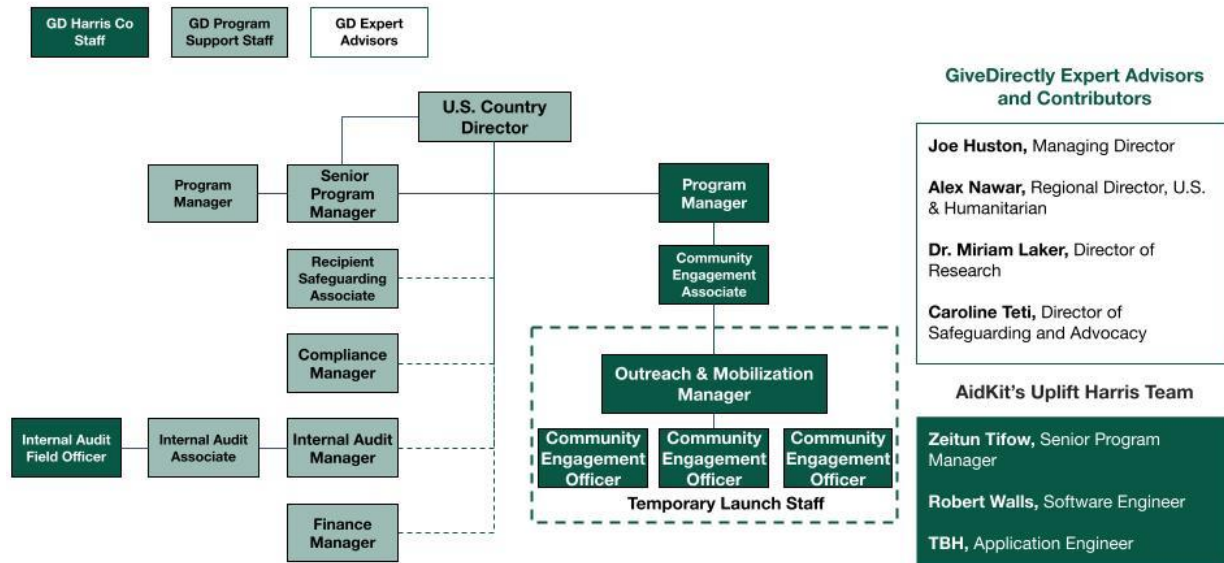
RFP - Uplift Harris Administrator for Harris County Public Health Services (ARPA)  
Ref. # 23/0271



of these projects were completed on-time and references from the Chicago Mayor's Office, the Chicago Department of Family Support Services, and the Cook County of Bureau Economic Development - who have been listed as contacts 1, 2, and 3 on Attachment F - can also speak to the high quality of the implementation.

## Project Organization Chart

### Chain of command



### Roles and responsibilities

- The U.S. Country Director will be responsible for oversight of the Uplift Harris County pilot, ensuring adherence to the highest standards of quality and providing guidance and strategic direction to the Senior Program Manager and other support staff.
- The Senior Program Manager will provide oversight to the existing Program Manager and the dedicated Uplift Harris County pilot Program Manager and team (to be hired). They will also direct internal alignment with support staff from other organizational units, and lead hiring for dedicated program staff.
- The Recipient Safeguarding Associate will advise on program design elements related to safeguarding, support on data protection and sharing, conduct partner due diligence, create risk registers, and manage safeguarding cases to resolution.
- The Compliance Manager will oversee all compliance functions and related reporting.
- The Internal Audit Manager will run all investigations into fraud, bribery, safeguarding, or other incidents and advise on non-safeguarding program concerns as well as create specific project risk registers. This individual will be supported by an Internal Audit Associate and Field Officer dedicated to support Uplift Harris County.



- The Program Manager for dedicated Harris County Uplift staff will oversee the day-to-day implementation of the program, manage the Community Engagement Associate, coordinate with stakeholders, and lead on reporting.
- The temporary Outreach and Mobilization manager will be responsible for conducting community outreach, identifying and onboarding CBO outreach partners, and managing a team of three Community Engagement Officers that will support these activities during the launch phase
- The temporary Community Engagement Officers will support an array of activities throughout the launch of the pilot which may include community outreach, application assistance, manual application verification, benefits counseling, and enrollment assistance.
- The Finance Manager will monitor budget adherence to ensure on budget spending and oversee financial reporting
- Expert Advisors from the GiveDirectly team will provide high-level guidance on key program concerns, especially related to the design and evaluation of program activities. Team members from our compliance, safeguarding, data, research, and human resources teams are expected to support as needed on hiring, monitoring, and reporting on directly related program activities.
- AidKit's Senior Program Manager will coordinate with the GiveDirectly team to ensure alignment on key technical requirements both from GiveDirectly but also from other program stakeholders, especially the County and the evaluation partner
- AidKit's Software and Application Engineers will be responsible for the tech build of each of these components

## Project Manager Identification

Maggie Shun will be the Senior Manager for the Uplift Harris County Pilot.

## Quality Assurance Program

GiveDirectly takes quality assurance seriously and incorporates dedicated quality assurance procedures across the full lifecycle of its programs. These consist of (i) dedicated follow-up and audit procedures during and after payments are made that proactively seek to identify and resolve recipient concerns; (ii) customer service and Grievance Response Mechanisms that allow customers to come to GiveDirectly with concerns; and (iii) payment control policies that preempt, to the extent possible, the risk of fraud or other safeguarding issues stemming from GiveDirectly or subcontractor staff.

### **Monitoring and audit procedures**

#### Post-payment follow-up

GD will conduct monthly follow-up (FLUP) surveys via SMS and email to confirm the successful transfer of each monthly payment. Surveys will be carefully vetted by the GiveDirectly country and Internal Audit teams to ensure that all questions are contextually relevant and collect necessary program data.

The goal of FLUP is to:

- Determine that participants' contact information is up to date
- Ask if recipients had any issues retrieving their payments

RFP - Uplift Harris Administrator for Harris County Public Health Services (ARPA)  
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- Evaluate recipient customer experience
- Resolve/log and redirect to the Internal Audit team any adverse events (e.g., theft, household conflict, or solicitation of bribes)

Non-sensitive issues such as contact information updates will be resolved by our customer service team, and sensitive issues including fraud, will be investigated by our firewalled independent audit team, which is described further below. The percentage of recipients with whom we conduct follow-up surveys may be increased if we feel we need more information to act on concentrated reports of issues emerging from specific communities.

GD's standard operational metrics for post-payment follow-up include:

- % recipients reporting receipt of transfers
- % recipients reporting fraud related to transfers
- % recipients reporting theft related to transfers
- % recipients reporting conflict related to transfers

#### Internal audit

To mitigate risk to recipients and promote recipient safeguarding, GiveDirectly carries out robust internal audit (IA) procedures that have been standardized across projects, whereby a completely independent team that is firewalled from the rest of GiveDirectly teams follows up with recipients.

The purpose of this team is to surface any issues of staff fraud, bribery, harassment, or any other maltreatment - by both GiveDirectly and partner staff on the ground. We take these issues very seriously and acknowledge that there is fraud risk involved when we send cash to recipients. Our Recipient Advocacy Team has worked to create a comprehensive safeguarding playbook and has 5+ years of experience identifying and mitigating fraud risks across our countries of operation.

GiveDirectly proactively conducts IA checks with recipients that have been flagged for meeting specific criteria as well as an additional 10% of recipients that are randomly selected.

#### **Customer service and Grievance Response Mechanism (GRM)**

As described in [Application portal management](#) and [Overall approach to application assistance and enrollment](#), we maintain a robust customer service Help Desk that offers a variety of avenues for recipients to submit feedback and for us to respond to this feedback to resolve their issues throughout the duration of the pilot. In general, the demand for these services are highest during the applications and enrollment and benefits counseling as well as around the time of monthly payments.

Our Help Desk-based active grievance mechanism complements passive grievance mechanisms such as the follow-up surveys and internal audit procedures mentioned above, which may surface issues that participants do not proactively reach out to report.

Issues reported to the Help Desk will automatically be logged in our customer service platform, and resolved by the appropriate team. In the case of non-sensitive issues, such as updating contact information or general program questions, the customer service agent will help resolve issues, often live



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on the inbound phone call. For more sensitive issues, such as theft or possible staff misconduct, cases will automatically be redirected to our firewalled Internal Audit team.

Customer service agents will each have a handbook including prepared responses to frequently asked questions, especially those that are sensitive in nature, e.g. questions about eligibility criteria. These responses will be written in collaboration with Harris County if so desired.

Throughout the lifecycle of a project our customer service vendor, Peak Support, also conducts weekly QA to assess customer service agents' responses across a number of quality metrics including thoroughness of understanding and addressing concerns, use of empathy and assurance, and use of escalation protocols. To guarantee a gold standard customer service experience, we track the following metrics:

- Customer service requests (total, daily)
- # of days to resolve cases
- # of cases outstanding after x days

For this program, we can also add in metrics related to the time it takes for applicants to access the customer service hotline, as mentioned in the RFP.

### **Payment control policies**

GiveDirectly will maintain strict controls to ensure that payments are not tampered with, e.g.:

- AidKit will keep an accessible audit log of any changes made to recipient data and enrollment or payment status;
- Ability to execute permanent eligibility changes in AidKit will be limited to the Senior Manager, Country Director and internal audit staff;
- AidKit will prepare monthly payment rosters for review and approval by the Program Manager and other program operations staff;
- Payment status reports will be generated by AidKit to allow regular payment tracking and reconciliation;
- GiveDirectly's Program Manager will review reconciliation reports to identify issues (such as a failure of transfers due to technical malfunction) and escalate as is appropriate for resolution.

## **Safety Record**

GiveDirectly has a zero tolerance policy towards any kind of preventable harm being perpetrated by GD representatives within the communities and populations where we work. GiveDirectly will ensure that all who represent GD meet their responsibilities to safeguard children and vulnerable adults from all forms of harm including but not limited to violence, exploitation, discrimination, harassment, neglect, and human right abuses. GD representatives are expected to treat all engaged with fairness, respect, and dignity while carrying out our work.

GD is committed to observing all local, national and international laws that protect children, vulnerable adults, and basic human rights. GD endorses the United Nations Convention on the Rights of the Child general principle, that all the rights guaranteed by it must be available to all children without discrimination; and article 19 which accords equal rights to protection for children from abuse.



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Ref. # 23/0271



GiveDirectly has an organization-wide Safeguarding Policy that applies to all GD employees, officers, directors, consultants, contractors, agents, and any other person associated with, or acting on, GiveDirectly's behalf in any of the jurisdictions in which the organization operates. All GiveDirectly employees are trained on the policy at onboarding and are required to attend annual refresher training. Additionally, GiveDirectly has both a Complaint and Risk Reporting Protocol and Whistleblower policy to ensure that all employees and other GiveDirectly representatives can report safety concerns without fear of retaliation.

To maintain this high standard of safety, GiveDirectly programs include two teams: Safeguarding and Internal Audit. The Safeguarding team advises on program design, conducts partner safeguarding due diligence, creates program-specific risk registers, and manages and resolves all safeguarding cases. The Internal Audit team, for its part, creates a risk register for non-safeguarding issues, advises on fraud, theft, and any other non-safeguarding concerns, and runs all investigations, including those for safeguarding issues. These teams share information, data, and work together to collaboratively resolve any cases that arise.

## Reporting capabilities

GiveDirectly maintains best-in-class financial and programmatic reporting data, and we have selected AidKit as our technology platform partner because their platform enables rapid, customizable, electronic reports in near-real time. AidKit's platform has reporting features and can generate reports quickly and easily to meet federal reporting requirements. Reports can be configured to pull any and all available data or export data for analysis. Similarly, GiveDirectly's Finance and Compliance team is well-equipped to respond to any inquiries. We have full confidence that we can build a data management system that can meet the needs of the County, the researchers, and federal reporting requirements.

### **Programmatic Reporting**

The program's applications, surveys, and forms are fully configurable and can easily be updated in real time to improve program quality without compromising data integrity. AidKit's platform automatically collects all relevant demographic, performance, and service data. Reports will be configured to meet the federal reporting requirements. Reports can be exported in CSV format on a set frequency and submitted in the format specified by the County to meet regular deadlines.

### **Financial Reporting**

Since 2016, GiveDirectly has received over \$70M in funding from U.S. government sources. Given that, we have undergone a Single Audit every year since 2018 (when we first exceeded the \$750K annual receipt audit requirement). We have not had an internal control finding during the course of the audits which evidences our strong internal control environment sufficient for federal standards. Our organization follows the invoicing procedures that adhere to the stringent guidelines outlined by the United States Federal Acquisition Regulation (FAR). These guidelines govern the invoicing of actual and eligible expenses recorded in our financial management system, Intacct. By aligning our policies with US FAR guidelines, we ensure transparency, accuracy, and compliance in our invoicing practices.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2023-1055261

**Date Filed:**  
08/03/2023

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

GiveDirectly, Inc.  
New York, NY United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Harris County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Ref. #: 23/0271

GiveDirectly, Inc. plans to submit a proposal in response to RFP Ref. #: 23/0271 "Uplift Harris Administrator for Harris County Public Health Services (ARPA)"

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Faye, Michael	St. Petersburg, FL United States	X	
	Fuller, Jacqueline	Orinda, CA United States	X	
	Jeddy, Aly	New York, NY United States	X	
	Wanchoo, Rohit	Amsterdam Amsterdam Netherlands	X	
	Niehaus, Paul	San Diego, CA United States	X	
	Watters, Jason	New York, NY United States	X	

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

2/22/75

My name is Jason Watters, and my date of birth is \_\_\_\_\_.

My address is 227 E 96th Street #3FW New York, NY 10128  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

August 4, 2023 | 1:40 PM EDT

Executed in New York County, State of NY, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

DocuSigned by:



AD89FDBC98A7483...

Signature of authorized agent of contracting business entity  
(Declarant)



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

GiveDirectly, Inc  
File Number: 802813961

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 12/30/2020

Effective: 12/30/2020



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs  
Secretary of State

**Form 811  
(Revised 05/11)**

Submit in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709

**Filing Fee: See instructions**



**Certificate of  
Reinstatement**

This space reserved for office use.

1. The name of the entity is:

GiveDirectly, Inc

The entity is a foreign entity that was required to obtain its registration under a name that differs from the legal name stated above. The name under which the entity is registered is:

The file number issued to the filing entity by the secretary of state is: 802813961

2. The jurisdiction of organization of the entity is: Massachusetts

*(state or country)*

The entity was organized or obtained its certificate of registration on: 09/14/2017

*mm/dd/yyyy*

3. The effective date of the entity's termination or revocation is: 11/02/2020

*mm/dd/yyyy*

4. The condition giving rise to the termination of the entity's existence or the revocation of its registration is described below. The entity requests reinstatement under the following code provision:

*(Select the appropriate box below. Do not check more than one box.)*

4A. Reinstatement of a Texas Entity Following a Voluntary Termination (3 year limit)

The domestic filing entity requests reinstatement under section 11.202 of the BOC following the filing of a certificate of termination. The undersigned certifies that the conditions for reinstatement of the entity's certificate of formation are met and that the reinstatement of the filing entity has been approved in the manner provided by the Texas Business Organizations Code.

4B. Reinstatement of a Texas Entity Following an Involuntary Termination

The domestic filing entity requests reinstatement of its certificate of formation after the involuntary termination of its existence by the secretary of state pursuant to subchapter F of chapter 11 of the Code. The entity has corrected the circumstances giving rise to its involuntary termination and has taken any other action required for its reinstatement, including the payment of any fees, interest, or penalties. The undersigned certifies that the reinstatement of the filing entity has been approved in the manner required by the Texas Business Organizations Code.

4C. Reinstatement Following Revocation of Registration of a Foreign Entity (3 year limit)

The foreign filing entity requests the reinstatement of its certificate of registration after its revocation by the secretary of state pursuant to subchapter C of chapter 9 of the BOC. The entity has corrected the circumstances giving rise to its revocation and has taken any other action required for its reinstatement, including the payment of any fees, interest, or penalties.



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

GiveDirectly, Inc.

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Not Applicable

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

GiveDirectly, Inc. does not have any conflicts to declare at the time. Pursuant to the guidance provided by Harris County, we will notify the county if any conflicts should be discovered in the future.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

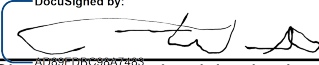
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

GiveDirectly, Inc. does not have any conflicts to declare at the time. Pursuant to the guidance provided by Harris County, we will notify the county if any conflicts should be discovered in the future.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** DocuSigned by:  
  
Signature of vendor doing business with the governmental entity

August 3, 2023 | 10:08 AM EDT

\_\_\_\_\_  
Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

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**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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For vendor doing business with local governmental entity

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Yes  No

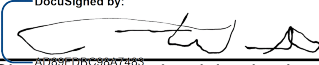
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

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**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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Signature of vendor doing business with the governmental entity

August 3, 2023 | 10:08 AM EDT

\_\_\_\_\_  
Date



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- or
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(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

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- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



## Exclusion Search Results 0 Total Results

**Filter by:**

Keyword (ALL)	Status
GiveDirectly	Active



# GIVEDIRECTLY INC

Unique Entity ID <b>SUZLKRPRJ1K5</b>	CAGE / NCAGE <b>78EE7</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jan 9, 2024</b>	
Physical Address <b>33 Irving PL New York, New York 10003-2332 United States</b>	Mailing Address <b>P.O. Box 3221 New York, New York 10008 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>New York 12</b>	State / Country of Incorporation <b>Massachusetts / United States</b>	URL <b>www.givedirectly.org</b>

## Registration Dates

Activation Date <b>Jan 19, 2023</b>	Submission Date <b>Jan 9, 2023</b>	Initial Registration Date <b>Nov 23, 2014</b>
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## Entity Dates

Entity Start Date <b>Sep 1, 2009</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?  
**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  
**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?  
**Yes**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?  
**Yes**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?  
**No**

## Exclusion Summary

Active Exclusions Records?

No

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

**Entity Types**

**Business Types**

Entity Structure <b>Corporate Entity (Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>Non-Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments <b>Yes</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>78EE7</b>
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**Electronic Funds Transfer**

Account Type <b>Checking</b>	Routing Number <b>****0021</b>	Lock Box Number <b>3221</b>
Financial Institution <b>JPMORGAN CHASE BANK, NA</b>	Account Number <b>****1050</b>	

**Automated Clearing House**

Phone (U.S.) <b>6465044837</b>	Email <b>(blank)</b>	Phone (non-U.S.) <b>(blank)</b>
Fax <b>(blank)</b>		

**Remittance Address**

**GIVEDIRECTLY  
PO Box 3221  
Church Street Station  
New York, New York 10008  
United States**

**Taxpayer Information**

EIN <b>****1997</b>	Type of Tax <b>Applicable Federal Tax</b>	Taxpayer Name <b>GIVEDIRECTLY INC</b>
Tax Year (Most Recent Tax Year) <b>2021</b>	Name/Title of Individual Executing Consent <b>Managing Director</b>	TIN Consent Date <b>Jan 9, 2023</b>
Address <b>PO Box 3221 New York, New York 10008</b>	Signature <b>Joseph Huston</b>	

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 United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	813410	Civic And Social Organizations
	813219	Other Grantmaking And Giving Services

**Size Metrics**

**IGT Size Metrics**

Annual Revenue (from all IGTs)  
 (blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$254,085,265.00	888

**Location**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

**Industry-Specific**

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)





# Questionnaire

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## Question 1

1. **Describe your organization's experience with administrating and implementing Guaranteed Income, Universal Basic Income programs, or direct cash assistance programs in the past. What other experience does your organization have administering or managing similar/ relevant interventions, such as interventions intended to address poverty, prompt economic mobility, or promote financial stability?**

Since launching U.S. operations in 2017, GiveDirectly has distributed over \$200M to over 200,000 low-income households in the U.S., including one which has an explicit focus on supporting women of color.

- **U.S. Disaster Response:** In 2017-2018, GiveDirectly launched responses to Hurricanes Harvey and Maria, ultimately providing \$9.5M to over 6,000 low-income households, of which many were from predominantly Hispanic/Latino communities.
- **Project 100+:** In March 2020 GiveDirectly launched a cash relief program to support low-income Americans during the COVID-19 pandemic. All 200,000 recipients were SNAP beneficiaries. 15% of the recipients' primary language was Spanish.
- **In Her Hands:** In May 2022, GiveDirectly launched a guaranteed income program focusing primarily on Black women living at or below 200% FPL in 3 sites in Georgia.
- **Chicago Resilient Communities Pilot:** This program, administered in partnership with AidKit, was focused on recipients at or below 250% FPL. The program included undocumented individuals and had an explicit outreach component to ensure the most vulnerable are not left behind. Over 176K applications were submitted and applicants were 68% of Black/African descent and 23% were Hispanic/Latino. 72% of applicants were from people of color, 39% were below 50% FPL, and 24% were between 50% and 100% FPL. Selected participants closely matched these demographics.
- **Cook County Promise Pilot:** This program was also focused on recipients at or below 250% FPL. GiveDirectly, in partnership with AidKit, is the program administrator on the Cook County Promise Guaranteed Income Pilot. This pilot provides unconditional \$500 monthly cash payments to 3,250 low-to-moderate income families in Cook County for a period of two years. The County held an open application period in October 2022, with over 230,000 applications submitted, and participants were selected by lottery in November 2022. First payments began in December 2022 and payments will continue through February 2025.

Beyond these specific experiences we are currently conducting dozens of programs across 10 countries that have or will distribute hundreds of millions of dollars to address poverty, prompt economic stability, and promote financial stability. In addition to our specific experience with guaranteed income (GI) programs in a US context as detailed in this section and elsewhere in our application, we have experience designing cash assistance programs to address a range of outcomes and for a variety of focus populations. These include nutrition programs focused on pregnant women and young children, support to refugees, and humanitarian relief programs in conflict- and disaster-prone countries.

Our largest active cash programs include:

Program	Location	Size (USD)	Recipients (#)	Dates
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Universal Basic Income	Kenya	\$36M	~27,500	2018 - 2030
Cook County Promise Pilot	Illinois	\$42M	~3,250	2022 - 2024
Chicago Resilient Communities Pilot	Illinois	\$31M	~5,000	2022 - 2023
In Her Hands - Georgia	Georgia	\$16.5M	~650	2022 - 2024 (Phase II in planning)
STEP Kinshasa - Social Fund of DRC	DRC	\$9.5M pilot, with \$25M planned funding for scale	~50,000 pilot, with 300,000 planned for scale	2021 - 2022 (Phase II scale-up in planning)
US Disaster Relief	various US states	\$3.3M	~4,740	2022

## Question 2

### 2. Detail your organization's previous experience working with, and conducting outreach in, diverse and vulnerable populations that may face barriers to participation.

As described in response to Question 1, all of our programs focus on low-income households and all have entailed outreach to diverse and vulnerable populations. From this experience, we have developed three overarching strategies to connect, empower, and build trust with the low-income communities we serve around the world:

#### 1. Working with local community partners

Where we do not have an on-the-ground presence, we work with and through local partners who have established relationships to connect with communities, build buy-in for our efforts, and ensure we are connected to the appropriate stakeholders..

GiveDirectly has traditionally worked through or in close coordination with local organizations to design and implement cash programs; in the U.S., for example, we worked with One Fair Wage on our COVID-19 relief initiative and coordinated closely with local government and disaster relief organizations in our responses to Hurricanes Harvey and Maria. In our guaranteed income program in Georgia, we are co-designing every aspect of the program with our partner, the Georgia Resilience and Opportunity Fund, in order to ensure that our operational solutions are contextualized, appropriate, and effective. For the Chicago and Cook County pilots we collaborated with community advisory groups representing diverse communities and vulnerable populations.

#### 2. Prioritizing community participation and engagement in design

We prioritize community participation and engagement in the design execution of our projects. This has historically centered around robust user testing of our application and enrollment forms.

We prioritize building in time for meaningful community engagement before finalizing any project plan, and we have the technology and procedural capacity to engage community members through community-based organizations, local and state government, and other cultural institutions. This ranges from engagement on the program build and tech infrastructure, to user testing of applications, to recommendations on payment options, to suggestions for where to conduct enrollment events.

We worked with the Chicago Resilient Communities Advisory Group to identify organizations and individuals who could support user testing and ensure accessibility in the application process. One of the most exciting outcomes of this was that community leaders like Richard Wallace and the team at Equity and Transformation (EAT) found the application so accessible that they were confident in promoting it among their network and community - see more [here](#).

### 3. Hiring dedicated local staff for specific projects

We hire local staff with a preference for individuals with lived professional or personal experience in the communities with which we work. For most of our projects, we recruit staff to serve as application screeners, benefits counselors, and enrollment assistants locally, and we try to work through trusted community partners to recruit individuals who have strong reputations and demonstrated commitment to community work. We provide a competitive hourly salary for temp and part-time workers, and we can also subgrant to local organizations for support.

GiveDirectly has used these strategies in our Georgia project to connect with and empower these populations in the communities we serve:

- Our partners at the GRO Fund led the majority of community engagement, leveraging their 2+ years building relationships with community leaders and advocating for more inclusive economic policies.
- We worked closely with GRO to conduct user testing to understand the acceptability and accessibility of the forms, to shed light on parts that may be confusing to applicants, and to build momentum around the program.
  - Together, we worked with a Community Advisor Committee composed of community members and representatives from all project communities to support user testing, inform design decisions, and troubleshoot implementation challenges.
  - Some examples of the types of questions we have brought to the Committee include: What documentation will be most accessible to support verification? What are some situations that would increase barriers for people to participate? If you were asked these questions, how would you feel/respond?
- GiveDirectly recruited Community Engagement Officers to support mobilization, enrollment, and benefits counseling. All of these Officers were from the communities we were working in (Old 4th Ward, Southwest Georgia)

Through all of this work, we have seen patterns in key barriers and challenges that our programming encounters and we have therefore developed approaches to overcoming them which could be applied in this program.

- We have observed a significant amount of **skepticism of unconditional cash**: There is a broad skepticism of anything with no-strings attached. Overcoming this has largely entailed delivering



cash reliably and efficiently and relying on word of mouth to help reduce anxiety and skepticism. For example, we saw this happen at scale during Project 100+, where people were uploading videos to YouTube explaining how to enroll in the program once they'd been paid. Similarly, in southwest Georgia, community members initially expressed concern that cash would be wasted by recipients, and that people shouldn't be trusted to receive unconditional cash. Unfortunately, this concern was voiced by potential recipients themselves, demonstrating the extent of mistrust of this type of approach. GiveDirectly partially addressed these concerns by sharing insights on the positive benefits of cash and the plethora of evidence that suggests most people use unconditional cash on basic needs (not on [alcohol and tobacco](#)).

- We have experienced challenges building trust with communities **who fear being monitored or surveilled**, a huge barrier when we need to collect information or documentation to support someone's eligibility. In previous projects, we have made adjustments to our program design in response to these concerns. In Georgia, for example, we opted against using housing lists to pre-qualify applicants because applicants expressed hesitation about their housing authorities knowing they had applied for the pilot. Similarly in Chicago and Cook County, we proactively communicated to applicants about when and how we might be required to share aspects of their applications with partners. We anticipate that this could have deterred residents, but we also wanted to be transparent in order to build trust and ensure that potential recipients could give informed consent to participate in the program.
- We have experienced barriers with communities who **fear our programs are scams**. We have primarily combatted this by enlisting program advocates that are trusted by the community, and making our customer service team available to community members. One strategy we have used is leveraging well-known community members, celebrities, or local politicians to promote our programs. In Cook County, for example, we embedded a video in the application where Cook County Board President Toni Preckwinkle talked about it so that people could feel confident it was legitimate.

### Question 3

3. **Does your organization have existing data-sharing agreements with government service or benefits entities (e.g., Texas Workforce Commission) to access administrative data such as individual employment status, earnings, public benefits utilization, healthcare utilization, etc.? Provide information on the entities and extent of the agreements.**

While neither AidKit nor GiveDirectly have existing data-sharing agreements with government service or benefits entities in the state of Texas, the pair has successfully secured such agreements in other locales and understand the complexity, sequencing, and time involved in establishing these relationships.

AidKit has data sharing agreement templates that have been successfully adapted and executed with other local government agencies that can be leveraged to accelerate the critical work of securing such agreements for Harris County. AidKit's data privacy and compliance programs are robust and no challenges are anticipated in terms of meeting or exceeding IT requirements for receiving benefits and government service administrative data sets.

## Question 4

4. **Describe your organization's experience working with subcontractors to administer or manage a program.**

GiveDirectly has extensive experience working with subcontractors equipped with valuable expertise to supplement our program administration.

GiveDirectly is applying as a lead agency, and plans to subcontract technology platform services to our partner AidKit, with whom we have worked closely since 2022 on the Chicago, Cook County and Georgia projects. We expect to subcontract up to \$450,000 to AidKit for the following services:

- Setting up a public-facing application portal
- Administering the application portal
- Supporting lottery execution through analysis of applicant demographics
- Leading on creating dashboards for application analysis and run demographics against County's equitable distribution model
- Distributing and tracking monthly payments through AidKit's closed-loop, integrated payments providers
- Creating an online portal for recipients to track payments
- Proactively supporting payment resolution through automated communications with recipients
- Securely housing applicant and participant data

GiveDirectly will also subcontract customer service support to Peak Support, with whom we have worked closely on the Chicago, Cook County and Georgia projects for more than a year. We expect to subcontract up to \$162,000 for the following services:

- Providing trained customer service agents to staff a Help Desk via inbound and outbound phone calls, email, and webform submission.
- Responding to daily (Monday-Friday) applicant, participant and other public inquiries related to the Uplift Harris County program with a high level of customer service
- Maintaining and improving help desk operational processes (e.g. ticket escalation protocols)
- Leading ongoing coaching and training of customer service agents
- Providing regular reporting on key performance indicators
- Conducting regular audits for both security and quality assurance purposes

## Question 5

5. **What are the areas of concern or known barriers to economic mobility that might affect the success of this project? Are any such concerns or barriers unique to Harris County?**

There are two aspects to this question:

- First, what are the known barriers to economic mobility that will impact outcomes, and how will recipients differ in how they experience these barriers based on demography, race ethnicity, language, or ability;
- Second, are there specific barriers to program participation that must be addressed operationally to reduce the chances of not reaching those most in need?



To address the first factor, it is worthwhile to discuss the degree to which these transfers, even if delivered successfully to the most vulnerable, will help the County achieve its stated goals. These goals are:

1. Help participants recover from the economic impacts of COVID-19, achieve financial stability and resilience, and improve economic equity in the region
2. Improve participants’ mental and physical health as well as their educational and employment opportunities
3. Understand how guaranteed income impacts community members beyond immediate participants
4. Build the long-term systems and infrastructure necessary to run a permanent guaranteed income Program

Listed below are some of the barriers that we anticipate may have an effect on the overall impact of the program with regards to Goals 1 - 3 as listed above.

Barrier to economic mobility	Harris County context	Impact on goals
Wealth and asset gaps	<p>Harris County exhibits significant racial inequity in income levels and home ownership rates: <a href="#">Black workers in Harris County, for example, make just 60% of their white counterparts; Hispanic workers, just 50%. While 73% of white and 69% of Asian-American households were homeowners in 2021, only 54% of Hispanic and 41% of Black households were.</a> The confluence of these and other factors mean that <a href="#">Hispanic and Black households are cost-burdened at a rate of 60% - far above the rate for white and Asian households.</a></p>	<p>Deeply entrenched wealth and asset gaps Black and Hispanic households face are likely to affect success in achieving the full spectrum of outcomes listed in <b>Goal 1</b> and may attenuate the observed impact measured to report on the success of <b>Goal 3</b>.</p> <p>We would expect that cash transfers will help participants recover from the economic impacts of COVID-19 - indeed, <a href="#">there is strong evidence that similar programs have done so</a> and our own preliminary feedback from recipients in the Cook County Promise lead us to believe that recovery from COVID-19 impacts and resilience in the face of ongoing inflation are likely outcomes. In addition, while the program will certain help make <i>some</i> progress towards long-term financial stability and meaningful improvements in regional economic equity, step changes in these may be beyond the remit of this program to address within the anticipated time frame without additional policies and investments to directly address</p>



		<p>the impacts of redlining, segregation and other ways systemic racism has limited economic mobility among Black, Hispanic and other residents of color.</p>
<p>Debt</p>	<p><a href="#">Nationwide, Texas has the lowest rate of residents current on debt obligations. Within Texas, Harris County residents have the lowest percentage of adults current on all credit obligations.</a> Within this already stark regional picture emerges an even less encouraging one when accounting for racial dynamics: communities of color in Harris County are <a href="#">even more likely to have debt in collections than white communities.</a></p>	<p>On the one hand, cash transfer recipients are very likely to use at least some of the value of the transfer to pay down debt; indeed, there is <a href="#">some evidence that those that have rent debt see reductions in back-owed rent or mortgage payments.</a> However, this is not guaranteed: <a href="#">a study of recipients of the expanded Child Tax Credit (CTC)</a> found that households with children were more likely to have missed rent or mortgage payments and found that there was no significant effect of the expanded CTC on debt - perhaps because most of the money was spent meeting immediate basic needs, rather than paying down debt. Therefore, we would expect to see some improvement in outcomes related to <b>Goal 1</b> and <b>Goal 2</b>, but they will very much depend on how recipients choose to spend their transfers.</p> <p>In either case, however, given the likelihood that recipients spend a non-trivial portion of their transfers on either meeting basic needs or debt, it seems likely that benefits will largely accrue to the recipient or to their household. While there is evidence that cash does have an effect on the wider economy - indeed, a <a href="#">general equilibrium study</a> of GD's work in Kenya found a multiplier effect of 2.5, there are many factors that can affect this number. The multiplier effect of wider community impact envisaged by <b>Goal 3</b> may thus be observed to be much smaller given the shorter time frame in question as well as other macro- and microeconomic factors that come into play and particularly</p>



		<p>in the communities of color that face a higher debt burden.</p>
<p>Physical and mental health and wellbeing</p>	<p>The social determinants of health, both physical and mental, are as important as access to health and medical care in determining outcomes. For example, in Texas, <a href="#">more than 500,000 Medicaid enrollees have been dropped in the last month</a>. Stark disparities in these outcomes - as described elsewhere in this table - have led to vastly different outcomes. For example, Black residents of the County <a href="#">have a life expectancy of more than 4 years lower than white residents</a>.</p> <p>Poverty affects health directly - by driving down rates of insurance coverage and placing care outside of the realm of affordability - but also because it acts on other outcomes so intrinsically linked to health. Food security is a prominent example of this and, indeed, <a href="#">while 1 in 4 Black residents and nearly 1 in 5 Hispanic residents of Harris County live with hunger, less than 1 in 10 white residents lives with hunger</a>.</p> <p>Finally, the lived environment plays a far-reaching role in health outcomes as well: Food deserts are a well-documented phenomenon in low-income areas that contribute to residents' food security. Beyond this, the lived environment can pose active hazards: A <a href="#">2019 review</a> of health disparities in the County pointed out that the areas at highest risk of cancer-causing pollutants were concentrated primarily in lower-income areas.</p>	<p>Evidence regarding mental and physical health and education outcomes is promising and should lead to strong confidence that Guaranteed Income will address the health aspect of <b>Goal 2</b>. A <a href="#">synthesis of evidence noted</a> that several studies examining the effects of recurring, unconditional cash transfers in both the US and Canada found positive effects on physical and mental health as well as on education. There were also benefits to food security, children's test scores, and even infants' brain activity. Given the high numbers of un- or underinsured, however, it may be the case that cash transfers end up being used for health care costs. This could attenuate the impact of outcomes measured to determine the success of other goals that the County has.</p> <p>However, cash is not a panacea: exposure to cancer-causing pollutants is a good example of how the lived environment contributes to health outcomes in ways that are beyond the scope of this program to address. To truly move the needle on long-term outcomes, complementary policies, programs, and services must be made available to residents to, for example, combat the pernicious long-term effects of pollution on residents' health or ensure that nutritionally adequate food is available within a reasonable distance.</p> <p>The inclusion of the ACCESS cohort also offers the opportunity to study how the impacts of a program focused on addressing social determinants of health may be enhanced by a guaranteed income. This has the potential to add evidence for a model that uses cash and wraparound</p>





		<p>support services to more directly address barriers to economic mobility, like physical and mental health and wellbeing.</p>
<p>Access to infrastructure , education, services</p>	<p>Differential access to education, infrastructure, and services in Harris County represent further barriers to economic mobility. <a href="#">High rates of un- and underbanked residents limit financial stability and opportunities.</a> <a href="#">Unequal internet subscription rates between Hispanic and Black residents (86.8% and 87.9%, respectively) and white residents (95%) exacerbate the digital divide,</a> hindering access to crucial resources and job prospects. This is further exacerbated by other infrastructural barriers: public transportation is scarce in a county where nearly 1 in 5 Black households do not have access to a vehicle. Black and Hispanic adults <a href="#">have a lower rate of health insurance coverage (77.3% and 54.9%) than white adults (88.4%).</a> 30% of Hispanic residents reported being unable to see a doctor due to cost concerns in 2019, much higher than the overall rate in Texas or in the US. Moreover, <a href="#">significant discrepancies in educational attainment between white, Black, and Hispanic residents</a> perpetuate systemic inequality within the County. These interconnected factors contribute to shaping the residents' experiences and opportunities for economic mobility in Harris County.</p>	<p>Cash itself may help residents afford services that improve economic, health, or educational outcomes, and thus contribute to outcomes envisaged by <b>Goal 1 and Goal 2</b> like short-term economic relief and immediate reductions in debt burden as well as improvements in health and food security. However, it cannot alone help recipients overcome all of the infrastructural gaps and service access barriers that they face in their day-to-day lives and thus might not immediately and without complementary policies and programs contribute to a broader transformation in rates of economic inequity.</p> <p>Education and employment outcomes as envisioned by <b>Goal 3</b> are likely to see mixed results. While there is some evidence that recurring cash transfers can move the needle on educational outcomes, evidence to date leads us to believe that there is no <a href="#">strong reason to believe that there will be an effect on employment</a> (positive or negative).</p>

The takeaway here is that there is much that Guaranteed Income *can* - and likely *will* - accomplish: we should expect to see fairly immediate improvements in financial stability, food security, and health outcomes. These benefits will likely accrue not only to the recipient but also to their households. In addition ,evidence suggests cash transfers have spill-over benefits to non-recipient community members. However, given the many systemic and infrastructural challenges that recipients, particularly Black and Hispanic recipients, are likely to face in their day-to-day life, it is important not to over promise the impact



of a short-term Guaranteed Income pilot alone as a tool to address economic inequity and the pernicious effects of systemic racism - this is equally important to set recipients' expectations as it is to head off political risks.

The pilot's success in actually inculcating the outcomes that are likely to change through transfers alone also depends on our ability to succeed operationally in reaching the most vulnerable residents of Harris County, including Black and Hispanic residents who may face more significant barriers to economic mobility, as described above. Operationally, success means identifying, enrolling, and paying the estimated 1,927 recipients planned for in this RFP. Key areas of concern that we have identified already that must be addressed in any plan to do this successfully include:

- **Raising public awareness** → Key to generating a diverse and eligible applicant pool large enough to meet the need for a treatment and control group is public awareness. The Outreach plan and process described in the proposal are designed to ensure that the public is well informed of the existence of the program, as well as the eligibility criteria to ensure a diverse pool of applications from eligible populations. Within this outreach strategy is a focus on key populations. This involves direct connection with CBOs and other local partners to help raise awareness among these populations, such as people who are unhoused, people who lack access to technology, people who do not speak English, etc. to ensure they have the information and support necessary to apply. Collaborating with local organizations and leaders that can amplify and focus messaging about this program is critical to the success of public outreach.
- **Addressing identity documentation barriers** → Although exact data on the percentage of Harris County residents without an ID is hard to come by, [a study of non-voters](#) in the 2016 election found that 1 in 7 of those surveyed cited lacking a state-approved ID as a reason for not participating in the election. Information about what constituted an appropriate ID was also a problem: 75% of those surveyed were not aware of what constituted a valid ID - a number that was found to be higher among Latino voters. It is therefore very important to understand GiveDirectly's approach to verification is designed to be a) low barrier and accessible and b) well-communicated, so that potential program participants understand what is required of them. We know that not all eligible individuals will have photo IDs or other documentation typically used to verify eligibility. We first try to provide a wide array of acceptable document types so that individuals have multiple options to prove eligibility. We also leverage third party data connections when possible to validate applicants' eligibility. We also design pathways that provide alternative means of verification, such as using third-party attestations from approved CBOs, or accepting multiple types of documents that are otherwise lower confidence.
- **Accounting for the needs of undocumented people** → Undocumented individuals may be less likely to access government services and benefits due to fears about the Public Charge rule, fears of exposure to immigration authorities, lack of information, or other reasons. If undocumented individuals are eligible for Uplift Harris County, it is critical to address these concerns to ensure that undocumented individuals can participate fully - with an estimated [481,000 undocumented immigrants in the county](#), this is a large population whose needs must be addressed. Strategies that can address these concerns to help ensure that undocumented individuals can participate fully in Uplift Harris County (if eligibility is approved) include not collecting information on immigration status on applications and other program paperwork, identifying and leveraging local

trusted leaders from within this community to amplify the program, and providing disclaimers in program materials about any potential impact on Public Charge rule and other regulations.

- **Maintaining benefits access** → Protecting public benefits for recipients of guaranteed income is key to ensure that the GI benefits have the maximum impact. Securing waivers from benefits agencies is key, as well as clear communication to applicants about public benefits interactions. GiveDirectly's benefits counseling strategy, as outlined in the proposal, is focused on ensuring applicants can make an informed decision. An inability to secure public benefits waivers, particularly for benefits that are difficult to obtain, like SSI, will likely impact participation among people who receive these benefits, and may lead to increased dropout rates among certain populations.

Equally as important as operational excellence is the ability to measure and report meaningfully on outcomes of interest. It is therefore important to design the research and evaluation of this project in a way that can both quantify the impact that cash had on individuals in the program and put forward an informed hypothesis about why that impact occurred. In GiveDirectly's experience - having run two RCTs on our large-scale COVID-19 relief - it is not realistic to expect that all the benefits of cash will come out in indicator tables: cash is fungible, and how and why people decide to spend it in the way they do can't be captured by savings or credit scores alone.

To address this, GiveDirectly would work with the research team to recommend incorporating recipient-driven outcomes measurement and descriptive, qualitative research. (We recognize both of these decisions will be in the hands of the County and the research team, but we would contribute our expertise to explore innovative measurement to ensure we are capturing all facets of the potential impact in this project.)

This would mean:

- Ensuring the research captures both expected and unexpected outcomes, through a mixed-methods approach (quantitative, qualitative, process evaluation)
- Working with recipients themselves to set outcomes through participatory design

There are also objective and subjective factors that would help build the case for a permanent guaranteed income in Harris County.

- **Objective:** Is there sufficient evidence that the pilot met the County's stated goals? Were there any other positive outcomes that arose from the pilot that would have long-term benefit for the county?
- **Subjective:** Was the pilot positively viewed by County residents and stakeholders alike? Was the pilot viewed as fair, transparent? Did participants have a positive and empowering experience? Did people who were not selected feel that the process was fair? Was the full project team able to capture and communicate the data and stories from the pilot in a compelling way?

Overall, we expect that a well-designed and rigorously evaluated program will meet Harris County's expectations and, that by carefully considering contextual barriers that affect marginalized communities in general and that are a feature of marginalization in Harris County in particular, we can overcome potential roadblocks to identifying, enrolling, and paying the County's most vulnerable residents. We are also committed to ensuring the sustainability of this program beyond the lifetime of the pilot by

documenting the systems we use and lessons learned and best practices from this pilot to hand over to the County at the close of the program.

## Question 6

**6. How do you approach designing a budget for your projects? What is your proposed budget, staffing plan, and expected resources needed for provision of the services that you have proposed?**

Our approach to budgeting is grounded in the experience and success of delivering similar programs in Cook County and Chicago. By analyzing these actuals, we have gained valuable insights regarding our resource allocation and identified areas for optimization. As expenses related to our personnel and chosen partners represent the greatest share of the administrative budget, specific attention is paid to identifying and forecasting the level of effort required by various team members to deliver on our stated outcomes. For planning purposes, our team broke the program down into phases, identified the team members required to implement each phase, and ensure that program funds are used efficiently and in accordance with the stated objectives of Harris County. Please see our budget narrative for more details.

## Question 7

**7. With previous program administration and management efforts, what is your process for incorporating feedback and data-driven decisions from ongoing evaluation efforts?**

GiveDirectly has extensive experience in data-driven performance management, as all of our programs track operational metrics and key performance indicators to inform program execution, monitor our progress, and keep us accountable to the highest quality recipient experience. Our internal program monitoring processes are comprehensive and designed to optimize implementation, support programmatic learning, and assess impact.

We are ready and willing to engage with all project stakeholders to objectively and frequently assess the performance of this program. As Program Administrator, we propose outlining clear, measurable KPIs at the beginning of the program that reflect the interests and needs of all stakeholders - the County, research partner, outreach partners, and most importantly, recipients themselves. We will work to create a performance monitoring plan that can consistently and periodically share out progress against these KPIs and an analysis/assessment of challenges and successes behind the numbers.

Below are some illustrative metrics that we would propose to support whole-project evaluation at each stage:

- **Understanding Barriers for Applicants and Participants:** We can support a number of analyses that will help us generate insights into barriers that prospective program participants experience in application. These include, but are not necessarily limited to:
  - % of abandoned applications (started but not completed)
  - % of duplicate applications (same individuals apply multiple times)
  - % of invalid applications (individuals do not complete)
- **Enrollment and Benefits Counseling:** Data gathering during enrollment and benefits counseling generates insight on program performance as well as insights into the preferences and behaviors of prospective program participants.



- In Georgia, we documented the decisions that individuals made about program participation at the point of benefits counseling. In consultation with the research team and the County, we could consider documenting the expected net transfer value for any individual who completes benefits calculation through our website and link it to their decision to enroll or not to enroll. This could give us some insight into the relative value of cash v. in-kind public support. This could be particularly interesting to look at across demographic groups.
- With Chicago, we built a dashboard to monitor how people were engaging and moving through the enrollment process to better understand where people might be getting “stuck” - for example, we saw enrollment completion drop off after consents but before signing a final benefits counseling attestation - this data, in conjunction with feedback we were getting through our Help Desk and benefits counselors, indicated to us that people were concerned about potential benefits interaction and taking a pause before completing their enrollment. We could then respond by issuing segmented communications to folks to remind them to review the FAQs and benefits dashboard so that they could better understand their situation.
- **Payment Distribution and Completion:** We will track payment distribution and completion metrics as below. As determined in consultation with the County, and penSome data we can collect include:
  - Type of payment methods preferred by recipients
  - % of recipients who change their cash-out method during the course of the project
  - % of recipients experiencing payment issues (monthly)
  - # of days to support payment resolution
  - As determined in consultation with the County, and pending recipient consent, we can also track expenditure data for those individuals that select the prepaid debit option and provide consent.
- **Customer Service:** We expect demand for customer service to be highest at the time of completing applications, during enrollment and benefits counseling, and on monthly payment cadence. In order to ensure we are meeting the needs of applicants and program participants, we suggest metrics such as:
  - Customer service requests (total, daily)
  - # of days to resolve cases
  - # of cases outstanding after X days

# Budget Narrative

<b>GiveDirectly Budget</b>		
<b>Proposed Harris County Agency Budget</b>		
<b>Transfers to Recipients (Commitments)</b>	<b>\$17,350,000</b>	<b>90.9%</b>
Personnel	\$644,435	3.4%
Fringe Benefits	\$150,378	0.8%
Professional and Service Fees	\$764,800	4.0%
Travel	\$14,660	0.0%
Equipment	\$3,000	0.0%
Miscellaneous	\$5,000	0.0%
Indirect	\$158,227	0.8%
<b>Total Administrative Expenses</b>	<b>\$1,740,500</b>	<b>9.1%</b>
<b>Total</b>	<b>\$19,090,500</b>	<b>100.0%</b>

## Transfers to Recipients

Cash payments to recipients make up over 90% of our proposed budget, in line with the county's stated intention for the funds. The following table outlines this budget item.

<b># of Recipients</b>	<b>Transfer Size</b>	<b>Frequency (Months)</b>	<b>Total Budget</b>
1,928	\$500	18	\$17,350,000

## Personnel & Fringe

<b>Personnel Budget</b>				
<b>Employee</b>	<b>Annual Salary</b>	<b>Monthly LOE (Level-of-Effort)</b>	<b># of FTE</b>	<b>Total</b>
U.S. Country Director	\$140,000	8%	1	\$21,473
Senior Program Manager	\$99,000	26%	1	\$50,614
Houston-Based Program Manager	\$81,400	82%	1	\$120,523
Houston Based Community Engagement Associate	\$68,400	100%	1	\$123,291
Program Manager (existing)	\$81,400	33%	1	\$46,703
Outreach & Mobilization Manager	\$81,400	100%	1	\$41,921
Community Engagement Officers	\$52,000	100%	3	\$80,340
Program Associate (existing)	\$68,400	50%	1	\$8,550
Internal Audit Manager	\$81,400	10%	1	\$15,568
Internal Audit Associate	\$68,000	32%	1	\$43,775
Internal Audit Field Officer	\$52,000	48%	1	\$43,518
Finance Manager	\$99,000	5%	1	\$8,922
Research Manager	\$81,400	8%	1	\$5,088
Safeguarding Associate	\$68,400	13%	1	\$17,459
Compliance Manager	\$99,000	6%	1	\$12,561
Data Associate	\$81,400	1%	1	\$2,096
US Human Resources Manager	\$81,400	10%	1	\$2,035
<b>Total</b>				<b>\$644,435</b>

The responsibilities of each of the above roles is described in the “Project Organization Chart” in “2. Firm Capacities and Resources.” Each team member’s budget estimate is based on the phase in which they will directly work on the program, in months, and multiplied by the estimated level of effort in each month.

Fringe benefits are applied to programs based on the standardized rates to cover employer payroll taxes, health insurance, workers compensation, and non-discretionary bonus, and allocated directly to programs based on the level of effort incurred by employees working on the program.

## Professional & Service Fees

As described more in-depth in “Project Mobilization” and “Use of Subcontractors”, GiveDirectly partners with key subcontractors to deliver our program. Of the \$764,800 budgeted for our partners, approximately \$450,000 has been allocated to AidKit for fees, calculated on 2.5% transfers costs and costs associated with tech build. Related to our subcontract with Peak Support for customer service and helpdesk support, we expect to spend \$162,000 over the course of the program. Related to our outreach efforts, we’ve budgeted \$60,000 for microgrants to local CBO’s for their involvement in mobilizing outreach and enrollment. To ensure a comprehensive, wide-reaching outreach program, we’ve set-aside

\$50,000 for a public relations & marketing partner. The remaining professional & service cost we've set aside will cover miscellaneous costs like meeting spaces rental expense for application support and enrollment events.

### Travel, Miscellaneous, and Other

In support of the local team members with community entry, design, and coordination with Harris County partners and stakeholders, the team estimates travel costs for three members to make four trips during the planning and launch phases, for a grand total of sixteen days. The budget allows for flights, lodging, and per-diem to be available for these staff during these trips.

### Indirect

GiveDirectly does not have a federally-approved NICRA (Negotiated Indirect Cost Rate), and in accordance with 2 CFR 200.414, GiveDirectly elects to use the federally defined de minimis rate of 10%. This has been applied to the total direct costs of the project excluding cash transfers to recipients.

## Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Estimated Quantity	Unit of Measure	Numeric Unit Price	Total Cost
Success: All values provided	<b>Bid</b>	#0-1	<b>Program Administrator (all-inclusive)</b>	1	Lot	\$ 19,090,500.00	\$ 19,090,500.00



## Attachment X

## AMERICAN RESCUE PLAN OF 2021 (ARPA)

### Pre-Award Risk Questionnaire (Subrecipients)

*This attachment is for information purposes only and will not be required with proposal submissions.*

<p>In compliance with the Department of the Treasury (“federal grantor”), all subrecipients must complete this pre-award risk questionnaire before entering into a sub-agreement with the County. This questionnaire—combined with the County’s program staff assessment—will assist the County in determining any conditions/assistance to be included in your sub-agreement for work under this grant per 31 CFR 35. There are no predetermined answers that would automatically disqualify your organization from consideration for an award.</p>		
<p><b>Organization Name:</b> <span style="background-color: #cccccc; padding: 2px 10px;"> </span> GiveDirectly, Inc.</p>		
<p><b>Type of Organization Requesting Funding:</b> 501c3 Non-Profit Organization</p>		
<p><b>Organization Unique Entity Identifier (DUNS #):</b> SUZLKRPRJ1K5</p>	<p><b>Organization Fiscal Year (Start &amp; End Month):</b> January 1- December 31</p>	<p><b>Date of Form Completion:</b> 10/2/2023</p>
<p><b>Completed by:</b></p>		
<p><b>Name &amp; Title:</b> Lalena Meyerson, Compliance Manager</p>	<p><b>Email Address:</b> grants@givedirectly.org</p>	<p><b>Phone #:</b> 646-504-4837</p>
<p><b>Performance History</b></p>		
<p>1. Has your organization received a federal award <u>directly</u> from an awarding agency in the past 5 years? If yes, please list the federal grantor agency name, time period, award amount, audit findings (and corrective actions/completion date(s)), and grant number. Yes, please see attached list of Federal Grants</p>		
<p>2. In the preceding fiscal year, did your organization receive 80% or more of its annual gross revenue from federal funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>3. In the preceding fiscal year, did your organization receive \$25 million or more of its annual gross revenue from federal funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p><b>Management Systems &amp; Personnel</b></p>		
<p>1. In the past 5 years, has your organization managed grant funds, loans or other types of financial assistance from any of the following entities?</p> <p>Federal <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>State <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Harris County <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Private <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>2. Does your organization have any new or substantially changed management systems (technological or other) in the past 12 months? If yes, please specify what has changed. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>New/Changed Systems:</b></p> <p>1.</p> <p>2.</p> <p>3.</p>		
<p>3. Has your organization had changes to the following key staff or positions in the past 12 months? If yes, explain in the comments section.</p> <p>Governing Body <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Executive Management <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		

## Attachment X

## AMERICAN RESCUE PLAN OF 2021 (ARPA) Pre-Award Risk Questionnaire (Subrecipients)

Financial Officer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Risk Manager	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Other Relevant (fill in)		

Rory Stewart transitioned from President to a Senior Advisor role in Sept 2023, Samuel Mwamburi Mwale is now GiveDirectly's President. Jacqueline Fuller stepped down from GiveDirectly's Board of Directors in September 2023. We will update Harris County once Ms Fuller is replaced.

**4. Does your organization have capacity to manage and implement federal regulations, including 2 CFR 200 and specific federal funder regulations? If your organization does have experience using 2 CFR 200, please describe your experience below.**

Yes  No  No and Request Technical Assistance (Listed Below)

- 1.
- 2.
- 3.

**Experience with 2 CFR 200 (Describe):**

GiveDirectly is actively in receipt of and successfully managing federal grants, cooperative agreements and subawards that are governed by the principles outlined in 2 CFR 200. Our internal financial management and ethics policies have all been written and implemented with 2 CFR 200 compliance top of mind.

**5. Does your organization have current staff with experience in this type of program?**

Yes  No **If yes, how many?**  **If no, is there a staffing plan to hire?**

**6. Is the "total compensation" for your organization's five highest-paid officers publicly listed or otherwise listed in SAM.gov<sup>1</sup>. If no, please enter the information for Name and Total Compensation below.**

Yes, in 2021 990 Tax Form  No

**Name.** If the number of officers is less than 5, please enter N/A for the respective row

1. Joseph Huston
2. Katie Donley
3. Olu Babalola
4. Piali Mukhopadhyay
5. Stephanie Hill

**Total Compensation.** The total compensation, as defined in 2 CFR part 170.330, earned by the five high-paid officers; if the number of officers is less than 5, please enter 0 for the respective row

1. \$481,553
2. \$314,009
3. \$190,087
4. \$190,026
5. \$177,723

**7. Is your organization's system of internal controls reasonable in accordance with the applicable cost principles (including the segregation of duties, handling of cash, contracting procedures, and personnel and travel policies)?**

Yes  No  Unsure

<sup>1</sup> Treasury SLFRF Compliance and Reporting Guidance Version 3.0 final <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

*"As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public."*

## Attachment X

**AMERICAN RESCUE PLAN OF 2021 (ARPA)  
Pre-Award Risk Questionnaire (Subrecipients)**

<b>Audit Reports and Findings</b>	
<b>1. Has your organization had an audit or monitoring visit in the last 24 months?</b>	
<b>X Yes</b> <input type="checkbox"/> No	
<b>If yes, what type of audit or visit?</b>	<u>2 CFR 200 Compliant Single Audit</u> (Please send reports with this form)
<b>2. Are there any unresolved audit or monitoring findings?</b>	
<b>X Yes</b> <input type="checkbox"/> No	
<b>If yes, what type and number of finding(s)?</b>	<u>We had three findings, detailed on pages 31-34 of the attached single audit. None are related to federal award mismanagement.</u>
<b>Financial Stability</b>	
<b>1. Which of the following best describes your organization's accounting system?</b>	
<input type="checkbox"/> Manual <b>X Automated</b> <input type="checkbox"/> Combo	
<b>2. Does your organization have an accounting system in place to segregate expenditures by funding source?</b>	
<b>X Yes</b> <input type="checkbox"/> No	
<b>If yes, what type of system?</b>	<u>Sage Intacct</u>
<b>3. Does your organization maintain central files for grants, loans, or other types of financial assistance?</b>	
<b>X Yes</b> <input type="checkbox"/> No	
<b>Comments: Please use this section to provide additional information on the foregoing questions. Be sure to clearly list section and number on which you are providing comment.</b>	

## Supplement to Harris County Attachment X for Uplift Harris Guaranteed Income Pilot Program (Job #23/0271)

## GiveDirectly, Inc. Federal Awards Managed during period 10.1.21-10.1.23

Federal Awarding Agency	Pass-Through Agency (If Applicable)	Assistance Listing Number	Program Name	Award Amount	Time Frame for Expenditure
Department of the Treasury	Cook County, Illinois	21.027	Cook County Promise Guaranteed Income Pilot	\$ 40,949,986.00	2022-2025
Department of the Treasury	City of Chicago	21.207	Chicago Resilient Communities Monthly Cash Assistance Pilot	\$ 31,090,749.00	2022-2023
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT	NA	98.001	Household Grants for Youth Activity	\$ 3,004,075.00	2018-2022
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT	NA	98.001	Cooperative Financing Program (CFP)	\$ 7,850,000.00	2019-2024
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT	NA	98.001	USAID Disaster Recovery Cash Assistance in Sofala	\$ 7,500,000.00	2021-2024
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT	NA	98.001	USAID Digital Cash Assistance Project	\$ 2,500,000.00	2022-2024
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT	RTI International	98.001	Food Security, Nutrition and Resilience in Liberia Activity	\$ 625,000.00	2023-2027
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT	NA	98.001	MobileAid for IDPs in DRC	\$ 1,452,132.00	2023-2025

EXHIBIT H

Subrecipient's Proof of Insurance

(follows behind)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/25/2023
--------------------------------

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> AHT Insurance 20 S. King Street Leesburg VA 20175	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Melissa Gross</td> </tr> <tr> <td><b>PHONE (A/C No. Ext):</b> 646-517-1032</td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> melissa.gross@ahatins.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insuran</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Melissa Gross		<b>PHONE (A/C No. Ext):</b> 646-517-1032	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> melissa.gross@ahatins.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insuran	18058	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																					
<b>INSURED</b> GiveDirectly, Inc. 33 Irving Place, 7th Floor New York NY 10003	GIVEINC-02																				

**COVERAGES** **CERTIFICATE NUMBER:** 608499107 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td><input checked="" type="checkbox"/> OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	Y	Y	PHPK2548762	6/1/2023	6/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 20,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 20,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> </table>	<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$								
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E.L. DISEASE - POLICY LIMIT	\$																						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Harris County is additional insured on a primary noncontributory basis, waiver of subrogation applies as required by written contract per the terms and conditions of the General Liability, Auto Liability and Umbrella Liability policies.

<b>CERTIFICATE HOLDER</b>  Harris County 1111 Fannin, 12th Floor Houston TX 77002	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ORDER OF COMMISSIONERS COURT  
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on October 10, 2023, with all members present except none.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN HARRIS COUNTY AND GIVEDIRECTLY, INC.**

Commissioner Ellis introduced an order and moved that Commissioners Court adopt the order. Commissioner Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comm. R. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of Harris County a Subrecipient Agreement with GiveDirectly, Inc. to serve as the Uplift Harris Guaranteed Income Pilot Program Administrator by designing inclusive and targeted outreach plans and strategies to reach priority populations and communities impacted by the COVID-19 pandemic under the Uplift Harris Guaranteed Income Pilot Program in an amount not to exceed Nineteen Million Ninety Thousand Five Hundred and No/100 Dollars (\$19,090,500.00). The Agreement is incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

October 10, 2023

Approve: E/G

**Ex. E**



# EXHIBIT E

Last update: 4/16/24

## Uplift Harris County Enrollment Form

### High Confidence (Remote/Applicant-Led) Enrollment

#### **Congratulations!**

Congratulations! You are selected for the Uplift Harris County Guaranteed Income pilot to receive \$500 per month for 18 months.

This is the enrollment form for the Uplift Harris Pilot. To confirm your spot in the Pilot, please complete and submit this form online. If you prefer in-person assistance to enroll, please sign up for an appointment under the "Enrollment Dates" section below.

Your deadline to enroll is **April 19. If you do not enroll by April 19 you will lose your spot in the Uplift Harris Pilot.**

#### Enrollment Requirements

This is the enrollment form for the Pilot. The enrollment form is required to participate in the Pilot. In this form you will review and sign program consents, provide additional contact information, and select your payment method.

This enrollment form will also provide you information about how the Uplift Pilot guaranteed income may impact public benefits you and/or your household members receive. It will also give you information about your rights and responsibilities as a participant in the Uplift Harris Pilot.

By enrolling in the Uplift Harris Pilot you grant GiveDirectly permission to collect your personal information. We will collect your personal information to confirm your eligibility for the program and to issue payments. Please note that it is your choice to participate in this pilot. You can opt out at any time.

#### Enrollment Dates

Enrollment for the Uplift Harris Pilot is from March 18 – April 19, 2024.

You can complete the enrollment online by continuing in this form.

**You must complete enrollment by May 17. If you do not complete enrollment by April 19 you will lose your spot in the Uplift Harris Pilot.**

If you need assistance with your enrollment you can register to attend an in person enrollment event. For more information about enrollment assistance events near you, see below.

Please see the schedule of enrollment events below. Use the link for your preferred session to register for an enrollment appointment.

If you do not need assistance with the enrollment in person, you can continue with this form to complete your Uplift Pilot enrollment online.

- **\*\*Sunnyside Health and Multi-Service Center \*\*** 4410 Reed Rd, Houston, TX 77051: [Click here to register for an enrollment assistance appointment at Sunnyside Health and Multi-Service Center](https://uplift-harris.ticketleap.com/sunnyside-multipurpose-center/)
- **\*\*New Bethlehem Baptist Church\*\*** 9126 Jensen Dr, Houston, TX 77093: [Click here to register for an enrollment assistance appointment at New Bethlehem Baptist Church](https://uplift-harris.ticketleap.com/new-bethlehem-baptist-church/)
- **\*\*Burnett Bayland Park\*\*** 6000 Chimney Rock Rd, Houston, TX 77081: [Click here to register for an enrollment assistance appointment at Burnett Bayland Park](https://uplift-harris.ticketleap.com/burnett-bayland-park/)
- **\*\*Environmental Community Advocates of Galena \*\*** 1302 Keene St, Galena Park, TX 77547: [Click here to register for an enrollment assistance appointment at Environmental Community Advocates of Galena](http://uplift-harris.ticketleap.com/galena-park/)

## Overview

<p>To confirm that you grant the Uplift Harris Pilot permission to collect your personal information, you must complete the enrollment process and sign a consent form. We will collect your personal information to confirm your eligibility for the program and to issue payments. Please note that it is your choice to participate in this pilot. You can opt out at any time.</p> <p><b>Would you like to continue?</b></p>	<p>Yes No</p> <p><i>If no = opt out</i></p>
<p><b>Please enter your date of birth to verify your identity</b></p>	<p><i>Birth date entry</i></p>
<p><b>Please upload a picture of yourself (a selfie) for identification purposes.</b></p> <p>Why are we asking for this? This is our way of protecting applicants and ensuring that the</p>	<p><i>Photo upload</i></p>

individual who applied and was selected for the pilot is the same individual whose documentation was collected.	

## **Uplift Harris County Guaranteed Income Pilot Consents**

### *Protecting your Personal Information*

Protecting your personal information is your responsibility. Therefore, it is important that you understand your rights that relate to sharing your information with other people and organizations. You have the following rights: (1) The right to know who your information has been shared with, (2) The right to ask for your information to be deleted and changed, (3) The right to withdraw your permission to participate in this program.

### **Do you understand your rights regarding protecting your personal information?**

#### *Information sharing*

You grant the Uplift Harris Guaranteed Income Pilot, administered by GiveDirectly, the following permissions: (1) To share your information with our partners in this project, such as but not limited to, payment providers and research partners (2) To contact you through your provided phone number or email. (3) To contact individuals that you have designated as alternative contacts should we not be able to contact you.

### **Do you consent to have your information used in these ways?**

#### *Risk and Responsibility*

Next, we'd like to make you aware of some risks you may face if you choose to enroll in this program. (1) People like identity impersonators, scammers or dishonest family members could try to steal your money. (2) People, including GiveDirectly staff acting without GiveDirectly's knowledge or permission, could try to force you to share some of the money with them. (3) There may be disagreements or conflicts in your household or community about receiving or spending the money. GiveDirectly will provide you with information to avoid and reduce these risks, and we will share our contact information and offer support in case any adverse event occurs. However, you are responsible for keeping your money safe and protecting yourself. GiveDirectly will not refund any lost transfers.

### **Do you understand and accept these risks?**

#### *Spending Regulations*

All programs administered by GiveDirectly have some spending regulations. These regulations are in place to protect Pilot participants, their communities, and others that could be affected by actions taken by Pilot participants.

Money received from the Uplift Harris Guaranteed Income Pilot must not be used:

Last update: 4/16/24

- To support any entities or individuals relating to terrorism
- To buy or support anything that would harm the safety and security of recipients and or other community members
- For fraud or corruption
- For the promotion of any criminal activities

Such activities will likely lead to stopped transfers and efforts to recover funds.

**Do you agree to abide by these spending regulations?**

*Harris County residency requirement*

Only residents of Harris County are eligible for participation in the Uplift Harris Pilot. If you or your household moves outside of Harris County, you are obligated to report it to the Uplift Harris Pilot via GiveDirectly. You will no longer be eligible to receive payments after moving outside of Harris County. You are permitted to move to a new residency anywhere within Harris County. This is because the federal government requires that the County's funds are used for local benefit only.

**Do you agree to inform the Uplift Harris Pilot, via GiveDirectly if you move outside of Harris County?**

*Updating your contact information*

In order for us to contact you about pilot information and to complete monthly surveys, you will need to keep the Uplift Harris Pilot, via GiveDirectly, informed of any changes to your contact information. You can update your contact information by calling (844) 403-7244 or emailing support@upliftharriscounty.zendesk.com. If we are unable to reach you on a monthly basis during the Pilot your payments may be delayed or paused.

**Do you acknowledge that you are responsible for updating your contact information?**

*Commitment of funds*

Monthly payments are subject to the availability of funds from Harris County Public Health.

**Do you acknowledge and understand that monthly payments are contingent upon Harris County funding? [Yes/No]**

By signing below, you are agreeing that: (1) These permissions/consents & rights have been provided to you in a language that you understand (2) GiveDirectly can collect, store, process or share your information [as already mentioned above] (3) you have been fully informed of your rights (4) questions about your participation in this program have been answered satisfactorily, (5) you are aware of the potential risks (if any), and (6) you are taking part in this program voluntarily (without being forced).

*[Insert Signature Pad]*

If you ever have any questions or concerns about this program once you finish this survey, you can contact our helpdesk at (844) 403-7244 or support@upliftharriscounty.zendesk.com

## Secondary Contact Information

During the Uplift Harris Pilot, GiveDirectly will need to contact you every month. We will contact you to confirm you are receiving your cash transfers. GiveDirectly may also need to contact you to let you know if there are issues with your payment or you in the case of an emergency. In case we are unable to reach you directly, please provide us with a secondary contact person GiveDirectly can contact if we cannot get ahold of you.

This is required. However, your participation in the Uplift Harris Pilot will not be shared with the person you identify as your secondary contact. If we need to contact them, we will notify them you are enrolled in a program with Harris County, Texas and we are seeking updated contact information for you.

<b>Secondary Contact Full Name</b>	
<b>What contact information do you have for this individual?</b> If this individual has both a phone number and an email address, please provide both forms of contact.	[Select all] Phone Number Email address
<i>If "Phone number"</i> Phone Number	
<i>If "email address"</i> Email Address	
What is your relationship to this person?	<ul style="list-style-type: none"> <li><input type="radio"/> My spouse</li> <li><input type="radio"/> My child</li> <li><input type="radio"/> My parent</li> <li><input type="radio"/> Another family member</li> <li><input type="radio"/> My case worker</li> <li><input type="radio"/> My employer</li> <li><input type="radio"/> Someone else I trust [please describe]</li> </ul>

## Benefits Counseling

Guaranteed income programs like the Uplift Harris Pilot may increase your household income. Because of this there could be an impact on public benefits that you currently receive or plan to apply for. GiveDirectly offers benefits counseling to help you understand the potential impact enrolling in the Uplift Harris Pilot could have on your public benefits. This can help you with your decision to enroll in the Uplift Harris Pilot.

We provide benefits counseling to give you information to understand how payments from the Uplift Harris Pilot may impact public benefits you receive. This will help you to make an informed decision

about if you do or do not want to enroll in the pilot. However, public benefits are complex. There are many aspects of your household's finances that you may think about when you decide to enroll in the Uplift Harris Pilot.

During benefits counseling we will give you access to a benefits tool. This tool will help you estimate your benefits loss as a result of participating in the Uplift Harris Pilot. Everybody enrolling has the opportunity to receive benefits counseling.

Harris County secured waivers or protections for the benefits listed below. The waivers were received from federal, state, and/or local agencies. Waivers are documents that explain that cash transfers will not impact whether you are eligible for public benefits. This means that the money you receive from the Uplift Harris County Guaranteed Income Pilot should not impact eligibility or reduce your benefits for specific programs. If you or someone in your household receives any of the benefits listed below, your benefits will likely be protected:

- Harris County and Houston Housing Authority Public Housing & Housing Choice Vouchers
- Harris Health Systems Financial Assistance Program
- Low Income Housing Energy Assistance Program (LIHEAP/CEAP)
- Low-Income Household Water Assistance Program (LIHWAP)
- Weatherization Assistance Program (WAP)
- Medicaid for Children / CHIP
- Child Care Subsidies
- Social Security Retirement
- Social Security Disability Insurance (SSDI)
- Unemployment Insurance

Other benefits are not protected and may be impacted. Benefits counseling is not available for these specific benefits and you are encouraged to contact the benefits administrator directly if you have questions about how the Uplift Harris guaranteed income may impact these benefits.

- Income-based student loan forgiveness
- Federal Pell grant

1	<p><i>High risk benefits</i></p> <p><b>Do you receive any of the following benefits or participate in any of the following programs?</b></p> <p>These benefits are not protected and are at higher risk of loss or decrease due to participation in the Uplift Harris Pilot. If you or a household member receives one or more of these benefits GiveDirectly will provide benefits counseling to you to understand what the estimated impact is on your household's benefits.</p>	<p><i>Check box selection</i></p> <ul style="list-style-type: none"> <li>• Social Security - Supplemental Security Income (SSI)</li> <li>• Supplemental Nutrition Assistance Program (SNAP)</li> <li>• Temporary Assistance for Needy Families (TANF)</li> <li>• Medicaid for Elderly and People with Disabilities</li> <li>• Medicaid for Adults</li> <li>• Women, Infant, and Children (WIC)</li> <li>• Head Start / Early Head Start</li> <li>• None of the above</li> </ul>
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2	<p><i>If one or more “high risk benefit” selected</i></p> <p>Certain benefits are at a higher risk of loss or decrease due to participation in the Uplift Harris Pilot. Individuals who currently receive these benefits must participate in individualized benefits counseling.</p> <p>This short (15 minute) benefits counseling session is <b>mandatory for participation in the Uplift Harris Pilot</b>. Individualized sessions will occur throughout the enrollment period.</p> <p>You can set up an appointment for virtual benefits counseling <a href="#">HERE</a>.</p> <p>If you are receiving Supplemental Security Income (SSI), your benefits may be impacted. To support you in making a decision to enroll in this program, we will offer benefits counseling. However, we encourage you to contact the Social Security Administration for individualized guidance.</p> <p>After your benefits counseling session is complete you must return to this enrollment form to finish enrolling in the Uplift Harris Pilot.</p> <p><b>Your enrollment is not complete until you attend a benefits counseling session and then finish this enrollment form. You will not receive payment from the Uplift Harris Pilot if your enrollment is incomplete.</b></p>	
2a	<p>Thank you for completing benefits counseling! You may now proceed with the rest of your Uplift Harris Pilot enrollment process.</p> <p>You can also use the benefits tool to estimate the impact of the Uplift Harris Pilot payments.</p> <p><a href="#">Click here</a> to access the benefits tool from the Federal Reserve Bank of Atlanta.</p> <ul style="list-style-type: none"><li>• In the benefits tool select "TX" as your state and "Harris County" as your County.</li><li>• Mark "yes" for Child Care Subsidy (CCDF) and Section 8 Housing</li></ul>	

	<p>Voucher. These benefits are protected.</p>	
<p>2b</p>	<p>By consenting to enroll, I, {Legal Name} verify that I understand that participation in the Uplift Harris Pilot may impact my current or future public benefits. If I receive benefits from SSI, SNAP, TANF, Medicaid for Adults, Medicaid for Elderly and People with Disabilities, WIC, Head Start / Early Head Start and other public benefits, I understand that my benefits may be at risk. I also acknowledge that information provided in benefits counseling is not financial or legal advice. I verify that I still wish to proceed with enrolling in the program.</p>	<p>Signature</p>
<p>3</p>	<p><i>If “None of the above” selected in 1</i> All selected participants have the opportunity to receive benefits counseling.</p> <p>Benefits counseling is a short (15 minute) appointment. Participating in benefits counseling is optional for you, based on the benefits you report you or your household receives. Sessions will occur throughout the Uplift Harris Pilot enrollment period.</p> <p><b>Would you like to opt out of benefits counseling?</b></p> <p>Again, if you receive any of the following benefits you cannot opt out: Social Security - Supplemental Security Income (SSI) Supplemental Nutrition Assistance Program (SNAP) Temporary Assistance for Needy Families (TANF) Medicaid for Elderly and People with Disabilities Medicaid for Adults Women, Infant, and Children (WIC) Head Start / Early Head Start</p>	<p>Yes, I am opting out of individual benefits counseling</p> <p>No, I would like to complete benefits counseling before finishing my enrollment</p>



	<p>Your eligibility for other public benefits you currently receive or may apply for may also be impacted. If you have questions about your eligibility for these programs we encourage you to contact the benefits administration agency directly. This includes, but is not limited to:</p> <ul style="list-style-type: none"><li>- Income-based student loan forgiveness</li><li>- Federal Pell grant</li></ul>	
3a	<p><i>If “Yes, I am opting out...”</i></p> <p>The decision to enroll in this program is completely up to you. One of the core goals of this program is to support your choice and freedom. So, it's important to us that you have an estimate of the impact on your benefits. We will provide you with access to Benefit Kitchen, a tool you can use to input your household information and receive an estimate of the impacts the Uplift Harris Pilot payments may have on your public benefits. We also will be available throughout the program if you experience significant or unexpected changes in your benefits to provide additional documentation of the program.</p>	
3b	<p>By consenting to enroll, I, {Legal Name} verify that I understand that participation in the Uplift Harris Pilot may impact my current or future public benefits. If I receive benefits from SSI, SNAP, TANF, Medicaid for Adults, Medicaid for Elderly and People with Disabilities, WIC, Head Start / Early Head Start and other public benefits, I understand that my benefits may be at risk. I also acknowledge that benefits information shared via the benefits tools. is not financial or legal advice. I verify that I opted out of participating in benefits counseling. I verify that I still wish to proceed with enrolling in the program.</p>	<p><i>Signature</i></p>

4	<p><i>If “No, I would like to complete...”</i></p> <p>Thank you for your interest in benefits counseling. Individualized sessions will occur throughout the enrollment period.</p> <p>You can set up an appointment for virtual benefits counseling <a href="#">HERE</a>.</p> <p>After your benefits counseling session is complete you must return to this enrollment form to finish enrolling in the Uplift Harris Pilot.</p> <p><b>Your enrollment is not complete until you attend a benefits counseling session and then finish this enrollment form. You will not receive payment from the Uplift Harris Pilot if your enrollment is incomplete.</b></p> <p>If you do not want to complete benefits counseling, you can opt out with the question above. If you opt out you can continue the enrollment process.</p>	
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## Payment Method Selection

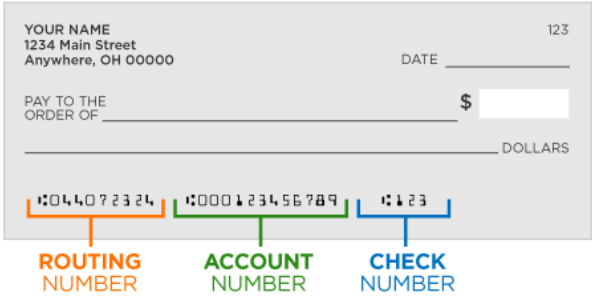
You're almost finished with enrollment. The next step is to set up how you will receive your monthly payment.. We have two options for payment.

- **Direct Deposit (ACH):** Funds are provided by direct transfer to a checking or savings bank account in your name. Most participants who have a bank account choose direct deposit. Direct deposit is the most secure way to receive your funds. By choosing direct deposit you avoid delays in accessing your cash in the event you lose your debit card. Direct deposit is typically the most secure and convenient option.
- **Debit Card:** Funds are provided on a reloadable debit card that you will pick up from GiveDirectly in person. If your debit card is lost or stolen, please note it could take up to 2-3 weeks to receive your card in the mail and there are risks that may include shipping issues or delays.

Please note you can change your payment method at any time during the pilot. Please allow for 2-3 weeks to process a change request. To make a change in your payment method contact GiveDirectly at (844) 403-7244 or [support@upliftharriscounty.zendesk.com](mailto:support@upliftharriscounty.zendesk.com).

The first payment is scheduled for April 24. Payments will transfer every month on the fourth Wednesday of the month. Please note, payments may take 1-2 business days to process and be available for you to use.

Payment Method Selection

<p><b>How would you like to receive your payments?</b></p>	<p>Direct deposit (ACH) Debit card (reloadable)</p>
<p><i>If ACH</i></p> <p><b>Please share your bank account information below. We take your privacy very seriously. We will only use this information to send payments on behalf of the Uplift Harris Pilot.</b></p>  <p>The diagram shows a check with the following fields: YOUR NAME (1234 Main Street, Anywhere, OH 00000), DATE, PAY TO THE ORDER OF, and an amount field. Below the MICR line, three numbers are highlighted: 044072324 (ROUTING NUMBER), 000123456789 (ACCOUNT NUMBER), and 123 (CHECK NUMBER).</p>	<p>Bank routing number Bank account number</p>
<p><b>Please enter your bank routing number</b></p> <p><b>The routing number is a 9-digit identification number used to identify your bank</b></p>	
<p><b>Please enter your bank account number.</b></p> <p>Note: We encrypt your bank account number as soon as you hit save.</p> <p>Your account number is the unique number assigned to your specific bank account. This is <b>not</b> the number that is on your debit card. Your account number is best located on a check, on a bank statement, in your online bank account, or by contacting your bank directly.</p>	
<p><b>Please enter the personal name on the Bank Account (i.e. the name of the person associated with the bank account, not the name of your bank).</b></p> <p>Note: the bank account must be under your name</p>	

<p><b>Is this account a checking or savings account?</b></p>	<p>Checking account Savings account</p>
<p><i>If "Debit Card"</i></p>	
<p><b>Do you consent to sharing aggregate expenditure data with GiveDirectly?</b> This data will report the type of purchases you make with your debit card, not what you purchase. This data will be shared with Harris County and Elite, the Pilot research partner. This data will help Harris County evaluate the pilot</p>	<p>Yes No</p>
<p><b>Debit Card Pick Up</b> Please register for a debit card pick up appointment.</p> <p><b>**Sunnyside Health and Multi-Service Center **</b> 4410 Reed Rd, Houston, TX 77051: [Click here to register for an enrollment assistance appointment at Sunnyside Health and Multi-Service Center](https://uplift-harris.ticketleap.com/sunnyside-multipurpose-center/)</p> <p><b>**New Bethlehem Baptist Church**</b> 9126 Jensen Dr, Houston, TX 77093: [Click here to register for an enrollment assistance appointment at New Bethlehem Baptist Church](https://uplift-harris.ticketleap.com/new-bethlehem-baptist-church/)</p> <p><b>**Burnett Bayland Park**</b> 6000 Chimney Rock Rd, Houston, TX 77081: [Click here to register for an enrollment assistance appointment at Burnett Bayland Park](https://uplift-harris.ticketleap.com/burnett-bayland-park/)</p> <p><b>**Environmental Community Advocates of Galena **</b> 1302 Keene St, Galena Park, TX 77547: [Click here to register for an enrollment assistance appointment at Environmental Community Advocates of Galena](http://uplift-harris.ticketleap.com/galena-park/)</p>	

<p>After you register for a debit card pick up appointment, return to this form to finish the enrollment process.</p> <p>If you are unable to collect your debit card in person because you are homebound or unable to travel, we may be able to mail you a debit card. Please email <a href="mailto:support@upliftharriscounty.zendesk.com">support@upliftharriscounty.zendesk.com</a> call (844) 403-7244 to request a mailed debit card. If you choose to have your debit card mailed, please note it could take up to 2-3 weeks to receive by mail and there is risk of shipping issues/returns/delays.</p>	
<p><b>I have scheduled an appointment to pick up my debit card.</b></p>	<p>Yes</p>

By signing here electronically, I acknowledge that I have set up my preferred payment method for the Uplift Harris County Guaranteed Income Pilot. I give GiveDirectly permission to collect personal data for the purposes of fulfilling legal and audit requirements.

[Insert Signature Pad]

## Beneficiary Information

To ensure that your cash transfers continue in the case of an unexpected or unforeseen circumstance, you may identify a beneficiary to receive your monthly transfer in your place. If you pass away, become incarcerated, or otherwise are no longer able to receive your transfers, this individual may be able to continue to receive transfers on your behalf.

Your beneficiary must meet the Uplift Harris Pilot eligibility criteria:

- They reside in one of the targeted ZIP codes (77050, 77093, 77051, 77060, 77028, 77033, 77026, 7708, 77547, 77091)
- They are 18 years of age or older
- Their household income falls at or below 200% of the Federal Poverty Level
- They are a U.S. citizen or a non-citizen with any of the following legal statuses:
  - A lawful permanent resident (green card holder);
  - An asylum seeker: someone who has been granted protection and permission to stay in the U.S. because of a well-founded fear of persecution in their home country;
  - A refugee: someone who has been forced to flee their home country and has been officially allowed to come to the U.S. for safety reasons;
  - Someone who has been granted humanitarian parole for at least one year;
  - Someone whose deportation has been postponed in connection with the Convention Against Torture;
  - A political refugee granted conditional entry based on the INA prior to April 1, 1980;
  - Someone from Cuba or Haiti who has been granted permission to stay in the U.S.

- pursuant to the Refugee Education Assistance Act of 1980;
- Someone who has experienced severe abuse or cruelty and is granted certain protections under U.S. immigration law.

Please note that GiveDirectly cannot guarantee that we will be able to transfer your place in the pilot to this beneficiary. If you are unable to continue receiving the cash transfers we will attempt to do so in order to ensure your beneficiary continues to receive monthly guaranteed income.

If you do not identify a beneficiary and you pass away, become incarcerated, or otherwise are unable to continue receiving transfers, GiveDirectly will not be able to continue your transfers to another person.

A beneficiary is not eligible to receive your cash transfer if you move out of Harris County.

1	Do you want to identify a beneficiary?	Yes No
2	<i>If "Yes"</i> Is your beneficiary the same person as your secondary contact? Your secondary contact is < <b>Secondary Contact Full Name</b> >.	Yes No
2a	<i>If "No" (not same as secondary contact)</i> What is the full name of your beneficiary?	
2b	<b>What contact information do you have for this individual?</b> If this individual has both a phone number and an email address, please provide both forms of contact.	<i>[Select all]</i> Phone Number Email address
2c	<i>If "Phone number"</i> Phone Number	
2d	<i>If "Email address"</i> Email Address	
2e	What is your relationship to this person?	<input type="radio"/> My spouse <input type="radio"/> My child <input type="radio"/> My parent <input type="radio"/> Another family member <input type="radio"/> Someone else I trust [please describe]

3	<p><i>If 1 is "Yes" or "No"</i>                  What ZIP code does your beneficiary live in?</p>	77050 77093 77051 77060 77028 77033 77026 77081 77547 77091 Other (please enter)
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### **Mandatory Monthly Safeguarding Survey**

It is very important for GiveDirectly to ensure that you receive your cash transfer successfully every month. To confirm that you received your funds, GiveDirectly will contact you every month with a very short survey by text and/or email. **You must submit this survey every month in order to continue to receive your monthly cash transfers.**

If you do not submit the survey, GiveDirectly may pause your payments. If your payments are paused because you do not respond to your monthly survey, you must contact GiveDirectly to confirm that you are successfully receiving your funds and that you are safe. GiveDirectly can help you submit missed surveys and resume your payments if they are paused.

You can contact GiveDirectly throughout the Uplift Harris Pilot at (844) 403-7244 or [support@upliftharriscounty.zendesk.com](mailto:support@upliftharriscounty.zendesk.com).

As needed, GiveDirectly will also follow up with the secondary contact you provide to help connect with you.

In addition, GiveDirectly may call, text, or email you to participate in additional surveys about your experiences in the pilot. Participation in the additional surveys is voluntary. If you participate it will help us ensure that all recipients have a positive, safe, and successful experience with the pilot.

If you consented in your original application to participate in research, Elite Research will contact you directly with information about research surveys and other follow up.

<p><b>Do you agree to complete and submit the mandatory safeguarding survey every month?</b></p> <p>You must agree to participate in these surveys to enroll in the Uplift Harris Pilot.</p>	Yes No
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<p><i>If “No”</i></p>	<p>Take to “Opt Out” page</p>
<p><i>If “Yes”</i>  <b>Do you want to designate someone you trust to help you with your monthly surveys and who has your permission to respond for you?</b></p> <p>Getting help with your survey is fine and allowed. We just want to know who you approve as a person to help you with these surveys</p>	<p>Yes No</p>
<p><i>If “yes”</i>  <b>Is the person you designate to help you with your monthly survey <i>Insert secondary contact name?</i></b></p>	<p>Yes No</p>
<p><i>If “No”</i>          What is the full name of your designated survey helper?</p>	
<p><i>If “No”</i>          What is your relationship to your designated survey helper?</p>	<p>My spouse          My child          My parent          Another family member          My case worker          My employer          Someone else I trust [please describe]</p>
<p><i>[If a helper is designated]</i>          Thank you for identifying your survey helper. Please remember that the money you get from the Uplift Harris County Guaranteed Income pilot is your money to spend however you want. Even your helper cannot ask for a stipend, payment or demand part of the money. Your monthly survey will be sent to you using the contact information you provided on your application. We may contact your designated helper if you do not submit your monthly survey.</p>	
<p>By signing here electronically, I give permission for the person I identified as my designated helper to respond to Uplift Harris Pilot monthly safeguarding surveys and other surveys on my behalf.</p>	<p><i>Signature box</i></p>

## Storytelling Cohort

From time to time, media outlets and other interested organizations will reach out to GiveDirectly and Harris County and ask to interview or profile Uplift Harris Pilot participants. These organizations may want to have a participant in the Uplift Harris Pilot speak about their experience at a live event.



The purpose is to share real, human stories with the public about the value of guaranteed income programs like the Uplift Harris Pilot. If you participate in the storytelling cohort you may be asked for information about your personal history, why you applied for the pilot, what your hopes are for the future, and how the cash is affecting your financial and personal life.

<p><b>Are you interested in participating in the storytelling cohort?</b></p> <p>Participating in the storytelling cohort is optional.</p> <p>Selecting “yes” does not guarantee that you will be invited to participate.</p> <p>If you select “yes” you give your permission to share your information with Harris County. If you are selected, GiveDirectly and/or Harris County will follow up with next steps within the first 6 months of the Uplift Harris Pilot.</p>	<p>Yes, I am interested in sharing my story with the public</p> <p>No, I am not interested in sharing my story with the public</p>
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## Summary and Submission

Please ensure that all of the information you provided was correct. If so, please complete your enrollment by clicking the button below to submit this enrollment form for the Uplift Harris County Guaranteed Income pilot.

The Uplift Harris County monthly cash transfer is scheduled for the fourth Wednesday of the month. The first payment is expected to transfer on April 24 to your chosen payment method. Every month, you will receive confirmation by text and/or email when your payment is sent. Your monthly survey will also be sent by text and/or email to the phone number on file.

If you have questions or need assistance at any point during the Uplift Harris Pilot please contact (844) 403-7244 or [support@upliftharriscounty.zendesk.com](mailto:support@upliftharriscounty.zendesk.com).

Please remember to contact the Uplift Harris Pilot if you

- Need to update your contact information (email address and/or phone number)
- Need to update your address, including if you move outside of Harris County

<SUBMIT>

## Success!

You successfully completed the enrollment process for the Uplift Harris County Guaranteed Income Pilot!

Last update: 4/16/24

If you selected a prepaid debit card, please remember to sign up for an appointment to pick up your debit card. If you did not sign up for an appointment previously, register for a debit card pick-up appointment

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\*\*Sunnyside Health and Multi-Service Center\*\* 4410 Reed Rd, Houston, TX 77051: [Click here to register for a debit card appointment at Sunnyside Health and Multi-Service Center](https://uplift-harris.ticketleap.com/sunnyside-multipurpose-center/)

\*\*New Bethlehem Baptist Church\*\* 9126 Jensen Dr, Houston, TX 77093: [Click here to register for a debit card appointment at New Bethlehem Baptist Church](https://uplift-harris.ticketleap.com/new-bethlehem-baptist-church/)

\*\*Burnett Bayland Park\*\* 6000 Chimney Rock Rd, Houston, TX 77081: [Click here to register for a debit card appointment at Burnett Bayland Park](https://uplift-harris.ticketleap.com/burnett-bayland-park/)

\*\*Environmental Community Advocates of Galena\*\* 1302 Keene St, Galena Park, TX 77547: [Click here to register for an enrollment assistance appointment at Environmental Community Advocates of Galena](http://uplift-harris.ticketleap.com/galena-park/)

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If you have questions or need assistance at any point during the Uplift Harris Pilot please contact (844) 403-7244 or emailing support@upliftharriscounty.zendesk.com

Please remember to contact the Uplift Harris Pilot if you

- Need to update your contact information (email address and/or phone number)
- Need to update your address, including if you move outside of Harris County

## Low Confidence (In Person/Screening-Led) Enrollment

### **Congratulations!**

Congratulations! You are selected for the Uplift Harris County Guaranteed Income pilot to receive \$500 per month for 18 months.

**To confirm your spot in the Uplift Harris Pilot you need to complete your enrollment in-person.**

You are required to complete your enrollment in person because we still need information to verify your eligibility. The following eligibility requirements were not met in your application:

*[Populates according to applications review outcome]*

- Identity
- Residency
- Income

You can bring documentation of your eligibility to your enrollment appointment.

Please continue to read for more information about the Uplift Harris Pilot and the enrollment process. This includes instructions for signing up for an enrollment appointment.

## Enrollment Requirements

To enroll in the Uplift Harris Pilot you must have your eligibility verified and then complete the enrollment form. You can sign up for an in-person enrollment appointment to meet with Uplift Harris Pilot staff. At this appointment you can bring documentation of your eligibility. Uplift Harris Pilot staff will help verify your eligibility and complete your enrollment at this appointment.

The enrollment form is required to participate in the Pilot. In this form you will review and sign a pilot consent form, provide additional information and select your payment method. This enrollment will also provide you information about potential public benefits interaction and your rights and responsibilities as a participant in the Uplift Harris Pilot. By enrolling you grant GiveDirectly permission to collect your personal information. We will collect your personal information to confirm your eligibility for the program and to issue payments. Please note that it is your choice to participate in this pilot. You can opt out at any time.

### **What is the eligibility criteria for the Uplift Harris Pilot?**

To be eligible for the **Geographic Cohort** you must be a Harris County resident who meets ALL of the following eligibility requirements:

- You reside in one of the targeted zip codes
  - 77050
  - 77093
  - 77051
  - 77060
  - 77028
  - 77033
  - 77026
  - 77081
  - 77547
  - 77091
- You are 18 years of age or older
- Your household income falls at or below 200% of the Federal Poverty Level
- You are a U.S. citizen or a non-citizen with any of the following legal statuses:
  - A lawful permanent resident (green card holder);
  - An asylum seeker: someone who has been granted protection and permission to stay in the U.S. because of a well-founded fear of persecution in their home country;
  - A refugee: someone who has been forced to flee their home country and has been officially allowed to come to the U.S. for safety reasons;

- Someone who has been granted humanitarian parole for at least one year;
- Someone whose deportation has been postponed in connection with the Convention Against Torture;
- A political refugee granted conditional entry based on the INA prior to April 1, 1980;
- Someone from Cuba or Haiti who has been granted permission to stay in the U.S. pursuant to the Refugee Education Assistance Act of 1980;
- Someone who has experienced severe abuse or cruelty and is granted certain protections under U.S. immigration law.

To be eligible for the **ACCESS cohort** you must meet ALL of the following eligibility requirements:

- You must be an active participant in the Accessing Coordinated Care and Empowering Self Sufficiency (ACCESS) Harris County care coordination model
- You reside in Harris County
- You are 18 years of age or older
- Your household income falls at or below 200% of the Federal Poverty Level
- You are a U.S. citizen or a non-citizen with any of the following legal statuses:
  - A lawful permanent resident (green card holder);
  - An asylum seeker: someone who has been granted protection and permission to stay in the U.S. because of a well-founded fear of persecution in their home country;
  - A refugee: someone who has been forced to flee their home country and has been officially allowed to come to the U.S. for safety reasons;
  - Someone who has been granted humanitarian parole for at least one year;
  - Someone whose deportation has been postponed in connection with the Convention Against Torture;
  - A political refugee granted conditional entry based on the INA prior to April 1, 1980;
  - Someone from Cuba or Haiti who has been granted permission to stay in the U.S. pursuant to the Refugee Education Assistance Act of 1980;
  - Someone who has experienced severe abuse or cruelty and is granted certain protections under U.S. immigration law.

### **What documentation do I need to bring to prove my eligibility for Identity?**

If you did not provide documentation to demonstrate your eligibility during the application, or if this documentation was not accepted to verify your eligibility you must bring documentation to your enrollment appointment that demonstrates your identity for the Uplift Harris Guaranteed Income Pilot.

### **Documents accepted for Identity eligibility**

- Driver's license
- State ID
- US Passport
- Non-United States Passport
- Military ID
- Green Card
- Certification of naturalization (form N-550 or N-570)
- Certificate of citizenship (form N-560 or N-561)
- Permanent resident card (I-551)
- Native American tribal photo ID
- Consular ID Card

- (Foreign) Voter ID Card
- US Employment Authorization
- Learner's Permit
- Temporary Visitor Driver's License
- Other government issued photo ID that includes name and date of birth, including enhanced Harris County Public Library card

If none of the above are available, the you may provide two of any of the below forms of non-photo ID, one of which must show your name and date of birth (DOB):

- Birth certificate
- Health insurance card/prescription card (with DOB)
- Insurance card (with DOB)
- Voter ID card
- Employment identification card (with DOB)
- Vehicle registration with name and address
- Official school enrollment records
- Adoption records
- Life insurance policy record
- Baptismal certificate or other religious certificate (with DOB)
- Certified hospital records (with DOB)
- Form I-94
- DHS Form I-220A
- Other document with name and date of birth

### **What documentation do I need to bring to prove my eligibility for Residency?**

If you did not provide documentation to demonstrate your residency eligibility during the application, or if this documentation was not accepted to verify your eligibility you must bring documentation to your enrollment appointment that demonstrates your residency eligibility for the Uplift Harris Guaranteed Income Pilot.

### **Documents accepted for Residency eligibility**

- Current (valid/non-expired) government issued photo ID with home address, including enhanced Harris County Public Library card
- Utility bill, landline phone bill, internet bill, or cable bill in the applicant's name within the last 90 days with service address.
- Mortgage or lease documents with home address, indicating current residency.
- House deed with full address and individual's name.
- Tax return or receipt with home address from tax year 2022 or 2023 (Form 1040, Schedule C, or other filed tax form)
- Government benefits document/confirmation letter dated January 2023 or after (e.g. benefits confirmation letter for the Supplemental Nutrition Assistance Program ("SNAP"))
- Property tax bill from 2023 or more recent with home address, indicating current residency
- Letter from an official third-party business/commercial enterprise with home address, delivered by the U.S. Post Office within the last 90 days.
- Unexpired rental insurance with address being insured
- Unexpired vehicle registration with home address

- Letter from an organization providing services to residents experiencing homelessness or other social service agency that verifies your current place of residency

### **What documentation do I need to bring to prove my eligibility for Income?**

If you did not provide documentation to demonstrate your income eligibility during the application, or if this documentation was not accepted to verify your eligibility you must bring documentation to your enrollment appointment that demonstrates your income eligibility for the Uplift Harris Guaranteed Income Pilot.

### **Documents accepted for Income eligibility**

- Tax return or receipt with home address from tax year 2023 or 2024 (Form 1040, Schedule C, or other filed tax form).
- Enrollment or eligibility confirmation letter from any of the following programs, dated January 2023 or later:
  - Supplemental Nutrition Assistance Program (“SNAP”)
  - Temporary Assistance for Needy Families (“TANF”)
  - Special Supplemental Nutrition Program for Women, Infants, and Children (“WIC”)
- Wage documents from 2023 or 2022 for all adults over 21 years old in the household that earn income:
  - W2 or 1099s
  - Unemployment award letter (last 12 months)
  - A recent pay stub that is reflective of your typical income.
  - Bank account statements demonstrating recurring income
  - Statement from Cashapp/Venmo demonstrating recurring income
  - Recent check or other evidence of payment received as income

## Enrollment Dates

Enrollment for the Uplift Harris Pilot is from March 18 – April 19, 2024.

You can complete the enrollment online by continuing in this form.

**You must complete enrollment by April 19. If you do not complete enrollment by April 19 you will lose your spot in the Uplift Harris Pilot.**

## Overview

To confirm that you grant the Uplift Harris Pilot permission to collect your personal information, you must complete the enrollment process and	Yes No
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<p>sign a consent form. We will collect your personal information to confirm your eligibility for the program and to issue payments. Please note that it is your choice to participate in this pilot. You can opt out at any time.</p> <p><b>Would you like to continue?</b></p>	<p><i>If no = opt out</i></p>

## Sign Up for In Person Enrollment

In order to complete your enrollment in the Uplift Harris County Guaranteed Income pilot, we will need to confirm your eligibility.

You have not yet provided proof of identity, income, and/or residency, or documents previously provided have not been accepted yet. To finish verifying your eligibility you will need to complete your Uplift Harris Pilot enrollment in person. If your eligibility cannot be verified you will not be able to enroll in the Uplift Harris Pilot.

Please see the schedule of enrollment events below. Use the link for your preferred session to register for an enrollment appointment.

**\*\*Sunnyside Health and Multi-Service Center \*\*** 4410 Reed Rd, Houston, TX 77051: [Click here to register for an enrollment assistance appointment at Sunnyside Health and Multi-Service Center](<https://uplift-harris.ticketleap.com/sunnyside-multipurpose-center/>)

**\*\*New Bethlehem Baptist Church\*\*** 9126 Jensen Dr, Houston, TX 77093: [Click here to register for an enrollment assistance appointment at New Bethlehem Baptist Church](<https://uplift-harris.ticketleap.com/new-bethlehem-baptist-church/>)

**\*\*Burnett Bayland Park\*\*** 6000 Chimney Rock Rd, Houston, TX 77081: [Click here to register for an enrollment assistance appointment at Burnett Bayland Park](<https://uplift-harris.ticketleap.com/burnett-bayland-park/>)

**\*\*Environmental Community Advocates of Galena \*\*** 1302 Keene St, Galena Park, TX 77547: [Click here to register for an enrollment assistance appointment at Environmental Community Advocates of Galena](<http://uplift-harris.ticketleap.com/galena-park/>)

## Welcome!

Congratulations! You are selected for the Uplift Harris County Guaranteed Income pilot to receive \$500 per month for 18 months.

This is the enrollment form for the Uplift Harris Pilot. To confirm your spot in the Pilot, please complete and submit this form.

## Identity Verification

Identity: [Self attested] / [recollect]

1	<p><b>We need additional information to verify your identity. Are you able to provide any of the following documents?</b></p> <ul style="list-style-type: none"> <li>● Driver's license</li> <li>● State ID</li> <li>● US Passport</li> <li>● Non-United States Passport</li> <li>● Military ID</li> <li>● Green Card</li> <li>● Certification of naturalization (form N-550 or N-570)</li> <li>● Certificate of citizenship (form N-560 or N-561)</li> <li>● Permanent resident card (1-551)</li> <li>● Native American tribal photo ID</li> <li>● Consular ID Card</li> <li>● (Foreign) Voter ID Card (with photo, name and date of birth)</li> <li>● US Employment Authorization</li> <li>● Learner's Permit</li> <li>● Temporary Visitor Driver's License</li> <li>● Other government issued photo ID that includes name and date of birth</li> </ul>	<p>Yes No</p>
1a	<p><i>If "yes"</i></p>	<p>Document upload</p>
1b	<p><b>Does this/these document(s) prove the applicant's identity?</b></p>	<p>Document is legible, on our checklist, and matches what is in the application</p> <p>Document is not on our checklist, but accepted by GiveDirectly</p> <p>Document proves ineligibility <i>[End enrollment]</i></p>
1c	<p><i>If 1 is "no"</i></p> <p><b>Do you have 2 documents without a photo that includes your date of birth?</b></p> <p>This may include the following:</p> <ul style="list-style-type: none"> <li>● Birth certificate</li> <li>● Health insurance card/prescription card (with DOB)</li> <li>● Insurance card (with DOB)</li> </ul>	<p>Yes No</p>



	<ul style="list-style-type: none"> <li>• Employment identification card (with DOB)</li> <li>• Voter ID card</li> <li>• Vehicle registration with name and address</li> <li>• Official school enrollment records</li> <li>• Adoption records</li> <li>• Life insurance policy record</li> <li>• Baptismal certificate or other religious certificate (with DOB)</li> <li>• Certified hospital records (with DOB)</li> <li>• Form I-94</li> <li>• DHS Form I-220A</li> <li>• Other document with name and date of birth</li> </ul>	
1d	<i>If 1c is "yes"</i>	<i>[Document upload for 2 docs]</i>
1e	<b>Does this/these document(s) prove the applicant's identity?</b>	<p>Document is legible, on our checklist, and matches what is in the application</p> <p>Document is not on our checklist, but accepted by GiveDirectly</p> <p>Document proves ineligibility <i>[End enrollment]</i></p>

## Residency Verification

Residency: [Self attested] / [recollect]

Is housed:

Living situation from application:

1	<p><b>We need additional information to verify your residency. You said you live at <i>[address / ZIP code]</i>.</b></p> <p><b>Are you able to provide any of the following documents?</b></p> <ul style="list-style-type: none"> <li>• Current (valid/non-expired) government issued photo ID with home address (If the address on the government issued photo ID you uploaded for proof of identity in the previous application phase is current, you may upload the same document as proof of residency)</li> <li>• Utility bill, landline phone bill, internet bill, or cable bill in your name from last 90 days with service address</li> <li>• Mortgage or lease documents with home address, indicating current residency</li> </ul>	<p>Yes</p> <p>No</p>
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	<ul style="list-style-type: none"> <li>• House deed with full address and your name</li> <li>• Tax documents with your name and home address from tax year 2023 or 2024 (Tax returns, tax receipts, Form 1040, Schedule C, or other filed tax form)</li> <li>• Government benefits document/confirmation letter with your name and address dated after January 2023 (e.g. benefits confirmation letter for the Supplemental Nutrition Assistance Program (“SNAP”))</li> <li>• Property tax bill from 2023 with your name and home address, indicating current residency</li> <li>• Letter from an official third-party business/commercial enterprise with your name and home address, delivered by the U.S. Post Office within the last 90 days</li> <li>• Unexpired rental insurance with your name and the address being insured</li> <li>• Unexpired vehicle registration with your name and home address</li> <li>• Other documentation with your name and home address</li> </ul>	
1a	<i>If 1 is “yes”</i>	Document upload
1b	<b>Does this/these document(s) prove the applicant’s residency in an eligible ZIP code?</b>	<p>Document is legible, on our checklist, and matches what is in the application</p> <p>Document is not on our checklist, but accepted by GiveDirectly</p> <p>Document proves ineligibility <i>[End enrollment]</i></p>

### Income Verification

Income: [Self attested] / [recollect]

Household Income:

Household size:

Household Income limit (200% FPL):

1	<p><b>We need additional information to get a better understanding of your income.</b></p> <p><b>Are you able to provide any of the following documents?</b></p>	<p>Yes</p> <p>No</p>
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	<ul style="list-style-type: none"> <li>• An enrollment or eligibility confirmation letter from SNAP, TANF or WIC dated January 2023 or more recent OR</li> <li>• A tax return or receipt that includes the income of all household members 21 years of age or older that equals your total household income from tax year 2023 or 2024 that match your current household income (Form 1040, Schedule C, or other filed tax form).</li> <li>• Wage documents from 2023 or 2024 for all adults over 21 years old in the household that earn income (W2 or 1099s)</li> <li>• Unemployment award letter (last 12 months)</li> <li>• Pay stub from within 90 days for all adults over 21 that represent typical earning</li> <li>• Social Security Documents: Annual Benefit Statement or bank statement showing direct deposit from Supplemental Security Income (“SSI”), Social Security Disability Insurance (“SSDI”)</li> </ul>	
1a	<i>If 1 is “yes”</i>	<i>[Document Upload]</i>
1b	<i>If 1 is “yes”</i> <b>Does this/these document(s) prove the applicant’s income at or below 200% FPL?</b>	Document is legible, on our checklist, and matches what is in the application  Document is not on our checklist, but accepted by GiveDirectly  Document proves ineligibility <i>[End enrollment]</i>
1c	<i>If 1 is “no”:</i> <i>The following questions are interview questions the enrollment assistance will conduct to determine if documentation is available to prove residency.</i> <b>Do you or any member of your household have any sources of income? If so, can you tell me about them?</b>	<i>Open text</i>
1d	<i>If 1 is “no”</i> <b>Are you or any member of your household receiving any public benefits? If so, which?</b>	<i>Open text</i>
1e	<i>If 1 is “no”</i> <b>Is there anything else that you’d like to share about your household income?</b> <i>Help Text: Interviewer should confirm that information that applicant shares is consistent with their application and demonstrates eligibility for the program (household income &lt;200% FPL).</i>	<i>Open text</i>
1f	<i>If 1 is “no”</i>	<i>I attest that my legal name is [legal_name],and that my</i>

		<i>household income is below [threshold amount].</i>
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## **Uplift Harris County Guaranteed Income Pilot Consents**

### *Protecting your Personal Information*

Protecting your personal information is your responsibility. Therefore, it is important that you understand your rights that relate to sharing your information with other people and organizations. You have the following rights: (1) The right to know who your information has been shared with, (2) The right to ask for your information to be deleted and changed, (3) The right to withdraw your permission to participate in this program.

### **Do you understand the rights about protecting your personal information? [Yes/No]**

### *Information sharing*

You grant the Uplift Harris Guaranteed Income Pilot, administered by GiveDirectly, the following permissions: (1) To share your information with our partners in this project, such as but not limited to, payment providers and research partners (2) To contact you, through your provided phone number or email. (3) To contact individuals that you have designated as alternative contacts should we not be able to contact you.

### **Do you consent to have your information used in these ways? [Yes/No]**

### *Risk and Responsibility*

Next, we'd like to make you aware of some risks you may face if you choose to enroll in this program. (1) People like identity impersonators, scammers or dishonest family members could try to steal your money. (2) People, including GiveDirectly staff acting without GiveDirectly's knowledge or permission, could try to force you to share some of the money with them. (3) There may be disagreements or conflicts in your household or community about receiving or spending the money. GiveDirectly will provide you with information to avoid and reduce these risks, and we will share our contact information and offer support in case any adverse event occurs. However, you are responsible for keeping your money safe and protecting yourself. GiveDirectly will not refund any lost transfers.

### **Do you understand and accept these risks? [Yes/No]**

### *Spending Regulations*

All programs administered by GiveDirectly have some spending regulations. These regulations are in place to protect Pilot participants, their communities, and others that could be affected by actions taken by Pilot participants.

Money received from the Uplift Harris Guaranteed Income Pilot must not be used:

- To support any entities or individuals relating to terrorism
- To buy or support anything that would harm the safety and security of recipients and or other community members

Last update: 4/16/24

- For fraud or corruption
  - For the promotion of any criminal activities.
- Such activities will likely lead to stopped transfers and efforts to recover funds.

**Do you agree to abide by these spending regulations? [Yes/No]**

*Harris County residency requirement*

Only residents of Harris County are eligible for participation in the Uplift Harris Pilot. If you or your household moves outside of Harris County, you are obligated to report it to the Uplift Harris Pilot via GiveDirectly. You will no longer be eligible to receive payments after moving outside of Harris County. You are permitted to move to a new residency anywhere within Harris County. This is because the federal government requires that the County's funds are used for local benefit only.

**Do you agree to inform the Uplift Harris Pilot, via GiveDirectly if you move outside of Harris County? [Yes/No]**

*Updating your contact information*

In order for us to contact you about pilot information and to complete monthly surveys, you will need to keep the Uplift Harris Pilot, via GiveDirectly, informed of any changes to your contact information. You can update your contact information by calling (844) 403-7244 or emailing support@upliftharriscounty.zendesk.com. If we are unable to reach you on a monthly basis during the Pilot your payments may be delayed or paused.

**Do you acknowledge that you are responsible for updating your contact information? [Yes/No]**

*Commitment of funds*

Monthly payments are subject to the availability of funds from Harris County Public Health.

**Do you acknowledge that monthly payments are contingent upon Harris County funding? [Yes/No]**

By signing below, you are agreeing that: (1) These permissions/consents & rights have been provided to you in a language that you understand (2) GiveDirectly can collect, store, process or share your information [as already mentioned above] (3) you have been fully informed of your rights (4) questions about your participation in this program have been answered satisfactorily, (5) you are aware of the potential risks (if any), and (6) you are taking part in this program voluntarily (without being forced).

*[Insert Signature Pad]*

If you ever have any questions or concerns about this program once you finish this survey, you can contact our helpdesk at (844) 403-7244 or support@upliftharriscounty.zendesk.com.

**Secondary Contact Information**

For the duration of the Uplift Harris Pilot, GiveDirectly will need to reach you every month, at a minimum. This contact will be to confirm you are receiving your transfers, to inform you of any issues with your payment, or

to contact you in the case of an emergency. In case we are unable to reach you directly, please provide us with a secondary contact person GiveDirectly can contact if we cannot get a hold of you.

This is required. However, your participation in the Uplift Harris Pilot will not be shared with your secondary contact. If we need to contact them, we will notify them you are enrolled in a program with Harris County, Texas and we are seeking updated contact information for you.

<b>Secondary Contact Full Name</b>	
<b>What contact information do you have for this individual?</b> If this individual has both a phone number and an email address, please provide both forms of contact.	[Select all] Phone Number Email address
<i>If "Phone number"</i> Phone Number	
<i>If "email address"</i> Email Address	
What is your relationship to this person?	<ul style="list-style-type: none"><li><input type="radio"/> My spouse</li><li><input type="radio"/> My child</li><li><input type="radio"/> My parent</li><li><input type="radio"/> Another family member</li><li><input type="radio"/> My case worker</li><li><input type="radio"/> My employer</li><li><input type="radio"/> Someone else I trust [please describe]</li></ul>

## Benefits Counseling

Guaranteed income programs like the Uplift Harris Pilot may increase your household income. Because of this there could be an impact on public benefits that you currently receive or wish to apply for. To help you understand the potential impact the Uplift Harris Pilot could have on your public benefits, we offer benefits counseling.

The purpose of benefits counseling is to provide you with tools and resources to understand how participating in the Uplift Harris Pilot may interact with any public benefits you may receive. This helps you to make an informed decision about if you do or do not want to participate in the pilot. However, public benefits are complex, and there are many aspects of your financial situation that you may take into consideration when considering to enroll.

To assist you with this decision we will provide you with information about benefits counseling. During benefits counseling you will be given access to a tool that helps you estimate your benefits loss as a result of participating in the program. All recipients have the opportunity to receive benefits counseling.

Harris County secured waivers or protections for the benefits listed below. The waivers were received from federal, state, and/or local agencies. Waivers are documents that explain that cash transfers will not impact whether you are eligible for public benefits. This means that the money you receive from the Uplift Harris County Guaranteed Income Pilot should not impact eligibility or reduce your benefits for specific programs. If you or someone in your household receives any of the benefits listed below, your benefits will likely be protected:

- Harris County and Houston Housing Authority Public Housing & Housing Choice Vouchers
- Harris Health Systems Financial Assistance Program
- Low Income Housing Energy Assistance Program (LIHEAP/CEAP)
- Low-Income Household Water Assistance Program (LIHWAP)
- Weatherization Assistance Program (WAP)
- Medicaid for Children / CHIP
- Child Care Subsidies
- Social Security Retirement
- Social Security Disability Insurance (SSDI)
- Unemployment Insurance

Other benefits are not protected and may be impacted. Benefits counseling is not available for these specific benefits and you are encouraged to contact the benefits administrator directly if you have questions about how the Uplift Harris guaranteed income may impact these benefits.

- Income-based student loan forgiveness
- Federal Pell grant

1	<p><i>High risk benefits</i></p> <p><b>Do you receive any of the following benefits or participate in any of the following programs?</b></p>	<p><i>Check box selection</i></p> <ul style="list-style-type: none"> <li>• Social Security - Supplemental Security Income (SSI)</li> <li>• Supplemental Nutrition Assistance Program (SNAP)</li> <li>• Temporary Assistance for Needy Families (TANF)</li> <li>• Medicaid for Elderly and People with Disabilities</li> <li>• Medicaid for Adults</li> <li>• Women, Infant, and Children (WIC)</li> <li>• Head Start / Early Head Start</li> </ul>
2	<p><i>If "high risk benefit" selected</i></p> <p>Certain benefits are at a higher risk of loss or decrease due to participation in the Uplift Harris Pilot. Individuals who currently receive these benefits must participate in individualized benefits counseling. We will now complete benefits counseling.</p>	
2a		<p><i>Enrollment assistance conducts benefits counseling using the CLIFF tool.</i></p>

2b	<p><b>Has this person completed benefits counseling?</b></p>	<ul style="list-style-type: none"> <li>• Yes, benefits counseling complete</li> <li>• Completed, but the applicant has decided to not continue with enrollment.</li> <li>• No, the applicant opted out of counseling and also enrollment.</li> <li>• No, applicant did not show up to their counseling appointment</li> </ul>
2c	<p><b>Date of benefits counseling</b></p>	<p>MM/DD/YYYY</p>
2d	<p><b>Benefits counseling completed by (enter name of benefits counselor)</b></p>	<p><i>Short text</i></p>
2e	<p>By consenting to enroll, I, \$legal_name, verify that I understand that participation in the Uplift Harris Pilot may impact my current or future public benefits. If I receive benefits from SSI, SNAP, TANF, Medicaid for Adults, Medicaid for Elderly and People with Disabilities, WIC, Head Start / Early Head Start and other public benefits, I understand that my benefits may be at risk. I also acknowledge that information provided in benefits counseling is not financial or legal advice. I verify that I still wish to proceed with enrolling in the program.</p>	<p>Signature</p>
3	<p><i>If "None of the above" selected in 1</i> All selected participants have the opportunity to receive benefits counseling.</p> <p><b>Would you like to opt out of benefits counseling?</b></p> <p>Again, if you receive any of the following benefits you cannot opt out:</p> <p>Social Security - Supplemental Security Income (SSI) Supplemental Nutrition Assistance Program (SNAP) Temporary Assistance for Needy Families (TANF) Medicaid for Elderly and People with Disabilities Medicaid for Adults Women, Infant, and Children (WIC) Head Start / Early Head Start</p>	<p>Yes, I am opting out of 1:1 benefits counseling</p> <p>No, I would like to complete benefits counseling before finishing my enrollment</p>



	<p>Your eligibility for other public benefits you currently receive or may apply for may also be impacted. If you have questions about your eligibility for these programs we encourage you to contact the benefits administration agency directly. This includes, but is not limited to:</p> <ul style="list-style-type: none"><li>- Income-based student loan forgiveness</li><li>- Federal Pell grant</li></ul>	
3a	<p><i>If 3 is "Yes, I am opting out..."</i></p> <p>The decision to enroll in this program is completely up to you. One of the core goals of this program is to support your choice and freedom. So, it's important to us that you have an estimate of the impact on your benefits.</p> <p>We will provide you with access to a tool you can use to input your household information and receive an estimate of the impacts the Uplift Harris Pilot payments may have on your public benefits.</p> <p>We also will be available throughout the program if you experience significant or unexpected changes in your benefits to provide additional documentation of the program.</p>	

3b	<p><i>If 3 is "Yes, I am option out": Benefits counseling opt out consent</i></p> <p>By consenting to enroll, I, \$legal_name, verify that I understand that participation in the Uplift Harris Cash Pilot may impact my current or future public benefits. If I receive benefits from SSI, SNAP, TANF, Medicaid for Adults, Medicaid for Elderly and People with Disabilities, WIC, Head Start / Early Head Start and other public benefits, I understand that my benefits may be at risk. I also acknowledge that information provided in benefits counseling is not financial or legal advice. I verify that I still wish to proceed with enrolling in the program.</p>	Signature
2	<p><i>If 3 is "No I would like to complete..."</i></p> <p>Certain benefits are at a higher risk of loss or decrease due to participation in the Uplift Harris Pilot. Individuals who currently receive these benefits must participate in individualized benefits counseling. We will now complete benefits counseling.</p>	

2a		<i>Enrollment Assistant conducts benefits counseling using the CLIFF tool.</i>
2b	<b>Has this person completed benefits counseling?</b>	<ul style="list-style-type: none"><li>• Yes, benefits counseling complete</li><li>• Completed, but the applicant has decided to not continue with enrollment.</li><li>• No, the applicant opted out of counseling and also enrollment.</li><li>• No, applicant did not show up to their counseling appointment</li></ul>
2c	<b>Date of benefits counseling</b>	MM/DD/YYYY
2e	<b>Benefits counseling completed by (enter name of benefits counselor)</b>	<i>Short text</i>

2f	<p>By consenting to enroll, I, \$legal_name, verify that I understand that participation in the Uplift Harris Cash Pilot may impact my current or future public benefits. If I receive benefits from SSI, SNAP, TANF, Medicaid for Adults, Medicaid for Elderly and People with Disabilities, WIC, Head Start / Early Head Start and other public benefits, I understand that my benefits may be at risk. I also acknowledge that information provided in benefits counseling is not financial or legal advice. I verify that I still wish to proceed with enrolling in the program.</p>	Signature
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### Payment Method Selection

You're almost finished with enrollment. The next step is to set up your method of payment. We have two options for payment. The first option is to receive your payment through direct deposit to your existing checking or savings account. The second option is to receive your payment through a debit card provided to you which will be reloaded monthly. For those who do have a bank account, direct deposit is the most secure and convenient option.

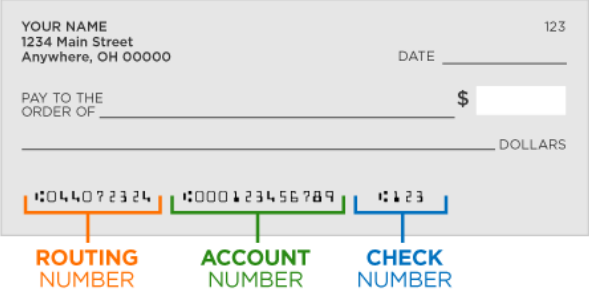
Please note you can change your payment method at any time during the pilot. Please allow for 2-3 weeks to process a change request. To make a change in your payment method contact GiveDirectly at (844) 403-7244 or support@upliftharriscounty.zendesk.com.

- **Direct Deposit (ACH):** Funds are provided by direct transfer to a checking or savings bank account in your name. Most participants who have a bank account choose direct deposit. Direct deposit is the most secure way to receive your funds. By choosing direct deposit you avoid delays in accessing your cash in the event you lose your debit card.
- **Debit Card:** Funds are provided on a reloadable debit card that you will pick up from GiveDirectly in person. If your debit card is lost or stolen, please note it could take up to 2-3 weeks to receive your card in the mail and there are risks that may include shipping issues or delays.

The first payment is scheduled for April 24. Payments will transfer every month on the fourth Wednesday of the month. Please note, payments may take 1-2 business days to process and be available for you to use.

#### Payment Method Selection

<b>How would you like to receive your payments?</b>	Direct deposit (ACH)
---	----------------------

	Debit card (reloadable)
<p><i>If ACH</i></p> <p><b>Please share your bank account information below. We take your privacy very seriously. We will only use this information to send payments on behalf of the Uplift Harris Pilot.</b></p>  <p>The diagram shows a check with the following fields: YOUR NAME (1234 Main Street, Anywhere, OH 00000), DATE (123), PAY TO THE ORDER OF, and an amount field. Below the MICR line, three numbers are highlighted: 044072324 (ROUTING NUMBER), 000123456789 (ACCOUNT NUMBER), and 123 (CHECK NUMBER).</p>	<p>Bank routing number Bank account number</p>
<p><b>Please enter your bank routing number</b></p> <p><b>The routing number is a 9-digit identification number used to identify your bank</b></p>	
<p><b>Please enter your bank account number.</b></p> <p>Note: We encrypt your bank account number as soon as you hit save.</p> <p>Your account number is the unique number assigned to your specific bank account. This is <b>not</b> the number that is on your debit card, and is best located on a check or on a bank statement, your online bank account, or your bank directly.</p>	
<p><b>Please enter the personal name on the Bank Account (i.e. the name of the person associated with the bank account, not the name of your bank).</b></p> <p>Note: the bank account must be under your name</p>	
<p><b>Is this account a checking or savings account?</b></p>	<p>Checking account Savings account</p>
<p><i>If "Debit Card"</i></p>	

<p><b>Do you consent to sharing aggregate expenditure data with GiveDirectly?</b></p> <p>This data will report the type of purchases you make with your debit card, not what you purchase. This data will be shared with Harris County and Elite, the Pilot research partner. This data will help Harris County evaluate the pilot</p>	<p>Yes No</p>
<p><b>Debit Card Activation</b></p>	
<p><b>Debit Card Pick Up</b> <b>Please register for a debit card pick up appointment.</b></p> <p>Organization A 77093: Click here to register for a debit card pick-up appointment at Organization A. Dates available at this site are:</p> <ul style="list-style-type: none"><li>• February XX</li><li>• March XX</li><li>• April XX</li></ul> <p>Organization B 77051/33: Click here to register for a debit card pick-up appointment at Organization B. Dates available at this site are:</p> <ul style="list-style-type: none"><li>• February XX</li><li>• March XX</li><li>• April XX</li></ul> <p>Organization C 77081: Click here to register for a debit card pick-up appointment at Organization C, Dates available at this site are:</p> <ul style="list-style-type: none"><li>• February XX</li><li>• March XX</li><li>• April XX</li></ul> <p>Organization D 77547: Click here to register for a debit card pick-up appointment at Organization D. Dates available at this site are:</p> <ul style="list-style-type: none"><li>• February XX</li><li>• March XX</li><li>• April XX</li></ul> <p><b>If you are unable to collect your debit card in person because you are homebound or unable to travel, we may be able to mail you a debit card. Please email (844) 403-7244 or email</b></p>	

<p><b>support@upliftharriscounty.zendesk.com to request a mailed debit card. If you choose to have your debit card mailed, please note it could take up to 2-3 weeks to receive by mail and there is risk of shipping issues/returns/delays.</b></p>	
<p><b>I have scheduled an appointment to pick up my debit card.</b></p>	<p>Yes</p>

By signing here electronically, I acknowledge that I have set up my preferred payment method for the Uplift Harris County Guaranteed Income Pilot. I give GiveDirectly permission to collect personal data for the purposes of fulfilling legal and audit requirements.

[Insert Signature Pad]

### Beneficiary Information

In order to ensure that your cash transfers continue in the case of an unexpected or unforeseen circumstance, you may identify a beneficiary to receive your monthly transfer in your place. If you pass away, become incarcerated, or otherwise are no longer able to receive your transfers, this individual may be able to continue to receive transfers on your behalf.

Your beneficiary must meet the Uplift Harris Pilot eligibility criteria:

- They reside in one of the targeted ZIP codes (77050, 77093, 77051, 77060, 77028, 77033, 77026, 77081, 77547, 77091)
- They are 18 years of age or older
- Their household income falls at or below 200% of the Federal Poverty Level
- They are a US citizen or legal permanent resident

Please note that GiveDirectly cannot guarantee that we will be able to transfer your place in the pilot to this beneficiary, but we will attempt to do so in order to ensure your household continues to receive monthly guaranteed income.

If you do not identify a beneficiary and you pass away, become incarcerated, or otherwise are unable to continue receiving transfers, GiveDirectly will not be able to continue your transfers to another person.

A beneficiary is not eligible to receive your cash transfer if you move out of Harris County.

<p>1</p>	<p>Do you want to identify a beneficiary?</p>	<p>Yes No</p>
<p>2</p>	<p><i>If "Yes"</i> <b>Is your beneficiary the same person as your secondary contact?</b> Your secondary contact is &lt;<b>Secondary Contact Full Name</b>&gt;.</p>	<p>Yes No</p>
<p>2a</p>	<p><i>If "No" (not same as secondary contact)</i> What is the full name of your beneficiary?</p>	

2b	<b>What contact information do you have for this individual?</b> If this individual has both a phone number and an email address, please provide both forms of contact.	<i>[Select all]</i> Phone Number Email address
2c	<i>If "Phone number"</i> Phone Number	
2d	<i>If "Email address"</i> Email Address	
2e	What is your relationship to this person?	<ul style="list-style-type: none"> <li><input type="radio"/> My spouse</li> <li><input type="radio"/> My child</li> <li><input type="radio"/> My parent</li> <li><input type="radio"/> Another family member</li> <li><input type="radio"/> My case worker</li> <li><input type="radio"/> My employer</li> <li><input type="radio"/> Someone else I trust [please describe]</li> </ul>
3	<i>If 1 is "Yes" or "No"</i> What ZIP code does your beneficiary live in?	77050 77093 77051 77060 77028 77033 77026 77081 77547 77091 Other (please enter)

### Mandatory Monthly Safeguarding Survey

It is very important for GiveDirectly to ensure that you receive your cash transfer successfully every month. To confirm that you received your funds, GiveDirectly will contact you every month with a very short survey by text and/or email. **You must submit this survey every month in order to continue to receive your monthly cash transfers.**

If you do not submit the survey, GiveDirectly may pause your payments. If your payments are paused because you do not respond to your monthly survey, you must contact GiveDirectly to confirm that you are successfully receiving your funds and that you are safe. GiveDirectly can help you submit missed surveys and resume your payments if they are paused.

As needed, GiveDirectly will also follow up with the secondary contact you provide to help connect with you.



In addition, GiveDirectly may call, text, or email you to participate in surveys about your experiences in the pilot. Participation is voluntary, but it will help us ensure that all recipients have a positive, safe, and successful experience with the pilot.

If you consented in your original application to participate in research, Elite Research will contact you directly with information about research surveys and other follow up.

<p><b>Do you agree to complete and submit the mandatory safeguarding survey every month?</b></p>	<p>Yes No</p>
<p><i>If “No”</i></p>	<p>Take to “Opt Out” page</p>
<p><i>If “Yes”</i>  <b>Do you want to designate someone you trust to help you with your monthly surveys and who has your permission to respond for you?</b></p> <p>Getting help with your survey is fine and allowed. We just want to know who you approve as a person to help you with these surveys</p>	<p>Yes No</p>
<p><i>If “yes”</i>  <b>Is your designated helper <i>[Insert secondary contact name]</i>?</b></p>	<p>Yes No</p>
<p><i>If “No”</i>          What is the full name of your designated survey helper?</p>	
<p><i>If “No”</i>          What is your relationship to your designated survey helper?</p>	<p>My spouse          My child          My parent          Another family member          My case worker          My employer          Someone else I trust [please describe]</p>
<p><i>[If a helper is designated]</i>          Thank you for identifying your survey helper. Please remember that the money you get from the Uplift Harris County Guaranteed Income pilot is your money to spend however you want. Even your helper cannot ask for a stipend, payment or demand part of the money. Your monthly survey will be sent to you using the contact information you provided on your application.</p>	
<p>By signing here electronically, I give permission for the person I identified as my designated helper to respond to Uplift Harris Pilot monthly safeguarding surveys and other surveys on my behalf.</p>	<p><i>Signature box</i></p>

## Storytelling Cohort

From time to time, media outlets and other interested organizations will reach out to GiveDirectly and Harris County and ask to interview or profile Uplift Harris Pilot participants, or may want to have a participant speak about their experience at a live event.

The purpose is to share real, human stories with the public about the value of guaranteed income programs like the Uplift Harris Pilot. You may be asked for information about your personal history, why you applied for the pilot, what your hopes are for the future, and how the cash is affecting your financial and personal life.

<p><b>Are you interested in participating in the storytelling cohort?</b></p> <p>Selecting “yes” does not guarantee that you will be invited to participate.</p> <p>If you select “yes” you give your permission to share your information with Harris County. If you are selected, GiveDirectly and/or Harris County will follow up with next steps within the first 6 months of the Uplift Harris Pilot.</p>	<p>Yes, I am interested in sharing my story with the public</p> <p>No, I am not interested in sharing my story with the public</p>
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## Summary and Submission

Please ensure that all of the information you provided was correct. If so, please complete your enrollment by clicking the button below to submit this enrollment form for the Uplift Harris County Guaranteed Income pilot.

<SUBMIT>

## Success!

You successfully completed the enrollment process for the Uplift Harris County Guaranteed Income Pilot! If you signed up for individual benefits counseling your appointment details will be sent to the contact information you gave when you signed up.

If you selected a prepaid debit card, please sign up for an appointment to pick up your debit card. Sign up for a debit card pick-up appointment at

[Click here to register for a debit card pick-up appointment at Organization A.](#)

[Click here to register for a debit card pick-up appointment at Organization B.](#)

[Click here to register for a debit card pick-up appointment at Organization C](#)

[Click here to register for a debit card pick-up appointment at Organization D.](#)

The Uplift Harris County monthly cash transfer is scheduled for the Fourth Wednesday of every month. The first payment is expected to transfer on Wednesday, April 24 to your chosen payment method. Every month, you will receive confirmation by text and/or email when your payment is sent.

If you have questions or need assistance at any point during the Uplift Harris Pilot please contact...

Please remember to contact the Uplift Harris Pilot if you

- Need to update your contact information (email address and/or phone number)
- Need to update your address, including if you move outside of Harris County

## Benefits Counseling Completion Subsurvey

Does this person require benefits counseling?	
Did this person opt into benefits counseling?	
<b>Has this person completed benefits counseling</b>	<ul style="list-style-type: none"><li>• Yes, benefits counseling complete</li><li>• Completed, but the applicant has decided to not continue with enrollment.</li><li>• No, the applicant opted out of counseling and also enrollment.</li></ul>
<b>Date of benefits counseling</b>	MM/DD/YYYY
<b>Benefits counseling completed by (enter name of benefits counselor)</b>	<i>Short text</i>

## Opt Out Page

### **Opt Out of Uplift Harris Guaranteed Income Program**

You have indicated that you do not wish to proceed with enrollment in the Uplift Harris Guaranteed Income Program.

To participate in the Uplift Harris Guaranteed Income Program you must agree to all of the program consents and participate in benefits counseling if it is mandatory for you. If you do not agree to these program areas you are unable to participate.

Last update: 4/16/24

If you wish to continue with enrollment, please use the "Previous" button above this section to return to the section you were completing and agree to the program requirements.

If you have questions or need support please contact (844) 403-7244 or [support@upliftharriscounty.zendesk.com](mailto:support@upliftharriscounty.zendesk.com).

**If you submit this page to Opt Out of the Uplift Harris Pilot enrollment you are forfeiting your spot in the Uplift Harris County Guaranteed Income Pilot and you will not be eligible for the guaranteed income payment.**

**Ex. F**





# HARRIS COUNTY RECOVERY PLAN

STATE AND LOCAL FISCAL  
RECOVERY FUNDS  
2023 REPORT

# 20 23





The program provided \$60 million in flexible financial assistance. Catholic Charities of the Archdiocese of Great Houston was responsible for operating the program including application processing and payment, contact center operation, technology platform development, and outreach to vulnerable populations in partnership with nonprofits and other local entities.

The primary goal of the project was for an increased ability for families and individuals to be able to pay for basic needs in Harris County. Intended outcomes for the program included a decrease in the number of households that reported were behind on their bills and an increase in the number of households that reported they could pay for essential needs (e.g., food).

**Use of Evidence & Program Evaluation:**

Evidence-based Interventions: Yes

Program Evaluation: Yes

The Flexible Financial Assistance program was based on studies conducted regarding the effectiveness of unconditional cash grants for alleviating poverty and studies showing that federal Economic Impact Payments helped families afford basic needs. Research also showed that households were unable to afford basic needs during the pandemic. By April 2020, a [Pew Research](#) study reported that only 23% of households had emergency funds that would last 3 months, and about half of low-income Americans had reported a job or wage loss due to COVID-19 by that point. The [Center on Budget and Policy Priorities](#), [the Urban Institute](#), and the [Federal Reserve](#) all indicate that families struggled with food insecurity, paying for bills and other basic expenses, and that the impacts were felt especially by those who entered the pandemic with fewer resources and/or experienced a layoff. While the impacts were lessened by safety net programs, for many households, such assistance has not been enough.

Beneficiaries were surveyed to learn about uses of funds and recommendations for future programs; the Department of Economic Equity and Opportunity prepared a program assessment which was transmitted to Commissioners Court.

**Performance Report:** The Flexible Financial Assistance program issued \$1,500 payments to 40,000 households across the County.

**Programmatic Data:**

- Number of households served: 40,000

**Project Name: Uplift**

**Project Number:** ARPA\_UPLIFT

**Funding Amount:** \$20,500,000.00

**Expenditure Category:** 2.3 Household Assistance: Cash Transfers

**Project Overview:** Uplift Harris County, Harris County's Guaranteed Income Pilot, is an 18-month pilot that will provide continuous cash transfers to eligible low-income individuals and households to ensure an income floor and address economic inequality for low-income households most affected by the pandemic. Each participating household will receive \$500 per month. The pilot will include funding for two cohorts. The first cohort will be selected through a randomization process from within the top ten

high-poverty zip codes where the COVID-19 pandemic and corresponding economic crises have adversely impacted residents. The second cohort includes priority populations under ACCESS, a coordinated and client-centered safety net service delivery model administered by Harris County Public Health. Funds would be available for ACCESS participants to maximize the impact of targeted services offered to participants by Harris County agencies.

The COVID-19 Pandemic and economic fallout highlighted the financial challenges for low-income families, many of whom are just a paycheck away from losing their home or vehicle or being able to cover a financial emergency. More than 200,000 Harris County workers in the region (8.6% of the workforce) are considered “working poor,” with at least one job but an income level below the federal poverty line. A small monthly infusion of cash can be the difference between stability and falling deeper into poverty. The goals of Uplift Harris goal are to increase employment among participants, improve financial and housing stability and improve physical and mental health outcomes.

**Partners:** Harris County Public Health

**Use of Evidence & Program Evaluation:**

Evidence-based Interventions: Yes

Program Evaluation: Yes

With a population of 4.7 million, Harris County is the most populous county in Texas and the third most populous county in the nation. In 2021, about 1.5 million people (32% of the population) were living with incomes that qualify for federal benefits (e.g., WIC, Title V, CHIP, CSHCN) at 185% of the Federal Poverty Level (FPL). About half of those people (15.6% of the population), had incomes at or below 100% FPL, the official poverty measure. These are working households struggling to afford basic living costs. The annual cost of living in Texas per person (\$45,114) was more than three times as high as the federal poverty line (\$12,880) in 2021.

Low-income Harris County residents struggle to meet basic needs, especially housing costs. Due to a limited supply of affordable housing, over 400,000 renters in Harris County paid more than 30% of household income towards rent and housing costs—meaning they were left with less money to cover other basic needs like food, healthcare, and transportation. The cost of living in the greater Houston area has increased 15% over the last decade, while the minimum wage in Texas has remained \$7.25 since 2009. An hourly wage necessary to afford a two-bedroom at the fair market rate of \$1,176 would be \$22.62 an hour. The increased cost of living most impacts lowest-income residents, and Houston’s inflation rate is the highest it has been in over 40 years. With low-wage industries continuing to grow, there is a significant risk that the working poor population will increase, particularly among Hispanic and Black workers, contributing to income inequality in the region.

**Performance Report:** KPIs are currently being developed for this program and will include data such as the number of households served.

**Programmatic Data (program to be launched):**

- Number of households served (by program if recipient establishes multiple separate household assistance programs): 0



Ex. G

# EXHIBIT G



Harris County, Texas

1001 Preston St., Suite 934  
Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 23-3777

Agenda Date: 6/27/2023

Agenda #: 10.

**Department:** Public Health Services

**Department Head/Elected Official:** Barbie L. Robinson, MPP, JD, CHC – Executive Director

**Regular or Supplemental RCA:** Regular RCA

**Type of Request:** Grant

**Project ID (if applicable):** ARPA\_UPLIFT

**Vendor/Entity Legal Name (if applicable):** N/A

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MWDBE Contracted Goal (if applicable):** N/A

**MWDBE Current Participation (if applicable):** N/A

**Justification for 0% MWDBE Participation Goal:** N/A - Goal not applicable to request

### Request Summary (Agenda Caption):

Request by Public Health Services for approval of two positions effective July 1, 2023 for the Uplift Guaranteed Income Pilot funded by American Rescue Plan Act State and Local Fiscal Recovery Funds.

### Background and Discussion:

The COVID-19 Pandemic, along with high inflation rates, exacerbated the financial challenges low-income families face throughout Harris County. The Uplift Guaranteed Income Pilot would provide guaranteed, continuous, unconditional financial assistance to qualified households for an eighteen-month period. The pilot will include funding for two cohorts: the first to target the top ten high poverty zip codes in Harris County; and the second focused on selected among participants in the Accessing Coordinated Care and Empowering Self Sufficiency (ACCESS) program, a coordinated and client centered safety net service delivery model administered by Harris County Public Health.

### Expected Impact:

The Uplift Guaranteed Income Pilot is expected to: • Reduce poverty • Reduce unemployment • Improve the incentive and ability to work • Provide financial security • Boost self-employment • Improve health and educational outcomes

### Alternative Options:

N/A

Presented to Commissioners Court

June 27, 2023

### Alignment with Goal(s):

- \_ Justice and Safety
- X Economic Opportunity
- \_ Housing

Approve: E/G

- \_ Public Health
- \_ Transportation
- \_ Flooding
- \_ Environment
- \_ Governance and Customer Service

**Prior Court Action** (if any):

Date	Agenda Item #	Action Taken
N/A		

**Location:**

Address (if applicable): N/A

Precinct(s): Countywide

<b>Fiscal and Personnel Summary</b>			
Service Name			
	FY 23	FY 24	Next 3 FYs
<b>Incremental Expenditures (do NOT write values in thousands or millions)</b>			
Labor Expenditures	\$64,333	\$192,999	\$128,666
Non-Labor Expenditures	\$3,359,834	\$10,052,501	\$6,701,668
<b>Total Incremental Expenditures</b>	<b>\$3,424,167</b>	<b>\$10,245,500</b>	<b>\$6,830,334</b>
<b>Funding Sources (do NOT write values in thousands or millions)</b>			
Existing Budget			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total Current Budget	\$0	\$	\$
Additional Budget Requested			
2651 - American Rescue Plan 2021	\$3,424,167	\$10,245,500	\$6,830,333
	\$	\$	\$
	\$	\$	\$
Total Additional Budget Requested	\$3,424,167	\$10,245,500	\$6,830,333
<b>Total Funding Sources</b>	<b>\$3,424,167</b>	<b>\$10,245,500</b>	<b>\$6,830,333</b>
<b>Personnel</b> (Fill out section only if requesting new PCNs)			
Current Position Count for Service	-	2	2
Additional Positions Requested	2	-	-
<b>Total Personnel</b>	<b>2</b>	<b>2</b>	<b>2</b>

**Anticipated Court Date:** June 27, 2023

**Anticipated Implementation Date (if different from Court date):** July 01, 2023

**Emergency/Disaster Recovery Note:** COVID-19 related item

**Contact(s) name, title, department:** Public Health Executive Director, Barbie L. Robinson

**Attachments (if applicable):** 3441

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, Met in a regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on June 27, 2023,

with the following members present:

Judge Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent: none,

constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING HARRIS COUNTY PUBLIC HEALTH to create 2 new positions associated with American Rescue Plan Act (ARPA) / ARPA Uplift Pilot.**

Commissioner Ellis introduced an order and moved that Commissioners Court adopt the order. Commissioner Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

**IT IS ORDERED** that the County Judge is authorized to approve Harris County Public Health to create 2 new positions associated with American Rescue Plan Act (ARPA) / ARPA Uplift Pilot. The funding period is effective June 06, 2023 to December 31, 2026.

The documents are attached hereto and incorporated herein and incorporated as if set out in full word for word. Harris County is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

June 27, 2023

Approve: E/G



# ARPA Local Fiscal Recovery Fund Steering Committee

Health Portfolio Focus

May 17<sup>th</sup>, 2023

# Agenda



## **Overview of Health Portfolio**

### **Lead Abatement**

#### **Coordinated Care**

ACCESS Harris Update

**Vote:** ACCESS Harris IBM Expansion

#### **Healthcare Coverage & Access**

**Vote:** Chronic Disease Prevention

#### **CPTED**

**Vote:** Barbara Mae St. Sidewalks (Cloverleaf)

**Vote:** Lauder Basin Trail (Aldine)

**Vote:** Reagan SPARK Park (Sunnyside)

#### **Financial Stability**

**Vote:** Uplift Evaluation Scope of Work

#### **VIPER**

**Vote:** VIPER Renewal

#### **PMO Updates**

---

# Financial Stability

**Vote:** Uplift Evaluation Scope of Work



# Family Financial Support | Harris County Summary

Guaranteed Income, also called Universal Basic Income, programs ensure that all residents have an income floor



## Program Overview

- Begin as an 18-month pilot
- \$20.5M investment



## Households Served

- ~1,400-1,600 households will be served
- Each participating household will receive \$500 per month
- Households must earn below 200% of federal poverty limit



## Participants and Administration

- Eligibility based on income, geography, etc.; rarely conditional on other factors
- Participants may use monthly income as they determine what's best for their families

### Two Cohorts

- Cohort 1: Geographically targeted (est. 1,000-1,200 households), selected high-poverty zip codes across Harris County
- Cohort 2: Public Health's ACCESS participants (est. 200-400 household)



## Research & Evaluation

- Includes a research and evaluation partner to assist with the randomization process of eligible households and assess the impact of the Pilot.

## Impacts:



One of the **most effective antipoverty solutions**, in the absence of jobs with a livable wage, is an increase in income.



Guaranteed Income programs provide consistent payments to families to ensure additional income, **helping them reach economic stability.**

# Family Financial Support | Program Administration & Evaluation

## PROGRAM ADMINISTRATION

- 3<sup>rd</sup> party administrator manages **all parts of Pilot** for geographic/randomized cohort
- 3<sup>rd</sup> party administrator **dispenses payments** to ACCESS cohort
- Public Health handles **case management and outreach** for ACCESS cohort
- Public Health **monitors the contract** of 3<sup>rd</sup> party administrator and evaluator

## EVALUATION

- Pilot provides up to \$1M for a rigorous evaluation



# Evaluation Scope of Work

**Uplift aims to reduce poverty and promote economic stability, while providing equitable access to resources**

## Evaluation Purpose

- Determine the **financial, health, and wellness impact** of the Guaranteed Income Pilot on its participants.
- Establish and codify a model for administering and managing the Pilot and inform decisions on **how to scale if additional funding were available.**



### Funding

The total program budget is \$20.5M and of this total, an estimated **\$1M is included for evaluation**



### Eligible Vendors

**Organizations, academic institutions, or others** that have experience conducting robust and varied evaluations.



### Services Provided

Design a **comprehensive evaluation, implement the evaluation** in partnership with the vendor selected to administer the Pilot, and **analyze data** to regularly report findings.



### Data Collection

Share their methods used to **collect, house, secure, and manage the data** and provide details of any analyses performed on the data.



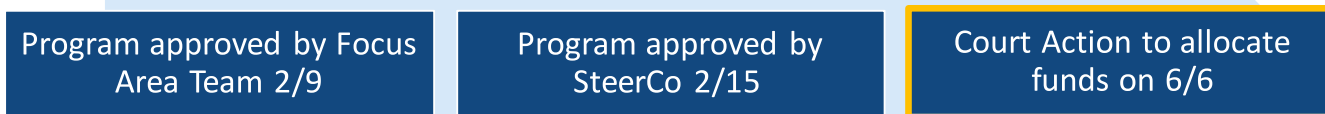
### Compliance

Expected to align and **ensure compliance with ARPA legislation.**



# Next Steps for Uplift

*Uplift Program & Budget Approved by Focus Area Team & SteerCo, Targeting Commissioners Court Approval on 6/6*

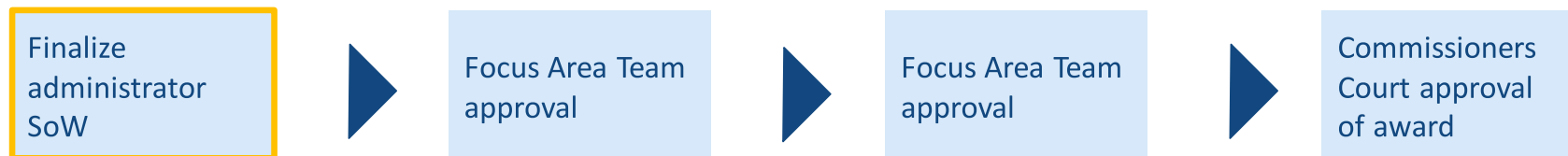


*Evaluator & Administrator SoWs progressing through Focus Area Team & SteerCo*

## *Evaluator*



## *Administrator*



## POSITION MANAGEMENT REQUEST FORM

Business Unit Name: Public Health Services Business Unit Number: 27500

**SECTION I – TYPE OF REQUEST**

Function	Check Applicable	Comments
Position Update	<input type="checkbox"/>	May require Commissioners Court approval
Position Reclassification	<input type="checkbox"/>	May require Commissioners Court approval
New Position Request	<input checked="" type="checkbox"/>	Requires Commissioners Court approval
Is additional office space required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION II – REASON FOR REQUEST**

Creation of Project Manager position through Harris County ARPA Uplift

**SECTION III – PROPOSED EFFECTIVE DATE**

Proposed Effective Date	<b>07/01/2023</b>	Date must be the beginning of a pay period. For requests requiring Commissioners Court approval, the earliest effective date will be the first pay period after approval.
Grant Effective Date	From: <b>06/06/2023</b> To: <b>12/31/2026</b>	

**SECTION IV – POSITION DATA**

Current <i>Use "Pos_List_File" (PCN Download) to complete all fields</i>	Proposed <i>Complete all fields for a new position or change appropriate field(s) for existing position.</i>
	Number of Positions
Position Description (Title)	Position Description (Title-30 Spaces Max) <span style="float: right;">Project Manager</span>
Job Code Description	Job Code Description <span style="float: right;">Manager IV</span>
Position Number	Position Number (HRRM Use Only)
Company (CS, FC, HC, JV or PA)	Company (CS, FC, HC, JV or PA) <span style="float: right;">HC</span>
Business Unit	Business Unit <span style="float: right;">27500</span>
Home Department ID Number	Home Department ID Number <span style="float: right;">27580000</span>
Location	Location <span style="float: right;">DEFAULT</span>
Full Time, Part Time or Temporary	Full Time, Part Time or Temporary <span style="float: right;">Full Time</span>
Budgeted Hours	Budgeted Hours <span style="float: right;">40</span>
Salary Range Maximum	Salary Range Maximum <span style="float: right;">\$47.30</span>
FLSA Code	FLSA Code <span style="float: right;">1</span>
Reports To Position Number	Reports To Position Number <span style="float: right;">10025960</span>
Fund Code	Fund Code <span style="float: right;">2651</span>
Funding Department ID Number	Funding Department ID Number <span style="float: right;">27580000</span>
Account (Same for all Business Units)	Account (Same for all Business Units) <span style="float: right;">510010</span>
Business Unit PC (Projects or Grants only)	Business Unit PC (Projects or Grants only) <span style="float: right;">HC001</span>
Project/Grant (Projects or Grants only)	Project/Grant (Projects or Grants only) <span style="float: right;">ARPA_UPLIFT</span>
Activity ID (Projects or Grants only)	Activity ID (Projects or Grants only) <span style="float: right;">PROGRAM</span>
Resource Type (Not currently used)	Resource Type (Not currently used)

<p style="font-size: 1.5em; margin: 0;"><b>Richard A. Williams</b></p> <p style="font-size: 0.8em; margin: 0;">Digitally signed by Richard A. Williams Date: 2023.06.09 09:33:02 -05'00'</p>	<p style="font-size: 1.5em; margin: 0;"><b>06/09/2023</b></p>	
Business Unit Approval (Business Unit Head or Designee)	Date	

## POSITION MANAGEMENT REQUEST FORM

Business Unit Name: Public Health Services Business Unit Number: 27500

**SECTION I – TYPE OF REQUEST**

Function	Check Applicable	Comments
Position Update	<input type="checkbox"/>	May require Commissioners Court approval
Position Reclassification	<input type="checkbox"/>	May require Commissioners Court approval
New Position Request	<input checked="" type="checkbox"/>	Requires Commissioners Court approval
Is additional office space required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION II – REASON FOR REQUEST**

Creation of Case Manager position through Harris County ARPA Uplift

**SECTION III – PROPOSED EFFECTIVE DATE**

Proposed Effective Date	<b>07/01/2023</b>	Date must be the beginning of a pay period. For requests requiring Commissioners Court approval, the earliest effective date will be the first pay period after approval.
Grant Effective Date	From: <b>06/06/2023</b> To: <b>12/31/2026</b>	

**SECTION IV – POSITION DATA**

Current <i>Use "Pos_List_File" (PCN Download) to complete all fields</i>	Proposed <i>Complete all fields for a new position or change appropriate field(s) for existing position.</i>
	Number of Positions
Position Description (Title)	Position Description (Title-30 Spaces Max) Case Manager
Job Code Description	Job Code Description Specialist IV
Position Number	Position Number (HRRM Use Only)
Company (CS, FC, HC, JV or PA)	Company (CS, FC, HC, JV or PA) HC
Business Unit	Business Unit 27500
Home Department ID Number	Home Department ID Number 27591010
Location	Location DEFAULT
Full Time, Part Time or Temporary	Full Time, Part Time or Temporary Part Time
Budgeted Hours	Budgeted Hours 30
Salary Range Maximum	Salary Range Maximum \$48.20
FLSA Code	FLSA Code 1
Reports To Position Number	Reports To Position Number 10005351
Fund Code	Fund Code 2651
Funding Department ID Number	Funding Department ID Number 27580000
Account (Same for all Business Units) <b>510010</b>	Account (Same for all Business Units) <b>510010</b>
Business Unit PC (Projects or Grants only)	Business Unit PC (Projects or Grants only) HC001
Project/Grant (Projects or Grants only)	Project/Grant (Projects or Grants only) ARPA_UPLIFT
Activity ID (Projects or Grants only)	Activity ID (Projects or Grants only) PROGRAM
Resource Type (Not currently used)	Resource Type (Not currently used)

<p><b>Richard A. Williams</b></p> <p>Business Unit Approval (Business Unit Head or Designee)</p>	<p><small>Digitally signed by Richard A. Williams Date: 2023.06.09 09:35:02 -05'00'</small></p>	<p><b>06/09/2023</b></p> <p>Date</p>
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Ex. H

# EXHIBIT H



Harris County, Texas

1001 Preston St., Suite 934  
Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 23-3865

Agenda Date: 7/18/2023

Agenda #: 15.

Department: Purchasing

Department Head/Elected Official: DeWight Dopslauf

Regular or Supplemental RCA: Regular RCA

Type of Request: Proposals/Bids

Project ID (if applicable): 230271

Vendor/Entity Legal Name (if applicable): N/A

MWDBE Contracted Goal (if applicable): N/A

MWDBE Current Participation (if applicable): N/A

Justification for 0% MWDBE Participation Goal: N/A - Goal not applicable to request

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Request Summary (Agenda Caption):

Request by the Office of the Purchasing Agent for approval of a project scheduled for advertisement and consent for Request for Proposal for Uplift Harris Administrator for Public Health Services (ARPA) (230271).

**Background and Discussion:** Pursuant to Tex. Loc. Gov't Code §262.0295(a) and §262.030(d), for any RFP contract submitted and included on this request, submission shall constitute (1) a determination by the Purchasing Agent that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, and (2) a notification to the commissioners court of the same. If such letter is returned to Purchasing without alterations by commissioners court, that (3) shall constitute a finding by commissioners court that it is impractical to prepare detailed.

Expected Impact: N/A

Alternative Options: N/A

Presented to Commissioners Court

July 18, 2023

Alignment with Goal(s): N/A

Approve: E/B

- Justice and Safety
- Economic Opportunity
- Housing



- \_ Public Health
- \_ Transportation
- \_ Flooding
- \_ Environment
- \_ Governance and Customer Service

Prior Court Action (if any): N/A

Date	Agenda Item #	Action Taken

Location: N/A

Address (if applicable): N/A

Precinct(s): Choose an item.

Fiscal and Personnel Summary			
Service Name			
	FY 23	FY 24	Next 3 FYs
<b>Incremental Expenditures (do NOT write values in thousands or millions)</b>			
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$	\$	\$
<b>Total Incremental Expenditures</b>	\$	\$	\$
<b>Funding Sources (do NOT write values in thousands or millions)</b>			
Existing Budget			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
<b>Total Current Budget</b>	\$	\$	\$
Additional Budget Requested			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
<b>Total Additional Budget Requested</b>	\$	\$	\$
<b>Total Funding Sources</b>	\$	\$	\$
<b>Personnel (Fill out section only if requesting new PCNs)</b>			
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
<b>Total Personnel</b>	-	-	-

Anticipated Court Date: 7/18/2023

**Anticipated Implementation Date (if different from Court date):**

**Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item

**Contact(s) name, title, department:** Matthew McGarrity, Senior Buyer, Purchasing

**Attachments** (if applicable): Letter



**DeWight Dopslauf, C.P.M., CPPO**  
**Harris County Purchasing Agent**

July 05, 2023

Commissioners Court  
Harris County, Texas

**RE: Job No. 230271**

Members of Commissioners Court:

Please approve the following project for advertisement and consent for Request for Proposal on:

**Description:** Uplift Harris Administrator for Harris County Public Health Services (ARPA)

**Start Date:** 07/07/2023

**Due Date:** 08/07/2023

**Estimated Price:** N/A

**Solicitation Type:** RFP

**NIGP Code(s):** 918; 958; 961-56

**Term Contract:** No

**Mandatory Pre-Solicitation**

**Conference:** No

**Solicitation**

**System:** Bonfire

**CDBG-DR**

**Funded:** No

**Reviewed By:** • Harris County Purchasing • Public Health Services

*Pursuant to Tex. Loc. Gov't Code §262.0295(a) and §262.030(d), for any RFP contract submitted and included on this request, submission shall constitute (1) a determination by the Purchasing Agent that it is **impractical** to prepare detailed specifications for an item to support the award of a purchase contract, and (2) a **notification** to the commissioners court of the same. If such letter is returned to Purchasing without alterations by commissioners court, that (3) shall constitute a **finding** by commissioners court that it is impractical to prepare detailed specifications for that item to support the award of a purchase contract, and the Purchasing Agent may use the multistep competitive proposal procedure, or an "RFP" as per Tex. Loc. Gov't Code §262.0295 and §262.030.*

Sincerely,

DeWight Dopslauf  
Purchasing Agent

MTM

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA JULY 18, 2023**



**Ex. I**



## Harris County, Texas

1001 Preston St., Suite 934  
Houston, Texas 77002

## Commissioners Court

Request for Court Action

**File #:** 24-0445

**Agenda Date:** 1/30/2024

**Agenda #:** 164.

**Department:** Public Health Services

**Department Head/Elected Official:** Barbie L. Robinson, MPP, JD, CHC – Executive Director

**Regular or Supplemental RCA: Regular RCA**

**Type of Request:** Contract - Amendment

**Project ID (if applicable):** 210317

**Vendor/Entity Legal Name (if applicable):** Elite Research, LLC

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MWDBE Contracted Goal (if applicable):** N/A

**MWDBE Current Participation (if applicable):** N/A

**Justification for 0% MWDBE Participation Goal:** 0% - Specialized, Technical, or Unique in Nature

### Request Summary (Agenda Caption):

Request for approval of an amendment to an agreement with Elite Research, LLC to increase funding by \$300,000 for a total award of \$1,243,770 to conduct a comprehensive evaluation for the Guaranteed Income Pilot (GIP) program for the period of September 19, 2023 - September 18, 2025 in connection with an agreement approved by Commissioners Court on March 22, 2022 (Job No. 210317), Justification for 0% MWDBE Participation Goal: 0% - Specialized, Technical, or Unique in Nature.

### Background and Discussion:

Harris County determined the need for a third-party evaluator to conduct a comprehensive evaluation for the Uplift Harris Guaranteed Income Pilot program. The goal of the evaluation is to determine the impact the program has on its participants (their financial well-being, as well as their health and wellness) and to establish and codify a model for administering and managing the Pilot and inform decisions on how to scale the Pilot if additional funding were available.

### Expected Impact:

The Uplift Harris Guaranteed Income Pilot is expected to:

- Reduce poverty
- Reduce unemployment
- Improve the incentive and ability to work
- Provide financial security
- Boost self-employment
- Improve health and educational outcomes

Presented to Commissioners Court

January 30, 2024

Approve: E/B

### Alternative Options:

N/A

**Alignment with Goal(s):**

- Justice and Safety
- Economic Opportunity
- Housing
- Public Health
- Transportation
- Flooding
- Environment
- Governance and Customer Service

**Prior Court Action (if any):**

Date	Agenda Item #	Action Taken
06/06/2023	21	Uplift Guaranteed Income Pilot Approved
09/19/2023	180	Award to Elite Research

**Location:**

Address (if applicable): N/A

Precinct(s): Countywide

<b>Fiscal and Personnel Summary</b>			
Service Name	Uplift Guaranteed Income Pilot		
	FY 24	FY 25	Next 3 FYs
<b>Incremental Expenditures (do NOT write values in thousands or millions)</b>			
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$618,935	\$618,935	\$
<b>Total Incremental Expenditures</b>	<b>\$618,935</b>	<b>\$618,935</b>	<b>\$</b>
<b>Funding Sources (do NOT write values in thousands or millions)</b>			
Existing Budget			
1040 - FLEX Fund	\$468,935	\$468,935	\$
	\$	\$	\$
	\$	\$	\$
Total Current Budget	\$468,935	\$468,935	\$
Additional Budget Requested			
1040 - FLEX Fund	\$150,000	\$150,000	\$
	\$	\$	\$
	\$	\$	\$
Total Additional Budget Requested	\$150,000	\$150,000	\$
<b>Total Funding Sources</b>	<b>\$618,935</b>	<b>\$618,935</b>	<b>\$</b>

<b>Personnel</b> (Fill out section only if requesting new PCNs)			
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
<b>Total Personnel</b>	-	-	-

**Anticipated Court Date:** January 30, 2024

**Anticipated Implementation Date (if different from Court date):** January 30, 2024

**Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item

**Contact(s) name, title, department:** Danita Collins, Chief of Staff, Public Health Services

**Attachments** (if applicable): Court Order, Elite Research Amended Proposal

AMENDMENT TO ORDER OF COMMISSIONERS COURT  
Authorizing the expenditure of funds

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 30th day of January, 2024 with all members present except none.

A quorum was present. Among other business, the following was transacted:

**AMENDMENT TO ORDER UNDER JOB NO. 21-0317 WITH ELITE RESEARCH, LLC  
TO INCOPORATE INCENTIVE AND PRICING CHANGES**

**THE ORDER AUTHORIZING THE EXPENDITURE OF FUNDS FOR CONSULTING  
SERVICES UNDER JOB NO. 21-0317 WITH ELITE RESEARCH, LLC WAS  
APPROVED AT COMMISSIONERS COURT ON SEPTEMBER 19, 2023, ITEM 23-5217**

**THE AGREEMENT WITH ELITE RESEARCH, LLC WAS APPROVED AT  
COMMISSIONERS COURT ON MARCH 22, 2022, ITEM 22-2097**

Commissioner Ellis introduced an amended order and made a motion that the same be adopted. Commissioner Briones seconded the motion for adoption of the amended order. The motion, carrying with it the adoption of the amended order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	✓	□	□
Comm. Ellis	✓	□	□
Comm. Garcia	✓	□	□
Comm. Ramsey, P.E.	□	✓	□
Comm. Briones	✓	□	□

The County Judge thereupon announced that the motion had duly and lawfully carried and that the amended order had been duly and lawfully adopted. The amended order thus adopted follows:

**IT IS ORDERED** the Harris County Judge is authorized to approve for and on behalf of Harris County the expenditure of \$1,243,770.00 in funds under Job No. 21-0317 for the Agreement between Harris County and Elite Research, LLC. The expenditure will provide a comprehensive evaluation for the Guaranteed Income Pilot (GIP) program (“Services”). The Request For Proposals: Uplift GI Evaluation Services—Resubmission for Incentive Changes, dated December 21, 2023, and the Agreement are incorporated herein as though fully set forth word-for-word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

January 30, 2024

Approve: E/B





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# PROPOSAL

Harris County Public Health

Job No. 210317 Subproject

Uplift GI Evaluation Services

Submission: Friday, July 21, 2023

Resubmission for incentive changes: Thursday, December 21, 2023

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## Abbreviations Used Throughout This Document

- ER = Elite Research, LLC
- HCPH = Harris County Public Health
- GIP = Guaranteed Income Pilot
- SELRF = State and Local Fiscal Recovery Funds
- ARPA = American Rescue Plan Act of 2021
- RCT = Randomized Control Trial
- RFP = Request for Proposal

Section I: TRANSMITTAL LETTER

## Transmittal Letter

**Purpose.** Elite Research, LLC (ER) is submitting this proposal in response to *Harris County's* Request for Proposals (RFP) for a subaward of Job No. 210317. This proposal addresses the stated purpose by Harris County to seek an organization to conduct the *COVID-19 Guaranteed Income Pilot & Evaluation for Harris County Public Health Services*. Elite Research is uniquely positioned to **conduct a comprehensive evaluation for the Guaranteed Income Pilot (GIP) program** as they are well versed in the regulations surrounding ARPA funding and have worked with numerous evaluation and community programs that have identical aims to address social determinants of health, promotion of economic mobility and stability. Currently, they are working with Harris County on a comprehensive evaluation of ARPA funding.

**Geographic & Community Scope.** Services to be rendered to Harris County, Texas, both virtually and in-person. Any other entities or properties interested in utilizing the agreement will be under a separate scope of work.

**Approach.** To address Harris County's Public Health GIP Evaluation, Elite Research proposes a mixed-method approach to assess and finalize during the *planning* stage where ER *and* the **project team** (HC Public Health, Pilot Administrator, and county leadership, as necessary) together design a comprehensive evaluation for the GIP. With collaborative planning by both Elite Research and key stakeholders in the initial Phases to determine roles, routine meetings, program work plan, and data familiarization. During the second Phase of Evaluation planning, ER works to review goals and evaluation question with an overarching logic model, this helps to inform the design for the formative evaluation. Once the formative evaluation is determined, Phase 2 includes the design of: RCT impact evaluation following the suggested SEED Design and Pre-Analysis Plan, the cost analysis, the data sources, and the exploration protocols for the qualitative methods. Phase 3 sets up the GIP Implementation Evaluation with a monitoring and evaluation plan, staff roles, qualitative interviews, data reviews, timelines and reporting. Phase 4 is where ER conducts the GIP Impact Evaluation (RCT); The cost analysis occurs in Phase 5, with Phase 6 finalizing the project with Findings & Reports.

Our mission in capacity building directly aligns with how Harris County Public Health seeks to serve its community by assessing and improving its community engagement of select programs/initiatives through CDC and ARPA funding. ER is uniquely suited for this purpose with its commitment to striving to know more about and understand the communities with which we work, while being reflexive about our position as outsiders because we know cultural competence is not something to be attained but rather an ongoing goal that must always be worked towards. Our approach to community participation begins with **identifying who should be involved** (end-users, community members, business owners, faith leaders, etc.), ensuring that they are **reflective of the populations served** on key characteristics such as race/ethnicity and financial, education or other need-specific characteristics. Once community representatives are identified, we invite them to be involved with a steering committee, alongside program managers and coordinators, where they are involved from **design of the project and measures through interpretation and dissemination** of the findings. Community member participation in the process from start to finish is integral to identifying areas of exploration, determining levels of measurement, validating findings with personal experience, and developing actionable insights and next steps for community impact.

Our service support philosophy and commitment to quality assurance provides Harris County Public Health (HCPH) a transparent, superior experience with quality service.

**About Elite Research, LLC.** Since 2004, Elite Research has provided superior monitoring and evaluation design, statistical and qualitative analysis support, and grant (federal and foundation) assistance to education systems, medical health organizations, academic students, faculty, and institutions, along with nonprofit organizations, non-governmental organizations (NGOs), and independent researchers. Our team of more than 30 consultants has particular expertise in conducting a wide range of assessments - from program evaluations, impact assessments, and needs assessments through to capacity and impact assessments. We are a WBENC certified Women-Owned Small Business and Historically Underutilized Business located in the State of Texas.

Our project team lead, **Dr. Wanyi Wang**, is already instrumental in the Harris County community. As a lead research, evaluation, and statistical consultant with Elite Research, she is very knowledgeable about the

approach and methods needed to support HCPH to develop and evaluate a continuum of community support. Our team provides strong statistical and applied research knowledge helps us to take assessment data and make meaningful conclusions, articulate actionable findings, and build innovative presentation (written and digital) formats to meet each unique audience. As optimization experts, we pride ourselves in building systems that limit error and maximize resources, which help our clients better monitor and evaluate their work. Our varied academic and professional training allow for cross-reference of experience and abilities, broadening range of knowledge and expertise. Elite consultants work closely with our clients to utilize a variety of quantitative and qualitative methods; including experimental and quasi-experimental designs, descriptive or observational, cross-sectional, cohort, or longitudinal designs, case studies, focus groups, in-depth interviews, data cleaning and management, data visualization and more. Elite consultants assist in the development of research and evaluation designs and protocols operationalizing logic models, as well as measures and data analyses that clarify, target, and answer evaluation questions posed.

Based on our expertise and desire to be the evaluation team, we believe we are a strong candidate to aid HCPH Community Engagement with programmatic focus and to build robust outreach, supporting the public health of the county projects and initiatives in order to uphold (RFP, pg. 1) “The Department’s mission to protect the health, prevent disease and injury, and promote health and well-being for all residents of Harris County by advancing equity building partnerships, and establishing culturally responsive systems.”

***Elite Research is committed not only to culturally competent and culturally humble practices, but also to applying an equity and inclusion lens to the work we do. Advancing equity is central to our work, and we use data to identify areas of growth that work to lift up voices that are otherwise not heard. For us, this starts with our research, and evaluation, data, analysis and reporting, but is solidified through our listening with purpose (stakeholders/community) and carries over into the ways in which we connect, our consultations, our approach, and overall, in our work culture.***

Elite Research acknowledges the addendum 7.13.23.

Vendor questions required from the SOW (SOW page 6) are indicated by **highlighted text** throughout this proposal as well as a complete list of the questions & responses are located in the Appendix.

Sincerely,



René M. Paulson, PhD (Managing Member)  
President & Senior Statistician, Elite Research  
9901 Valley Ranch Pkwy. E., Ste. 2035, Irving, TX 75063  
T. 972-538-1374  
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E. [RPaulson@eliteresearch.com](mailto:RPaulson@eliteresearch.com)  
EIN: 42-1628901  
WBENC: WBE1701303; WOSB181130  
DUNS: ER:0-10796633; DWS:0-79523496

HUB VID: 1421628901800  
CAGE Code: 750B9  
SAM Unique Entity ID: VM6LK3LNJAU5

Section II: SCOPE OF SERVICE/NARRATIVE OF PROPOSED SERVICES

## Project Summary

Harris County (HC) seeks a qualified third-party evaluator to conduct a comprehensive evaluation for the Guaranteed Income Pilot (GIP) program, which expected to begin in August 2023. The goal of the evaluation is two-fold: 1) To **determine the impact the GIP has on its participants**—their financial well-being as well as their health and wellness and 2) to **establish and codify a model for administering and managing the Pilot** and inform decisions on how to scale the Pilot if additional funding were available. (RFP Scope of Work p.2)

Uplift Harris County, funded by ARPA’s<sup>1</sup> State and Local Fiscal Recovery Funds (SLFRF) presents an opportunity for a Guaranteed Income pilot (GIP) in Harris County to address economic inequality and insecurity for low-income households most affected by the pandemic. By conducting a comprehensive evaluation of the GIP, HC will have the ability to determine the causal impact monthly cash assistance can have on low-income families. Specifically, “using an RCT research design, the county can understand how such additional funds can reduce income volatility and improve economic and health outcomes. Such an evaluation is a necessary component of the project to assess the costs and benefits of such assistance for Harris County and its residents and to validate the findings of other Guaranteed Income programs with this population.” (RFP p.2)

Harris County has noted the following Evaluation Questions for the GIP: (RFP Scope of Work p.2-3)

- Key Research Questions
  - Did participants experience a reduction in income volatility?
  - Did participants reduce their overall debt in collections?
  - Did participants experience greater housing stability (e.g., less frequent moves, fewer evictions, improved ability to pay rent or mortgage on time)?
  - Did participants experience greater levels of food security (e.g., less dependent on pantries, fewer missed meals)?
  - Did participants experience reduced psychological stress?
  - Did participants experience improved health outcomes?
- Exploratory Research Questions
  - How have participants’ spending habits changed across typical household budget categories?
  - Did participants experience growth in their savings?
  - Did participants experience changes in their occupational earnings (i.e., wages and salaries)? What were the direction and magnitude of such changes?
  - Did participants experience changes in their work or career path (e.g., job loss, job change, job training, working more hours or move from part-time to full-time.)
  - Did participants change their usage of public assistance (Housing Choice Vouchers and Public Housing, SNAP, ISS etc.)?
  - Did participants experience an increase in educational levels or pursuits (e.g., enrolled in new courses, gain certificates or degrees)?

### **How does your organization propose to take into consideration the effects of external or environmental events on the pilot project?**

Elite Research provides the following Project Narrative as a brief description in their proposed role as the third-party evaluator of the GIP. Elite Research plans to provide qualified personnel, supervision services, materials, equipment, facilities, and travel (as needed) to assess equity in program participation in which the phased approach and deliverables follow approximately a 24-month timeline (Years 1 through 2). A mixed methods approach along with both impact (& financial impact) and implementation evaluation are proposed, along with initial discovery of the current GIP status. Recommendations based on the findings of the comprehensive evaluation may be used as a model future success.

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<sup>1</sup> American Rescue Plan of 2021 (“ARPA”)

## Project Narrative

Elite Research, LLC is a **WBENC-certified Women Owned Small Business (WOSB), Historically Underutilized Business (HUB), and SBA certified** (certifications available upon request) research and statistical consulting firm based out of Dallas, Texas with staff also located in North Texas, Austin, San Antonio, and Houston. For more than 20 years, Elite Research has provided superior research and evaluation design, survey design and collection, statistical and qualitative analysis support, and grant (federal and foundation) assistance to companies, government entities, private and public organizations, academic institutions, along with nonprofit organizations, and independent researchers. ER works as direct and third-party evaluators on nationwide and international research surrounding assessment, strategic planning, as well as data collection and analysis. We have extensive experience in capacity building and training in these areas, as well as developing strategic plans based on analysis leading to growth and sustainability of projects, developing multi-disciplinary grant direction for university institutions, grant development, project management, and evaluation, strategic planning and qualitative and quantitative research design and analysis.

### Qualifications & Experience

Elite Research is uniquely qualified to carry out all the services listed in the Scope of Work (SOW). Our team consists of graduate (Masters and PhD) level consultants with extensive experience and training in theoretical statistics and their application, design, sampling, qualitative, quantitative, and mixed data collection methodologies, training, and project involvement both domestically and internationally. Our professional and academic backgrounds vary from Clinical and Social Psychology, Business, Informatics, Marketing, Sociology, Statistics/Biostats, and International Relations to Economics, Anthropology, and International and Comparative Education. The varied academic and professional training allow for cross-reference of experience and abilities, broadening knowledge and expertise.

Our team's diverse experience, along with our educational and professional expertise and the way we work with our clients, brings a strong support for the projects we work on. Elite Research not only brings evaluation experience, but also the added benefit of experience in planning, operationalizing, program design and strategic planning. We understand the value of articulating outcomes and building a theory of change and/or logic model(s), and the necessary embedding of monitoring and evaluation (tracking and reporting) processes that ensure organizations are moving in the right direction. More importantly, ER is able to carry these organizations from planning to operationalizing. Operationalizing considers *how the plan is specifically to get carried out – the who, what, when, where, and how*. Particularly critical to this process is understanding the various players and their capacities, as well as what capacity building (training processes, resource alignment, etc.) must occur to facilitate implementation and growth. Being able to bring a neutral, experienced, and objective voice into this process is important in order to validate everyone involved. This background helps us in our strategic planning sessions because we *start with the end goal in mind and develop the processes needed along that path*.

A division of ER, Divergent Web Solutions is a professional solution for marketing, data collection, web design, and visualization display created as a solution to help its clients reach their target market directly. Their core services stem from the research and evaluations teams' quality data to product custom dashboards, web pages, forms, social media, and content management, and is driven by a team of web developers, online content managers, and database administrators that creates secure technical and visual masterpieces since 2015. They use an online survey platform tool called **PsychData**<sup>2</sup>. PsychData has supported researchers and evaluators in more than 30 states. Institutional Research Boards prefer the way data is maintained and collected with this tool, given that its typical use is with students and researchers collectively for the past 20 years. The tool provides survey collection and a system for data collection that is easily used with statistical software that can be utilized in tandem with visualization software used for near real-time reporting.

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<sup>2</sup> PsychData (PD) ([www.psychdata.com](http://www.psychdata.com)) is an online data collection tool used by researchers to easily design online and mobile surveys and collect data. PD's survey support help desk provides technical support to users with timely, professional answers to all questions. Support hours for assistance with password reset, new accounts, and all troubleshooting needs are Monday-Friday 8am-9pm. After-hours support is available online through the PD website.



## Project Personnel

To facilitate the most meaningful discussion, Elite Research proposes a core team to produce the strongest outcomes. The team presented here exemplifies the strength in cultural competency, strategic planning, evaluation, and developing actionable insights from findings. Elite Research's anticipated team will consist of **Dr. Rene Paulson** (oversite of the directors, process optimization and data management directions, President and Senior Statistician), Harris County based **Ms. Wani Wang** (primary lead), Harris County based **Dr. Sen Zhu** (primary project co lead, quantitative research design, analysis, benchmarking), **Dr. Jacquelyn Stephens** (evaluation, design, community impact), **Ms. Mindy Chandler** (evaluation, design, and community impact), Harris County based **Ms. Chelsea Leonard** (project management, qualitative collection and analysis), **Mr. Pete Gackenbach** (quantitative data collection and analysis), and **Ms. Brittany Baucom** (quantitative data collection and analysis). Our content expert **Bird Guess** (President and CEO of The Racial Equity Group) consulted as needed. See the Appendix for Team Profiles.

## Brief Project Team Bios

Elite Research's team is comprised of department leads. These leads have worked collaboratively on many projects together in the past and maintain a synergy of solution-focused insights and knowledge, high adaptability, increased optimization and the technical skills required to meet the needs in collaboration with Harris County Public Health on community engagement evaluation, updated data systems, data collection and integration, statistical analysis, process optimization, and reporting Elite Research can support the county with direct needs.

**Dr. Rene Paulson – Oversight, President, & Senior Statistician** brings culturally competent expertise in process optimization, strategy facilitation and organizational leadership. With a background in attitude and behavioral change toward minority groups and underserved populations from her doctorate and master's in experimental psychology from Texas Christian University. Part of her work as a consultant is to help clients think through their collective impact strategies to achieve change. Her main goal is to provide scientific and technical support to institutions seeking collaborative expertise across academic business functions including research and evaluation, program design, marketing and advertising, informational systems and technologies, operations, and strategic planning. Dr. Paulson is based in Dallas County.

### **Does your organization have experience conducting randomized controlled trial (RCT) and/or quasi-experimental study designs in an evaluation or research capacity?**

The ER team has extensive experience designing and conducting randomized controlled trial (RCT) and quasi-experimental study designs in evaluation and research projects. Published RCTs are located under Dr. Sen Zhu, Dr. Rene Paulson, Dr. Wanyi Wang and Dr. Jacquelyn Stephens in the Team Profiles located in the appendix. These are not inclusive of all RCTs completed, but should serve as valid examples of experience. Specific project examples and references are available upon request.

**Dr. Wanyi Wang – Project Lead & Biostatistician.** Dr. Wang serves as a Senior Research and Statistical Consultant for Elite Research. Dr. Wang received her doctorate in Exercise Science and master's in Statistics and Data Science from the University of Texas at Austin. Dr. Wang specializes in grant proposal consultation as well as research design and analysis in the areas of biomedical and health sciences. Dr. Wang's personal research interest focuses on public health, nutritional supplementation, and exercise metabolism. One of her primary goals is to support clients and help them to be more competitive in external grant applications, particularly federal grants. Dr. Wang is **based in Harris County**.

**Dr. Sen Zhu – Statistician & Data Manager.** Sen's dual doctoral work in pathophysiology from Peking University and Jining Medical University gives him unique understanding in the fields of bioinformatics and medical research, but his statistical knowledge and experience expand into areas of technical aspects such as analysis, benchmarking, dashboard creation and integration, as well as data visualization, advanced statistics, evaluation, and research design. He aligns collected and model data for customer satisfaction surveys, community assessment, and health research. He excels in helping clients better understand the research and analysis process, how to implement the practical application of research and statistical methods, and the justification for their use. He is a strong proponent of making the client a collaborator in the process. His role

will be to bring technical assistance and insight to longitudinal analysis visualization and benchmarks, reporting, data preparation, analysis, and database needs. Dr. Zhu is **based in Harris County**.

**Dr. Jacquelyn Stephens – Research and Evaluation Consultant.** Brings culturally-competent expertise in program design, evaluation, and project management. With her PhD from Northwestern University, Jacquelyn has worked with leaders, researchers, and practitioners in the nonprofit and philanthropic world to design strong long-term designs through the development of theories of change and logic models, and then identifying appropriate outcomes, indicators, and measures (including the development of instruments tailored for their purpose). Her role will be one of using her sound evaluation background to prepare a strong community outreach framework. Her role will be one of co-facilitation where needed, ensuring that discussions remain on-task, taking session notes, tracking time, and consolidating the findings.

**Ms. Arminda Chandler – Research and Evaluation Consultant.** Brings culturally-competent expertise in nonprofit program design, evaluation, and project management to help a strengthened strategic planning process. With her master's in Education and Human Development from George Washington University, Mindy has worked with leaders, researchers, and practitioners in the nonprofit and philanthropic world to design strong long-term designs through the development of theories of change and logic models, and then identifying appropriate outcomes, indicators, and measures (including the development of instruments tailored for their purpose). She has worked with clients on their strategic planning, and remains the go-to person for follow-up. Her role will be one of using her sound evaluation background to prepare a strong strategic plan and community outreach framework. Her role will be one of co-facilitation where needed, ensuring that discussions remain on-task, taking session notes, tracking time, and consolidating the findings. Ms. Chandler is based out-of-state.

**Ms. Chelsea Leonard – Project Coordinator.** Brings expertise in qualitative research, project management, optimization, and communications. She has held roles within the organization in business optimization and program management. She often is tasked with designing systems and processes for increased impact, efficiency, quality improvement and cost reduction. As Chelsea is working towards her master's in Social Justice and Human Rights from Arizona State University, she continues to be passionate about utilizing social science research methods to provide broad solutions to communities. Chelsea also specializes in interviewing as a means of gathering data from individuals but is skilled in participant observations and case study review. This allows her expertise to shine when training in data collection techniques. Ms. Leonard is **based in Harris County**.

**Mr. Peter Gackebach – Research Analyst.** Brings the technical expertise to ensure quality and accuracy of data, processing, and presentation. Through the interpretation of raw data through analysis programs and skills, he uses data to create actionable insights that derive strategy and directives for stakeholders, government officials, business executives and organizations. With his degree in aerospace engineering from the University of Maryland, Pete has worked in over 20 countries as data support on research projects that span various organizational needs.

**Brittney Baucom – Data Analyst.** Brings expertise in qualitative research projects, including project review, Survey Design, content analysis, and more. Britney assists with coding, including Data analysis and visualization. She has experience in instrumentation, on-site data collection and analysis, research with at-risk populations, and research design. With her masters in Sociology from the University of Texas at Arlington and Masters of Social Work from the University of Texas at Arlington, Britney has extensive knowledge in Qualtrics, statistics and research/methodology.

### **Team Profiles**

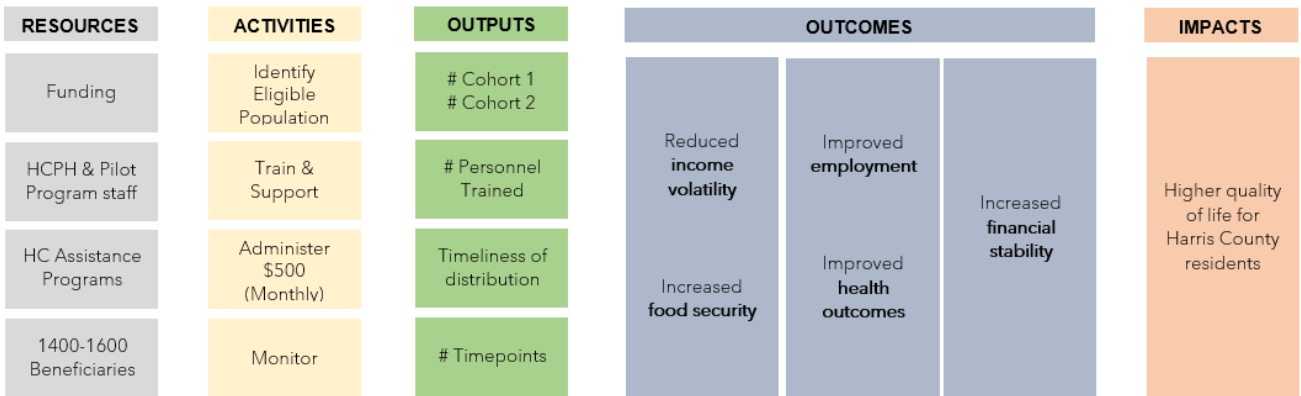
Detailed brief profiles for each proposed team member are below. Full team CV for complete publication and presentation history available upon request. Publications in the Appendix have been truncated to relevant and most recent within the past 10 years.

### **Approach**

The purpose of this proposal is to outline a method of evaluating the *Guaranteed Income Pilot (GIP)*. The GIP is funded by the ARPA's State and Local Fiscal Recovery Funds (SLFRF), to address economic inequality and insecurity for low-income households most affected by the Covid-19 pandemic.

Of critical importance to this evaluation is the *planning* stage where ER and the **project team** (HC Public Health, Pilot Administrator, and county leadership, as necessary) together design a comprehensive evaluation for the GIP. Key to evaluating the GIP is its logic model which identifies the *theory* behind why the program will work, to identify metrics and measures to collect and analyze data, and to provide a “living” model that can be adjusted as data provides insight. ER would like to highlight the *need of a significant planning period* in order to do effectively conduct this pilot and evaluation.

The below very simplified example could serve as the basis of this evaluation framework, which would be built out with the **project team** in the early stages of this contract.



Having such a model in place allows for other organizations to learn from this program and implement their own versions from what is conducted in HC. It also allows for very targeted evaluation design. For example, what does it mean for GIP to provide *improve health outcomes*? Once those elements are defined, evaluation questions can be further refined. The logic model, itself, provides the framework for *monitoring progress* towards desired impacts. The process would also help identify potential gaps (e.g., needed training and support) and other barriers (e.g., policies that may affect coordination) that may influence program operations or performance. By doing this upfront work, many of the gaps and barriers can be identified and resolved before the GIP is implemented; it also helps to avoid scope creep and work outside their focus. The process helps to uncover *assumptions* about why the programs are needed and how organizers understand the program to work. Finally, the logic model would dictate the *different types of metrics* needed to monitor this work.

**What recommendations or considerations do you have for conducting both a formative evaluation and impact evaluation over an 18-month operation period?**

It is **highly suggested** that this GIP follow the protocols in the **SEED Design and Pre-Analysis Plan**<sup>3</sup> to ensure that there is comparable data across other similar studies. As such, this proposal outlines the process by which the impact evaluation (through a randomized control trial) could roll out – in the design phase, the team can decide which elements of the SEED design are pertinent to *this* HC GIP.

Specific to formative evaluation, while ER will monitor enrollment and retention numbers and other implementation data *as identified in the planning phase*, ER is suggesting a more time-efficient approach to this process in order to reduce analysis time and provide more time-efficient feedback to *improve* processes since the purpose of formative evaluation is to provide feedback, identify problems and areas of improvement, and monitor progress. Satisfaction surveys and Implementation Touchpoint Interviews (ITIs) are suggested as mechanisms for process improvement. ITIs are a quick quantitative and qualitative pulse check of that provides a respondent score relative to satisfaction or perceived usefulness with semi-structured questions allow for reflective responses on what went well or what could be improved. Summaries of the data are provided, along with scores and raw data, which is used to make quick and direct improvements to processes and implementation points (identified in the planning phases). Should HC and project team want a more formal interview structure for this element, a change order request can be initiated and the scope adjusted.

<sup>3</sup> Martin-West, S., Castro Baker, A., Balakrishnan, S., Rao, K., and Tan, G. Y. (2019). Pre-Analysis Plan: Stockton Economic Empowerment Demonstration. <https://static1.squarespace.com/static/6039d612b17d055cac14070f/t/605029f652a6b53e3dd39044/1615866358804/SEED+Pre-analysis+Plan.pdf>

Outlined below are the projected *mixed-methods* approach to address the RFP evaluation objectives. It is expected that much of the design will be articulated during the planning phase once ER is able to meet with the HCPH project team.

## Project Phases

### **Phase 1. Initial Planning & Review**

#### 1.1 Initial meeting(s)

- Prepare for ongoing collaboration
  - Determine and obtain information for “project team” (HCPH, Pilot Implementers, and project personnel) with whom ER will be working.
  - Establish time for routine meetings and status/update protocols.
  - Identify “other” stakeholders that can speak into the evaluation process; stakeholders should reflect the demographics of the community served
- Discuss proposed program work

#### 1.2 Gather and Familiarization with data sources and documents

- HCPH & Pilot Implementers shares pertinent planning and program documents with ER, including population data, ACCESS data, financial data, etc.
  - Understand what training, tracking systems, databases, resources, etc. GIP implementers may need to monitor and efficiently collect data
- Discuss availability of key data metrics and protocols for data access
- Begin the data request process. This could also include data such as unemployment insurance data, benefits data, etc.

#### 1.3 Review goals and key (evaluation) questions, modify/update deliverable timelines

- To include *2 goals and listed evaluation questions from Scope of Services p2-3*

### **Phase 2. Comprehensive Evaluation Planning**

#### 2.1 Development of **GIP logic model (if not developed by project team already)**; project team and ER work to develop an overarching logic model

- Logic model should detail the resources, activities, outputs, outcomes (short, medium, and long term), and overall desired impact of the GIP
- Outcomes will be mutually defined

#### 2.2 Design formative evaluation

- Determine formative questions for evaluation
  - Questions such as the following can be considered:
    - Is the program reaching the intended number of participants?* (distribution of funds, attrition, etc.)
    - How are inputs contributing to program functioning?* (staff and participant feedback)
    - Is the program being delivered as intended?* (assignment to condition, communication between staff and participants, distribution of funds)
    - Are short-term outcomes promising?*
    - What factors may affect the intervention?* (external or environmental factors or events)
- Determine key points of implementation, along with their timelines and objectives
- Determine data sources
- Determine, identify and/or design quantitative measures
- Determine, identify and/or design qualitative measures
  - *Satisfaction surveys* should be included in measures to assess beneficiaries and program staff satisfaction with Pilot Implementer services, communication, and collaboration support
  - *Implementation Touchpoint Interviews (ITIs)* could be used to provide a quantitative score relative to satisfaction or perceived usefulness with semi-structured questions allow for reflective responses on what went well or what could be improved.

2.3 Design RCT impact evaluation – it is highly advised that the study follow (in large part) the **SEED Design and Pre-Analysis Plan**; as such, while the intervention will last for 18 months, data should be collected over a 2-year period

- Determine RCT samples: control vs. implementation
  - First cohort (Guaranteed Income) to be selected by randomization in the top ten high-poverty zip codes where residents have been adversely impacted by the COVID-19 pandemic and corresponding economic crisis;
  - Second cohort (Guaranteed Income + Services) to be selected by identified priority populations under ACCESS<sup>4</sup>, which include the Violence Prevention and Maternal Health cohorts.
- Calculate sampling plans and power analyses
- Determine and/or design quantitative measures
  - As with the SEED<sup>4</sup>, similar longitudinal measures may be used:
    - **Income volatility** *could* be measured be measured monthly through self-reporting and calculated by the coefficient of variation, similar to the method used by the U.S. Financial Diaries study
    - **Physiological distress** and **Physical functioning** (health) *could* be measured SF-36 and the Kessler 10 (RAND Corporation, 2018; Kessler, et al., 2002)
    - **Family dynamics and parenting** *could* be measured via the Confusion, Hubbub, and Order Scale (Matheny, 1995).
    - **Food security** *could* be measured through the Household Food Insecurity Access Scale (Coates, Swindale, Bilinsky, 2007).
    - **Material hardship** *could* be measured via selected questions from the Survey of Income and Program Participation (SIPP, 2008).
    - **Agency** *could* be measured through the Hope Scale (Snyder et. al., 1991).
    - **Perceived stress and well-being** *could* be measured be measured by the Perceived Stress Scale (Cohen, Kamark, Mermelstein, 1994) and Mattering Index (Elliot, Kao, Grant, 2004).
  - As with the SEED<sup>2</sup>, surveys will also include space for qualitative responses to allow reflection on how disbursements may interfere with safety net benefits, such as food stamps, health insurance, or Supplemental Security Income.
- Prepare analysis plans (special attention will be given to disaggregating equity related data)

2.4 Qualitative exploration protocols

- Determine sample size and number of focus groups needed, key groups
- Determine overarching framework and questions for interview guides
  - As with the SEED<sup>2</sup>, qualitative research may be used to explore physiological distress and physical functioning (health)
- Determine analysis plan and codebook requirements

2.5 Circulate for review with key stakeholders; update and finalize protocols

2.6 Finalize evaluation protocol for the 18 moth pilot (identify interim and final report deliverables)

2.7 Regular reporting of findings

- Bi-weekly check-ins with the program team and monthly reporting on milestones and progress

### Phase 3. GIP Implementation Evaluation

3.1 Set up data collection and monitoring plan, including protocols, processes, and major implementation points

- Identify who is responsible for collecting what data and when
- Data to be collected should include input and review by stakeholders

3.2 Provide staff training (if necessary)

3.3 Conduct periodic qualitative interviews (ITIs) with key points of contact

- Determine their understanding of key points of implementation and identify if implementation occurred as planned/designed

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<sup>4</sup> ACCESS is a coordinated and client centered safety net service delivery model administered by HC Public Health; funds would be available for ACCESS participants to maximize the impact of targeted services offered to participants by HC agencies. (RFP, p3)



- Identify areas of support needed and a plan for addressing it
  - Interview protocols will include input and review by stakeholders
- 3.4 Conduct quarterly quantitative data review for impact. Analysis will include input and review by stakeholders
- Disaggregate data to determine issues of racial, social, and economic equity that may need addressed
  - Identify areas of support needed and a plan for addressing it
- 3.5 Document timeline, process, lessons learned, and over-arching recommendations (on-going)
- Findings will include input and review by stakeholders
- 3.6 Regular reporting of findings
- Bi-weekly check-ins with the program team and monthly reporting on milestones and progress

#### **Phase 4. GIP Impact Evaluation (RCT)**

- 4.1 Set up data collection and monitoring plan, including protocols, processes, and check points
- Identify who is responsible for collecting what data and when
  - Data to be collected should include input and review by stakeholders
- 4.2 Provide HCPH staff training (if necessary)
- 4.3 Initiate and monitor quantitative data collection through **measures defined in Phase 2.4.**
- Data collection will be monitored monthly to identify any key groups of interested that may need targeted data collection and data validity
- 4.4 Conduct periodic quantitative data review. Quarterly analysis will include input and review by stakeholders
- Disaggregate data to assess racial, social, and economic equity that may need to be addressed
  - Identify areas of support needed and a plan for addressing it
- 4.5 Conduct semi-structured stakeholder interviews (program personnel and beneficiaries) to better understand the mechanisms of impact, individuals' experiences, the constraints they face, etc.
- Randomly select a subset of the sample (likely 100 individuals) to interview each year.  
Additional interviews may be scheduled to explore unexpected findings/anomalies in the survey and administrative data and as needed to document causal mechanisms.
  - Code for themes and analyze interview data to identify areas of key support (impact) and supplement information gathered through surveys
- 4.6 Conduct analysis to answer evaluation questions
- Use descriptive and inferential statistics to identify areas of program impact, where possible
  - Disaggregate results by race/ethnicity, gender, and other demographics to determine if impact is greater for some groups than others (i.e., moderation analysis)
  - Pull results from the qualitative and quantitative analyses to highlight the successes of the programs and actionable recommendations for program improvement and sustainability
- 4.7 Document timeline, process, lessons learned, and over-arching recommendations (on-going)
- Findings will include input and review by stakeholders
- 4.8 Regular reporting of findings
- Bi-weekly check-ins with the program team and monthly/quarterly reporting on milestones and progress

#### **Phase 5. Cost Analysis**

- 5.1 Design cost analysis
- Determine program cost/decision paths, QOL calculations, and cost sources used in past/current HC Public Health calculations
  - Determine ROI of program components, costs such as upfront costs, tangible & intangible costs, ongoing or future costs, any potential risks that may have a cost, status quo cost
  - Prepare cost analysis plans and data sources (special attention to disaggregating equity related data)
- 5.2 Prepare calculations and analysis of cost analysis including disaggregating equity demographics
- 5.3 Prepare tables and graphs and report components, include interpretation and recommendations

## Phase 6. Findings & Reports

### 6.1 Prepare (Branded) Interim Evaluation Report

- Summarize preliminary results describing participant characteristics and equitable participation, successes and challenges, progress made towards program goals/outcomes, and outputs, sustainability, and best practices. Per the RFP (p5) at least:
  - Demographic profiles of participants and assignment to conditions;
  - Outcome measures and changes;
  - Pilot processes (assignment to condition, communication between staff and participants, distribution of funds, response rates to surveys, attrition, etc.);
  - Staff and participant feedback regarding the Pilot and its administration and evaluation;
  - External or environmental factors or events that might affect the intervention or conclusions drawn from the evaluation
- Report strengths and limitations of evaluation design
- Detail next steps, respond to feedback from HCPH and Pilot Implementer

### 6.2 Prepare Post Pilot (Branded) Evaluation Report (Similar steps as 6.1)

## Data & Privacy Management (Across All Phases)

Elite Research typically uses the secure and compliant file hosting services by Dropbox. Dropbox standards and regulations using these frameworks. All files stored online by Dropbox are encrypted and kept in secure storage servers. Storage servers are located in data centers across the United States. To satisfy client requirements, ER may be required to utilize one or more 3<sup>rd</sup> party survey and data collection tools. ER has significant experience with many tools and based on client need may recommend or engage a vendor to provide this service. In such case, ER will:

- Ensure that selected tools/vendors have implemented privacy policies and security standards regarding the collection and storage of survey data
- Ensure that the select survey tools/vendors implement a data retention/deletion policy to match client requirements
- Ensure that any data that is extracted from a collection tool for analysis by ER has been de-identified.
- Based on client request, replace a tool/vendor with one of the client's preferences. This may result in a change to the cost structure of the project.

Any electronic transmission of sensitive data should be executed in a manner that protects it against unauthorized access and ensures its integrity. ER follows standard deidentification and redaction policies. Internal processes for data breaches or impermissible use or disclosure under the Privacy Rule are reported to a director or officer of the company. Risk management and emergency access policies are in place. Technological onboard and offboarding along with procedures for encryption and decryption, automatic logoff, passwords, and document destructions are maintained by HR.

## Deliverables

Elite Research proposes the following phased deliverables:

- Updated evaluation goals, deliverable timelines and milestones, and evaluation plans
- Baseline measures, including surveys and interviews for key stakeholder groups
- Data for specific outcome metrics, catalog, and codebooks of data sources
- Protocols for data collection, monitoring, access, and use for analysis
- Deidentified data files and codebooks, statistical syntax, outputs, tables, results in lay terms
- Quarterly reporting of qualitative and quantitative data
- Branded draft and final Mid Evaluation Report 1
- Periodic (TBD) reporting of qualitative and quantitative data
- Updated versions of process and code files
- Quarterly reporting of qualitative and quantitative data
- Branded draft and final Evaluation Reports

## Timeline of Deliverables

The timeline outlined in the RFP states a two-year project period starting in August 2023. The timeline proposed below is dependent on the award date and modified components to the proposed Work Plan defined in the initial planning phase. The project is broken down into an 18-month pilot program beginning in August 2023.

Project Segment Phase/Step	Responsible	2023-2025																							
		Q3			Q4			Q1			Q2			Q3			Q4			Q1			Q2		
		1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
<b>Phase 1. Initial Planning &amp; Review</b>																									
1.1 Initial meeting(s)	ER/HCPH																								
1.2 Gather/review data sources and documents	ER/HCPH																								
1.3 Review goals and key (evaluation) questions	ER/HCPH																								
<b>Phase 2. Comprehensive Evaluation Planning</b>																									
2.1 Development of GIP logic model	ER																								
2.2 Design formative evaluation	ER																								
2.3 Design RCT impact evaluation	ER																								
2.4 Qualitative exploration protocols	ER																								
2.5 Circulate and review with key stakeholders	ER/HCPH																								
2.6 Finalize evaluation protocol for Year 1	ER																								
2.7 Regular reporting of findings	ER																								
<b>Phase 3. GIP Implementation Evaluation</b>																									
3.1 Set up data collection and monitoring plan	ER																								
3.2 Provide staff training (if necessary)	ER/HCPH																								
3.3 Conduct periodic qualitative interviews (ITIs)	ER																								
3.4 Conduct quarterly quantitative data review for impact	ER																								
3.5 Document	ER																								
3.6 Regular reporting of findings	ER/HCPH																								
<b>Phase 4. GIP Impact Evaluation (RCT)</b>																									
4.1 Set up data collection and monitoring plan	ER																								
4.2 Provide HCPH staff training (if necessary)	ER/HCPH																								
4.3 Initiate and monitor quantitative data collection	ER																								
4.4 Conduct periodic quantitative data review	ER																								
4.5 Conduct semi-structured stakeholder interviews	ER																								
4.6 Conduct analysis to answer evaluation questions	ER																								
4.7 Document	ER																								
4.8 Regular reporting of findings	ER/HCPH																								
<b>Phase 5. Cost Analysis</b>																									
5.1 Design cost analysis	ER/HCPH																								
5.2 Prepare calculations and analysis	ER																								
5.3 Prepare tables and graphs and report components	ER																								
<b>Phase 6. Findings &amp; Reports</b>																									
6.1 Prepare (Branded) Interim Evaluation Report	ER																								
6.2 Prepare (Branded) Pilot Evaluation Report	ER																								



Section III: PRICING INFORMATION

## Pricing Information

### How do you approach designing a budget for your projects? What is your proposed budget, staffing plan, and expected resources needed for provision of the services that you have proposed?

We itemize the personnel needed to complete each task, we compute total time used in the past and estimate time needed for the work needed. Invoicing occurs based only on time used, and time unused is unbilled. The engagement costs of this proposal are outlined in the table below based on the proposed work plan and timeline, and in alignment with the SOW. The costs associated with consulting services are invoiced in ¼ hour increments. ER uses a blended hourly rate for the proposed work plan for the project team members. Blended hourly rates are calculated based on salary, fringes, benefits, and operating expenses as standard to the industry with our **government non-profit entity discount of 10%** already applied. Software, instruments, and licenses needed for this project are owned and operated by Elite Research.

The proposed cost of the work plan is below based on the project team's hourly work toward the outlined phases. Communication and meetings are included in each phase. This table may be modified with approval by both parties for potential change in scope of work. It does not contain costs for participant incentives, additional subject matter experts, travel, or other expenses, should any be identified and approved during the project. Detailed cost tables are also included below.

Project Segment Phase/Step	Initial Year	
	Hours Low - High	Cost Low - High
Phase 1. Initial Planning & Review	350 - 456	\$46,500 - \$60,451
Phase 2. Comprehensive Evaluation Planning	600 - 780	\$87,450 - \$113,685
Phase 3. GIP Implementation Evaluation	1500 - 1950	\$208,800 - \$271,440
Phase 4. GIP Impact Evaluation (RCT)	1650 - 2145	\$229,800 - \$298,740
Phase 5. Cost Analysis	525 - 684	\$77,875 - \$101,238
Phase 6. Findings & Reports	345 - 449	\$48,950 - \$63,635
Travel Expenses	N/A	\$4,800 - \$9,000
Program Participant Collection (Postal Mail; Phone; Text)	N/A	\$4,500 - \$9,000
Comparison/Control Collection (Postal Mail; Phone; Text)	N/A	\$13,500 - \$21,600
Treatment Participant Quantitative Incentive Fees (5 timepoints)	N/A	\$71,200 - \$92,500
Comparison Participant Quantitative Incentive Fees (5 timepoints)	N/A	\$155,600 - \$259,200
Qualitative Treatment Incentives (3 timepoints)	N/A	\$10,080 - \$12,600
Qualitative Control Incentives (3 timepoints)	N/A	\$15,120 - \$21,600
Project Phase/Step Total	4970 - 6464	\$699,375 - \$909,189
Government/Non-profit Entity Discount 10%		\$69,938 - \$90,919
Project Fees/Fixed Costs Total		\$274,800 - \$425,500
Project Total with Discounts & Fees		\$904,238 - \$1,243,770

Project Segment Phase/Step	Timeline Low - High	# Weeks Low - High	Hours Low - High	Range Low - High	Cost Low - High
<b>Phase 1. Initial Planning &amp; Review</b>					
1.1 Initial meeting(s)		1 - 2		55 - 72	\$7,825 - \$10,173
1.2 Gather/review data sources and documents		3 - 5		240 - 312	\$30,850 - \$40,105
1.3 Review goals and key (evaluation) questions		2 - 3		55 - 72	\$7,825 - \$10,173
<b>Phase 1: Total</b>		<b>6 - 10</b>		<b>350 - 456</b>	<b>\$46,500 - \$60,451</b>
<b>Phase 2. Comprehensive Evaluation Planning</b>					
2.1 Development of GIP logic model		2 - 3		60 - 78	\$9,150 - \$11,895
2.2 Design formative evaluation		3 - 4		110 - 143	\$15,650 - \$20,345
2.3 Design RCT impact evaluation		2 - 3		80 - 104	\$12,200 - \$15,860
2.4 Qualitative exploration protocols		3 - 5		120 - 156	\$16,800 - \$21,840
2.5 Circulate and review with key stakeholders		1 - 2		60 - 78	\$8,400 - \$10,920
2.6 Finalize evaluation protocol for Year 1		2 - 3		100 - 130	\$15,250 - \$19,825
2.7 Regular reporting of findings		2 - 3		70 - 91	\$10,000 - \$13,000
<b>Phase 2: Total</b>		<b>10 - 15</b>		<b>600 - 780</b>	<b>\$87,450 - \$113,685</b>
<b>Phase 3. GIP Implementation Evaluation</b>					
3.1 Set up data collection and monitoring plan		3 - 4		110 - 143	\$16,400 - \$21,320
3.2 Provide staff training (if necessary)		2 - 4		100 - 130	\$15,250 - \$19,825
3.3 Conduct periodic qualitative interviews (ITIs)		3 - 6		400 - 520	\$54,750 - \$71,175
3.4 Conduct quarterly quantitative data review for impact		4 - 8		550 - 715	\$77,000 - \$100,100
3.5 Documentation		8 - 10		170 - 221	\$22,700 - \$29,510
3.6 Regular reporting of findings		3 - 5		170 - 221	\$22,700 - \$29,510
<b>Phase 3: Total</b>		<b>12 - 16</b>		<b>1500 - 1950</b>	<b>\$208,800 - \$271,440</b>
<b>Phase 4. GIP Impact Evaluation (RCT)</b>					
4.1 Set up data collection and monitoring plan		2 - 3		120 - 156	\$18,050 - \$23,465
4.2 Provide HCPH staff training (if necessary)		2 - 4		100 - 130	\$15,250 - \$19,825
4.3 Initiate and monitor quantitative data collection		4 - 8		240 - 312	\$32,100 - \$41,730
4.4 Conduct periodic quantitative data review		10 - 20		400 - 520	\$57,250 - \$74,425
4.5 Conduct semi-structured stakeholder interviews		6 - 12		350 - 455	\$46,500 - \$60,450
4.6 Conduct analysis to answer evaluation questions		2 - 3		100 - 130	\$15,250 - \$19,825
4.7 Documentation		8 - 10		170 - 221	\$22,700 - \$29,510
4.8 Regular reporting of findings		3 - 5		170 - 221	\$22,700 - \$29,510
<b>Phase 4: Total</b>		<b>30 - 50</b>		<b>1650 - 2145</b>	<b>\$229,800 - \$298,740</b>
<b>Phase 5. Cost Analysis</b>					
5.1 Design cost analysis		2 - 3		125 - 163	\$18,750 - \$24,375
5.2 Prepare calculations and analysis		3 - 5		175 - 228	\$26,375 - \$34,288
5.3 Prepare tables and graphs and report components		3 - 5		225 - 293	\$32,750 - \$42,575
<b>Phase 5: Total</b>		<b>6 - 8</b>		<b>525 - 684</b>	<b>\$77,875 - \$101,238</b>
<b>Phase 6. Findings &amp; Reports</b>					
6.1 Prepare (Branded) Interim Evaluation Report		3 - 4		200 - 260	\$28,500 - \$37,050
6.2 Prepare (Branded) Pilot Evaluation Report		2 - 3		145 - 189	\$20,450 - \$26,585
<b>Phase 6: Total</b>		<b>4 - 6</b>		<b>345 - 449</b>	<b>\$48,950 - \$63,635</b>
<b>Project Total</b>		<b>90 - 100</b>		<b>4970 - 6464</b>	<b>\$699,375 - \$909,189</b>
<b>Range</b>		<b>Weeks</b>		<b>Hours</b>	<b>Cost</b>

	Units Low - High	Range Low - High	Costs / Unit Low - High	Cost Low - High	Range Low - High
Travel Expenses		4 - 6	\$1,200 - \$1,500	\$4,800 - \$9,000	
Program Participant Collection (Postal Mail; Phone; Text)	300 - 500		\$15 - \$18	\$4,500 - \$9,000	
Comparison/Control Collection (Postal Mail; Phone; Text)	900 - 1200		\$15 - \$18	\$13,500 - \$21,600	
Treatment Participant Quantitative Incentive Fees (5 timepoints)	712 - 925		\$100 - \$100	\$71,200 - \$92,500	
Comparison Participant Quantitative Incentive Fees (5 timepoints)	778 - 1296		\$200 - \$200	\$155,600 - \$259,200	
Qualitative Treatment Incentives (3 timepoints)	112 - 140		\$90 - \$90	\$10,080 - \$12,600	
Qualitative Control Incentives (3 timepoints)	126 - 180		\$120 - \$120	\$15,120 - \$21,600	
<b>Project Fees/Fixed Costs Total</b>				<b>\$259,680 - \$403,900</b>	

Section IV: MWBE GOAL PARTICPATION INFORMATION PACKET  
WITH GOAL INSERTED

## MWBE Goal Packet

**GOAL:** Elite Research is a WBENC certified WOSB and WBE who plans to meet 100% of the set aside needed. Their partner organization Divergent Web Solutions is also a certified WBENC WOSB and WEBE. They have completed and are currently working with organizations in Harris County including Harris County, Harris County Public Health, Memorial Herman, Episcopal Dioceses of Texas, Every Village, and the Episcopal Health Foundation. This statement is confirmation that the MWBE Goal participation is met with this contract.

### M/WBE GOAL PARTICIPATION

Harris County (County) strives to engage with prime contractors and subcontractors that represent the diverse businesses of the County. We will ensure that historically underutilized minority- and woman-owned businesses (M/WBEs) receive a fair and equal opportunity to participate in the County's procurement process. *The County requires Vendors to make a good faith effort to meet or exceed a 15% goal for participation by M/WBEs on this project.* Failure to either demonstrate that the proposer will meet the M/WBE goal or has made sufficient good faith efforts to do so at the time of bid submission will result in the rejection of the bid. The ability or desire of the proposer to perform the project work with its own organization does not relieve the proposer of the responsibility to make good faith efforts.

Additional definitions and guidance are provided in the County's Minority- and Woman-Owned Business Enterprise Policy, adopted in 2020.

M/WBE Utilization Plan - Bidder shall include a M/WBE Utilization Plan to meet the M/WBE goal established for this project by Harris County. If the bidder is unable to meet the established M/WBE goal, the bidder must illustrate a good faith effort was fulfilled which will be evaluated by Harris County. *If the M/WBE Utilization Plan or documentation of good faith efforts is not submitted prior to the date and time set forth by this bid, the bid will be considered non-responsive.*

Minority and Women-Owned Business Enterprise Utilization Commitment Form - Offeror shall complete and return as specified herein.

For purposes of the bid, Harris County will accept M/WBE certifications from the City of Houston, Historically Underutilized Business certifications (HUB) from the State of Texas, Disadvantaged Business Enterprise (DBE) certifications from the Texas Unified Certification Program and 8(a) certifications from the U.S. Small Business Administration. A copy of the proposed M/WBE firm's certification sought to be counted towards the M/WBE goal and a Letter of Intent (LOI) shall accompany the bid. The firm must be certified at the time of bid submission; pending applications will not be accepted.

Only Certified businesses that have Significant Local Presence can be counted towards the contract goal. To establish a Significant Local Presence, a firm without a location in the market area can provide documentation that it has performed at least three contracts or subcontracts, in the market area (the counties of Harris, Fort Bend, Montgomery, Brazoria, and Galveston Counties, Texas) in the last three years. A location utilized solely as a post office box, mailbox, or telephone message center, or any combination thereof, with no substantial work function, shall not be construed as Significant Local Presence.

Participation by certified M/WBEs will be counted as follows:

1. The proposer that is an M/WBE may count the entire amount of the prime contractor's self-performance that the M/WBE is performing with its own forces.
2. When an M/WBE subcontracts part of the work of its contract to another firm, the value of the sub-contracted work may be counted only if the M/WBE's subcontractor is itself an M/WBE. Work that an M/WBE subcontracts to a non-certified firm does not count towards the M/WBE contract goal.



3. The proposer may count a M/WBE supplier towards the M/WBE goal if the supplier meets the following criteria: Negotiate Price; Determine quality and quantity; Order the materials; Receive the invoice in the certified firm's name; Pay for the material itself; Control Delivery; and Be certified to provide the supplies in the appropriate NAICS code.
4. When an M/WBE performs as a participant in a joint venture, the joint venture proposer may count only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the M/WBE performs with its own forces. The M/WBE participant in the joint venture must be responsible for a clearly defined portion of the work to be performed equal to its share in the ownership, control, management responsibility, risks and profits of the joint venture. The County shall review the profits and losses, initial capital investment, actual participation of the M/WBE joint venture partner in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the joint venture. The joint venture agreement must be approved by the County and it is required to operate in accordance with the approved joint venture agreement.

#### Calculating MWBE Participation:

1. The proposer may count the entire amount of that portion of the contract that is performed by the M/WBE's own forces, including the cost of supplies and materials, or equipment leased by the M/WBE for the work of the contract. Supplies and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliate does not count towards the contract goal.
2. The proposer may count the entire amount of fees or commissions charged by an M/WBE for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the County determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The proposer may count the entire amount of expenditures with M/WBEs for materials or supplies, provided the M/WBE is responsible for ordering and paying for the materials and supplies in full, using its own credit and accepting all the risks of the purchase.
4. Provided that the M/WBE firm is responsible for ordering and paying for the materials and supplies in full, the proposer may count sixty percent (60%) of the cost of the goods or supplies toward M/WBE goals.
5. If the materials or supplies are obtained from a M/WBE manufacturer, the proposer may count one hundred percent (100%) of the cost of the materials or supplies toward M/WBE goals.
6. For additional information regarding credit towards M/WBE contract goals for the services of trucking firms, reference Section VIII of the *Harris County M/WBE Program Administrative Manual* located at: <https://deeo.harriscountytexas.gov/Supplier-Diversity>

The dollar value of work performed under a contract with a certified firm after it has ceased to be certified can count toward the contract goal if the proposer's contract with the County was executed prior to removal of the firm's certification, except in situations where fraud is the reason why the firm is no longer certified.

M/WBE Subcontractor participation only counts toward a prime contractor's compliance with its Utilization Plan when the amount being counted has actually been paid to the M/WBE.

**Commercially Useful Function:**

Only expenditures to an M/WBE that is performing a commercially useful function shall be counted towards the contract goal. To perform a commercially useful function, the M/WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price (if applicable), determining quality and quantity (if applicable), ordering the material, and installing and paying for the material itself. To determine whether an M/WBE is performing a commercially useful function, the County will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the M/WBE credit claimed for its performance of the work, and other relevant factors.

An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in the contract through which funds are passed in order to obtain the appearance of M/WBE participation. In determining whether an M/WBE is such an extra participant, the County will examine similar transactions, particularly those in which M/WBEs do not participate. The prime contractor is responsible for ensuring that the firm is performing a commercially useful function. If the M/WBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the M/WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the County will presume that it is not performing a commercially useful function.

The proposer shall submit a Utilization Plan, Attachment j, with the bid. The Utilization Plan must demonstrate how it will meet the contract goal or demonstrate its good faith efforts to do so, as described below. The proposer must also submit a signed Letter of Intent for each M/WBE firm specified in the Utilization Plan, with a copy of each M/WBE's current Letter of Certification from a state or local government or agency recognized by the County as listed above.

When an M/WBE is presumed not to be performing a commercially useful function, the M/WBE may present evidence to rebut this presumption. The County's determination that an M/WBE is not performing a commercially useful function shall be final.

**Good Faith Effort:**

When a proposer cannot achieve the contract goal, the proposer must document its good faith efforts to meet the contract goal. Good faith efforts evaluations will consider, at a minimum, the proposer's efforts to do the following:

1. Attending pre-bid or pre-proposal meetings scheduled by the County to acquaint Contractors with M/WBEs available to provide relevant goods and services and to inform M/WBEs of subcontracting opportunities.
2. Soliciting through at least two reasonable, available and verifiable means, providing M/WBEs at least seven (7) business days prior to the bid opening date to allow the M/WBEs to respond to the bid.



3. Providing interested M/WBEs adequate information about the bid documents and requirements, including addenda, in a timely manner to assist them in responding to the bid.
4. Following up with the initial solicitations of interest by contacting the M/WBEs to determine, with certainty, their interest in responding.
5. Negotiating in good faith with interested M/WBEs that have submitted bids to the proposer.
6. Making efforts to assist interested M/WBEs regarding bonding, lines of credit, insurance, etc., where appropriate.
7. Making efforts to assist interested M/WBEs obtain necessary equipment, supplies, materials, or access to manufacturer's pricing, where appropriate.
8. Not rejecting M/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
9. Making economically feasible portions of the work available to M/WBE subcontractors to select those portions of the work consistent with the available M/WBE subcontractors, so as to facilitate meeting the goal.
10. The ability or desire of the proposer to perform the project work with its own organization does not relieve the proposer of the responsibility to make good faith efforts.
11. Proposers are not required to accept higher quotes in order to meet the contract goal.
12. Effectively using the services of minority/women community organizations; minority/women contractor groups; local, state and federal minority/women business assistance offices; and other organizations to provide assistance in solicitation and utilization of M/WBEs and/or DBEs.

Section V: MWBE Utilization Plan Commitment Form

MWBE Utilization Plan Commitment Form

**MINORITY- AND WOMAN-OWNED BUSINESS ENTERPRISE  
UTILIZATION COMMITMENT FORM**

The undersigned has satisfied the requirements of the specifications in the following manner (please check the appropriate space):

The proposer is committed to M/WBE participation on this project equal to or greater than the goal stated in the bid and has submitted WITH ITS BID and attached hereto a Letter of Intent for each M/WBE listed on the utilization form.

OR –

The proposer is unable to meet the goal, is committed to a minimum of  % M/WBE participation on this contract, and has submitted WITH ITS BID and attached hereto documentation of the proposer's efforts with respect to each of the good faith effort actions listed in the Good Faith Efforts Checklist. Vendors shall also provide a Letter of Intent for the minimum M/WBE participation they are able to meet.

Proposer:

By:  Digitally signed by Rene Paulson  
Date: 2023.07.19 11:09:51 -0500   
Signature Date

Address:

Zip Code:

Telephone No.:

Email address:

\*\*Vendors that are M/WBE and completing the percentage of the goal as the prime for this project shall submit this completed form, a Letter of Intent and their certification(s).

\*\*Vendors may utilize the Letter of Intent form provided within this package or may submit vendors own letterhead.

## M/WBE UTILIZATION PLAN

The *M/WBE Utilization Plan* must be completed and submitted by the time specified in the solicitation documents. If the goal was not achieved, good faith efforts documentation must be submitted with the *M/WBE Utilization Plan*. All questions in the Good Faith Efforts Checklist **MUST** be completed and submitted with the *M/WBE Utilization Plan* if the goal is not met. Attach additional sheets as necessary.

### Section I — Project Identification and Goal

Project Name	Uplift Harris County Evaluator
Solicitation Number	Job No. 210317

Project Goal	
M/WBE	0 %

### Section II — Prime Company Information

Name of Company	Elite Research, LLC		
Address	9901 Valley Ranch Parkway, E. Ste. 2035		
City, State Zip	Irving, TX 75063		
Phone	972-538-1374		
Name of Contact Person	Rene Paulson		
Email address for Contract Person	rpaulson@eliteresearch.com		
Telephone number for Contract Person	972-538-1374		
Is prime company M/WBE certified? (MBE/WBE, DBE, HUB, or 8(a))	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	MBE/WBE Joint Venture	<input type="checkbox"/>

I certify that the information included in this *Utilization Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Utilization Plan* shall become a part of my contract with Harris County.

Rene Paulson, President & Senior Statistician

Name and Title of Authorized Representative

Rene Paulson

Digitally signed by Rene Paulson  
Date: 2023.07.19 11:15:02 -05'00'

7/19/2023

Signature

Date

#### For County Use Only:

I have reviewed this Utilization Plan and found that the Proposer HAS or HAS NOT complied as per the County M/WBE Policy.

Reviewer

Date:

*Tips: Use the name of the firm as listed in the directory.*

*Ensure the firm is certified in the area in which they are participating on this project.*

*Ensure the firm's participation is in line with the scope and germane to the project.*

**Section III — Utilization Plan Summary**

<b>Goals: Proposed Participation</b>			
Proposer's own participation in project		100.00	%
M/WBE(s): (MBE/WBE, DBE, HUB, or 8(a))			%
Non-Certified Subcontractor(s)			%
<b>Total Participation (must equal 100%)</b>		100.00	%

Is the stated M/WBE goal of the solicitation met? (If no, provide an explanation below, attach the Good Faith Efforts checklist, and documentation of good faith efforts)

Yes  No

**Explanation for not meeting the M/WBE Goal:**

<b><u>For County Use Only:</u></b>	
Verified Goal Attainment:	
M/WBE <input type="text"/> %	

**Section IV — Disclosure of M/WBE Participation**

*Please list all M/WBE subcontractors below & Duplicate as Needed*

*Tips: Use the name of the firm as listed in the directory.  
 Ensure the firm is certified in the area in which they are participating on this project.  
 Ensure the firm's participation is in line with the scope and germane to the project.*

Name of MBE/WBE Certified Firm	N/A
Certified by:	
Address/ City / State / Zip	
Name of Contact Person	
Email address for Contract Person	
Telephone number for Contract Person	
Percent of Subcontract	
Description of services	
6-digit NAICS code for work to be performed	

Name of MBE/WBE Certified Firm	
Certified by:	
Address/ City / State / Zip	
Name of Contact Person	
Email address for Contract Person	
Telephone number for Contract Person	
Percent of Subcontract	
Description of services	
6-digit NAICS code for work to be performed	

Name of MBE/WBE Certified Firm	
Certified by:	
Address/ City / State / Zip	
Name of Contact Person	
Email address for Contract Person	
Telephone number for Contract Person	
Percent of Subcontract	
Description of services	
6-digit NAICS code for work to be performed	

## SECTION VI — GOOD FAITH EFFORTS CHECKLIST

If the M/WBE goal was not achieved, this good faith efforts checklist and supporting documents must be submitted with the bid. Failure to do so will render the bid non-responsive and cause it to be rejected. Additional efforts after bid submission will not be considered in determining award of this contract. Attach additional sheets as necessary.

- Attended pre-bid or pre-proposal meetings scheduled by the County to acquaint Contractors with M/WBEs available to provide relevant goods and services and to inform M/WBEs of subcontracting opportunities.
- Solicited through reasonable and available means (e.g., written notices, advertisements) M/WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond. Attach detailed Contacts Log, including date, method of contact, person contacted and contact information, and the result of the contact.
- Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage M/WBEs to submit bids or proposals. Attach evidence of information provided, including the date, e.g., letters, emails, telephone logs, etc.
- Negotiated in good faith with interested M/WBEs that have submitted bids or proposals and thoroughly investigated their capabilities. Evidence of such negotiations includes the names, addresses and telephone numbers of M/WBEs with whom the vendor negotiated; a description of the information provided to M/WBEs regarding the work selected for subcontracting; and explanations as to why agreements could not be reached with M/WBEs to perform the work.
- Selected those portions of the contract consistent with the available M/WBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate M/WBE participation even when the proposer would prefer to perform those scopes with its own forces. Provide description of work selected.
- Made efforts to assist interested M/WBEs in obtaining bonding, lines of credit, or insurance as required by the County or the vendor for performance of the contract (if applicable).
- Made efforts to assist interested M/WBEs obtain necessary equipment, supplies, materials, or access to manufacturer's pricing, where appropriate.
- Effectively used the services of M/WBE assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of M/WBEs.

**\*\*This is not an exhaustive list. For additional information, please reference Section IX of the Harris County M/WBE Program Administrative Manual located on the DEEO's website at: <https://deeo.harriscountytexas.gov/Supplier-Diversity>**



# LETTER OF INTENT TO SUBCONTRACT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

\_\_\_\_\_ (Contractor) agree to enter a contractual agreement with \_\_\_\_\_ (M/WBE Subcontractor), who will provide the following goods/services in connection with the above-referenced contract:

Pursuant to Harris County's M/WBE policy, only M/WBE firms which are currently certified with one of Harris County's recognized certifying agencies may be counted towards meeting the M/WBE goal at the subcontracting level.

Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/WBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for an estimated amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total estimated contract value.

The parties acknowledge that any obligation of the prime contractor to enter into a subcontract agreement or purchase order with the subcontractor is expressly contingent upon the prime contractor entering into a contract with Harris County for the work as defined in the bid/proposal.

This document must be completed in its entirety by the Contractor and signed by both the Contractor and the M/WBE Subcontractor.

Any false statements or misrepresentations regarding information submitted on this form may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

Contractor agrees to utilize M/WBE Subcontractor in the capacities indicated herein, and M/WBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Contractor.

\_\_\_\_\_  
Signature: Contractor

\_\_\_\_\_  
Signature: M/WBE Subcontractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Revised March 2022



## APPENDICES

Vendor Required Questions & Responses

Forms

Team Profiles

Elite Research Services

## Vendor Required Questions & Responses

- Does your organization have experience evaluating Guaranteed Income or Universal Basic Income programs in the past? What other experience does your organization have evaluating similar/ relevant interventions, such as interventions intended to address poverty, prompt economic mobility, or promote financial stability?

We have extensive experience over the last 20 years in interventions intended to address poverty, prompt economic mobility, or promote financial stability with 3 projects specifically evaluating Guaranteed Income programs. In the last 5 years we have completed or are currently working on 22 evaluations of projects that address poverty, prompt economic mobility, or promote financial stability. Here are some examples of those projects, including references.

**Project:** *Applied Research & Data Analysis, Strategic Planning and Management Strategies and Other Services*

**Partner:** Harris County

**Project Description:** ER is contracted as part of a bid to provide applied research and data analysis, strategic planning and management strategies and other services to include but not be limited to impact assessment, technology strategy, process and performance improvement, financial planning and performance budgeting, government capacity building, as well as supplementary research, evaluation, and technical assistance services on an as-needed basis. Specifically, Elite Research is poised to support Harris County for tasks such as gathering, analyzing and validating data and information, including secondary sources, preparing reporting/findings including graphs, charts or online reporting in near real time to provide support for applied research and data analysis, strategic planning and management strategies.

- In 2022 ER was awarded a contract with Harris County to support the Hire up Harris program within the City of Houston, TX with design and **development of logic models**, evaluation plans for both **implementation and outcome and impact evaluation** for the Apprenticeship awardees to collect information and assess how well the programs are working, whether the programs are being implemented as designed, and **whether the programs are accessible to their target population** to measure the effectiveness of the services provided and progress towards **anticipated performance outcomes**. Elite Research evaluates changes in job placement and wages over time and impact of financial resources and performs data audits and shares administrative data and supporting feedback

**Performance Period:** 2022 – Current

**Contact:** Soraida Rodriguez, Purchasing Coordinator, 713-274-4484, [Soraida.Rodriguez@pur.hctx.net](mailto:Soraida.Rodriguez@pur.hctx.net)

**Project:** *Public Health Nutrition Innovation Third-Party Evaluators*

**Partner:** Wilkenson Center, Texas Health Resources

**Project Description:** Social determinants that negatively impact health and wellbeing include poverty; lack of access to quality education or employment; unhealthy housing; unfavorable work and neighborhood conditions; exposure to neighborhood violence; and the clustering of disadvantage in particular groups of people and in particular places. Wilkinson Center's clients will improve their health outcomes by receiving financial coaching with a health equity lens, nutrition education, and access to healthy food. Wilkinson Center provides financial coaching to clients in the food pantry and the adult education program. This project adds a health education component to the coaching services already offered by Wilkinson Center. ER is contracted as the external evaluator for planning and analysis services of the THCI Community Grant.

**Performance Period:** 2022—Current

**Contact Reference:** Tauane Araujo Cruz, MBA, Director, Community Health Improvement, Texas Health Resources, 682-236-7455 [TauaneAraujoCruz@texashealth.org](mailto:TauaneAraujoCruz@texashealth.org)

**Project:** HHS-2023-ACL-AOA-ADPI-0045

**Partner:** Mississippi Department of Health Services

**Project Description:** State and community caregiver program grant development for **Health & Human Services** of narrative, logic models, and evaluation plans for the Community Living (ACL), Administration on Aging; Alzheimer's Disease Programs Initiative (ADPI) – State and Community Grant Program (Winter 2023) submitted 4/24/23. Census Bureau data extraction for the State by county.

**Contact:** Marshea Cooper, Division of Aging and Adult Services, [Marshea.Cooper@mdhs.ms.gov](mailto:Marshea.Cooper@mdhs.ms.gov)

**Project:** Third-Party Evaluation for the Youth Justice Impact

**Partner:** Harris County, Texas

**Project Description:** The Youth Justice Community Reinvestment Fund is a partnership between the Harris County Office of Safety (OJS), formerly known as the Justice Administration Department (JAD), and the Harris County Juvenile Probation Department (JPD) to expand and promote community-based programming for youth at risk or involved with the juvenile justice system. The Fund, which totals roughly \$2.8M, will make direct financial investments into community-based organizations at varying stages of organizational development. Change Happens, a Houston-based non-profit, was selected to serve as a “backbone” or intermediary organization that will assist organizations, or sub-grantee recipients of the fund, with technical support to become sustainable non-profit organizations. Change Happens will engage with community stakeholders to identify organizations doing innovative work directly in communities impacted by juvenile justice referrals. As the breadth of community-based organizations increases, the Fund enhances a community-based continuum of care in areas disproportionately impacted by juvenile justice referrals. Elite Research, as the third-party evaluator studying the impact of this fund in Harris County is producing data-driven outcomes, measuring the success of the model to increase community-based support for youth at risk, involved with juvenile justice.

**Period of Performance:** 2022 – Current

**Contact Reference:** Kelly Venci Gonzalez, Policy Analyst, Office of Safety and Justice, Harris County Juvenile Probation Department, [kelly.vencigonzalez@harriscountytexas.gov](mailto:kelly.vencigonzalez@harriscountytexas.gov)

**Project:** Youth Engagement in Sports

**Partner:** Texas Health Resources

**Project Description:** In 2019 we helped Texas Health Resources and their community partners secure a **Health & Human Services YES!** Initiative (Youth Engagement in Sports: Collaboration to Improve Adolescent Physical Activity & Nutrition) with a deadline of less than two weeks. Texas Health is the only health system in the nation awarded a grant from the U.S. Department of Health & Human Services for the Federal Youth Engagement in Sports (YES) initiative.

**Contact Reference:** Tauane Araujo Cruz, MBA, Director, Community Health Improvement, Texas Health Resources, 682-236-745, [TauaneAraujoCruz@texashealth.org](mailto:TauaneAraujoCruz@texashealth.org)

**Project:** *Community Services Assessment and Strategic Plan*

**Partner:** Community Action Agency — Michigan

**Project Description:** Community services assessments seek to gather data regarding the needs and services used of a community, in order to determine current situations and identify areas of action. They are essential to solid and comprehensive planning, so that resources are maximized and redundancies avoided. Elite Research conducted the assessment for Community Action Agency (CAA) to serve as a guide in planning and developing the next strategic plan and provision of services aimed at self-sufficiency, education, and support in Jackson, Lenawee and Hillsdale Counties to low-income residents. Elite Research also developed a written strategic plan document and operationalization of that plan that presents the planning process, the research, the analysis, opportunities, and strategies that will guide CAA for the next 2 to 3 years based on the assessment results.

**Performance Period:** 2021—Current

**Contact Reference:** Katrina Duling; Assistant to the CEO; 517-539-8317; [kduling@caaajlh.org](mailto:kduling@caaajlh.org)

- What recommendations or considerations do you have for conducting both a formative evaluation and impact evaluation over an 18-month operation period?

It is **highly suggested** that this GIP follow the protocols in the **SEED Design and Pre-Analysis Plan**<sup>5</sup> to ensure that there is comparable data across other similar studies. As such, this proposal outlines the process by which the impact evaluation (through a randomized control trial) could roll out – in the design phase, the team can decide which elements of the SEED design are pertinent to *this* HC GIP.

Specific to formative evaluation, while ER will monitor enrollment and retention numbers and other implementation data *as identified in the planning phase*, ER is suggesting a more time-efficient approach to this

<sup>5</sup> Martin-West, S., Castro Baker, A., Balakrishnan, S., Rao, K., and Tan, G. Y. (2019). Pre-Analysis Plan: Stockton Economic Empowerment Demonstration. <https://static1.squarespace.com/static/6039d612b17d055cac14070f/t/605029f652a6b53e3dd39044/1615866358804/SEED+Pre-analysis+Plan.pdf>

process in order to reduce analysis time and provide more time-efficient feedback to *improve* processes since the purpose of formative evaluations is to provide feedback, identify problems and areas of improvement, and monitor progress. Satisfaction surveys and Implementation Touchpoint Interviews (ITIs) are suggested as mechanisms for process improvement. ITIs are a quick quantitative and qualitative pulse check of that provides a respondent score relative to satisfaction or perceived usefulness with semi-structured questions allow for reflective responses on what went well or what could be improved. Summaries of the data are provided, along with scores and raw data, which is used to make quick and direct improvements to processes and implementation points (identified in the planning phases). Should HC and project team want a more formal interview structure for this element, a change order request can be initiated and the scope adjusted.

- Does your organization have existing data sharing agreements with government service or benefits entities (e.g., Texas Workforce Commission) to access administrative data such as individual employment status, earnings, public benefits utilization, healthcare utilization, etc.?

Elite Research requires data sharing agreements per project with identified data sources needed.

- Does your organization have experience conducting randomized controlled trial (RCT) and/or quasi-experimental study designs in an evaluation or research capacity?

The ER team has extensive experience designing and conducting randomized controlled trial (RCT) and quasi-experimental study designs in evaluation and research projects. Published RCTs are located under Dr. Sen Zhu, Dr. Rene Paulson, Dr. Wanyi Wang and Dr. Jacquelyn Stephens in the Team Profiles located in the appendix. These are not inclusive of all RCTs completed, but should serve as valid examples of experience. Specific project examples and references are available upon request.

- What are your organization’s strategies for conducting culturally competent evaluations?

Cultural competence is defined by the HHS’ Health Resources & Services Administration as the “behaviors, attitudes, and policies that can come together on a continuum that will ensure that a system, agency, program, or individual can function effectively and appropriately in diverse cultural interaction and settings. It ensures an understanding, appreciation, and respect of cultural differences and similarities within, among, and between groups”<sup>6</sup>. In 1998, Tervalon & Murray-Garcia<sup>7</sup> introduced the idea of cultural humility as “a lifelong commitment to self-evaluation and critique, to redressing power imbalances...and to developing mutually beneficial and non-paternalistic partnerships with communities on behalf of individuals and defined populations.” There has been much debate on whether professionals in public health, medical, social work, and other fields should take a cultural competence *or* a cultural humility approach to their work. We uphold the same position as Green-Moton and Minkler (2020)<sup>8</sup>, that “we see substantial complementarity and synergy between the concepts and practice of cultural humility and cultural competence.” Understanding that we cannot ever be *fully* competent in another’s culture, we view cultural competence as not something to be attained (or not), but rather a reminder and prompt to continue to strive to know more about and understand the communities with which we work, while being reflexive about our position as researchers and evaluators. The two concepts work together to provide professionals (and citizens at large) with critical tools for working with diverse individuals, groups, and communities in today’s complex world.

As part of our approach utilizing both practices, we understand that our own evaluation work is culturally-influenced, as is stated by the AEA<sup>9</sup> that, “Evaluations cannot be culture free. Those who engage in evaluation

<sup>6</sup> Selig, S., Tropiano, E., & Greene-Moton, E. (2006). Teaching cultural competence to reduce health disparities. *Health Promotion Practice*, 7(3 Suppl.), 247S–255S. <https://doi.org/10.1177/1524839906288697>

<sup>7</sup> Tervalon, M., & Murray-Garcia, J. (1998). Cultural humility versus cultural competence: A critical distinction in defining physician training outcomes in multicultural education. *Journal of Health Care for the Poor and Underserved*, 9, 117–125.

<sup>8</sup> Greene-Moton, E., & Minkler, M. (2020). Cultural competence or cultural humility? Moving beyond the debate. *Health Promotion Practice*, 21(1), 142–145. <https://doi.org/10.1177/1524839919884912>

<sup>9</sup> American Evaluation Association. (2011). *American evaluation association public statement on cultural competence in evaluation*. <https://www.eval.org/Portals/0/Docs/aea.cultural.competence.statement.pdf>

do so from perspectives that reflect their values, their ways of viewing the world, and their culture. Culture shapes the ways in which evaluation questions are conceptualized, which in turn influence what data are collected, how the data will be collected and analyzed, and how data are interpreted.” The ways in which we are mindful and committed to taking both a cultural competence and cultural humility approach include, but are not limited to:

- Practice cultural relativism; the idea that a person’s or group’s beliefs, values, and practices should be understood within context of their own culture and not judged by values and beliefs of another culture.
- Engage in self-reflective thinking.
- Take the time up front to really learn about the cultural realities of groups with whom we work in order to diminish misunderstandings and distrust that can hold partnerships from reaching full potential.
- Acknowledge our own explicit and implicit biases, assumptions, as well as stereotypic beliefs.
- Recognize and value natural systems (family, community, church, etc.) as support mechanisms.
- Understand that the needs of some groups may require that they are served and facilitated by people who share their cultural identity.
- Being conscious of the fact that cultural groups are affected—directly and indirectly—by the evaluation decisions, and working to ensure those perspectives are given consideration in the evaluation process.
- Listen to the needs of stakeholders without making generalizations about individuals based on some element or fact related to a cultural group.
- Analysis of data should include cultural and contextual factors related to the issue being evaluated.

Practical evaluation terms include educating ourselves about the cultural groups involved in the programs and evaluation, which can include literature reviews, desk research, and informational interviewing with stakeholders and other members of target populations. We provide surveys, interviews, and focus groups in multiple languages and include interpreters when appropriate. When collecting data, we consider diversity within target populations and strive to include voices from varied groups. We practice reflexivity and cultural awareness when designing data collection instruments such as questionnaires and interview and focus group guides by carefully scrutinizing instrument wording for appropriateness given the cultural context of target populations, and for biases or assumptions being reflected in the wording. We recognize that involving stakeholders in the evaluation process is essential to the success of an evaluation, and we draw upon them to provide feedback on data collection instruments, and we pilot instruments with target samples. Continuing this approach as evaluation plans and instruments are developed and utilized, as data are analyzed and interpreted, being careful of tokenism, avoiding jargon, exclusive language and behaviors, ensuring stakeholders from diverse backgrounds are a part of the process, and recognizing that diversity means relationships of difference are concrete ways to incorporate cultural competence and cultural humility into our work.

- What are the areas of concern or known barriers to economic mobility that might affect the success of this project? Are any such concerns or barriers unique to Harris County?

Economic mobility refers to the ability of individuals or families to change their economic status over time. Here are some key areas of concern for Harris County:

- **Income Inequality:** Rising income inequality can hinder economic mobility, as it makes it more difficult for individuals from lower-income backgrounds to move up the economic ladder. When a significant portion of wealth is concentrated in the hands of a few, it can lead to limited opportunities for others to access resources and invest in their own advancement.
- **Education Disparities:** Unequal access to quality education can perpetuate economic disparities. Education plays a crucial role in determining one's economic prospects. Limited access to good schools, higher education, and skill development programs can hinder upward mobility for those in disadvantaged communities.
- **Housing Affordability:** The cost of housing in many urban areas has been rising faster than income levels, making it challenging for low and middle-income families to afford suitable housing. Access to affordable and stable housing is essential for economic stability and advancement.
- **Lack of Social Mobility:** Social mobility, or the ability to move up or down the social ladder, is interconnected with economic mobility. Societal structures and biases can influence opportunities and



outcomes for different groups, creating barriers for certain demographics to access better jobs and resources.

- **Job Market Changes:** Technological advancements and globalization have transformed the job market, leading to job displacement and skills gaps. Workers who lack access to training and skill development opportunities may struggle to adapt to new job demands, hindering their economic mobility.
- **Discrimination and Bias:** Discrimination based on race, gender, ethnicity, or other factors can limit access to opportunities and resources, thus obstructing economic mobility. Bias in hiring, promotions, and access to financial services can perpetuate disparities in income and wealth.
- **Access to Credit and Financial Services:** Limited access to credit and financial services, particularly for individuals with low incomes or poor credit histories, can hinder their ability to invest in education, start businesses, or build assets.
- **Family Structure and Stability:** Family structure and stability can significantly impact economic mobility. Single-parent households or families facing financial instability may have fewer resources and support networks to help them advance economically.
- **Healthcare and Health Disparities:** Health issues can be both a consequence and a cause of economic mobility barriers. Lack of access to quality healthcare and health disparities can lead to increased financial burdens and decreased opportunities for economic advancement.
- **Intergenerational Transmission of Poverty:** Economic disadvantage can be passed down through generations. Children growing up in low-income households may face greater challenges in accessing opportunities and breaking the cycle of poverty.

During the formative evaluation, ER will work with the project team in the initial implementation to assess program functioning and make quick improvements and throughout full implementation to monitor outputs and short-term outcomes, assisting pilot implementers in responding to issues and challenges that may arise.

At the completion of the program, specific Outcome measures to assess economic mobility and analysis will address the question of the impact of the program on economic mobility of the program participants on comparison/control individuals, the cost analysis will address the benefit of the program on economic mobility and other key indicators relative to the cost of the program.

- How does your organization propose to take into consideration the effects of external or environmental events on the pilot project?

Elite Research provides the following Project Narrative as a brief description in their proposed role as the third-party evaluator of the GIP. Elite Research plans to provide qualified personnel, supervision services, materials, equipment, facilities, and travel (as needed) to assess equity in program participation in which the phased approach and deliverables follow approximately a 24-month timeline (Years 1 through 2). A mixed methods approach along with both impact (& financial impact) and implementation evaluation are proposed, along with initial discovery of the current GIP status. Recommendations based on the findings of the comprehensive evaluation may be used as a model future success.

- What are your organization's strategies for minimizing and addressing attrition that could occur in the treatment, comparison, or control conditions?
- What are your organization's strategies for encouraging responses to surveys and participation in other components of the evaluation plan for the treatment, comparison, and control conditions?

Many surveys are designed to collect information from vulnerable populations in need of support services. However, reaching these vulnerable populations and generating buy-in for participation in research can be challenging. Past research on surveying has shown that individuals from low socio-economic backgrounds and with low levels of education are less likely to complete surveys than their more affluent counterparts.<sup>10</sup> This

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<sup>10</sup> Knoll, M., Soller, L., Ben-Shoshan, M., Harrington, D., Fragapane, J., Joseph, L., ... & Clarke, A. (2012). The use of incentives in vulnerable populations for a telephone survey: a randomized controlled trial. *BMC Research Notes*, 5(1), 1–6.

pattern of non-response is problematic because the most disadvantaged individuals in a population often have the most revealing insights, and it is important that their voices be represented in population surveys.

Past research points to a set of strategies<sup>11</sup> that can increase participant engagement in survey research including a) financial incentives to complete surveys and b) providing participants multiple opportunities to complete surveys (i.e., follow-up requests). Financial incentives are especially effective when trying to recruit participants who are initially reluctant to participate.<sup>12</sup> Other ways to increase participant buy-in is by having trusted community members promote the survey and clearly communicate the purpose of the survey in lay terms.

When engaging in survey research, ER facilitates representative participation in surveys is by routinely monitoring the demographic characteristics of respondents to examine the representativeness of the survey sample. If some subgroups are underrepresented, survey promotion is carefully targeted to increase participation among underrepresented groups. ER also works with recruiters and local support agencies to identify solutions to recruitment challenges and ensure that the goals of the survey are communicated clearly and honestly to increase participant buy-in.

### Collecting Comparison Group Data

Another primary challenge of the evaluation may be securing quality data for a comparison/control group. ER will first seek to identify comparison individuals where the programs operate and determine which individuals who are most like program participants on key demographics and other key measures of interest. ER proposes using the coarsened exact matching approach. This approach exactly matches treatment and comparison individuals on dichotomous variables and proximately matches on continuous variables that have been temporarily coarsened (Iacus, King, & Porro, 2012)<sup>13</sup>. This approach is highly efficient, as it automatically drops observations outside of the extrapolation region and accounts for interactions between matching variables. Moreover, the approach achieves a high level of balance between treatment and comparison units while retaining a large proportion of treatment units in the analytical sample (Stuart, 2010)<sup>14</sup>.

Specific to equity, data gathered through metrics will be disaggregated by demographics that will help to understand where more targeted efforts need to be made.

When it comes to collecting and tracking output and outcome data, if the grantees do not already have a platform identified, **PsychData** is a strong option for consideration.

- How do you approach designing a budget for your projects? What is your proposed budget, staffing plan, and expected resources needed for provision of the services that you have proposed?

We itemize the personnel needed to complete each task, we compute total time used in the past and estimate time needed for the work needed. Invoicing occurs based only on time used, and time unused in unbilled. The engagement costs of this proposal are outlined in the table below based on the proposed work plan and timeline, and in alignment with the SOW. The costs associated with consulting services are invoiced in ¼ hour increments. ER uses a blended hourly rate for the proposed work plan for the project team members. Blended hourly rates are calculated based on salary, fringes, benefits, and operating expenses as standard to the industry with our **government non-profit entity discount of 10%** already applied. Software, instruments, and licenses needed for this project are owned and operated by Elite Research.

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<sup>11</sup> Smith, M. G., Witte, M., Rocha, S., & Basner, M. (2019). Effectiveness of incentives and follow-up on increasing survey response rates and participation in field studies. *BMC Medical Research Methodology*, 19(1), 1–13.

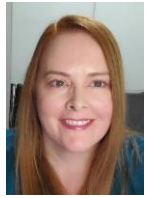
<sup>12</sup> Yu, S., Alper, H. E., Nguyen, A. M., Brackbill, R. M., Turner, L., Walker, D. J., ... & Zweig, K. C. (2017). The effectiveness of a monetary incentive offer on survey response rates and response completeness in a longitudinal study. *BMC Medical Research Methodology*, 17(1), 1–9.

<sup>13</sup> Iacus, S. M., King, G., & Porro, G. (2012). Causal inference without balance checking: Coarsened exact matching. *Political Analysis*, 20(1), 1–24. <https://doi.org/10.1093/pan/mpr013>

<sup>14</sup> Stuart, E. A. (2010). Matching methods for causal inference: A review and a look forward. *Statistical Science: A Review Journal of the Institute of Mathematical Statistics*, 25(1), 1–21. <https://doi.org/10.1214/09-STS313>

The proposed cost of the work plan is based on the project team’s hourly work toward the outlined phases. Communication and meetings are included in each phase. Each table may be modified with approval by both parties for potential change in scope of work. It does not contain costs for participant incentives, additional subject matter experts, travel, or other expenses, should any be identified and approved during the project. See Section III for the budget details.

## Team Profiles



### RENÉ PAULSON

President and Senior Statistician  
[rpaulson@eliteresearch.com](mailto:rpaulson@eliteresearch.com)  
(972) 538-1374

## BIOGRAPHY

Dr. Rene Paulson is the Founder, President, and Senior Statistician of Elite Research and Founder of Divergent Web Solutions. Her main goal in the development of both companies was to provide scientific and technical support to institutions seeking collaborative expertise across academic business functions including research and evaluation, program design, marketing and advertising, informational systems and technologies, operations and strategic planning, and finance. With a doctorate and master’s in experimental psychology from Texas Christian University, her personal research has been dedicated to attitude and behavioral change in relation to minority groups and women in STEM. Dr. Paulson has led the inception, strategic planning, implementation and staffing of the first research design and analysis center in Texas State institutions. She has sat on the boards for strategic planning, quality enhancement and improvement, and advancement and opportunity for various academic entities. She is exceptional at the evaluative process and hold a Six Sigma Black Belt in optimization. Her psychological background is a foundation for the way that she leads teams and motivates and propels her staff and colleagues. She has published her work in optimization, change management, research design, and evaluation for over 20 years.

## EDUCATION

Ph.D. Honorary, Community Leadership, Franklin University, 2015  
Ph.D. Experimental Psychology, Texas Christian University, 2004  
M.S. Experimental Psychology, Texas Christian University, 2001  
B.S. Psychology, Ohio University, 1999

## EXPERTISE

- Creativity in reviewing external and internal factors that are the bases for current or future strategies
- In-depth knowledge of performance measurement and corrective action
- Managing complex research projects and working with diverse internal and external teams to achieve project aims within a specified timeline
- Designing effective research and evaluation strategies
- High performer capable of leading exceptional team under tough deadlines to meet key deliverables and expectations
- Translating large amounts of data into succinct reports with evidence-based actionable items
- In-depth knowledge of rigorous research methods that align with unique needs of each project
- Creating tools and solutions for process optimization and presentation
- Multi-tasker, with strong organization ability; planning, project, and people management

## RELEVANT EXPERIENCE

Elite Research, LLC

- Direct team of consultants
- Research design and statistics



- Clinical protocols & program evaluations
- Evaluation of institutional and organizational effectiveness
- Factors for strategic development and implementation
- Optimization of data file management
- Training and capacity building
- Verification of statistical approaches
- Analyze data, manuscript preparation for grants, industry, and individual research
- Small and large group training seminars
- Organization-wide consulting

#### Divergent Web Solutions

- Direct technical teams from project inception to maintenance
- Develop long and short-term strategies for growth
- Develop and manage budgets for marketing, operations, and technology
- Recruit, manage, and develop personnel to support business growth
- Develop a culture of success and employee satisfaction
- Directs solutions to functional and technical problems
- Directs the work of project staff that design, develop, and test programs and information systems

#### Texas Woman's University

- Consult on research design and statistics for grant and faculty research
- Advise on data file management
- Training of statistical software
- Verification of statistical approaches
- Advise on manuscript and grant preparation
- Evaluation of institutional effectiveness
- Teaching, statistical programming packages, statistics primer, grant proposal development

## RELEVANT PROJECT SUMMARIES

- **Horizon Health.** Support the client with job description and salary structure for current and future staff of their Health Informatics team focused on research, statistics, and database management. Due to the unique nature of the type of staff employed on this team, a new designation of structured descriptions of job tasks and skills need to be defined to better attract and retain appropriate applicants. Allocating the current and future staff into a customized matrix of skill base will allow assessment of needs and training priorities for the overall team.
- **Fairbanks, LLC.** Compared two sample methodology results, random and segmented to show the impact on Medicaid services and state level school services reimbursements as well as reviewed historical data from at least two quarters and other background information regarding parameters, sampling information, and typical data patterns. Dr. Paulson also prepared a simulated data set, conduct simulation analysis for each method, compare the results, and create a justification report including the results, appropriate theory and references justifying the recommended current sampling approach.
- **Teacher Retirement System of Texas.** As part of their service evaluation, TRS contracted ER in early 2020 for their annual Membership Satisfaction Survey. This survey reviews member engagement of health, social, and economic variables, and products. Dr. Paulson supplied the data management, analysis, graph and chart creation, report, facilitated stakeholder meetings and board presentations. She also developed customized survey instruments with online and CATI data collection, visualization, as well as process optimization for multiple years.
- **Community Impact.** Assisted in documenting the prevalence of interpersonal violence and PTSD among income-assisted men and women living in priority and nonpriority neighborhoods of Toronto and testing the validity of a theoretical model that highlights the process by which neighborhood status and gender intersect to influence violence exposure, resource availability/accessibility, and development/persistence of PTSD, as well as to identify the foundation factors and root causes for sustainable change at various points in the community system.

- **Health and Education Alliance of Louisiana.** Provided routine training and capacity building to the HEAL team and their community partners, as well as developed logic models, evaluation plans, provided analysis, and evaluated whether HEAL programs are having a significant effect on student outcomes in these schools over a three-year time period. This project was conducted in conjunction with the program implementation team to provide reporting for the HEAL organization’s NOLA project effectiveness and development of CQI based on data informed decisions, as well as build tools for long-term analysis structure, coding, data preparation and other processes. The results of this 3-year assessment and capacity building significantly increased the funding and reach to the program, eventually resulting in standard screening practices in the NOLA school system.
- **Racial Equity Group.** Works with REG on collective efforts for clients in assessments to inform leadership of employee competency levels, data collection gaps, and opportunities to modify policies and practices to advance equity and become equity focused institutions. In this work, Dr. Paulson provides analytical support of the data (both primary and secondary) for action planning and implementation of change guidelines on DEI practices and policies to assess organizational pipeline, including development of performance indicators. Dr. Paulson conducts the sampling frame, survey tool setup, dissemination of link to respondents, data collection, performance analysis, and reporting/implementation. This helps to inform modifications and suggested opportunities to both current and future strategy for impact.
- **United Religions Initiative.** Conduct mixed methods impact assessment to explore the purpose of its interfaith cooperation model (Cooperation Circles), to understand if it is effective, relevant, impactful, and sustainable, and whether it is successfully adapting to the changing contexts and needs of its members. The impact assessment and capacity building will play a critical role in making data-informed decisions regarding planning, resources, challenges and gaps, goals, and future activity prioritization.
- **Lurie Children’s Hospital.** A multicenter study needs processed, uniform communication, and collaboration to create standard procedures to track goals/milestones, training and recruitment, to manage site communications and resource alignment. Dr. Paulson supports Lurie Children’s Hospital as an extension of their administrative team, focusing on system development of a 33-site study in administrative support in managing sites: communications, invoicing and payments for subcontracts, tracking training, trial participant recruitment and timelines.

## RELEVANT PUBLICATIONS

McFarlane, J., Maddoux, J., **Paulson, R.**, Symes, L., & Jouriles, E. N. (2020). An evidence-based assessment tool for estimating future post-traumatic stress disorder: A 7-year follow-up study. *Journal of Women’s Health*, 29(4), 520–523. <https://doi.org/10.1089/jwh.2019.7699>

Jouriles, E. N., McFarlane, J., Vu, N. L., Maddoux, J., Rosenfield, D., Symes, L., Fredland, N., & **Paulson, R.** (2018). Mother’s posttraumatic stress and child adjustment problems in families seeking services for intimate partner violence. *Journal of Consulting and Clinical Psychology*, 86(7), 604–614. <https://doi.org/10.1037/ccp0000318>

McFarlane, J., Karmallani, R., Khuwaja, H. M. A., Gulzar, S., Somani, R., Ali, T. S., Somani, Y. H., Bhamani, S., Krone, R. D., **Paulson, R. M.**, Muhammad, A., & Jewkes, R. (2017). Preventing peer violence against children: Methods and baseline data of a cluster randomized controlled trial in Pakistan. *Global Health: Science and Practice*, 5(1), 115–137. <https://doi.org/10.9745/GHSP-D-16-00215>

McFarlane, J., Pennings, J., Symes, L., Maddoux, J., & **Paulson, R.** (2016). Predicting abused women with children who return to the abuser: Development of a rapid assessment triage tool. *Violence Against Women*, 22(2), 189–205. <https://doi.org/10.1177/1077801215599843>

Fredland, N., McFarlane, J., Symes, L., Maddoux, J., Pennings, J. **Paulson, R.**, Binder, B., & Gilroy, H. (2016). Modeling the intergenerational impact of partner abuse on maternal and child function at 24 months post outreach: Implications for practice and policy. *Nursing Outlook*, *64*(2), 156–169. <https://doi.org/10.1016/j.outlook.2015.10.005>

Fredland, N., McFarlane, J. Gilroy, H., Nava, A., **Paulson, R.**, & Pennings, J. (2015). Connecting partner violence to poor functioning for women and children: Modeling intergenerational outcomes. *Journal of Family Violence*, *30*(5), 555–566. <https://doi.org/10.1007/s10896-015-9702-1>

Maddoux, J. A., Liu, F., Symes, L., McFarlane, J., **Paulson, R.**, Binder, B., Fredland, N., Nava, A., & Gilroy, H. (2015). Partner abuse of mothers compromises children’s behavioral functioning through maternal mental health dysfunction: Analysis of 300 mother-child pairs. *Research in Nursing & Health*, *39*(2), 87–95. <https://doi.org/10.1002/nur.21708>

McFarlane, J., Pennings, J., Liu, F., Gilroy, H., Nava, A., Maddoux, J. A., Montalvo-Liendo, N., & **Paulson, R.** (2015). Predicting abused women with children who return to a shelter: Development and use of a rapid assessment triage tool. *Violence against Women*, *22*(2), 189-205. <https://doi.org/10.1177/1077801215599843>

Pennings, J., McFarlane, J., **Paulson, R.**, Fredland, N., Binder, Br., Koci, A., & Montalvo, N. (2015). Predicting behavioral dysfunctions of youth living in violent homes: A rapid assessment triage tool. *Journal of Applied Research on Children*, *6*(1).

Hipolito, E., Samuels-Dennis, J., Shanmuganandapala, B., Maddoux, J., **Paulson, R.**, Saugh, D., & Carnaha, B. (2014). Trauma-informed care: Accounting for the interconnected role of spirituality and empowerment in mental health promotion. *Journal of Spirituality in Mental Health*, *16*(3), 193–217. <https://doi.org/10.1080/19349637.2014.925368>

Koci, A. F., McFarlane, J., Cesario, S., Symes, L., Liu, F., Montalvo-Liendo, N., Bianchi, A., Nava, A., Gilroy, H., Zahed, H., & **Paulson, R.**, (2014). Women’s functioning following an intervention for partner violence: New knowledge for clinical practice from a seven year study. *Issues in Mental Health Nursing*, *35*(10). <https://doi.org/10.3109/01612840.2014.901450>

Maziarz, M., Preisendanz, S., Sherrard, M., **Paulson, R.**, Imrhan, V., Prasad, Ch., Juma, S., & Vijayagopal, P. (2014). High-amylose maize resistant starch 2 favorably influences body composition in healthy overweight adults [Abstract]. *The FASEB Journal*. [https://doi.org/abs/10.1096/fasebj.28.1\\_supplement.641.4](https://doi.org/abs/10.1096/fasebj.28.1_supplement.641.4)

Small, R., Tiernan, C., Kwon, Y., **Paulson, R. M.**, Imrhan, V., Prasad, C., Vijayagopal, P., & Juma, S. (2014). Age-associated effect of freeze-dried grape powder on inflammatory markers and physical activity in adults with knee osteoarthritis [Abstract]. *The FASEB Journal*. [https://doi.org/abs/10.1096/fasebj.28.1\\_supplement.1025.8](https://doi.org/abs/10.1096/fasebj.28.1_supplement.1025.8)

McFarlane, J., Symes, L., Binder, B., Maddoux, J., & **Paulson, R.** (2014). Maternal-child dyads of functioning: The intergenerational impact of violence against women on children. *Maternal and Child Health Journal*, *18*(4), 2236–2243. <https://doi.org/10.1007/s10995-014-1473-4>

McFarlane, J., Nava, A., Gilroy, H., **Paulson, R.**, & Maddoux, J. (2012). Testing two global models to prevent violence against women and children: Methods and policy implications for a seven year prospective study. *Issues in Mental Health Nursing*, *33*(12), 871–881. <https://doi.org/10.3109/01612840.2012.731135>

## TECHNICAL CAPABILITIES

Research Skills: Evaluation Design, Data Collection Procedures, Publication and Report Dissemination, Presentation of Findings, Interviewing Skills, Focus Group Moderation Experience, Qualitative Coding and Theme Building Analysis, Statistical Analysis, Data Processing, Data Visualization, Machine Learning (Regression, Classification, Clustering), Deep Learning (CNN, RNN), Time Series Forecasting

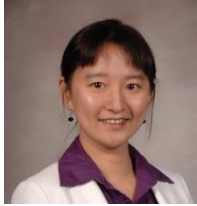
Statistical Skills: Bivariate Statistics (crosstabs, t-tests, correlations, ANOVA, and MANOVA), Multivariate Statistics (linear, logistic, ordinal, multinomial, Poisson, Negative binomial, Probit, Tobit, and GLM), Time Series Forecasting, Hierarchical Linear Modelling (HLM), Structural Equation Modelling (SEM), Factor Analysis, Power Analysis, Missing Replacement Techniques, Bayesian Techniques

Software Proficiencies: MS Office Suite, Six Sigma, Trello, Java 8, Adobe Suite, Prezi, Oracle, Google Suite, Web Browsers, Photoshop, FileZilla, Notepad++, Dropbox, R/RStudio, SPSS, MySQL, Microsoft SQL Server, Microsoft Access, Google Ads & Analytics, Moz, Google Keyword Planner, Social Media Platforms

## PROFESSIONAL AFFILIATIONS

American Statistical Association  
Search Engine Marketing Professionals Organization  
International Mathematical Optimization Society  
Association for Women in Mathematics

Regional Educational Laboratories Southwest  
Psi Chi, National Honor Society in Psychology  
Society for Personality and Social Psychology  
Southwestern Psychological Association  
Society for the Scientific Study of Religion



## WANYI WANG

Biostatistician  
[wwang@eliteresearch.com](mailto:wwang@eliteresearch.com)  
(972) 538-1374

### BIOGRAPHY

Dr. Wang received her PhD in Exercise Science and MS in Statistics and Data Science from University of Texas at Austin. Dr. Wang specializes in grant proposal consultation, research design, and analysis. She has strong experience in research design, especially in the areas of biomedical and health sciences. She is also experienced in proposal development, sample size determination, data analysis, and manuscript preparation, as well as extensive knowledge of advanced statistical methods, including regression, structural equation modeling (SEM), and mixed models. She is fluent in SPSS, Amos, GraphPad Prism, and MedCalc, and experienced in R, SAS, Stata, and Tableau. Dr. Wang also provides workshops for grant development, research design, and statistical software, such as SPSS. Dr. Wang's personal research interest focuses on public health, nutritional supplementation, and exercise metabolism. Her most recent research about carbohydrate and protein supplementations on mTOR signaling pathways post resistance exercise was published in PlosOne. Currently and over the past several years she has worked in Health Science on the design and statistical analysis, and published several more articles.

### EDUCATION

Ph.D. Exercise Science with Interdisciplinary Program of Nutrition & Pharmacy, University of Texas - Austin, 2016

M.S. Statistics and Data Sciences, University of Texas – Austin, 2016

M.S. Exercise Science, University of Texas – Austin, 2011

B.S. Experimental Medicine, Peking University Health Science Center, 2008

### EXPERTISE

- Capable of leading high performing research teams under tough deadlines to meet expectations of client/program needs
- Creating tools and solutions for data visual presentation
- In-depth knowledge of statistical techniques and modeling
- Profound experiences in building machine learning models for prediction and actionable insights
- Creativity and forethought in solving complex project issues
- Multi-tasker, with strong organization ability, planning and project management

### RELEVANT EXPERIENCE

#### Elite Research, LLC

- Research Design and Statistics
- Training of Statistical Methods and Software
- Grant Writing, Review and Preparation
- Manuscript Preparation
- Statistical Analysis

#### Texas Woman's University

- Consultation on Research Design for Faculty Research
- Guidance on Data Preparation and Analysis for Student Projects
- Survey Development Support
- Grant Review
- Training and Workshop of Software, Statistics, and Grant
- Manuscript Preparation and Review

The University of Texas at Austin

- Experimental Design
- Bench Work on Animal and Human Study
- Performing Phlebotomy and Assisting Muscle Biopsy on Participants
- Statistical Analysis and Manuscript Preparation

## RECENT PROJECT SUMMARIES

- **Lurie Children's Hospital.** Submission of the investigators new drug application and U01 and award for an asthma treatment in toddlers and infants through NIAID. IND strategy, forms, application support included additional publications and analysis. Coordination of documentation and technical written preparation of the Investigational Plan/Brocure, protocols, chemistry, manufacturing and control information, and previous human experience was collected and reported.
- **SUNY Upstate Medical University.** Examining the immune responses in human subjects to determine response to symptoms for a specific virus over the course of a 28-day collection with analysis coding, output, figures and lay terms for data. Hierarchical cluster analysis with heatmap and correlation matrices for mediator grouping which shared similar change trends in dosing. Relationship comparison between mediators with clinical symptom identification. The mediators' correlations were examined by viral load.
- **University of Arlington – Grant Academy.** Office of Grants and Contracts contracted ER to support and oversight of sponsored projects by offering a 26-week program to build grantseeking skills, strategic approach to grant funding, and provide professional development in research focus and trajectory across the institution for multidisciplinary proposals.
- **Texas Woman's University.** As a Senior Statistician/Biostatistician for the Institute of Health Sciences in Houston, through the Research and Sponsored Programs Office, provides research design, grant preparation and post-award evaluation, and advanced statistical analysis.

## RELEVANT PUBLICATIONS

Tagoe CE, **Wang W**, Barbour KE. Association of the anti-thyroid peroxidase antibody with chronic hand pain in older adults in the Third National Health and Nutrition Examination Survey: a cross-sectional study. *Ther Adv Musculoskelet Dis.* 2023, 4(13) 15:1759720X231154984. doi: 10.1177/1759720X231154984. PMID: 37063458; PMCID: PMC10102935.

Brito-Silva Francilia de K., **Wang W**, Moore Carolyn E., Warren Cynthia, Mikentinas D., Tucker W., and Davis, Kathleen E. College Campus Food Pantry Program Evaluation: What Barriers Do Students Face to Access On-Campus Food Pantries? *Nutrients.* 2022, 14(14), 2807. <https://doi.org/10.3390/nu14142807>

Prajapati Miteshri, Unruh Deborah, **Wang W**, Dave J, Castro A. College Students' Experience Utilizing a Food Scholarship program During the COVID-19 Pandemic. *Current Developments in Nutrition.* 2022, 6(Supplement\_1)223-223. <https://doi.org/10.1093/cdn/nzac048.037>.

Tagoe CE, **Wang W**, Wang S, Barbour KE. Association of anti-thyroid antibodies with radiographic knee osteoarthritis and chondrocalcinosis: a NHANES III study. *Ther Adv Musculoskelet Disord.* 2021;4(13):1759720X211035199. doi:10.1177/1759720X211035199. PMID: 34394750; PMCID: PMC8358581

Hay CC, Pappadis MR, Sander AM, Weller SC, **Wang W**, Reistetter TA. (2021) Important-performance analysis to conceptualize goal priorities in community dwelling stroke survivors. *Top Stroke Rehabil.* 2021;19:1-11. doi:10.1080/10749357.2021.1928838. Epub ahead of print.

Shani P, Raeesi K, Walter E, Lewis K, **Wang W**, Cohen L, Yeh GY, Lengacher CA, Wayne PM. (2021) Qigong mind-body program for caregivers of cancer patients: design of a pilot three-arm randomized clinical trial. *Pilot Feasibility Stud.* 2021;7(1):73. doi:10.1186/s40814-021-00793-4



Du X, Muniz A, Sissons J, **Wang W**, Juma S. Consumer acceptance of egg white partially substituted with mushrooms and mushroom–egg white flavor pairing. *Food Sci Nutr*. 2021;9(3):1410-1421. doi:10.1002/fsn3.2105

Smith TM, **Wang W**. Comparison of a standard computer-assisted cognitive training program to a music enhanced program: A mixed methods study. *Cancer Rep*. 2021;4(2):e1325. doi:10.1002/cnr2.1325

Alexis TD, Unruh D, **Wang W**, et al. Implementation of a food scholarship program improves nutrient intake and dietary quality of college students. *J Am Coll Health*. 2020;1-8.

Moore CE, Davis KE, **Wang W**. Low food security present on college campuses despite high nutrition literacy. *J Hunger Environ Nutr*. 2020. doi:10.1080/19320248.2020.1790460

Xu T, **Wang W**, Du J. An integrative review of patients' experience in the medical tourism. *Inquiry: J Health Care Organ, Provision, and Financing*. 2020;57. doi:10.1177/0046958020926762

Tilley DS, **Wang W**, Kolodetsky A, Yeatts P. Factor analysis of the administrator-research campus climate collaborative (ARC3) survey. *Health Educ Behav*. 2020;47(1):54S-69S. doi:10.1177/1090198120911613

**Wang W**, Hsieh P, Farrar RP, Ivy JL. Co-ingestion of carbohydrate and whey protein induces muscle strength and myofibrillar protein accretion without a requirement of satellite cell activation. *Curr Res Physiol*. 2020;2:12-21. doi:10.1016/j.crphys.2020.02.001

Zhu S, Zhao D, Li, C Li Q, Jiang W, Liu Q, Wang R, Fazli L, Li Y, Zhang L, Yi Y, Meng Q, **Wang W**, Wang G, Zhang M, Zu X, Zhao W, Deng T, Yu J, Dong X, Chen K, Cao Q. BMI1 is directly regulated by androgen receptor to promote castration-resistance in prostate cancer. *Oncogene*. 2020;39(1):17-29. doi:10.1038/s41388-019-0966-4

Patterson MA, Fong JN, Maiya M, Kung S, Sarkissian A, Nashef N, **Wang W**. Chilled potatoes decrease postprandial glucose, insulin, and glucose-dependent insulinotropic peptide compared to boiled potatoes in females with elevated fasting glucose and insulin. *Nutrients*. 2019;11(9):2066. doi:10.3390/nu11092066

Du C, Smith A, Avalos M, South S, Crabtree K, **Wang W**, Kwon YH, Vijayagopal P, Juma S. Blueberries improve pain, gait performance, and inflammation in individuals with symptomatic knee osteoarthritis. *Nutrients*. 2019;11(2):290. doi:10.3390/nu11020290

Kelley CP, Miller LA, Morrel EC, **Wang W**. Predictive abilities of balance confidence and fear of falling measures on falls in polio survivors. *Phys Occup Ther Geriatr*. 2019;37(1):16-31. doi:10.1080/02703181.2019.1610542

Patterson M, **Wang W**, Ortiz A. Dietary and physical activity measurements that predict total energy expenditure in U.S. adults aged 50-74. *J Aging Phys Activity*. 2018;26(4):561-569.

**Wang W**, Ding Z, Solares GJ, Choi SM, Wang B, Yoon A, Farrar RP, Ivy JL. Co-ingestion of carbohydrate and whey protein increases fasted rates of muscle protein synthesis immediately after resistance exercise in rats. *PLoS One*. 2017;12(3):e0173809. doi:10.1371/journal.pone.0173809

**Wang W**, Choi RH, Solares GJ, Tseng HM, Ding Z, Kim K, Ivy JL. L-alanylglutamine inhibits signaling proteins that activate protein degradation, but does not affect proteins that activate protein synthesis after an acute resistance exercise. *Amino Acids*. 2015;47(7):1389-98. doi:10.1007/s00726-015-1972-7

Wang B, Ding Z, **Wang W**, Hwang J, Liao Y-H, Ivy JL. The effect of an amino acid beverage on glucose response and glycogen replenishment after strenuous exercise. *Eur J Appl Physiol*. 2015;115(6):1283-94. doi:10.1007/s00421-015-3098-8

Doerner PG 3rd, Liao YH, Ding Z, **Wang W**, Ivy JL, Bernard JR. Chromium chloride increases insulin-stimulated glucose uptake in the perfused rat hindlimb. *Acta Physiol*. 2014;212(3):205-13. doi:10.1111/apha.12375

Wu J, Wang C, Li S, Li S, **Wang W**, Li J, Chi Y, Yang H, Kong X, Zhou Y, Dong C, Wang F, Xu A, Yang J, Gustafsson JA, Guan Y. Thrsp promotes hepatic lipogenesis, and its expression is regulated by LXR $\alpha$  through an SREBP1c-dependent mechanism. *J Hepatol*. 2013;58(2):617-28. doi:10.1002/hep.26272

Bernard JR, Liao YH, Doerner PG 3rd, Ding Z, Hsieh M, **Wang W**, Nelson JL, Ivy JL. An amino acid mixture enhances insulin-stimulated glucose uptake and GLUT4 translocation in perfused rodent hindlimb muscle. *J Appl Physiol*. 2012;113(1):97-104. doi:10.1152/jappphysiol.01484.2011

## TECHNICAL CAPABILITIES

Research Skills: Exercise Science, Statistics, Data Science, Grant Proposals, Research Design, Analysis, Biomedical and Health Sciences, Sample Size Determination, Manuscript Preparation, Structural Equation Modeling, Mixed Models

Statistical Skills: Statistical Skills: Bivariate Statistics (crosstabs, t-tests, correlations, ANOVA, and MANOVA), Multivariate Statistics (linear, logistic, ordinal, multinomial, Poisson, Negative binomial, Probit, Tobit, and GLM), Time Series Forecasting, Hierarchical Linear Modelling (HLM), Structural Equation Modelling (SEM), Factor Analysis, Power Analysis, Missing Replacement Techniques, Bayesian Techniques

Software Proficiencies: Python (Numpy, Pandas, Matplotlib, Seaborn, Scipy, StatsModels, Scikit-Learn, Tensorflow, Keras, Beautiful Soup, Selenium), R (Dplyr, data.table, Ggplot2, Caret), Microsoft, Tableau, Jupyter Notebook, Flask, GCP, AWS, SQL, Spark, NLTK, NLP, Linux, Github, A/B testing, Java, Dropbox, Trello, SPSS





## Jacquelyn Stephens

Research & Statistical Consultant  
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972-538-1374

### BIOGRAPHY

Dr. Stephens received her PhD in Human Development & Social Policy from Northwestern University. She has strong experience in research design, protocol development, and optimizing interdisciplinary teams for research. She is fluent in SPSS, Excel, and R used for statistical analysis and data visualization, and is well published in her field. Dr. Stephens personal research specializes in how people can live longer, healthier, and happier lives. Specifically, her research emphasizes the links between stress, emotional processes, and health and well-being. Her work also considers the influence of close relationships (i.e., romantic relationships, friendships, parent-child dyads) on mental and physical health across the lifespan.

### EDUCATION

Ph.D. Human Development and Social Policy, Northwestern University, 2022  
M.A. Human Development and Social Policy, Northwestern University, 2019  
B.A. in Psychology, DePauw University, cum laude, 2014

### EXPERTISE

- Experience in designing research studies, including longitudinal randomized controlled trials (RCTs), and collaborating with interdisciplinary research teams.
- Proficiency in conducting data analysis using statistical software such as SPSS, R, and Excel. Ability to analyze and interpret research data for grants, industry reports, and presentations.
- Skill in visualizing data using software like R and Excel, to create clear and meaningful representations for reports, grants, and presentations.
- Demonstrated ability to work effectively with cross-functional teams and interdisciplinary research teams to design and implement research studies.
- Experience in writing and collaborating on peer-reviewed publications in top Psychology journals, demonstrating proficiency in academic writing.
- Specialization in stress, health, and well-being research, with a focus on adolescents and older adults.
- Proficient in analyzing research data, identifying key insights, and drawing meaningful conclusions.
- Experience delivering effective presentations to diverse stakeholders, including conference presentations and communicating research findings to various audiences.
- Ability to identify research problems, propose innovative solutions, and adapt research methodologies as needed.

### RELEVANT EXPERIENCE

#### Senior Research Associate

- Collaborate with cross-functional teams to design and implement research studies, including evaluating the impact of health and well-being programs for older adults
- Conduct data analysis and visualization using SPSS for industry reports and presentations
- Communicate study findings to through conference presentations, peer-reviewed publications, and blog posts

#### Postdoctoral Research Fellow

- Design and implement research studies, including evaluating the impact of digital longitudinal randomized controlled trials (RCTs), on stress, health, and well-being in clinical populations
- Conduct data analysis and visualization using R, SPSS, & Excel for grants and presentations
- Communicate key insights to diverse stakeholders through presentations and peer-reviewed publications

#### Graduate Student Researcher

- Designed research studies and analyzed data from 5+ studies on stress, health, and well-being, collaborating with interdisciplinary research teams
- Wrote and collaborated on 15+ conference presentations and 6 peer-reviewed publications in academic journals

## RELEVANT PROJECT SUMMARIES

- **Feinberg School of Medicine, Northwestern University.** Evaluation of a plant-based school food program in a public charter school setting, focusing on physical and mental health outcomes. Assisted with developing long-term research plan, creating developmentally-appropriate measures, and disseminating findings through presentations at several conferences.
- **Northwestern University.** Implementation of an ethnic-racial identity program for first-year students in three high schools. Led collection of cognitive performance measures over 3-year grant cycle, spanning technical documentation, training, and collaboration on academic publications.
- **Institute of Aging.** As Senior Research Associate, evaluates impact of community programming on older adults' health and well-being and conducts advanced statistical analysis for reports, presentations, and publications.

## RELEVANT PUBLICATIONS

Collier Villaume, S., **Stephens, J.E.**, Craske, M.G., Zinbarg, R.E., Adam, E.K. (In Press). Sleep, daily affect, and risk for major depression: Day-to-day and prospective associations in late adolescence and early adulthood. *Journal of Adolescent Health*.

Meier, T., **Stephens, J.E.**, & Haase, C.M. (In Press). Changes in emotion regulation across the life span. In A.C. Samson, D. Sander & U. Kramer (Eds.), *Change in Emotion and Mental Health*.

Meier, T., **Stephens, J. E.**, Haase, C.M. (In Press). Emotion regulation in romantic relationships. In J.J. Gross, & B. Ford (Eds.), *Handbook of Emotion Regulation*, 3rd ed. The Guilford Press.

Rodosky, S.E., **Stephens, J.E.**, Hittner, E.F., Rompilla, D.B., Jr, Mittal, V.A., & Haase, C.M. (2023). Facial expressions in adolescent-parent interactions and mental health: A proof-of-concept study. *Emotion*.

**Stephens, J. E.**, Rompilla, D. B., Jr., Hittner, E. F., Mittal, V.A., & Haase, C. M. (2022). Executive Functioning & Non-Target Emotions in Late Life. *Emotion*.

**Stephens, J. E.**, Hittner, E.F., Haase, C.M. (2021). Emotion regulation in couples across the lifespan. In D. Dukes, A. Samson, & E. Walle (Eds.), *The Oxford Handbook of Emotional Development*. Oxford University Press.

Rompilla, D. B., Jr., **Stephens, J. E.**, Hittner, E. F., Mittal, V.A., & Haase, C. M. (2021). Can Emotion Regulation Enhance Cognitive Functioning? A laboratory-based study of older adults. *Emotion*.

Collier Villaume, S., **Stephens, J.E.**, Nwafor, E.E., Umaña-Taylor, A., & Adam, E.K. (2021). High parental education protects against changes in adolescent stress and mood early in the COVID-19 pandemic. *Journal of Adolescent Health*.

**Stephens, J. E.**, Kessler, C. L., Buss, C., Miller, G. E., Grobman, W. A., Keenan-Devlin, L., Borders, A.B., & Adam, E. K. (2021). Early and current life adversity: Past and present influences on maternal diurnal cortisol rhythms during pregnancy. *Developmental Psychobiology*.

Rompilla, D.B., Jr., Hittner, E.F., **Stephens, J.E.**, & Haase, C.M. (2021). Emotion regulation in the face of loss: How detachment, positive reappraisal, and acceptance shape experiences, physiology, and perceptions in late life. *Emotion*.

Hittner, E.F., **Stephens, J.E.**, Turiano, N.A., Gertorf, D., Lachman, M.E., & Haase, C.M. (2020). Positive affect predicts less memory decline: Evidence from a 9-year longitudinal study of mid- and late life. *Psychological Science*.

## TECHNICAL CAPABILITIES/CERTIFICATIONS

Research Skills: Linear Regression, Mediation & Moderation, Longitudinal Analyses, Multilevel Modeling, Means Comparisons (t-tests, ANOVA, MANOVA)

Software Proficiencies: SPSS, R, Excel, DropBox, Microsoft Office & Teams, Qualtrics, RedCap

Certifications: Kellogg School of Management Certificate in Management for Scientists, Certificate in Social Science Computing, Certificate in Society, Biology, & Health



## SEN ZHU

Senior Research Analyst  
[szhu@eliteresearch.com](mailto:szhu@eliteresearch.com)  
(972) 538-1374

## BIOGRAPHY

Dr. Sen Zhu is a Senior Research Analyst for Elite Research where he directs and conducts advanced statistical techniques to project consultation, design, data visualization, statistical analysis, and write up. His dual doctoral work in Pathophysiology from Peking University and Jining Medical University gives him unique understanding in the fields of bioinformatics and medical research, but his statistical knowledge and experience expand into areas of data visualization and presentation, data mining and statistical analysis, and business intelligence and strategy. With more than ten years of experience in the field of data science, Dr. Zhu is proficient in using statistical and machine learning tools to deliver data-driven insights.

## EDUCATION

Ph.D. Pathophysiology, Peking University, 2011  
M.D. Jining Medical University, 2006

## EXPERTISE

- Capable of leading high performing research teams under tough deadlines to meet expectations of client/program needs
- Creating tools and solutions for data visual presentation
- In-depth knowledge of statistical techniques and modeling
- Profound experiences in building machine learning models for prediction and actionable insights
- Creativity and forethought in solving complex project issues
- Multi-tasker, with strong organization ability, planning and project management

## RELEVANT EXPERIENCE

### Elite Research, LLC

- Project consultation and design
- Junior analyst training
- Statistical analysis, research design
- Table making and statistical write up
- Manuscript and report preparation

### Techlent

- Design research plans for data gathering and analysis
- Extract actionable insights from complex datasets using data mining, statistics, and database techniques
- Build predictive models and machine-learning algorithms
- Present information using data visualization techniques

### Houston Methodist Research Institute

- Perform scientific research in the area of cardiovascular disease and cancer
- Design study, perform experiments and collect data
- Perform bioinformatics analysis on genomic and clinical data
- Present the findings in the form of presentations and publications

## RECENT PROJECT SUMMARIES

- **SUNY Upstate Medical University.** Examining the immune responses in human subjects to determine response to symptoms for a specific virus over the course of a 28-day collection with analysis coding, output, figures and lay terms for data. Hierarchical cluster analysis with heatmap and correlation matrices for mediator grouping which shared similar change trends in dosing. Relationship comparison

between mediators with clinical symptom identification. The mediators' correlations were examined by viral load.

- **Teacher Retirement System of Texas.** TRS contracted ER for their annual Membership Satisfaction Survey. This survey reviews member engagement of health, social, and economic variables, and products. Dr. Zhu supplied the data management, analysis, graph and chart creation, report, facilitated stakeholder meetings and board presentations. He also developed customized survey instruments with online and CATI data collection, visualization, as well as process optimization for multiple years.
- **Oklahoma Association for Problematic and Compulsive Gaming.** Conducting a statewide needs assessment study in OAPCG regarding the behavioral and rehabilitative needs of the residents. ER's sampling frame of the state produced respondents that mirrored the U.S. Census data for the state. Dr. Zhu cleaned and prepared the data, conducted primary and secondary data analysis, prepared draft and final reporting, strategic planning, visualization, facilitated stakeholder meetings and presentations for OAPCG and the Oklahoma Department of Mental Health and Substance Abuse Services.
- **Racial Equity Group.** Works with REG on collective efforts for clients in assessments to inform leadership of employee competency levels, data collection gaps, and opportunities to modify policies and practices to advance equity and become equity-focused institutions. Dr. Zhu provides analytical support of the data (both primary and secondary) for action planning and implementation of change guidelines on DEI practices and policies to assess organizational pipeline, including development of performance indicators. Dr. Zhu conducts the sampling frame, survey tool setup, dissemination of link to respondents, data collection, performance analysis, and reporting/implementation. This helps to inform modifications and suggested opportunities to both current and future strategy for impact.
- **Goldspring Consulting.** Satisfaction survey analysis over 13 years of responses. Provided multivariate analysis of data to provide actionable insights to their customer's benchmarks with recommended amount of change on identified variables that impact outcomes; and identify thought leadership insights through dashboard analytics. Data visualization, reporting and presentation of findings.
- **Horizon Health.** Support the client with job description and salary structure for current and future staff of their Health Informatics team focused on research, statistics, and database management. Due to the unique nature of the type of staff employed on this team, a new designation of structured descriptions of job tasks and skills need to be defined to better attract and retain appropriate applicants. Allocating the current and future staff into a customized matrix of skill base will allow assessment of needs and training priorities for the overall team.

## PUBLICATIONS

**Zhu, S.,** Zhao, D., Li, C., Li, Q., Jiang, W., Liu, Q., Wang, R., Fazli, L., Li, Y., Zhang, L., Yi, Y., Meng, Q., Wang, W., Wang, G., Zhang, M., Zu, X., Zhao, W., Deng, T., Yu, J., Dong, X., Chen, K., & Cao, Q. (2019). BMI1 is directly regulated by androgen receptor to promotes castration-resistance in prostate cancer. *Oncogene*, 39, 17–29. <https://doi.org/10.1038/s41388-019-0966-4>

**Zhu, S.,** Zhao, D., Yan, L., Jiang, W., Kim, J.-S., Gu, B., Liu, Q., Wang, R., Xia, B., Zhao, J. C., Song, G., Mi, W., Wang, R.-F., Shi, X., Lam, H.-M., Dong, X., Yu, J., Chen, K., & Cao, Q. (2018). BMI1 regulates androgen receptor in prostate cancer independently of the polycomb repressive complex 1. *Nature Communications*, 9(1), 500. <https://doi.org/10.1038/s41467-018-02863-3>

**Sen Zhu,** Rakeshwar S. Guleria, Candice M. Thomas, Amanda Roth, FNU Gerilechaogetu, Rajesh Kumar, David E. Dostal, Kenneth M. Baker, Jing Pan. Loss of Cardiac Retinoic Acid Receptor  $\alpha$  (RAR $\alpha$ ) Promotes Diastolic Heart Failure with Preserved Left Ventricular Ejection Fraction in Adult Mice. *Journal of Molecular and Cellular Cardiology*. 2016 Oct; 99:100-112.

Pan, J., Guleria, R. S., **Zhu, S.**, & Baker, K. M. (2014). Molecular mechanisms of retinoid receptors in diabetes-induced cardiac remodeling. *Journal of Clinical Medicine*, 3(2), 566–594.  
<https://doi.org/10.3390/jcm3020566>

**Zhu, S.**, Rui Xue, R., Zhao, P., Fan, F.-L., Kong, X., Zheng, S., Han, Q., Zhu, Y., Wang, N., Yang, J., & Guan, Y. (2011). Targeted disruption of the prostaglandin E2 E-prostanoid 2 receptor exacerbates vascular neointima formation in mice. *Arteriosclerosis, Thrombosis, and Vascular Biology*, 31(8), 1739–1747.  
<https://doi.org/10.1161/ATVBAHA.111.226142>

Fan, F.-L., **Zhu, S.**, Chen, L.-H., Zou, Y.-L., Fan, L.-H., Kang, J.-H., Ma, A.-Q., & Guan, Y. (2010). Role of prostaglandin E and its receptors in the process of ductus arteriosus maturation and functional closure in the rabbit. *Clinical and Experimental Pharmacology & Physiology*, 37(5–6), 574–580.  
<https://doi.org/10.1111/j.1440-1681.2010.05354.x>

Fan, F., Ma, A., Guan, Y., Huo, J., Hu, Z., Tian, H., Chen, L., **Zhu, S.**, & Fan, L. (2009). Effect of PGE2 on DA tone by EP4 modulating Kv channels with different oxygen tension between preterm and term. *International Journal of Cardiology*, 147(1), 58–65. <https://doi.org/10.1016/j.ijcard.2009.07.045>

**Zhu, S.**, Yang, J., & Guan, Y. (2009). The latest progress in study of type 2 (EP2) and type 4 (EP4) of Eprostanoid (EP) receptors. *Clinical Medical Engineering*, 7, 55–58.

Wang, W., **Zhu, S.**, Yang, J., & Guan, Y. (2009). Association of resistin with obesity with type 2 diabetes. *Progress in Physiological Sciences*, 40, 157–160.

Li, J., **Zhu, S.**, Zhang, Y., Chi, Y, Tang, J. G., & Yang, J. (2009). Human leptin dimerization during refolding is predominantly mediated by Cys 146-Cys 146 intermolecular disulfide bond. *Chinese Journal of Biochemistry and Molecular Biology*, 25(4), 333–338.

## TECHNICAL CAPABILITIES

Research Skills: Biostatistics, Biological Research, Study Design, Statistical Analysis, Data Processing, Data Visualization, Data Mining, Feature Engineering, Machine Learning (Regression, Classification, Clustering), Deep Learning (CNN, RNN), Time Series Forecasting

Statistical Skills: Statistical Skills: Bivariate Statistics (crosstabs, t-tests, correlations, ANOVA, and MANOVA), Multivariate Statistics (linear, logistic, ordinal, multinomial, Poisson, Negative binomial, Probit, Tobit, and GLM), Time Series Forecasting, Hierarchical Linear Modelling (HLM), Structural Equation Modelling (SEM), Factor Analysis, Power Analysis, Missing Replacement Techniques, Bayesian Techniques

Software Proficiencies: Python (Numpy, Pandas, Matplotlib, Seaborn, Scipy, StatsModels, Scikit-Learn, Tensorflow, Keras, Beautiful Soup, Selenium), R (Dplyr, data.table, Ggplot2, Caret), Microsoft, Tableau, Jupyter Notebook, Flask, GCP, AWS, SQL, Spark, NLTK, NLP, Linux, Github, A/B testing, Java, Dropbox, Trello, SPSS





## ARMINDA CHANDLER

Research & Evaluation Consultant  
[achandler@eliteresearch.com](mailto:achandler@eliteresearch.com)  
(972) 538-1374

### BIOGRAPHY

Arminda (Mindy) Chandler is a Research & Evaluation Consultant for Elite Research where she directs evaluation efforts for domestic and international programs. She has extensive experience working with clients' varying evaluation and data collection needs, and brings successful grant funding experience from foundation, state, and federal levels. With her master's in Education and Human Development from George Washington University, Mindy brings culturally-competent expertise in nonprofit program design, evaluation, and project management to help a strengthened strategic planning process. She works with leaders, researchers, and practitioners in the nonprofit and philanthropic world to design strong long-term designs through the development of theories of change and logic models, and then identifying appropriate outcomes, indicators, and measures. Having served as a third party evaluator for federal grants, she has proven to have an eye for detail, to ask insightful questions, discern key lessons, make valuable recommendations, and have the ability to deliver on key deliverables.

### EDUCATION

M.A. Education & Human Development, George Washington University, 2004  
B.S. Human Environmental Science, Oklahoma State University, 2002

### EXPERTISE

- Capable of leading high performing teams under tough deadlines to meet expectations of client/program needs
- Multi-tasker, with strong organization ability, planning and project management
- Federal, state, and foundation grant development
- Logic model development and tying it to planning and evaluation
- International data collection
- Instrument development and methodological protocols
- In-depth knowledge of social media marketing platforms

### RELEVANT EXPERIENCE

#### Elite Research, LLC

- Survey and instrumentation creation or modification
- Online survey data collection
- Analyze data for grants, industry, and individual research
- Small and large group training seminars
- Manuscript and grant preparation
- Program and grant evaluations
- Consult on research design and evaluation for nonprofits

#### Texas Woman's University

- Consult on evaluation design and analysis for grant and faculty research
- Program evaluation
- Grant evaluation
- Conduct trainings & workshops for grant evaluation

#### OneHope, Inc

- Consult on research design & integration
- Advise on data file management
- Analyze data, manuscript preparation
- Direct team of multiple project coordinators

- Conduct independent and group film products and multi-project management (international)
- Strategic planning & implementation
- Development and implementation of team protocols
- Budget preparation & management

#### Metadigm Group, LLC

- Direct team of multiple research managers
- Conduct independent and group research and multi-project management (international)
- Development of research methodology, design, and analysis
- Strategic planning & implementation
- Development and implementation of team & nonprofit protocols
- Budget preparation & management

## RELEVANT PROJECT EXAMPLES

- **United Religions Initiative.** Conduct mixed methods impact assessment to explore the purpose of its interfaith cooperation model (Cooperation Circles), to understand if it is effective, relevant, impactful, and sustainable, and whether it is successfully adapting to the changing contexts and needs of its members. The impact assessment and capacity building will play a critical role in making data-informed decisions regarding planning, resources, challenges and gaps, goals, and future activity prioritization.
- **Parkland Center for Clinical Innovation.** Conducted an evaluation of a funded program that seeks to address social determinants of health for vulnerable populations in north Texas to develop a meaningful understanding of the experiences of individuals who have interacted with the program, including patients, social workers, and program staff members using mixed methods. Ms. Chandler designed the qualitative methodology, and all qualitative data collection instruments, while incorporating client feedback. Qualitative results were integrated with quantitative results collected by the organization to provide a better understanding of the research objective.
- **Community Impact.** Assisted in documenting the prevalence of interpersonal violence and PTSD among income-assisted men and women living in priority and nonpriority neighborhoods of Toronto and testing the validity of a theoretical model that highlights the process by which neighborhood status and gender intersect to influence violence exposure, resource availability/accessibility, and development/persistence of PTSD, as well as to identify the foundation factors and root causes for sustainable change at various points in the community system.
- **Texas Woman’s University.** Developed the program logic models, help design the programs, build out appropriate outcomes and evaluations, data governance, data gathering, conduct external evaluation, and provide technical assistance to TWU-awarded grants to help close the nation’s STEM skills gap and increase the number in, and diversity of, the talent pipeline through innovative and collaborative inter- and intra- institutional efforts using a multi-intervention approach to increase retention and graduation in STEM majors.

## TECHNICAL CAPABILITIES

Research Skills: Evaluation Design, Data Collection Procedures, Publication and Report Dissemination, Presentation of Findings, Interviewing Skills, Focus Group Moderation Experience, Qualitative Coding, Theme Building Analysis

Software Proficiencies: MS Office Suite, Dropbox, Trello, Microsoft Excel





## CHELSEA LEONARD

Project Manager  
Data Collection/Training  
[cleonard@eliteresearch.com](mailto:cleonard@eliteresearch.com)  
(972) 538-1374

### BIOGRAPHY

Chelsea Leonard is the Project Manager for Elite Research where she directs daily operations for a consulting team with solution focused functional and technical problems. She has held roles within the organization in business optimization and program management. She often is tasked with designing systems and processes for increased impact, efficiency, quality improvement and cost reduction. As Chelsea is working towards her master's in Social Justice and Human Rights from Arizona State University, she continues to be passionate about utilizing social science research methods to provide broad solutions to communities. Chelsea also specializes in interviewing as a means of gathering data from individuals but is skilled in participant observations and case study review. This allows her expertise to shine when training in data collection techniques.

### EDUCATION

M.A. Social Justice and Human Rights, Arizona State University, start May 2022  
B.S. Integrative Studies, University of North Texas, 2019  
A.A. General Studies, Associates of Arts, San Jacinto College, 2016

### EXPERTISE

- Communication with internal and external partners
- Creating tools and solutions for visual presentation
- Mixed methods data collection
- Proposal development
- Creativity and forethought in complex project issues
- Multi-tasker, with strong organizational ability and attention to detail, project management

### RELEVANT EXPERIENCE

#### Elite Research, LLC

- Focus group moderation, coordination, record keeping
- Structuring interviews and reports
- Organizing and managing schedules for staff, managers, and leadership
- Creating reports for managers and leadership
- Attend meetings and create notes and messages

#### Parkland Center for Clinical innovation

- Qualitative data collection of patients social workers, and program staff
- Taking notes and coding
- Maintaining collection schedules and updates
- Coordinating transcriptions
- Training interviewers on techniques

#### North Central University, Garduno Collection

- Setting up online survey platform
- Interviewing participants
- Coordinating partner panelists

### Every Village (Monitoring and Evaluation System)

- Conducting focus group discussions
- Stakeholder communication
- Planning and organizing participants
- Reporting and documentation

## RELEVANT PROJECT SUMMARIES

- **Every Village.** Monitoring and evaluation framework and tool being developed for Every Village, to be used across South Sudan. This process included focus groups with various levels of leadership stakeholders both in-county and at their international headquarters. Much time was spent developing an aligned theory of change and logic models for their people, water, and radio programs. Special sensitivity given to the process due to civic and tribal strife.
- **United Religions Initiative.** Business optimization and program management and designed systems and processes for increased impact, efficiency, quality improvement and cost reduction. The impact assessment and capacity building Ms. Leonard oversaw will play a critical role in making data-informed decisions regarding planning, resources, challenges and gaps, goals, and future activity prioritization.
- **Community Action Agency.** Business optimization and program management and designed systems and processes for increased impact, efficiency, quality improvement and cost reduction. Ms. Leonard also conducted a community needs assessment through interviews and focus groups to serve as a guide in planning and developing the next strategic plan and provision of services aimed at self-sufficiency, education, and support in Jackson, Lenawee, and Hillsdale Counties to low-income residents.
- **Crescendo Education Group.** For school districts in Texas and other states, a teacher professional development organization, the CEG, is working with ER to develop processes and tools for district-wide school data collection on standardized tests and grading. The evaluation of their equitable grading program involves collection planning and strategy, data management with database development, data preparation, analysis, and reporting. Project management expertise was applied by Ms. Leonard due to the scale-up of the total school collection and analysis requirements, milestones within phases capture key components and rigorous reporting was implemented to build optimization for this project.
- **SAGE USA.** The purpose of this project was to conduct focus groups with 3 segments (rural, TGNCNB, BIPOC users) of its SAGECents app users in order to assess their user experience (UX) with the app as well as commonalities or intersections among the groups so that specific needs may be addressed. SAGE also wanted to gather information on how respondents from these segments first discovered both SAGE and SAGECents, where they receive what they perceive as trusted information, and additional information that might inform culturally appropriate outreach strategies for these groups.

## TECHNICAL CAPABILITIES

Research Skills: Data Collection Procedures, Publication and Report Dissemination, Presentation, Interviewing Skills, Focus Group Moderation, Qualitative Coding, Theme Building Analysis

Software Proficiencies: SPSS, ATLAS.ti, Symphony, NVivo, MAXQDA, Dedoose, HTML, QuestBack, SurveyMonkey, Qualtrics, Panopto, Canvas, Trello, MS Office Suite, Windows, Joomla!, QuickBooks, Dropbox, Basecamp

## PROFESSIONAL AFFILIATIONS

Qualitative Research Consultants Association



## PETE GACKENBACH

Research Analyst

[pgackenbach@eliteresearch.com](mailto:pgackenbach@eliteresearch.com)

(972) 538-1374

## BIOGRAPHY

Pete Gackenbach is a Research Analyst where he serves Elite Research senior consultants by cleaning data in a variety of software packages, preparing data by assessing invalid data, missing data and basic assumptions testing, coding analysis syntax, and writing technical reports on research findings. He is often the most directly involved with the data on a micro level trained to identify critical decision points for senior research consultants. He empowers the research consultant team to present key findings and decision points to clients to ensure maximum return and accuracy on research aims and methodology. He has extensive prior experience working in monitoring and evaluation outcomes-based research for international and cross-cultural nonprofit work. With his degree in aerospace engineering from the University of Maryland, Pete has served as a project manager in more than 20 countries providing methodology design, evaluation oversight, and research training in the field.

## EDUCATION

B.S. Aerospace Engineering, University of Maryland, 2005

## EXPERTISE

- Data cleaning, preparation, and analysis in a variety of statistical software packages and programs
- Technical writing for bivariate and multivariate statistical analysis
- Project management and training for cross-cultural/multicultural monitoring and evaluation projects
- Data analytic support services for senior research analysts
- Qualitative and quantitative research experience in over 30 countries

## RELEVANT EXPERIENCE

### Elite Research, LLC

- Perform data cleaning and analysis tasks for report writing and presentation
- Identify data issues requiring advanced insight from research consultants and clients
- Assist research teams in supportive roles for large multiyear grants and projects
- Ensure necessary assumptions and validity of datasets required for particular analysis tests
- Combine data and cultural insights for nonprofits to optimize information for maximum impact

### Metrix Research

- Designed, validated, and conducted reliability testing for quantitative research instruments to measure outcomes.
- Coached organizations on conducting monitoring and evaluation projects internally and externally
- Facilitated focus group trainings and lead focus group research for partner organizations
- Conducted literature reviews for instrument design.
- Created data entry templates with dashboard results displayed to automate analysis for international nonprofit organizations.

### OneHope

- Created pointed action-oriented research reports based on quantitative findings for executive level leaders.
- Traveled to 30+ countries to train local staff on research methodology to measure impact and outcomes for nonprofit work.
- Analyzed datasets for local and international partners for practical levels of outreach services and executive level management decision makers.

### AchieveAbility/Haddington Cobbs Creek CDC

- Community organizer providing supportive and social services to primarily single parents and housing insecure families.
- Served as neighborhood advisory coordinator providing city services and benefits to individuals
- Implemented neighborhood surveys to fulfill grant requirements and better serve target audience
- Taught math and computer skills courses to single-parent high school drop-outs preparing for college enrollment

## RELEVANT PROJECT SUMMARIES

- **Racial Equity Group.** Works with REG on collective efforts for clients in assessments to inform leadership of employee competency levels, data collection gaps, and opportunities to modify policies and practices to advance equity and become equity focused institutions. In this work, Mr. Gackebach provides collection support of the data (both primary and secondary) for action planning and implementation of change guidelines on DEI practices and policies to assess organizational pipeline, including development of performance indicators.
- **Teacher Retirement System.** Annual analysis of membership satisfaction survey for both retirees and current members. Data collection, longitudinal analysis for trend identification, visualization reporting, and stakeholder presentation. Developed customized survey instruments with online and CATI data collection, data management, analyses, visualization, and an annual report and board presentation, as well as process optimization for multiple years.
- **Horizon Health.** Support the client with job description and salary structure for current and future staff of their Health Informatics team focused on research, statistics, and database management. Due to the unique nature of the type of staff employed on this team, a new designation of structured descriptions of job tasks and skills need to be defined to better attract and retain appropriate applicants. Allocating the current and future staff into a customized matrix of skill base will allow assessment of needs and training priorities for the overall team.
- **Fairbanks, LLC.** Compared two sample methodology results, random and segmented to show the impact on Medicaid services and state level school services reimbursements as well as reviewed historical data from at least two quarters and other background information regarding parameters, sampling information, and typical data patterns. Mr. Gackebach worked with the team that prepared a simulated data set, conduct simulation analysis for each method, compare the results, and create a justification report including the results, appropriate theory and references justifying the recommended current sampling approach.

## TECHNICAL CAPABILITIES

Research Skills: Data Processing, Data Visualization, Data Mining, Machine Learning (Regression, Classification, Clustering), Deep Learning (CNN, RNN), Time Series Forecasting

Software Proficiencies: SPSS, STATA, VBA, C++, MATLAB, Mathematica, MS Office Suite, Dropbox, Trello, PhotoShop, HTML



## Brittany Baucom

Data Analyst  
[bbaucom@eliteresearch.com](mailto:bbaucom@eliteresearch.com)  
(972) 538-1374

## BIOGRAPHY

Brittany Baucom brings expertise in qualitative research projects, including project review, survey design, content analysis, and more. Brittney assists with coding, including Data analysis and visualization. She has experience in instrumentation, on-site data collection and analysis, research with at-risk populations, and research design. With her masters in Sociology from the University of Texas at Arlington and Masters of Social Work from the University of Texas at Arlington, Britney has extensive knowledge in Qualtrics, statistics and research/methodology. Baucom’s role will be providing data collection and analysis assistance, and aid in coordination of collection in support of accuracy and efficiency.

## EDUCATION

M.A. Sociology, The University of Texas at Arlington, 2023  
MSW Social Work, University of Texas at Arlington, 2023  
B.A. Sociology, The University of Texas at Arlington, 2020

## EXPERTISE

- Problem-solving: possesses strong problem-solving skills, allowing me to effectively analyze complex issues, identify root causes, and develop innovative solutions.
- Survey design: With expertise in survey design, skilled at crafting well-structured and comprehensive surveys that collect accurate and relevant data for research or evaluation purposes.
- SPSS: Proficient in using SPSS (Statistical Package for the Social Sciences)
- Data analysis: strong background in data analysis, including quantitative and qualitative methods, enabling her to interpret and derive meaningful insights from complex data sets.
- Qualtrics: experienced in using Qualtrics, a popular survey research platform, to design and administer surveys, collect data, and perform basic analysis.
- Social Work: With a background in social work, possesses a deep understanding of social issues, community dynamics, and ethical considerations, enabling her to approach research and analysis from a holistic perspective.
- Research: has extensive experience in conducting research, including literature reviews, hypothesis formulation, data collection, and report writing, utilizing both qualitative and quantitative methodologies.
- Statistics: Proficient in statistical analysis, can apply a range of statistical techniques to analyze data, interpret findings, and draw valid conclusions, providing a solid foundation for evidence-based decision-making.

## RELEVANT EXPERIENCE

### Elite Research, LLC

- Organizing several large projects and their resources
- Coaching consultants through project strategy, implementation, and organization
- Liaison between consultants to clients and management
- Organizing team resources and increasing team collaboration

### Graduate Teaching Assistant

- UTA- Sociology Department - Arlington, TX

- August 2020 to May 2023
- Reported 30 students' grades on assignments each semester within an average of 5 days. · Facilitated 15 classroom discussions in methodology and statistics.
- Advised 20 students with course-specific inquiries.
- Completed 3 semesters of statistics as a teaching assistant.

#### Research Intern

- LVT Rise - Fort Worth, TX
- January 2022 to May 2022
- Assisted in special projects by researching grant opportunities and selecting the top 5 best matches for the company.
- Revamped the company's HR policies by adding 3 new procedures related to diversity and inclusion.
- Abided by company policy while creating 10 new volunteer and employee roles for LVT Rise.

#### Initiative Intern

- Covid-19 UTA - Arlington, TX
- August 2020 to May 2021
- Advocated for 80 students in need during the pandemic.
- Designed 30 strengths-based action plans for those in need.
- Communicated with field instructors regarding breaches of 2 ethics.
- Conducted outreach initiatives by reaching out to a designated caseload of students to provide relevant support services to students.

## TECHNICAL CAPABILITIES

Research Skills: Data Collection Procedures, Publication and Report Dissemination, Presentation, Interviewing Skills, Focus Group Moderation, Qualitative Coding, Theme Building Analysis

Software Proficiencies: SPSS, ATLAS.ti, Symphony, NVivo, MAXQDA, Dedoose, HTML, QuestBack, SurveyMonkey, Qualtrics, Panopto, Canvas, Trello, MS Office Suite, Windows, Joomla!, QuickBooks, Dropbox, Basecamp



## Elite Research Services

Elite Research views itself as a support structure for its clients. We work to develop a customized package of services to meet the client's specific need. In some cases, it means evaluation & research design, data collection, analysis, and report writing, while at other times, it is providing a specific service the client cannot do themselves for any specified reason (time, resource, or lack of expertise). The following are some of the services Elite Research finds may be valuable to HCPH's need for evaluation, statistical analysis & research services.

### **Capacity Building**

Capacity building is not a one-time effort to improve short-term effectiveness, but a continuous improvement strategy toward the creation of a sustainable and effective organization. By this definition, capacity building is an investment and strengthening of an organization's ability to fulfill its mission. It is a commitment to continual improvement. In the realm in which Elite Research works, capacity building means helping organizations fill in the gaps they have in terms of skills and tools to use data to make decisions, improve program design, enhance service delivery, and strengthen their impact and advocacy efforts. We are intentional in the initial planning and preparatory stage to understand what current capacities are, where growth is desired, and building a plan to meet those needs.

### **Community Engagement Planning**

The success of any public programming is dependent on stakeholder participation. Community engagement requires equitable and inclusive methods of outreach to ensure that every community member feels welcome, safe, and encouraged to participate. Effective community engagement will produce sustainable, long-lasting programs and establish trust between leaders and the community. Planning a community engagement is a key process to define and prioritize what actions are implemented for improving the engagement by considering community's diversity and potential barriers. One of the most common community engagement tools is Mobilizing for Action through Planning and Partnerships (MAPP)<sup>15</sup> that is a framework for community health improvement planning at the local levels. Elite Research is well-versed in DEI (Diversity, Equity, and Inclusion) and trauma-sensitive approaches which has allowed for us to act as the bridge between leaders and community members – to ensure that both parties are heard and a collaborative strategy is developed for addressing the community's needs.

### **Literature & Systematic Reviews**

Elite Research has had substantial experience in planning and developing literature and systematic reviews, in addition to conducting meta-analyses for a variety of different project types, particularly with a specific focus in educational outcomes and behavioral sciences. We support researchers in not only reviewing their literature review for appropriateness to the topic, but also identifying those resources in publication databases. For systematic reviews and meta-analyses, we support researchers by identifying potential sources to be included in the review and analysis, coding of the study components, and the qualitative and quantitative analysis and presentation needs.

### **Survey Development**

Once the research planning phase is completed, existing surveys are reviewed for development opportunities on the topics and criteria needed for evaluation. These surveys are used in different collection methods. Collaborative survey development is involved specifically in classroom observation as they feed into the evaluation system. Advanced logic features are used to collect staff and employee feedback, student and parent experiences, and overall community engagements. The selection of criteria and tools for the survey will allow for ease in the development of self-assessment for professional development, interviews with students, etc. that

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<sup>15</sup> <https://www.cdc.gov/publichealthgateway/cha/assessment.html>; <https://ctb.ku.edu/en/table-of-contents/overview/models-for-community-health-and-development/mapp/main>; <https://www.cdc.gov/publichealthgateway/cha/index.html>

are used to report on key competencies. The services provided will utilize a participatory approach in order to promote diversity and inclusivity in the research process itself. Leadership and employees will help guide the methods and questions that are most appropriate to the needs and people of YTWOC. By including stakeholders at every level, employees feel a sense of self-agency and buy-in into the process itself and the cultural appropriateness and feasibility of the research is enhanced. Elite Research the client to identify the needed representation and at what levels in the process they are involved.

Once surveys — often called instruments, questionnaires, or assessments — have been developed or modified, they are tested for reliability and validity and then piloted. Reliability and validity of survey assesses the questions within a survey by a subject matter expert and common errors, including double barreling, creating confusion or any leading questions. The second step in the validity process is pilot testing the survey a predetermined sample. After these tests have been conducted and modifications made to the instruments, survey collection take place. Survey collection should always follow a specified sampling plan and methodology.

Most surveys confine responses to a predetermined scale or option bank in order that researchers can test hypotheses and draw conclusions from collected responses. Surveys allow researchers to ask targeted questions to targeted demographics. Survey collection can provide a large amount of data very quickly with the right delivery and data collection method. Survey collection can be done in person, over the phone, or online.

Surveys are useful in evaluation, as they are an efficient way of collecting data from a smaller group of people in order to understand the effects of your program on the broader population, and thereby answer your research and evaluation questions. However, to do this, survey questions must be written carefully, and with analysis in mind. Our consultants help ensure that the data you collect through an adequate sample can be properly analyzed to address your organizational questions, whether it is through process, outcome, or impact designs.

Many benefits of online data collection methods have been outlined in the literature. Specifically, online data collection can be more cost effective, reach a wider audience than traditional data collection methods, increased response rate, and may results in higher quality of data collected. Furthermore, researchers have also noted that the increased anonymity offered by online survey collection may yield more truthful responses compared to face-to-face or phone interviews in which participants may respond in a pro-social or socially desirable manner out of fears of judgment<sup>16</sup>. Thus, the present project will include options for respondents to complete an online survey which is presented via email link or a telephone survey. Statistical comparisons will be made between the delivery methods. Demographic characteristics of the data will be monitored regularly for valid respondents and demographic makeup of the sample, as well as additional promotion of survey to target demographics. Announcements will target specific demographic groups for which more data is needed.

### **Survey Distribution & Collection Methods**

Data collection only comes after a series of important questions have been resolved in the planning and design phases. Typically, data collection comes in the form of interviews, focus groups, surveys, document review, or direct observation. Online surveys provide quick access to data. A survey is distributed via text message, email, or call to action button and data collection begins within minutes. Phone surveys may often lead to more insightful data collection as probing questions may be asked by interviewers. Address based or location-based interviewing lends a more personal approach and may further lead to insights. Challenges of reaching populations that do not have access to internet or email addresses occur in many rural communities. Address based collection may typically be used in technological insecure locations.

Our consultants have training and experience in data collection, including a variety of web-based software training for online survey administration, postal mail out with unique identifiers, as well as CATI phone interviews of structured and unstructured surveys. If additional respondent reach is needed, ER suggests identification of conduit used to connect with those that do not have access to email. If further collection is needed, ER will contract their collection partners for location-to-location collection. Elite Research has experience in collecting and organizing structured, semi-structured, and unstructured data to prepare them for analysis. Consultants check for valid respondents, ensuring quality assurance and control. Additionally, consultants can also create a data entry template and codebook with instructions to ensure the smoothest

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<sup>16</sup> Herrwegh, D. (21 August, 2007). Mode differences between face-to-face and web surveys: An experimental investigation of data quality and social desirability effects. *International Journal of Public Opinion Research*.



transition from data entry to data preparation. For projects that require archival, simulated, or secondary data, consultants work with clients to ensure they obtain the most useful data to address their study's goal.

Regardless of the type of data collection method used, each of the questions and structure must be designed with the end of analysis and insights in mind. All too often, methods and questions are selected that do not provide the analysis or type of results that were desired. Questions to consider before collecting data include:

- What questions do we need to answer with this evaluation? Which methods are most appropriate to these questions? Will they provide (the most) reliable and valid data?
- Who will use these the findings? Who will make decisions based on the findings? What kinds of data would make the most sense for them?
- Where would the data come from? Who would provide it? How much data do you need?
- What resources (time, staff, budget, etc.) are available for data collection (and analysis)? How are resources appropriated between data collection, analysis, and presentation of findings?
- When do the results need to be available to the key stakeholders (i.e., decision makers)?

Companies often overlook the aspect of survey distribution where many participants are interested in the results. Your distribution method can be used to inform participants of the option to receive reporting. A system like PsychData can easily connect your participants for follow-up or study debriefing.

*Sampling and Power.* There are two different sampling methodologies you can choose to implement: representative sampling and complete census. A ***complete census***'s intent is to target everyone in a population rather than sample a fraction of the population. In order for a census to be effective there needs to be a way to target the entire population for distribution of the survey, often via email. To achieve certainty of reliability and validity involves follow up and more tracking to ensure enough of the population takes the survey. With a census, the overall response rate becomes the key factor in determining the validity of the responses gathered. For most studies, it is impractical in terms of time, finances, and effort to collect data on every person in the target population. A ***representative sample*** allows the collected results to be generalized to a larger population by matching sample characteristics to the population. There are two ways to achieve a representative sample: ***probability sampling*** and ***purposive sampling***. In purposive sampling, controls are placed on the types of respondents chosen for the survey in terms of quotas and we specifically look for different types of people to make sure the sample is correctly balanced. Random sampling involves choosing participants from your target population at random minimizing potential sample bias. To be able to sample randomly you need to know details about your target population, such as the gender, ethnicity, age, business type, etc.

*Data Collection Protocol.* ER will design a specified data collection protocol that will cover all the basic elements of the data collection decision-making and processes. This protocol will be designed and distributed for feedback to YTWOC to ensure that it is in alignment with its objectives and processes for data collection. Elements of this protocol will include, but are not limited to:

- A brief justification for the project and team composition
- Research question(s)
- A description of the program/research methods, data collection protocols and scripts
- Study population and sampling techniques, implementation schedules for each project
- Descriptions of the instrumentation and data collection tools used to measure
- A detailed discussion of the data collection, validation, and storage processes

*Computer-Assisted Telephone Interviewing (CATI).* Telephone interviewing is a cost saver when components of the target population are widely dispersed geographically or when population densities are low. CATI is a telephone surveying technique in which the interviewer follows a script provided by a software application that is able to customize the flow of the questionnaire based on the answers provided, as well as information already known about the participant. CATI provides benefits for collecting phone interview data. Interviewers sit at a computer workstation as the software provides the customizable interview schedule and records completed interviews, refusals, out-of-service, and schedule callback times, telephone numbers across multiple stations. The computer continuously monitors the sample and interviewing process and automatically dials pre-loaded telephone numbers for the interviewers. Interview errors are reduced with standardized protocols in which the program prompts interviewers to follow.

Online Data Collection - PsychData. Many benefits of online data collection methods have been outlined in the literature. Specifically, online data collection can be more cost-effective, reach a wider audience than traditional data collection methods, increased response rate, and may result in a higher quality of data collected. Furthermore, researchers have also noted that the increased anonymity offered by online survey collection may yield more truthful responses compared to face-to-face or phone interviews in which participants may respond in a pro-social or socially desirable manner out of fears of judgment.<sup>17</sup> Thus, the present project will include options for respondents to complete an online survey which is presented via the email link or a telephone survey. The demographic characteristics of the data will be monitored regularly for valid respondents and demographic makeup of the sample, as well as additional promotion of survey to target demographics including district. Announcements will target specific districts for which more data is needed.

Mixed Methods. Elite Research consultants draw upon their expertise in both quantitative and qualitative research methods to conduct rigorous mixed methods research and analyses that are tailored to the objectives and needs of each project. Our consultants provide clear guidance on the contexts in which a mixed methods approach is most suitable, as well as on selecting the appropriate mixed methods research design that aligns with a project's aims. Consultants work with clients to design data collection instruments, determine sequence and timing of quantitative and qualitative data collection, and appropriate sampling. After applying sound analytic techniques to analyze and synthesize quantitative and qualitative data, consultants integrate results to provide a comprehensive understanding of the research context and questions answered.

## **Qualitative Services**

Qualitative Design. With the understanding that sampling populations are situated within a unique context in terms of culture, region, and other factors, each group will be evaluated individually and in-depth through qualitative methods. In addition to potential research questions proposed in the RFP and questions that address current practice, common barriers, and limitations to effectiveness results will inform additional areas of focus that are needed to understand current practices in the field. Such data collection can include focus groups, semi-structured and structured one-on-one interviews, and site visitation with a smaller sample will provide observational data and document analysis.

To optimize resources and time, as well as to accommodate COVID-19 social-distancing measures (if still a consideration at the time), data will be collected virtually through a web-based videoconferencing platform, with the exception of participants who receive site visits. All recorded data will be transcribed verbatim and uploaded into a computer-assisted qualitative analysis software such as NVivo or Dedoose for coding and analysis. Data will be analyzed through a thematic analysis approach.

Qualitative Data Collection. Elite Research qualitative consultants have training and experience in the design of sound qualitative data collection instruments, such as interview guides and focus group scripts, as well as in collecting data from observations, field notes, unstructured and semi-structured interviews, focus groups, as well as from relevant documents. Elite Research consultants are skilled at collecting robust, in-depth qualitative data by paying careful attention to the wording on data collection instruments and during interviewing/moderating that avoids assumptions or bias, as well as with the appropriate use of probing. Consultants are experienced in recording data using hand-written notes, video and audio recorders, and mobile applications. Elite Research consultants are skilled at preparing and analyzing multiple forms of qualitative data for analysis, including transcribing video and audio-recorded data, incorporating relevant documents, photographs, and artifacts, and coding and analyzing textual and visual data. Consultants are experienced in using a variety of coding techniques (e.g., descriptive, magnitude, in vivo, evaluation, values, etc.) to assist in the iterative coding process in order to answer a study's research questions. Consultants are also skilled in multiple computer-assisted qualitative data analysis software (CAQDAS) packages (including NVIVO, ATLAS.ti, MAXQDA, Dedoose, and Symphony) to aid in organization and visualization of data for analysis and presentation of results.

Elite Research recommends that the data be analyzed using the methods described above in order to keep the process focused on understanding best practices, as well as to leave openness to the concepts that emerge from the data.

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<sup>17</sup> Herrwegh, D. (21 August, 2007). Mode differences between face-to-face and web surveys: An experimental investigation of data quality and social desirability effects. *International Journal of Public Opinion Research*.

Qualitative Coding and Analysis. The qualitative data will be coded and analyzed thematically for main themes and sub-themes. Analyses will identify key themes that emerge across all groups and interviews as well as the unique issues that are noted for specific populations. Qualitative data will first be prepared for coding and analysis by creating full transcriptions of audio data from focus groups and interviews. If any focus groups were conducted in a language other than English, they will first be transcribed in the original language and then translated into English for analysis.

Transcribed focus group and interview data will include the following:

- Uploading all transcriptions into a computer-assisted qualitative analysis software, such as NVivo or Dedoose.
- Reading all transcribed data and applying appropriate codes to the data that summarize concepts that help answer the objective, which is to understand best practices. The objective will constantly be referred to throughout the coding and analysis process in order to keep the process focused on answering the objective.
- The coding process will include emergent coding, which involves codes that are developed from the data as they emerge as patterns during data analysis rather than imposing predetermined codes on the data prior to analysis.
- Review coded data and organize into major themes that help answer the project objectives.

Elite Research recommends that the data be analyzed using the methods described above in order to keep the process focused, as well as to leave openness to the concepts that emerge from the data. While differences will be noted where appropriate, analyses will focus on findings common across sample populations. Selected paraphrased quotes – without personal identifying information – will be presented in the narrative of the report to further illustrate key points.

Data Collection Protocol. ER will design a specified data collection protocol that will cover all the basic elements of the data collection decision-making and processes. This protocol will be designed and distributed for feedback to ensure that it is in alignment with its objectives and processes for data collection. Elements of this protocol will include, but are not limited to:

- A brief justification for the project and team composition
- Research question(s)
- A description of the program/research methods, data collection protocols and scripts
- Study population and sampling techniques
- Descriptions of the instrumentation and data collection tools used to measure
- Implementation schedules
- A detailed discussion of the data collection, validation, and storage processes

## **Statistical Consulting**

With regard to our specific experience in each of these areas, ER consultants have Masters and PhDs in related statistical fields and are experienced in a variety of software packages (including STATA, SPSS, SAS, MPlus, Smart PLS, WarpPLS, EViews, ARC GIS, and R Stats) enabling them to handle any statistical need. They are skilled in a variety of statistical methods, such as basic descriptive analyses, factor analyses, cluster analyses, multivariate analyses of variance, multiple regressions, logistic regressions, propensity score analyses, hierarchical linear modeling (HLM), meta-analyses, geo-spatial mapping, structural equation modeling (SEM), Q-sort analyses, machine learning, Bayesian methods, and more. Statistical consultants strive to not only present accurate results through our data analysis services, but also ensure that the client understands the techniques utilized. With every project, consultants explain and summarize the research findings in plain, everyday language. Throughout the course of any given project, the consultants at ER strive to be 100% transparent about our process, so that clients not only get findings to their research questions, but also begin to learn about the decision-making process that drives statistical analyses and reporting.

## **Benchmarking**

Benchmarking is an optional service that is the process of comparing business performance, such as products and services, to the industry best practices from other organizations in one or more aspects of their operations. Benchmarking helps to identify gaps in some aspects of an organization's process. This allows the organization

to adapt specific practices and strategies to bridge the gaps more efficiently. Therefore, benchmarking is a great tool for organizations to achieve a competitive advantage. Data visualization converts intricate raw data into easy-to-understand graphs to gain meaningful insights, it is critical for benchmarking. Tableau and Power BI are powerful visualization tools for benchmarking. To make it easy to see where clients stand, we compile data from hundreds of surveys and secondary data sources into a comprehensive benchmark report. Benchmarking this data can help you better understand how your data is tracking over time and how you can improve it.

Outcome evaluations do not all look the same. For organizations and researchers desiring strategic, diagnostic, and operational uses of their outcomes, scorecards are a useful tool. Elite Research works with their clients to develop appropriate instruments to assess desired outcomes, identify the appropriate factors associated with those outcomes, and then determine domains which produce scores for various categories. The data collected and analyzed from these instruments then produce domain scores, which function as a baseline as well as a diagnostic measure. The organization can immediately determine strategic approaches best fit for addressing the areas in need of improvement. Additional data collection at specific time intervals will reflect whether their efforts are working, allowing organizations the ability to monitor their progress towards their desired impact. ER has developed and evaluated programs in the education, non-profit, and community health industries.

### Needs Assessment

Elite Research has worked with clients to develop and implement needs assessments across specific populations in order to identify stakeholders, community needs, organizational priorities, and allocation of resources. From general process oversight through to direct implementation, consultants work with clients, depending on desire involvement level, to achieve their goals. Consultants help develop assessment measures, both quantitative (survey) and qualitative (focus groups and interviews) and provide the level of analysis that best suits the research goals.

### Advanced Analytics

Advanced analytics are the foundation for leveraging big data to discover deeper insights, make predictions, or generate recommendations. As such, they yield complex models using sophisticated techniques and tools such as data mining, machine learning, forecasting, visualization, simulation, and multivariate statistics.

If you want to make predictions about future events, you need *predictive analytics*. This type of analytics uses machine learning and data mining techniques to define likelihood of future trends and behaviors based on current and historical data. Organizations use predictive analysis to minimize risks, save costs, and increase competition. *Prescriptive analytics* aims for optimal recommendations, answering “What should be done?” This type of analytics, pulling together descriptive and predictive analytics, is widely used in business to identify the best options for a specific situation. Prescriptive analytics uses techniques such as simulation, algorithms, machine learning, graph analysis, and more.

There are numerous statistical methods, such as simple univariate analyses, multivariate analyses, factor analysis, cluster analysis, various types of regressions, hierarchical models, structural equation modeling, meta-analyses, and more. Choosing an appropriate statistical analysis is more important than selecting the most fancy and complicated statistical analysis.

Questions you must consider before conducting evaluation data analysis include, but not limited to:

- Where is the data located? Will you need to analyze from external sources as well?
- Do you need permission to access the data?
- What size is each data set?
- How familiar are you with each database?
- In what form is the data?
- Is each individual source complete and accurate?
- What do you need to do to clean the data (for inconsistencies or redundant values)?
- Do you need to convert the data before you can analyze it?
- Can you change the data in its original location, or do you need to move it to another location?
- If using different sources, how will you connect the data?
- Will your data model scale?
- Will you be able to later add data sources to your model and use it?



- Do you need summary tables to consolidate data for future analysis?
- Does your server have sufficient software and hardware to conduct the type of analysis you are seeking?

## Process Optimization

Several of the Elite Research consultants are certified in process optimization and project management techniques, such as Six Sigma, Lean and Agile Extreme. Elite Research consultants apply these techniques across numerous fields, not just manufacturing, to help reimagine, implement, and automate flexible, scalable, and accurate processes that will drive productivity and diminish overhead. Throughout the project, we will identify the process challenges and opportunities that are costing time, money, and resource wastage, and set a strategy in place to increase efficiency while maintaining accuracy. Specific documentation and code will also be included to implement these processes for long-term improvement.

## Strategic Planning

Strategic planning is an organization's process of defining its strategy, or direction, through clearly defined goals and objectives. The process results in a clear, succinct strategic plan, which is used to guide decisions on allocating its resources to pursue this strategy. Just as organizations need goals and strategies, the process of strategic planning must have goals and strategies requiring a tailored approach. This approach must take into consideration how organizations work and the ultimate change they seek to make in the world (their impact). Elite Research not only brings strategic planning experience, but also the added benefit of experience in planning, operationalizing, program design and evaluation of academic and philanthropic work. We understand the value of articulating outcomes and building a theory of change and/or logic model(s), and the necessary embedding of monitoring and evaluation processes that ensure organizations are moving in the right direction. This background helps us in our strategic planning sessions because we *start with the end goal in mind and understand the processes needed along that path*.

Determining where an organization needs to go depends on, in large part, where it finds itself today. In order to understand today, a situational assessment must take place. Elite Research proposes a qualitative approach to this assessment, whereby organizational leaders are asked to qualitatively respond to a series of questions (crafted by our content experts) through interviews. Findings from this assessment will help build a current profile for the organization with accurate, up-to-date data to inform the strategy sessions to follow.

Our proposed approach starts with refining the mission and key values. We need to start with the mission which states why your work is important and the key values that flow from it. Often, this step is actually one of the most challenging aspects for boards and key stakeholders to agree on. Our key facilitator is masterful at eliciting opinions and thoughts (even those in fledgling state), and then consolidating and distilling central ideals into focused themes. It is also our experience that agreement on idea/theme, and not exact wording, is critical to the successful momentum of group work; participants begin to feel tired and frustrated when too much time is spent on exact wording. We avoid this by ensuring that we understand the intention of the theme, and then we wordsmith outside of group work. From this, we move to strategic goal creation, followed by a self-reflective SWOT Analysis that allows participants to reflect on key questions whose responses are consolidated and used as the basis for discussions around the development of objectives. For organizations that do not have logic models, we help their teams develop these models that are aligned to the strategic goals and objectives of the sessions.

For the strategic planning process, Elite Research facilitators rely upon an Alignment Model, Gap Planning, and the Bryson Model framework. We say “loosely” because we borrow from all three as we go, and interweave processes that we have found to be most helpful to organizations – especially those that have social impact as a key outcome.

## Evaluation

Evaluation is a systematic method for collecting, analyzing, and using information to answer questions about a project, program, or policy. Essentially, evaluation determines the value of a collection of actions, and provides information to improve the project, program, or policy as it develops and progresses (formative) or evaluate the results and outcomes once it is complete (summative). Evaluations should be guided by logic models that help planners both appropriately plan the project or program, but also anticipate and evaluate the outcomes that are

intended as a result of the project or program activities. Quantitative, qualitative, or both (mixed methods) may be utilized to elicit evaluation data.

*Evaluation Design.* Evaluation is a critical element of business, nonprofit, academic, and medical/health services. While each may call it something different, the function is the same. Each industry “evaluates” whether processes are carried out as specified, how many were used, how the program performed, were targets met, etc. When change is the ultimate intended outcome, evaluation seeks to answer questions such as how well we are doing, what we say we are doing, are we actually making a difference in this community, what transformation has taken place with this group of people, etc. Elite Research works with clients to develop strong evaluation designs and plans, based on logic models that ensure data answers the evaluation questions. Data collection follows quantitative, qualitative, and mixed method protocols that will withstand academic scrutiny. Evaluation reports (and reporting in general) are tailored to the audience engaging with them.

*Program Evaluation.* Elite Research program evaluation consultants use both existing and collected data to determine the overall effectiveness of a project or program. In conducting program or project evaluations, consultants collaborate with clients to utilize a variety of research designs, drawing from both quantitative and qualitative methods; including experimental designs, quasi-experimental designs, descriptive or observational designs, cross-sectional designs, cohort or longitudinal designs, case studies, focus groups, in-depth interviews, and more. This process begins with planning meetings to determine overall evaluation goals, evaluation questions, analysis needed, logistics, socio-cultural considerations, and data collection limitations or challenges. Once this is done, a logic model is developed that maps out the resources needed, the strategies and activities that will be put into play (i.e., "the program"), the direct numerical results (outputs) from these activities, and the change that these actions will produce in the lives of the beneficiaries (outcomes). An evaluation plan is then developed that outlines how the outputs and outcomes will be measured, when they will be measured, and who will be responsible for measurement. Methodologies for these measurements, or assessments, are developed; when clients intend on collecting data themselves, training and coaching is provided. Finally, when the data is analyzed and ready for presentation, comprehensive evaluation reports are created that directly reflect the primary accomplishments of the program evaluation and answer the evaluation questions, along with providing lessons learned and recommendations for future programming.

*Third Party Evaluation.* With growing transparency and accountability measures and requirements, grantees are increasingly required to provide an independent, third-party evaluation of their work. Elite Research has experience in providing these services, even to high federal funding levels. Often times, Elite Research works with clients before proposal submission to create evaluation plans and are written into the grant itself as the contracted evaluator. Sometimes, the team is requested to join post award, and at other times, Elite Research is asked to either correct the work of a previous contractor or finish an evaluation project in which the original evaluator walked away. The preference is always to work with the grantee at the beginning, so that we can help build a strong plan.

## **Data Visualization**

Insight and solutions extracted from data do not end with statistical analysis. The results of statistical analyses need to be communicated in a way in which the broadest possible audience can easily understand them. We take pride in our ability to achieve this goal effectively and efficiently. Lengthy tables loaded with p-values and coefficients are bland and off-putting, whereas good data visualization can both demand attention and curiosity while easily delivering a complex message to the viewer. Whether it is a series of scatter plots or interactive visualization dashboards, we have a strong track record of providing the highest quality visualizations to our clients. Complexity for complexity's sake should never be the goal for visualization. If a simple bar graph communicates the intended message best, then we recommend that visualization. Far too often, flashiness is given precedent over interpretability. A great data visualization presents eye-catching aesthetics without sacrificing clarity. The consultants and developers at Elite Research have extensive experience using tools such as R, R shiny, ggplot2, D3.js, Python, Tableau, Power BI and many others to create illuminating static and interactive data visualizations following industry best practices and technological advancements in the field. We work with organizations to develop the most appropriate and effective visualization/dashboard plan, whether that is starting from scratch or integrating with the organizations existing visualization tools.

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REPORTER'S RECORD  
CAUSE NO. 2024-22320  
VOLUME 1 OF 1 VOLUME

STATE OF TEXAS ) IN THE DISTRICT COURT  
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vs. ) OF HARRIS COUNTY, TEXAS  
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HARRIS COUNTY, TEXAS, )  
HARRIS COUNTY COMMISSIONER )  
COURT, LINA HIDALGO, in her )  
official capacity as Harris )  
County Judge, RODNEY ELLIS, )  
in his official capacity as )  
Commissioner of Harris )  
County Precinct 1, ADRIAN )  
GARCIA, in his official )  
capacity as Commissioner of )  
Harris County Precinct 2, )  
TOM RAMSEY, in his official )  
capacity as Commissioner )  
of Harris County Precinct 3, )  
and LESLEY BRIONES, in her )  
official Capacity as )  
Commissioner of Harris )  
County Precinct 4, HARRIS )  
COUNTY PUBLIC HEALTH, BARBIE )  
ROBINSON, in her official )  
capacity as Executive )  
Director of Harris County )  
Public Health ) 165TH JUDICIAL DISTRICT

TEMPORARY INJUNCTION HEARING

On the 18th day of April, 2024, the following  
proceedings came on to be held in the above-entitled and  
numbered cause before the Honorable Ursula A. Hall,  
Judge Presiding, held in Houston, Harris County, Texas.

Proceedings reported by computerized stenotype  
machine.



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APPEARANCES

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*SBOT NO. 00796531*

*Will Wassdorf*  
*SBOT NO. 24103022*

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1 THE BAILIFF: All rise. The Honorable  
2 Ursula A. Hall presiding.

3 THE COURT: Thank you very much, Deputy.  
4 You may be seated, everyone.

5 Good morning and welcome to the 165th  
6 Civil District Court. To my left we have our lead  
7 clerk, Ms. Bristalyn Daniels, our court coordinator,  
8 Nicole Cummins, our deputy, Ms. Williams, and our court  
9 reporter, Mrs. Peggy Hershelman. If you wouldn't mind,  
10 please, we will begin with our appearances.

11 MR. FARRELL: I'm William Farrell here on  
12 behalf of the State of Texas, and this is my cocounsel,  
13 Will Wassdorf, also from for the State of Texas.

14 THE COURT: Good morning and welcome.

15 MR. WASSDORF: Good morning, Judge.

16 MR. FOMBONNE: Good morning, Judge.

17 Jonathan Fombonne for the Harris County Attorney's  
18 Office here for all defendants with my cocounsel Chris  
19 Garza, Neal Sarkar, and Eleanor Matheson.

20 THE COURT: Welcome, everyone. I  
21 understand there may be two witnesses on one side and  
22 one on the other; is that right?

23 MR. FARRELL: Yes, ma'am. I believe  
24 there's two witnesses that have been identified. I  
25 think the State of Texas is going to call both of them

1 in their case-in-chief. And then we have some other  
2 agreements as well. If it please the Court, we can  
3 discuss those as well.

4 THE COURT: Absolutely. Absolutely.

5 MR. FARRELL: We have agreed to waive kind  
6 of opening argument/opening statement so we can, in the  
7 interest of efficiency, get right down to witnesses. We  
8 have also exchanged exhibits, and there's no objections  
9 either way to the exhibits. So we thought it might be  
10 easier to just pre-admit them.

11 THE COURT: If you do not object to each  
12 other's exhibits, then they absolutely will be admitted.

13 MR. FOMBONNE: We do not.

14 THE COURT: Fantastic. Anything else?

15 MR. FOMBONNE: No, Your Honor.

16 THE COURT: All right. Whom shall I  
17 swear?

18 MR. FARRELL: Is Commissioner Ramsey here?  
19 The State would like to call Commissioner Tom Ramsey.

20 (Whereupon, the Court administers oath.)

21 THE COURT: Counsel, one moment. I assume  
22 that you will be projecting these exhibits from either  
23 laptops or ELMO or no? You will just be handing -- no  
24 problem.

25 MR. FARRELL: I did not have any

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1 intentions of projecting.

2 THE COURT: Okay. If you need the audio,  
3 let us know.

4 MR. FOMBONNE: We can -- if Your Honor  
5 would like --

6 THE COURT: No, no, whatever works for you  
7 works for me. All right. Pardon me.

8 TOM RAMSEY,  
9 having been first duly sworn, testified as follows:

10 DIRECT EXAMINATION

11 BY MR. FARRELL:

12 Q Would you introduce yourself, please, sir?

13 A My name is Tom Ramsey, Harris County  
14 Commissioner Precinct 3.

15 Q How long have you held that position?

16 A Since 2021. January, 2021.

17 Q And you're appearing here today pursuant to a  
18 subpoena that our office issued; is that correct?

19 A That is correct.

20 Q And you understand we are here today over  
21 issues surrounding the Uplift Harris guaranteed income  
22 program?

23 A I understand that.

24 Q Can you tell me just generally -- I will get  
25 into more specifics in a little bit, but can you

1 generally tell me what that program does?

2 A As I understand it, it's proposed to provide  
3 \$500 a month to 1800, 1900 families in Harris County as  
4 a way to supplement their income and provide additional  
5 resources for those families. That's what I understand  
6 it to be.

7 Q Do you have any concerns, from the county's  
8 perspective, regarding this program?

9 A Well, the reason I voted against it when it was  
10 presented to court had mostly to do with me -- in my  
11 experience in working with over 20 counties in Texas, 50  
12 cities in Texas, and really trying to understand what  
13 the -- what the program -- I had not really seen that in  
14 other places. That doesn't mean I have seen everything,  
15 but as an engineer who has worked in the area, worked  
16 in -- for different counties this seemed a bit unusual.

17 I know my father was a pastor for 60  
18 years, and he -- I remember many times people would pull  
19 up to his house in the evening. It might be a mother  
20 and father and three children in the backseat, and they  
21 would say they need money. My father would say, you  
22 know, we will go down to Brookshire Brothers and we will  
23 get some food and we will go to home relief or Texaco  
24 station and get some gas and we will provide housing at  
25 the Kings Inn, but we won't be giving money but we do

1 want to address the issues.

2           So that's, more or less, my perspective on  
3 this. If we have issues, we need to address those, not  
4 provide money, as I understand it, in an unrestricted  
5 fashion.

6           Q     Sir, do you have concerns with Harris County  
7 gifting -- giving money -- free money to individuals  
8 within the county?

9           A     I think it's the unrestricted nature of it. I  
10 think, as the program developed, it was described as  
11 being restricted to certain ZIP Codes. As I understand,  
12 those ZIP Codes did not include any underserved areas in  
13 Precinct 3. I found that odd, but, again, all those  
14 decisions in terms of what ZIP Codes and others, I  
15 wasn't in the room when those decisions were made.

16          Q     I will have some more questions on that in a  
17 minute. But do you know, under the program, how the  
18 payments are to be made?

19          A     I don't. I haven't -- I just know that it's  
20 \$500 a month. Whether that's in a card or whether  
21 that's in some other -- through their bank account, I'm  
22 not clear.

23          Q     Do you know if the recipients have to be  
24 permanent residents or U.S. citizens?

25          A     I don't know that. I know that there was an

1 executive session meeting where a discussion was to be  
2 had related to -- as I understand, that session related  
3 to how -- if any restrictions were associated. I chose  
4 not to go to that executive session.

5           Based on my experience working with cities  
6 and counties, I didn't think that was something that  
7 could be, should be discussed in an executive session.  
8 I would have thought that would have been discussed more  
9 in the open. So I don't know all of the background in  
10 terms of those discussions.

11       Q     Now, back to the -- to the areas that are being  
12 served by this program. My understanding is it is  
13 limited to ten ZIP Codes; is that correct?

14       A     As I understand it, and I do not believe any  
15 are in Precinct 3.

16       Q     Do you know how those specific ZIP Codes were  
17 chosen?

18       A     There has been -- I know the county's done  
19 socially vulnerable neighborhoods, underserved  
20 neighborhoods. I would think that would be the source  
21 of it in terms of trying to determine what neighborhoods  
22 would justify, warrant, this type of program.

23           Again, I'm assuming they would go to that  
24 data, but we certainly have underserved neighborhoods in  
25 Precinct 3.



1 Q So if you have underserved neighborhoods in  
2 Precinct 3, do you know why they weren't included?

3 A I do not.

4 Q Have any of the residents within Precinct 3  
5 inquired about their eligibility under the program?

6 A There has been meetings I have had with the  
7 public, and they would come up to me and ask: Well, why  
8 wouldn't we be considered?

9 And I would simply say: You need to work  
10 with the health department. I'm not sure why your  
11 neighborhood was excluded or why others were included.  
12 I just didn't know.

13 Q Do you know if the -- scratch that.

14 Is the overwhelming majority of the  
15 recipients identified under this program within Precinct  
16 1?

17 A That appears to be my understanding of it, just  
18 based on comments in court, in terms of where  
19 neighborhoods are, where those that might be served are.  
20 So that would be -- but I don't know exact numbers of  
21 how many is in one, two, or four. I just know there's  
22 not any in three.

23 Q I just want to be clear, you don't have any  
24 knowledge regarding how many may be within Precinct 2 or  
25 Precinct 4; is that correct?

1 A I don't.

2 Q Okay. Now, I also understand, under the terms  
3 of the program, that 30 percent of the funding was --  
4 they were trying to give that to active participants of  
5 the ACCESS Harris program. Are you familiar with that?

6 A I'm aware of the program, not all the  
7 requirements to get in the ACCESS or some of the  
8 parameters associated with ACCESS. I have heard that  
9 term mentioned as a point of reference.

10 Q Do you have residents within Precinct 3 that  
11 are active participants in the ACCESS?

12 A I believe I would.

13 Q Sorry. Hang on one second.

14 I have seen documentation that appeared  
15 only 137 applications were received from ACCESS Harris  
16 participants. Are you familiar with that?

17 A I am not.

18 Q Now, my understanding is there were more than  
19 82,000 applications received to participate in the  
20 program. Is that your understanding?

21 A I'd heard it was more than 80,000, yes.

22 MR. FARRELL: May I approach, Your Honor?

23 THE COURT: Of course.

24 Q (By Mr. Farrell) I'm showing Mr. Ramsey  
25 Plaintiff's Exhibit No. 6, which is a press release from

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1 Harris County Public Health, which I believe may help  
2 you remember how many applications were received.

3 THE COURT: Pardon me for interrupting.  
4 Do you have a copy of both exhibits for the Court?

5 MR. FARRELL: Yes, ma'am. That is for the  
6 Court.

7 THE COURT: No problem.

8 MR. FARRELL: I have them all premarked.  
9 I can give them all right now if you prefer.

10 THE COURT: No. No problem.

11 Q (By Mr. Farrell) Sorry, hang on.

12 So does the press release from Harris  
13 County Public Health indicate over 82,500 applications  
14 were received?

15 A Yes, it does.

16 Q Now, I believe it also indicates that apart  
17 from that, 137 additional applications were received  
18 from ACCESS Harris; is that accurate?

19 A That's correct.

20 Q Okay. Now, if 50,000 came from within the  
21 eligible ZIP Codes, do we have any knowledge -- do you  
22 have any knowledge where the other 24,000 and change  
23 residents --

24 A I do not.

25 Q Do you know why they were denied?

1           A       Do not.

2           Q       If you have almost 25,000 applications being  
3 turned away, would you consider that -- those residents  
4 being left out artificially?

5                   MR. SARKAR: Your Honor, objection. Calls  
6 for speculation.

7                   THE COURT: Sustained. And let me make  
8 sure I understand. I thought that there were 24,000  
9 from ineligible ZIP Codes, according to the press  
10 release. I'm not reading it, but I thought that was the  
11 question: Were there 24,000-some-odd ineligible  
12 applicants?

13                   MR. FARRELL: Yes, ma'am.

14           Q       (By Mr. Farrell) Do you know -- so strike that.  
15                   One of the requirements under the Harris  
16 Uplift program is that the applicant had to meet the 200  
17 percent -- an annual income of less than 200 percent  
18 poverty level. Is that accurate?

19           A       I understand.

20           Q       Are there citizens of Harris County that meet  
21 the 200 percent Federal poverty level that don't reside  
22 within the ten ZIP Codes served by the Uplift Harris  
23 program?

24           A       I don't know that.

25           Q       Do you know if you can meet the 200 percent

1 Federal poverty level and not be an active participant  
2 in the ACCESS Harris program?

3 A I don't know that. If your question relates to  
4 would there be eligible people in Precinct 3 that meet  
5 the 200 percent, I'm going to say, yes, there would be.

6 MR. FARRELL: May I approach, Your Honor?

7 THE COURT: Of course.

8 Q (By Mr. Farrell) Commissioner, I'm going to  
9 show you what's been previously marked as Plaintiff's  
10 Exhibit No. 2.

11 I ask you to turn to the second page of  
12 that document. Plaintiff's Exhibit No. 2 is a press  
13 release from Commissioner Ellis' office. And in his  
14 press release, he indicates that nearly 9 percent, or  
15 200,000 people, don't have enough to lift them out of  
16 poverty and afford basic needs; is that correct?

17 A Yes, sir.

18 Q Would it be fair to say that of those 200,000  
19 people, those are scattered all over Harris County?

20 A Yes, and we have communities within Precinct 3  
21 that would certainly qualify, I think, for the program.

22 Q Going back to Exhibit 6 -- I'm trying to find  
23 it over here, and I realized I already gave it to you.

24 In the fifth paragraph, the last sentence  
25 indicates that there are 750,000 Harris County residents

1 enduring a relentless cycle of poverty.

2 Does that seem accurate to you?

3 A I don't know what the definition of those terms  
4 are. I'm -- surely there's 750,000 people of need in  
5 Harris County by definition. Again, I'm not familiar  
6 with what the -- what the parameters/terms are related  
7 to that.

8 Q Now, this also indicates that, I think, of the  
9 -- do you know how the lottery system works with respect  
10 to choosing recipients?

11 A I do not. I wasn't briefed on that.

12 Q Now, under the Uplift Harris program, is there  
13 any prohibition on how the funds can be spent?

14 A As I understand, it's unrestricted. There will  
15 be some assessment of the program and benefits after the  
16 fact. I'm not aware of restrictions as the money is  
17 being distributed.

18 MR. FARRELL: May I approach, Your Honor?

19 THE COURT: Of course.

20 Q (By Mr. Farrell) I want to show you what's been  
21 previously marked as Plaintiff's Exhibit No. 1 and  
22 Plaintiff's Exhibit No. 5.

23 Now, Plaintiff's Exhibit No. 1 is the --  
24 it's a printout of the frequently asked questions as  
25 part of the Uplift Harris Web Site. And I believe the

1 very first sentence of the frequently asked questions  
2 indicates that the money is, quote/unquote, no strings  
3 attached; is that accurate?

4 A That's what I understand, no restrictions.

5 Q And if you would turn to -- I believe it's  
6 Plaintiff's Exhibit 5 that I just handed you.

7 A (Witness complies.)

8 Q Plaintiff's Exhibit No. 5 is a press release  
9 from Judge Lina Hidalgo's office. If you will go to the  
10 next-to-last sentence, I believe it also says:

11 "Recipients will have full discretion to spend the funds  
12 on whatever they want."

13 Is that accurate?

14 A Yep, that's what it says.

15 Q So as a county commissioner, what is your  
16 understanding regarding the ability to give away county  
17 dollars?

18 A Obviously, I haven't experienced that in my  
19 work. In my 40-something years of work in doing  
20 assignments with cities and counties, I haven't seen  
21 that. From a pragmatic standpoint, it seemed unusual.  
22 And typically when I don't fully understand something or  
23 it seems unusual, I don't -- I don't support it until I  
24 get a better handle on why -- why the program is being  
25 implemented under those conditions.

1 I gave the story of my experience growing  
2 up observing my father as a pastor, observing how people  
3 are focused and need help. This is a bit different than  
4 that. And then as the program developed and it was  
5 clear that Precinct 3 underserved neighborhoods, which  
6 there are Precinct 3 underserved neighborhoods, were not  
7 included, I found that equally troubling.

8 Q Did you share those concerns with Commissioners  
9 Court prior to the program being voted upon?

10 A I communicated my concerns and voted against  
11 it.

12 Q So are county dollars supposed to be used for a  
13 public purpose?

14 A That's what my understanding -- that's been my  
15 experience for the most part. You typically would use  
16 those funds to have a public purpose, whether that's  
17 park related or road related. Again, much of my  
18 experience is infrastructure related.

19 That would then -- that's typically what I  
20 see funds being spent on. When I think of \$20 million  
21 and what that could do to change an underserved  
22 neighborhood, if that was spent on infrastructure, it  
23 would be a game changer. It would change the nature of  
24 that neighborhood.

25 And having spent a lot of my career



1 serving neighborhoods that are, by definition,  
2 underserved, that's a part of my perspective on the  
3 \$20 million. And, again, the \$20 million of ARPA money  
4 is -- could be used for infrastructure, it could be used  
5 for this, it could be used for a lot of different  
6 things. I just did not agree with the premise that it  
7 should be used this way. I felt it could have been used  
8 other ways.

9 Q Now, my understanding is ARPA money is supposed  
10 to be used within Harris County; is that fair?

11 MR. SARKAR: Your Honor, objection. Calls  
12 for a legal conclusion.

13 THE COURT: Do you know the answer,  
14 Mr. Ramsey?

15 THE WITNESS: I think I understand how we  
16 have been spending it, and I think it's been spent in  
17 Harris County. Whether that's a law or not or part of  
18 the agreement, as I understand, we have spent those  
19 dollars in Harris County, as I understand it.

20 THE COURT: I think that ARPA funds  
21 information is sufficiently publicly distributed, that  
22 one could know the answer to that without making a legal  
23 conclusion, if I understood the question, which was:  
24 Are they required to be used in Harris County?

25 MR. FARRELL: Yes, ma'am.

1 THE COURT: We're going to need a more  
2 specific question. I think it depends on how and what  
3 projects and what approvals and whether contracts or  
4 otherwise.

5 MR. FARRELL: Fair enough. I will move  
6 along.

7 THE COURT: Okay.

8 Q (By Mr. Farrell) So we discussed some of it  
9 already. But with respect to how these funds are going  
10 to be used, does Harris County retain any control  
11 whatsoever over the funds being disbursed under the  
12 Uplift Harris program?

13 A As I understand, once the funds have been  
14 distributed, there will be an assessment of impact of  
15 those funds to the families they were distributed to;  
16 but I do not know how often or the nature and extent of  
17 what assessment would entail. But as I understand,  
18 there would be an assessment by a third party. And what  
19 that third party's qualifications to do that, what the  
20 parameters of that third party to do such an assessment,  
21 I'm not aware.

22 Q But Harris County isn't doing anything to check  
23 the expenditures that are being made with these funds;  
24 is that accurate?

25 MR. SARKAR: Objection, Your Honor. Lack

1 of personal knowledge. Calls for speculation.

2 THE COURT: Speculation is sustained.  
3 Personal knowledge, is the question once the citizens  
4 have the money? Are you discussing this third party's  
5 accountability for the money?

6 MR. FARRELL: I'm asking if Harris  
7 County -- after they disburse the money, is Harris  
8 County taking any steps to check where the expenditures  
9 were made.

10 THE COURT: Expenditures by citizens or by  
11 the Uplift --

12 MR. FARRELL: Yes, ma'am.

13 MR. SARKAR: Your Honor, my objection is  
14 the witness has already described his lack of  
15 familiarity with the program, so I'm not sure how he  
16 would be able to answer that.

17 THE COURT: If you know the answer,  
18 Commissioner.

19 THE WITNESS: I don't know the details of  
20 the parameters of that assessment. I know there is  
21 going to be an assessment, but that's after the fact,  
22 not before the fact.

23 THE COURT: Thank you.

24 Q (By Mr. Farrell) Do you have any knowledge  
25 whether or not the expenditures of the funds distributed

1 from the Uplift program have to be made in Harris  
2 County?

3 A I don't know that.

4 Q Does Harris County receive anything in exchange  
5 for the payments they are making under the Uplift  
6 program?

7 MR. SARKAR: Objection, Your Honor. Calls  
8 for a legal conclusion.

9 THE COURT: Does Harris County -- you may  
10 answer if you know, Commissioner Ramsey. Has Harris  
11 County received anything in exchange?

12 A I'm not aware.

13 THE COURT: Thank you.

14 Q (By Mr. Farrell) So you are not aware of any  
15 specific benefit Harris County receives from making  
16 these payments to the recipients under the Uplift Harris  
17 program; is that correct?

18 A Anything would be speculation and just not  
19 aware of any specific benefits.

20 Q But it certainly wouldn't benefit a resident of  
21 Harris County that's not receiving the funds under the  
22 Uplift Harris program; is that fair?

23 MR. SARKAR: Objection, Your Honor. The  
24 witness already said he's speculating.

25 THE COURT: Sustained.

1 Q (By Mr. Farrell) With respect to the  
2 evaluation, do you know who that is or what entity that  
3 is?

4 A The third party?

5 Q Yes, sir.

6 A I do not. I'm sure there's a record of it. I  
7 just don't recall what that third party's entity is.  
8 I'm not sure how they were selected.

9 Q That was my next question. You don't know how  
10 they were selected?

11 A I don't. I don't recall at this point.

12 Q Do you have any knowledge regarding the  
13 parameters of the evaluation?

14 A I do not. I'm assuming that at some point,  
15 court will be briefed on exactly the assessment, the --  
16 after you distribute the funds, what that assessment  
17 would entail. I found it unusual that we would have  
18 82,500 applications for 1900 potential recipients. That  
19 number seems high. And maybe that's just the nature of  
20 when you advertise, you get a lot of people to sign up  
21 and hope to benefit. But that seemed like a very high  
22 number.

23 Q So if we look at the residents of Harris  
24 County, not all of them were treated the same under the  
25 parameters of this program; is that fair?

1 MR. SARKAR: Objection, Your Honor. Calls  
2 for speculation. He's already said he's not aware of  
3 the parameters of the program.

4 THE COURT: Sustained.

5 MR. FARRELL: That's all the questions I  
6 have. I will pass, Your Honor.

7 THE COURT: Thank you very much. Let me  
8 just get clarity on a couple things.

9 In general, Commissioner, can you tell me  
10 how the commissioner precinct is divided? Is it  
11 geography?

12 THE WITNESS: Well, if we have an hour or  
13 two, I can go --

14 THE COURT: No, I would like the 40-second  
15 answer, please.

16 THE WITNESS: My precinct starts somewhere  
17 around Memorial City, heads north to Tomball, into  
18 Cypress, over to Spring, Humble, Kingwood, Huffman,  
19 Crosby, go through my favorite community, Barrett, end  
20 up in Baytown. So it's more like a half moon over  
21 Harris County.

22 THE COURT: Thank you. I was not clear.  
23 I meant to solicit, what is the intention of the  
24 separation? Are you supposed to be socioeconomically  
25 equal? Is it geography? Is it land mass?

1 THE WITNESS: I don't think it's  
2 socioeconomic. I don't think it's -- it's probably  
3 driven more by voter history than anything else, if I  
4 were to -- again, based on what I understand, looking at  
5 some of the numbers and how those lines were drawn, that  
6 seems to be.

7 THE COURT: Okay. And there's a document  
8 that's marked Exhibit A that is the guaranteed income  
9 proposal. It's A in the submissions. I don't know  
10 where it is in the documents you have been shown,  
11 perhaps, but it is supposedly the proposal for the  
12 program in the first place. Is that something all  
13 commissioners would typically get?

14 THE WITNESS: That's right.

15 THE COURT: And so if it says the target  
16 population is the ten most impoverished in the county,  
17 is there a reason you would debate that or disagree that  
18 that's what it is?

19 THE WITNESS: Well, I would -- it's like  
20 some other conversations we have had on spending of  
21 infrastructure money. And I know there was a  
22 conversation on socially vulnerable neighborhoods, and I  
23 was able to show that we had a significant number of  
24 socially vulnerable neighborhoods in Precinct 3; but  
25 because it wasn't -- met a certain requirement, they

1 were ignored. I guess what I'm saying is there are  
2 underserved neighborhoods in Precinct 3.

3 THE COURT: Absolutely.

4 THE WITNESS: If the criteria was  
5 developed so that those neighborhoods were not included,  
6 I guess I would question that. I think there would be  
7 people that certainly would meet the parameters of the  
8 program that live in Precinct 3, but they were not even  
9 allowed to participate.

10 THE COURT: I understand, and I respect  
11 your concern for those in Precinct 3. I want to make  
12 sure I understand, though, you would agree that it is  
13 possible that the ten most impoverished ZIP Codes in the  
14 county are not in Precinct 3?

15 THE WITNESS: I would agree that the  
16 people that prepare the criteria could make the criteria  
17 anything they want so as not to include ZIP Codes in  
18 Precinct 3.

19 THE COURT: Yeah. My question is a little  
20 different.

21 By statistical data, is it possible that  
22 all ten of the ZIP Codes in Harris County that are  
23 deemed to be most impoverished are not in Precinct 3?  
24 That's not a criteria for the program; that's a  
25 statistical fact.



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1 THE WITNESS: Right, and I like to do  
2 things by numbers and data. And I know how data can be  
3 manipulated --

4 THE COURT: Okay.

5 THE WITNESS: -- and rearranged, and I  
6 just find it interesting that no neighborhoods in  
7 Precinct 3 were included.

8 THE COURT: Thank you.

9 MR. SARKAR: If I may, Your Honor?

10 THE COURT: Yes, Mr. Sarkar, you may.  
11 Thank you.

12 CROSS-EXAMINATION

13 BY MR. SARKAR:

14 Q Good morning, Commissioner.

15 A Morning.

16 Q So I will let you -- Commissioner Ramsey, you  
17 have been a member of Commissioners Court since 2021?

18 A That is correct.

19 Q And Commissioners Court is the governing body  
20 of Harris County?

21 A That is correct.

22 Q And that's comprised of four commissioner  
23 precincts?

24 A That's correct.

25 Q And each commissioner is elected from a

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1 precinct?

2 A That is correct.

3 Q And you were elected from Precinct 3?

4 A That's correct.

5 Q So Commissioners Court, in total, is comprised  
6 of four commissioners elected from commissioner  
7 precincts and a county judge, correct?

8 A That's correct.

9 Q Now, on the Uplift Harris program,  
10 Commissioner, you are aware that the program was first  
11 discussed with members of Commissioners Court in 2022?

12 A I know it was mentioned. It was.

13 Q And the program was ultimately approved -- at  
14 least the initial program was approved in June of 2023,  
15 correct?

16 A I'm not sure of the date.

17 Q Okay. Would you be surprised if I showed you  
18 the record showing that in June of 2023, the  
19 Commissioners Court approved the Uplift Harris program?

20 A No, that sounds right.

21 Q And you voted against the program?

22 A Yes.

23 Q So Uplift Harris passed Commissioners Court  
24 four to one. You were the dissenting vote, correct?

25 A That's correct.

1 Q And you were present at every meeting -- strike  
2 that.

3 You were present at every Commissioners  
4 Court meeting where something related to Uplift Harris  
5 was discussed?

6 A I was, but I was not included in the executive  
7 session related to Uplift.

8 MR. SARKAR: Objection, Your Honor.  
9 Nonresponsive. The question was just --

10 THE COURT: Sustained.

11 Q (By Mr. Sarkar) -- were you present at every  
12 Commissioners Court meeting where --

13 A I was present, yes.

14 Q And you voted against the program at each  
15 opportunity?

16 A I did.

17 Q Uplift Harris is funded through ARPA; you are  
18 aware of that?

19 A I am.

20 Q ARPA is the American Rescue Plan Act passed by  
21 the U.S. Congress?

22 A Yes.

23 Q And ARPA provides resources to respond to  
24 COVID-19 and its economic impact?

25 A Yes.

1 Q So just so we are on the same page, since the  
2 funding is from ARPA, none of the funds are coming from  
3 Harris County's budget, correct?

4 A That's correct.

5 Q Commissioner Ramsey, you are also aware that  
6 cities and counties across the country have used ARPA  
7 funds to fund programs like Uplift Harris?

8 A I don't know what other cities and counties do.

9 Q Are you aware that, specifically in Texas, San  
10 Antonio, Houston, Austin and El Paso County have  
11 approved basic income programs like Uplift Harris?

12 MR. FARRELL: I'm going to object, Your  
13 Honor. He just said he doesn't know anything about it.

14 A Don't know.

15 Q (By Mr. Sarkar) So then the answer would be you  
16 don't know?

17 A I don't know.

18 Q You are aware that the Uplift Harris program is  
19 a pilot program designed, in part, to study guaranteed  
20 income programs?

21 A I know there's a study element to it. That's  
22 that assessment I referred to previously. I knew there  
23 would be an assessment phase of that. Yes, I understood  
24 that.

25 Q So your understanding is the point of the

1 assessment is to evaluate the Uplift Harris program?

2 A That's correct.

3 Q And you are also aware that the program was  
4 devised after extensive study and development by Harris  
5 County Precinct 1 and Harris County Public Health,  
6 correct?

7 A I don't know how extensive.

8 Q Are you aware that the program was developed by  
9 Harris County Public Health?

10 A I understand that.

11 Q And they began having conversation in  
12 Commissioners Court in 2022 about it?

13 A That is correct.

14 Q And are you aware that they relied on studies  
15 that showed direct cash assistance programs deliver  
16 wide-ranging social and economic benefits for those  
17 participating?

18 A I understand that's what is being said. I  
19 haven't reviewed those documents. I don't know whether  
20 it comes from which counties -- other counties in the  
21 nation, whether it's Cook County or L.A. County or New  
22 York County. I'm not sure where they came from.

23 Q You are certainly able to review those  
24 documents if you would like, correct?

25 A That's correct.

1 Q So if you were to call over to Harris County  
2 Public Health and say, "Could I see these documents,"  
3 they would provide them to you, correct?

4 A There's been a lot of court conversation  
5 affirming benefits where they have used -- again, my  
6 questions had to do with the nature of this program. I  
7 just don't agree with it.

8 Q You never asked anyone at Harris County Public  
9 Health directly about the concerns you had with the  
10 program?

11 A I work with my staff. My staff works through  
12 the health department. Any questions I have would be  
13 through my staff.

14 Q But you did not personally --

15 A I did not go sit down with the head of public  
16 health and have that conversation.

17 Q You are certainly able to do that, right?

18 A I could. But, clearly, I had concerns and I  
19 expressed those concerns in court for the health  
20 department and others to understand them.

21 Q I suspect, as is normally the case in the  
22 county, that Harris County Public Health briefed  
23 Commissioners Court offices throughout 2022 and 2023 and  
24 now 2024 on the Uplift program, correct?

25 A They did, but no one with the health department

1 ever reached out to me to address my concerns. Did not.

2 Q Do you know whether they ever reached out to  
3 anyone on your staff?

4 A They -- I would have known that. They would  
5 have told me that.

6 Q Were you present for any of these briefings  
7 where Harris County Public Health presented information  
8 about Uplift Harris to Precinct 3 staff?

9 A I obviously wasn't in those meetings.

10 Q And you say obviously. Why do you say  
11 obviously?

12 A Well, if my staff is there, typically I'm not.

13 Q But in that same vein, your staff could have  
14 presented your concerns to public health and received  
15 those responses, correct?

16 A They would have told me if they had.

17 Q And sitting here today, you can't testify that  
18 you asked them whether these concerns --

19 A I just find it interesting that every time this  
20 program came up, I expressed the same concerns I'm  
21 expressing today and the director, which is -- we have  
22 got a really open program in Harris County. I mean,  
23 directors call commissioners all the time with concerns.  
24 And the director never called me to discuss and try to  
25 review the concerns I had. No, she didn't.

1 Q And just so we are all clear, you are also able  
2 to call the director, correct?

3 A I am. But, again, that's why we have  
4 Commissioners Court and you express your concerns and I  
5 did and that's the nature of that.

6 Q Moreover, as a member of Commissioners Court,  
7 you have authority to hire and fire directors of  
8 departments like public health, correct?

9 A Well, the way that they organized it, at this  
10 point, that all goes through the county administrator.

11 Q And you have a say in the county administrator,  
12 correct?

13 A We do. Kind of.

14 Q One more -- are you aware of studies that  
15 showed that lower income families are likely to use cash  
16 assistance in ways that directly boost the economy  
17 rather than reducing debt or increase --

18 A I haven't read that report.

19 Q You are aware that that is a report that  
20 exists?

21 A I'm assuming that it does, as you bring up  
22 references to that.

23 Q Commissioner Ramsey, are you aware that a  
24 participant signed terms and conditions before starting  
25 the Uplift program?



1           A       I'm not aware of the agreements that are put  
2 out between the recipients and the County. I'm not.

3           Q       And that's something that your staff could have  
4 asked public health about in their briefings, correct?

5           A       Yeah, if I had asked that question. Again, I  
6 have a problem with just distributing the money.

7           Q       I'm going to take a minute to show Defendant  
8 Exhibit E.

9                       Commissioner Ramsey, have you seen  
10 Defendant's Exhibit E before?

11          A       No.

12          Q       If you follow along with me, do you see where  
13 it says in Enrollment Requirements: "The enrollment  
14 form is required to participate in the Pilot"?

15                       It's right below Enrollment Requirements.

16          A       I see that, yes.

17          Q       Do you have any reason to believe that would  
18 not be the case?

19          A       I don't.

20          Q       And if you turn -- unfortunately, this document  
21 does not have page numbers, but if you turn to page 4 --

22                       THE COURT: Is that the page that begins  
23 "To support"?

24                       MR. SARKAR: That's right. Actually, let  
25 me -- let me actually -- if you go later in the

1 document -- I'm going to show the witness -- let's stay  
2 on page 4.

3 A Page 4?

4 Q Did you see -- there's a list at the top in  
5 bullet points. Do you see that list, Commissioner?

6 A "Money received from Uplift Harris guaranteed  
7 income pilot must not be used for," and then it lists --

8 Q Yes. And you see it says that: "Money  
9 received from this program must not be used for any  
10 entities or individuals related to terrorism"?

11 Do you see that?

12 A Yes, I do.

13 Q Do you have any reason to believe that wouldn't  
14 be the case?

15 A I do not.

16 Q Do you see that it says that: "Money from the  
17 Uplift Harris program must not be used to buy or support  
18 anything that would harm the safety and security of  
19 recipients and/or other community members"?

20 A I see that.

21 Q Do you have any reason --

22 A I do not.

23 Q You said that I do not?

24 A I do not.

25 Q Do you see that the money from the Uplift

1 Harris program cannot be used for fraud or corruption?

2 A I understand that.

3 Q And do you have any reason to believe that  
4 wouldn't be the case?

5 A No understanding of why that would be.

6 THE COURT: Pardon me, Counsel, I want to  
7 catch up. This is under the section called "Spending  
8 Regulations"?

9 MR. SARKAR: That's right, Your Honor.

10 THE COURT: Thank you.

11 Q (By Mr. Sarkar) Finally: "Money from the  
12 Uplift Harris program cannot be used for the promotion  
13 of any criminal activities."

14 Do you see that?

15 A I see that.

16 Q And you have no reason to believe that that  
17 will be permitted, correct?

18 A I have no reason to believe otherwise.

19 Q And you are aware that you have to be 18 or  
20 older to receive the benefits of the Uplift Harris  
21 program?

22 A I'm sure that says it somewhere, and I  
23 understand that.

24 Q Are you aware that you have to complete a  
25 monthly survey?

1 A Yes, I see that and understand that.

2 Q And you are aware that participants in the  
3 Uplift Harris program will be incentivized to  
4 participate in the study?

5 A I see that.

6 THE COURT: I don't -- what is the  
7 incentivized section?

8 MR. SARKAR: I can find that. That's page  
9 number -- might be a little bit -- oh, Your Honor, we  
10 can find the cite and get it to you after the  
11 examination.

12 THE COURT: Okay.

13 Q (By Mr. Sarkar) Regarding the lottery, your  
14 counsel asked a few questions on that. You are aware,  
15 Commissioner Ramsey, that the program isn't a lottery of  
16 all residents of Harris County, correct?

17 A No, it's the ones that made application, as I  
18 understand it.

19 Q Okay.

20 And so, in other words, participants are  
21 drawn from a pool of applicants who must meet  
22 eligibility criteria based on income and geographic  
23 location, and then the lottery operates on those  
24 individuals, correct?

25 A Right, including those ZIP Codes.

1 Q Right.

2 And you understand that it is limited to  
3 those ZIP Codes and the ACCESS program because the same  
4 studies I referenced earlier show that those folks spend  
5 the moneys in the way that would fulfill Harris County's  
6 public purpose?

7 A I understand the criteria that's on the piece  
8 of paper related to that.

9 Q So, and just to put a pin in this, while the  
10 ultimate selection is done through a lottery, the pool  
11 of potential beneficiaries on which the lottery is  
12 applied is not random. Is that right?

13 A It's based on the criteria that's been  
14 established by the developers of the program. So it is  
15 -- it's not -- no, it's certainly not random. I agree  
16 with you on that. It's very well premeditated.

17 Q You would agree with me, wouldn't you, that  
18 Harris County wouldn't be able to finance a guaranteed  
19 income program for all of the county's residents who  
20 live under the 200 percent Federal poverty level?

21 A I certainly may have said that.

22 Q And let me know if these numbers, you know,  
23 sound right to you. The universe is something on the  
24 order of 55,000 eligible applicants; is that correct?

25 A That's what's been said in this report.

1 Q So at \$9,000 -- I'll do some rough math, but in  
2 the order of \$500 million if we were doing this for  
3 everyone; is that right?

4 A On the applications that you received, that's  
5 not everyone. That's just the application --

6 Q That's right. You did it on --

7 A In the universe, that was defined by the  
8 program, yes, that's right.

9 Q So the -- on the universe of -- on which the  
10 lottery is operating, that would be true, correct? It  
11 would be something on the order of \$500 million?

12 A That's correct.

13 Q Would you agree with me that a lottery could be  
14 an effective means of selecting people where the demand  
15 for a program outpaces the resources?

16 A That's one way to do it. I don't necessarily  
17 agree with it, but that's one way to do it.

18 Q But it is something government does, correct?

19 A I would -- I'm sure they do. Not everything  
20 the government does is good or right.

21 Q Understood.

22 A Probably don't agree with that system.

23 Q Understand. I understand you --

24 A I know other governments probably do it. I  
25 just don't agree with it.

1 Q I understand that you might have certain policy  
2 concerns using a lottery. I'm trying to understand sort  
3 of whether you have some more fundamental concerns with  
4 lottery or do you understand that a lottery is something  
5 that is open to the government to reduce the number of  
6 people --

7 A I understand what a lottery is.

8 Q Those controls that we walked through earlier  
9 today, that you can't use money on terrorism, can't use  
10 money for crime, et cetera, had you seen those before  
11 you -- sitting here today?

12 A I have not. That wasn't my concern anyway.

13 Q Are you aware of the Small Business Assistance  
14 program that the court approved in August 2021?

15 A I know we have got several different types  
16 small business -- yes, I know we are engaged in small  
17 business programs.

18 Q Okay. And, specifically, this was a Small  
19 Business Assistance program administered by LiftFund(s).  
20 Does that ring a bell?

21 A I don't have it in front of me. I'm not sure.

22 Q Okay. Well, I can actually show it to you.

23 MR. FARRELL: Your Honor, I'm going to  
24 object to relevance to this. This has nothing to do  
25 with what we are talking about here today.

1 THE COURT: Response to relevance?

2 MR. SARKAR: Yes, our position that -- I  
3 plan to go just through one or two programs that look  
4 very similar to this Uplift Harris program which  
5 Commissioner Ramsey supported. I think that does show  
6 sort of the commissioner's openness to programs like  
7 this one.

8 THE COURT: Thank you. The objection is  
9 overruled, subject to a very clear showing.

10 MR. SARKAR: That's right.

11 May I approach, Your Honor?

12 THE COURT: Certainly.

13 Q (By Mr. Sarkar) Commissioner, I'm mainly  
14 showing you that -- certainly feel free to look just to  
15 refresh your recollection as to what I'm talking about.

16 MR. FARRELL: Pardon me just a second. Is  
17 this on your exhibit list?

18 MR. SARKAR: It's not being used as  
19 evidence.

20 MR. FARRELL: Okay.

21 MR. SARKAR: And that will be the case  
22 also on the next two I show. This is just so  
23 Commissioner Ramsey understands what specific program  
24 I'm talking about.

25 THE COURT: What is the program?



1 MR. SARKAR: It's a Small Business  
2 Assistance program.

3 THE COURT: Thank you.

4 Q (By Mr. Sarkar) Now that I have shown you the  
5 document, Commissioner, you are familiar with this  
6 program?

7 A Yes.

8 Q The program awarded 32 million in ARPA funds;  
9 is that right?

10 A That's what it says here. I did not remember  
11 that. That's what the number has here.

12 Q And you voted for this program, correct?

13 A Yes.

14 Q And the program gives grants of 5 to 25,000  
15 each to small businesses impacted by the COVID pandemic?

16 A Yes.

17 Q And businesses had to apply for these benefits,  
18 correct?

19 A That's right.

20 Q It's not the case that every business that  
21 applied received the benefits, correct?

22 A That is correct.

23 Q And your view was that this program would  
24 support small --

25 THE COURT REPORTER: Repeat your question,

1 please.

2 Q (By Mr. Sarkar) Your view is that this program  
3 would support small business owners to face the economic  
4 impact of the pandemic?

5 A My view would be there were significant numbers  
6 of small businesses impacted by COVID. The universe of  
7 small businesses was pretty extensive at the time. So  
8 that was the context by which this program was  
9 presented, certainly something that seemed reasonable at  
10 the time and still does.

11 Q And grants of 5 to \$25,000 would be reasonable  
12 for that purpose?

13 A Understood.

14 THE COURT: What are the grants in this  
15 context? These are gifts?

16 MR. SARKAR: Granted a gift of money.

17 Q (By Mr. Sarkar) And then, Commissioner Ramsey,  
18 let me show you --

19 THE COURT: Pardon me, Mr. Sarkar, before  
20 you go on. Were you aware of the precinct distribution  
21 of the recipients in the small business program?

22 THE WITNESS: Yes, and I knew that there  
23 were restrictions on that by precinct. I do.

24 THE COURT: So were there recipients in  
25 every precinct?

1 THE WITNESS: I don't know. I don't  
2 remember that, Judge.

3 THE COURT: Thank you.

4 Q (By Mr. Sarkar) And based on the judge's  
5 questions, let me also clarify one issue. We've talked  
6 a lot about the geographic cohort of the ten ZIP Codes.  
7 And none are in your precinct, correct, Commissioner  
8 Ramsey?

9 A Right.

10 Q But there's another cohort, those that are in  
11 the ACCESS healthcare program, correct?

12 A That was a hundred and, I think, 32 that  
13 applied.

14 Q Because they also have to meet other  
15 requirements, right, like being 200 percent below the  
16 Federal poverty line?

17 A Right.

18 Q And there are certain members of that cohort in  
19 your precinct, correct?

20 A Again, I don't know the numbers.

21 Q But you don't have any reason to believe that  
22 people from your precinct were excluded from that  
23 cohort, the ACCESS program cohort?

24 A I just know there was 132.

25 Q Okay.

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1 A I have no knowledge of that.

2 Q Commissioner Ramsey, are you familiar with  
3 Harris County's Flexible Financial Assistance program  
4 approved in June 2021?

5 A I can't remember.

6 MR. SARKAR: May I approach, Your Honor?

7 THE COURT: Certainly.

8 Q (By Mr. Sarkar) Commissioner Ramsey, you will  
9 see I handed you two staff reports relating to the  
10 Flexible Financial Assistance program. Do you see that?

11 A I do.

12 Q These were -- this is a program that's approved  
13 in June of 2021?

14 A Yes.

15 Q And then this was another, roughly,  
16 30-million-dollar program, correct?

17 A Yeah, agreement between Harris County and  
18 Catholic Charities of the Archdiocese of  
19 Galveston-Houston, yes.

20 Q This was paid out of ARPA funds?

21 A Yes.

22 Q And as you just said, administered by the  
23 Catholic Charities, correct?

24 A Yes.

25 Q And under this program, 20,000 households

1 received \$1,500 in payments, correct?

2 A I don't remember that. I assume it's in this  
3 multi-page document somewhere.

4 Q That's right.

5 You will see, Commissioner, if this  
6 refreshes your recollection, page 1, background and  
7 discussion, paragraph two says -- page 1, do you see  
8 that where it says: "The program will provide \$1,500 in  
9 flexible financial assistance"?

10 A I see that.

11 Q So you understand this was another cash  
12 program, correct?

13 A Yeah, administered by the Catholic Charities.

14 THE COURT: Does this mean grants?

15 MR. SARKAR: Yes, grants or, in this case,  
16 income program just like the program we have.

17 THE COURT: Thank you.

18 THE WITNESS: I don't think it's just like  
19 it, but that's your opinion and that's my opinion.

20 That's your characterization. I don't agree with that,  
21 but this was a program administered by the Catholic  
22 Charities. The program we are talking about, Uplift, is  
23 not.

24 THE COURT: Did the moneys in any of the  
25 programs we discussed have to be refunded or repaid by

1 recipients, to your knowledge?

2 THE WITNESS: To my knowledge, no, Judge.

3 Q (By Mr. Sarkar) Commissioner, understanding  
4 your distinction between the Catholic Charities and the  
5 entities we are dealing with here -- and I don't want to  
6 certainly quibble with you on that issue -- in terms of  
7 the substance of the program, you would agree that it  
8 is -- a certain amount of households received a certain  
9 amount of cash payments, correct?

10 A Yes, it's not exactly the same.

11 Q Because of who's administering the program?

12 A Yes.

13 Q And you voted for this program, correct?

14 A Yes.

15 Q And then I sent you another -- or I provided  
16 another staff report, where the Commissioners Court gave  
17 an additional 30 million to include 20,000 additional  
18 families, correct?

19 A Administered by the Catholic Charities.

20 Q And you voted for that?

21 A I did.

22 Q And you voted for this because you believe that  
23 we couldn't forget about people that were still  
24 struggling?

25 A It was within the context of COVID, within the

1 context of what the Catholic Charities were already  
2 doing. It complemented what they were doing. It built  
3 upon other programs. Yeah, context means everything in  
4 terms of this program.

5 Q And you wanted to support those still working  
6 to regain financial stability?

7 A I supported this program administered by the  
8 Catholic Charities.

9 Q Because Harris County succeeds when all  
10 residents have a chance to succeed?

11 A I supported the program as administered by the  
12 Catholic Charities.

13 Q Commissioner Ramsey, when did you first discuss  
14 Uplift Harris with Senator Paul Bettencourt?

15 A It was after the program was proposed,  
16 initiated, moving forward.

17 Q Okay. So just trying to get an order of  
18 magnitude. I'm not going to make you tell me a day or  
19 time. June 23? Later?

20 A I don't remember the date.

21 Q Last year?

22 A I don't know if it was last year or this year.  
23 I really don't.

24 Q When did you first discuss filing this lawsuit  
25 against Harris County with Senator Bettencourt?

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1           A       I was aware that Senator Bettencourt had  
2 certain concerns and that he was going to take action.  
3 He made me aware of that, that he was going to move  
4 forward.

5           Q       Was that last year or this year?

6           A       I thought it was this year.

7           Q       When did you first discuss the filing of this  
8 lawsuit with the attorney general?

9           A       I didn't talk to the attorney general.

10          Q       Okay. So just so I understand this right, you  
11 received a subpoena from the attorney general's office  
12 at some point?

13          A       That's correct.

14          Q       Prior to that subpoena, you had not talked to  
15 the attorney general's office about this lawsuit?

16          A       I had not reached out to them. Did not.

17          Q       When did you receive the subpoena?

18          A       Monday? I believe that's right.

19          Q       And you said you hadn't reached out to them.  
20 Had they reached out to you?

21          A       They contacted me.

22          Q       Prior to the subpoena?

23          A       They had reached out to me, and I had not  
24 received a subpoena. And shortly thereafter, I got a  
25 subpoena.



1 Q That was on the order of a week before the  
2 subpoena, something like that?

3 A No, that was this week.

4 Q Okay. Just one final question for you,  
5 Commissioner. Would you agree with me that it was cruel  
6 for the State to file this lawsuit after the selected  
7 families were notified even though this program has been  
8 known to everyone since last summer?

9 A That's your characterization. I would not say  
10 that.

11 Q Are you aware of any reason that the State  
12 could not have filed this lawsuit earlier?

13 A I don't know.

14 MR. SARKAR: No further questions, Your  
15 Honor.

16 THE COURT: Thank you, Counsel.

17 MR. FARRELL: Couple of questions?

18 THE COURT: Certainly.

19 MR. FARRELL: I should have asked earlier.  
20 I didn't see the podium. Do you mind if I address from  
21 here?

22 THE COURT: I do not mind at all. You may  
23 stand or sit from any place you would like.

24 MR. FARRELL: Thank you, Your Honor.

25 THE COURT: Certainly.

1 REDIRECT EXAMINATION

2 BY MR. FARRELL:

3 Q I just have a few questions regarding questions  
4 you were just asked by counsel, Commissioner Ramsey.

5 You were asked several questions regarding  
6 some of the impact studies that have been done on some  
7 of these prior programs. You remember that line of  
8 questioning?

9 A Yes, I do.

10 Q Do you know if all of these impact studies were  
11 all measuring or trying to determine the impact on those  
12 who participated within the program?

13 A I don't -- I don't -- I do not know. I'm sure  
14 those studies exist and they are lengthy and they have  
15 reached certain conclusions. Through my understanding,  
16 a lot of times when you are a consultant and you're  
17 doing a conclusion, you reach a conclusion based on what  
18 you start out with your study based on. I did not read  
19 the report.

20 Q You were also asked some questions about  
21 whether or not you relayed your concerns to Harris  
22 County Public Health. Do you remember those questions?

23 A Yes.

24 Q During the Commissioners Court hearings, when  
25 the Uplift Harris program was discussed, were

1 representatives from Harris County Public Health present  
2 at those meetings?

3 A They were -- they are very good about  
4 monitoring our court. And certainly, on issues like  
5 this when a vote is taken and concerns are expressed,  
6 they very clearly understand what those would be.

7 Q So representatives from Harris County Public  
8 Health were present at the Commissioners Court hearings  
9 where you raised these concerns about the program?

10 A It could be virtual. They can be in their  
11 office, but certainly monitoring what goes on in the  
12 court.

13 Q If you will look at what was shown to you as  
14 Defendants' Exhibit E. Again, there's no page number,  
15 but if you will turn to page 4, I believe the first full  
16 section entitled "do you agree to abide by these  
17 regulations"?

18 A I see that. I do.

19 Q Now, the last line of that paragraph says:  
20 "The Federal government requires that the county's funds  
21 are used for local benefit only," correct?

22 A Yes. I see that.

23 Q So just because a recipient lives in Harris  
24 County and receives funding under the Uplift Harris  
25 program doesn't necessarily mean they are spending that

1 money in Harris County, correct?

2 A I wouldn't know where they are spending that  
3 money. Have no idea.

4 Q If you'll turn to -- I think it's page 12, same  
5 exhibit. The first box at the top starts out with: "Is  
6 this account a checking or saving account?"

7 A I got it.

8 Q Okay. In the box directly below that, do you  
9 see where it says that what is purchased under the  
10 Uplift Harris program is not reported?

11 A I see that.

12 Q So if Harris County is not seeing what is  
13 purchased with the funds distributed under the Uplift  
14 Harris program, how does Harris County know that the  
15 funds aren't being used to fund terrorists and/or  
16 criminal activity the way counsel asked you about  
17 earlier?

18 A I don't know how that assessment is going to be  
19 done. I don't.

20 Q Let me point you to the two other programs  
21 counsel asked you about, first one being the -- I think  
22 it's the Small Business Assistance program, COVID-19  
23 Small Business Assistance program.

24 A Okay.

25 Q Now, on the second page -- I guess it might be

1 double-sided. I guess it would be under the Small  
2 Business Support section of the overview. See that?

3 A Yes.

4 Q "This program will support those businesses  
5 that experienced a negative impact on operations due to  
6 COVID." Is that correct?

7 A That is correct.

8 Q Now, if you will turn to page 30 of that  
9 document, it's actually identified on the bottom.

10 A Okay.

11 Q Would it be fair to say that this program has  
12 some pretty strict regulations regarding what expenses  
13 are eligible for the funds to be expended on; is that  
14 correct?

15 A "Lift will gather data and documentation  
16 related to an applicant's business expenses," yes, it's  
17 pretty -- just a cursory look at that, it looks like  
18 there is a request for documentation.

19 Q So they specifically identified that these  
20 funds have to be used for payroll costs for permit  
21 employees; cost of contract labor; payments to  
22 suppliers; rent, lease, or mortgage expenses; rent,  
23 lease, or purchase payments for business equipment; tech  
24 applications and Wi-Fi services; utilities; critical  
25 business operations; sanitation supplies; and interest

1 on business debt obligations.

2 Do you see all those?

3 A Yes, sir.

4 Q That's pretty strict, would you agree?

5 A Very detailed.

6 Q And if you will turn to page 32, under section  
7 3A, it appears that this program had a scoring process  
8 that determined which businesses would be selected under  
9 the guidelines of the program; is that accurate?

10 A I see that, yes.

11 Q Well, that's not a lottery.

12 A This says certain criteria that they meet  
13 administered by Catholic Charities, that's correct.

14 Q Hang on. The one I'm asking you about is the  
15 Small Business Administration program.

16 A Oh, I'm sorry.

17 Q On page 32 of that document where it references  
18 applications --

19 A I got it. That's right.

20 Q So that's not a lottery, correct?

21 A No.

22 Q Now, if you will turn to the -- the Catholic  
23 Charities program we just discussed, that counsel shared  
24 the subject of the agenda item dated 6/29/2021:  
25 "COVID-19 Flexible Financial Assistance Program

Tom Ramsey - April 18, 2024  
Redirect Examination by Mr. Farrell

1 Administrator Contract --

2 THE COURT: Y'all, remember, court  
3 reporter is writing it all down.

4 MR. FARRELL: Sorry. Sorry. Sorry.

5 THE WITNESS: She is doing better than I  
6 am.

7 THE COURT: You and me both.

8 Q (By Mr. Farrell) If you will turn to page 18 of  
9 that document, please, sir.

10 A (Witness complies.)

11 Q And would you agree with me that under the  
12 terms of this program, Harris County had the ability to  
13 access any records whatsoever regarding the payments  
14 made under this program; is that accurate?

15 A Yes.

16 Q And page 24 indicates that Harris County also  
17 has audit rights under the contract, correct?

18 A That's correct.

19 Q So it appears to me these programs are very  
20 different than the Uplift Harris program.

21 A It would appear. Obviously, there's  
22 requirements. Clearly, knowing people -- knowing  
23 businesses that receive funding through COVID to support  
24 their ongoing operations, talking to businesses -- not  
25 necessarily these businesses, but businesses in general,

1 they were held to a pretty high strict standard in terms  
2 of what they did and what they didn't do with the money.

3 MR. FARRELL: We admit these two as  
4 exhibits.

5 MR. SARKAR: No objection, Your Honor.

6 THE COURT: All right. They are admitted.

7 And for the record, they don't have any  
8 labels. So we are going to call them "the Small  
9 Business Assistance program" and "the Flexible Financial  
10 Business program."

11 MR. FARRELL: That's fine, Your Honor. We  
12 can label them if you prefer.

13 THE COURT: That works. Thank you.

14 Q (By Mr. Farrell) So just one last question,  
15 Commissioner Ramsey. Harris County Commissioners Court  
16 could have chosen criteria for the Uplift Harris  
17 program. That would have been a much smaller group; is  
18 that fair to say?

19 A Well, you could have mirrored a lot of what you  
20 see in those proposals with this as a point of reference  
21 in terms of what could have been, maybe should have  
22 been, but in this category -- yes, you could have.

23 MR. FARRELL: Pass the witness, Your  
24 Honor.

25 THE COURT: Thank you, Counsel.



1 Mr. Sarkar?

2 MR. SARKAR: Yes, Your Honor. I'll be  
3 brief.

4 *RECROSS EXAMINATION*

5 BY MR. SARKAR:

6 Q Commissioner, I'm just going to ask you a few  
7 questions on those programs where you wrapped up with  
8 your counsel, the small business program and the  
9 flexible spending program.

10 With regard to either of those programs,  
11 you didn't receive any reports about how the recipients  
12 were spending the money, correct?

13 A I have not. I have not seen any of those  
14 reports.

15 Q And your counsel just went through certain  
16 contract language, but you understand that those are the  
17 contracts between Harris County and the administrator of  
18 the program, correct?

19 A Understood.

20 Q Those aren't audit rights between Harris County  
21 and the ultimate recipient of the money, correct?

22 A I don't -- I don't -- I haven't looked at it --  
23 that detail. I don't know.

24 Q Okay. You understand that with Uplift Harris,  
25 Harris County has contracted with third parties to

1 administer it, correct?

2 A I do.

3 Q You understand that those contracts have these  
4 same audit rights in them?

5 A Did not know that.

6 Q Would you be surprised to learn that the  
7 contracts with the third parties that are administering  
8 the Uplift Harris program have the same audit rights and  
9 additional contractual language that you see in the  
10 exhibits before you?

11 A I'd have to compare both of them, you know,  
12 line by line, and I don't have that information.

13 Q One last question. You understand that the  
14 flexible spending program -- sorry, the Flexible  
15 Financial Assistance program, that -- the recipients  
16 were also selected by lottery, correct?

17 A I did not know that.

18 Q Okay. Well, let me point you to -- we can go  
19 to the September staff report. You have that in front  
20 of you, Commissioner?

21 A The 2021?

22 Q Yes, 9/14/2021.

23 A Okay.

24 Q And do you see on page 6 of 9, and in Section  
25 4, it says: "Contractor will select qualified

1 applicants for participation in the program at random  
2 using non-discriminatory statistical sampling  
3 methodology that indexes weighted social vulnerability  
4 based on applicant's addresses during the program"?

5 A I see that.

6 Q You see that?

7 A I do.

8 Q Do you now agree that this program is also  
9 administered through a lottery system?

10 A It's administered -- whether it's exactly the  
11 same as what we are doing on Uplift, unless I looked at  
12 the whole program, I couldn't answer you.

13 Q But it is a lottery?

14 A It sounds like it.

15 MR. SARKAR: Thank you. I pass the  
16 witness.

17 MR. FARRELL: Nothing further, Your Honor.

18 THE COURT: Commissioner Ramsey, pleasure  
19 to have you.

20 THE WITNESS: Thank you for having me.

21 THE COURT: Thank you for your testimony.

22 Who is our next witness, please?

23 MR. FARRELL: State would call Mr. Brandon  
24 Maddox.

25

Brandon Maddox - April 18, 2024  
Direct Examination by Mr. Farrell

1                                   BRANDON MADDOX,  
2   *having been first duly sworn, testified as follows:*

3                                   DIRECT EXAMINATION

4           BY MR. FARRELL:

5           Q       Would you introduce yourself, please, sir?

6           A       Yes, sir.  So my name is Brandon Maddox.  I'm  
7   the director of the Office of Planning and Innovation  
8   for Harris County Public Health.

9           Q       Can you tell me more about what the Office of  
10   Planning and Innovation does?

11          A       Our office has three core services that we help  
12   administer with the constituent-facing programs and  
13   services of Harris County Public Health.  The Office of  
14   Planning and Innovation is responsible for the strategy  
15   and planning of new programs, project management and  
16   implementation of existing programs, and the evaluation  
17   and performance management of those program as well.

18                       We have a couple other responsibilities as  
19   well, including selecting, vetting and applying for  
20   grants and monitoring the overall implementation of the  
21   ARPA health portfolio at Harris County Public Health.

22          Q       How long have you held that position?

23          A       I've held the director role since June of 2023,  
24   and previously the associate director role since June of  
25   2022.

1 Q Prior to June of '22, were you still with  
2 Harris County Public Health?

3 A Yes, I have been an employee of Harris County  
4 Public Health for ten years.

5 Q So would it be fair to say you are very  
6 familiar with the Uplift Harris program?

7 A Yes.

8 Q Now, you were in the room earlier when  
9 Commissioner Ramsey was talking, correct?

10 A Yes.

11 Q And there were a lot of areas that Commissioner  
12 Ramsey didn't specifically know the answer to, and I'd  
13 like to address some of those more specific type of  
14 questions with you.

15 Are you the correct person to discuss some  
16 of those issues on the Uplift Harris program?

17 A Yes.

18 Q So tell me -- give me your description of how  
19 the program came about.

20 A First discussions between Harris County Public  
21 Health and Precinct 1 started in June of 2022, quite a  
22 few meetings, e-mails back and forth talking about what  
23 this would look like, could look like in Harris County,  
24 followed by reviewing those data points, subsequent  
25 proposals at the ARPA focus area teams and steering

1 committees until, finally, to Commissioners Court in  
2 June of 2023.

3 Q Who initiated those initial conversations?

4 A I don't recall who the initiator of the  
5 conversation was.

6 Q Was it initiated within Harris County Public  
7 Health or outside of Harris County Public Health?

8 A I do not know.

9 Q So I want to talk about some of the specifics  
10 under the program that Commissioner Ramsey didn't have  
11 specific knowledge of.

12 Do you know how the payments on the  
13 program are to be made?

14 A The payments of the program are administered by  
15 the third-party administrator, GiveDirectly. And the  
16 ultimate participants of the program have the option of  
17 selecting a direct debit card or a direct deposit into  
18 their bank account.

19 Q And so if the mony is direct deposited into a  
20 bank account, presumably, that bank account can be  
21 accessed from anywhere, correct?

22 A I suppose so.

23 Q And similarly, a debit card could be sent or  
24 used anywhere, correct?

25 A The program ensures that the intended

1 recipients receive the funds. So if we are speaking of  
2 where it can be used or where it can be sent, the  
3 intention is to send those funds to the intended  
4 recipient. I wouldn't say that it could be sent  
5 anywhere.

6 Q But a recipient could withdraw cash, that cash  
7 from the bank account and send that wherever, correct?

8 A Correct.

9 Q Now, as we saw earlier, one of the requirements  
10 on the application indicates that the money would be  
11 spent in Harris County. Are you aware of that?

12 A The money that the county is spending is  
13 spending to directly benefit the enrolled participants  
14 who are residents of Harris County.

15 Q But if that money is spent elsewhere, it's not  
16 benefiting Harris County?

17 A I don't know that I agree with that.

18 Q But it's possible the money is spent outside of  
19 Harris County, correct?

20 A It's possible that the intended recipient could  
21 spend the funds outside of Harris County.

22 Q Now, is the program limited to U.S. citizens  
23 and/or permit residents?

24 A The eligibility criteria state that they must  
25 be U.S. citizens or certain noncitizens that are here

1 legally, which are the requirements for any Federal and  
2 public money.

3 Q But you could have non-U.S. citizens or  
4 undocumented residents within the residence of the  
5 recipient of funds, correct?

6 A I'm not sure I understand the question. Could  
7 you repeat?

8 Q If a -- my understanding from your previous  
9 answer is a recipient of funds under the Uplift Harris  
10 program had to meet these certain requirements of being  
11 a U.S. citizen or legally authorized resident of Harris  
12 County, correct?

13 A Correct.

14 Q But those same restrictions don't apply to  
15 everyone in the home. It's simply the recipient of the  
16 funds; is that accurate?

17 A The recipient is the receiver of the funds, and  
18 that's who we deal with in the program. That's who  
19 applies for the program.

20 Q So y'all don't have any knowledge of who else  
21 may be residing within the residence of the recipient of  
22 the Uplift Harris funding?

23 MR. GARZA: Objection, Your Honor,  
24 relevance as to the program specifically. The witness  
25 has already testified who --



1 THE COURT: Sustained.

2 Q (By Mr. Farrell) Do you know why the program  
3 was limited to ten ZIP Codes?

4 A Those are the ten ZIP Codes that exhibit the  
5 highest rate or percentage of poverty in Harris County.  
6 And when you take all of the ZIP Codes in Harris County  
7 and you order them one by one, they have the highest  
8 poverty rates.

9 Q But there are other ZIP Codes in other  
10 precincts that also experience poverty, correct?

11 A There are ZIP Codes in every precinct that  
12 experience poverty, but this is a program for Harris  
13 County and we sought to serve the people in the ZIP  
14 Codes in Harris County who needed it most.

15 Q Why were citizens of other areas or other ZIP  
16 Codes who met all the other requirements, such as being  
17 under the 200 percent Federal poverty level, why were  
18 they excluded from participation in the program?

19 MR. GARZA: Objection, Your Honor. Asked  
20 and answered.

21 THE COURT: Sustained.

22 Q (By Mr. Farrell) Was 30 percent of the funding  
23 reserved for active participants of the Harris -- ACCESS  
24 Harris program?

25 A At the time of the proposal, yes.

1 Q What is ACCESS Harris?

2 A ACCESS Harris is a pilot program; stands for  
3 Accessing Coordinated Care and Empowering  
4 Self-Sufficiency. And through its cohorts, it serves  
5 the most socially vulnerable residents of Harris County  
6 and working with them through a care coordination  
7 platform that encompasses not just Harris County Public  
8 Health but other social safety net services and assists  
9 them with becoming more self-sufficient.

10 Q Now, we looked at a document earlier, I believe  
11 it was Plaintiff's Exhibit No. 6, which indicated only  
12 137 applications were received from active participants  
13 of the ACCESS Harris program; is that accurate?

14 A That sounds accurate.

15 Q Did all 137 of those -- all 137 of those were  
16 awarded?

17 A No. There would have been people that exist in  
18 those 137 that may not have met the eligibility  
19 criteria. So I do not know the final number that were  
20 selected, but given the state -- the state of the  
21 process that we are in, no one has been awarded at this  
22 time.

23 Q Do you know if you can meet the 200 percent  
24 Federal poverty level threshold and not be an active  
25 participant in ACCESS Harris?

1           A       Do I know if a resident of Harris County can  
2 live at or below 200 percent of the Federal poverty  
3 line -- I'm sorry. Can you repeat the question?

4           Q       Can you meet -- can a resident of Harris County  
5 meet the 200 percent Federal poverty level threshold and  
6 not be an active participant in ACCESS Harris?

7           A       By "meet," do you mean below or above the 200  
8 percent?

9           Q       Below. I'm sorry.

10          A       Can a resident -- I'm still not really clear on  
11 what's being asked.

12          Q       ACCESS Harris has certain cohorts within that  
13 program --

14          A       Yes.

15          Q       -- correct?

16                    So I'm just asking: Can a person within  
17 Harris County have an income that's less than the --  
18 under the 200 percent Federal poverty level and not be  
19 an active participant in ACCESS Harris?

20          A       Any resident?

21          Q       Yes.

22          A       Yes.

23          Q       Okay. Now, let's talk about the lottery  
24 selection process. My understanding is that out of the  
25 applications you received, there was first a selection

1 of 6,000 applicants; is that accurate?

2 A Yes.

3 Q And then there was a second step. After the  
4 6,000 were selected from the eligible applicants, those  
5 6,000 applications then went into a lottery; is that  
6 fair?

7 A Yes.

8 Q And as we discussed with Commissioner Ramsey,  
9 the recipients under the program would have full  
10 discretion to spend the funds on whatever they want,  
11 correct?

12 A Within the confines of the terms and conditions  
13 of the program, yes.

14 Q What are the confines of that?

15 A Requirements state that the individual must be  
16 a Harris County community member and remain a Harris  
17 County community member throughout the life of the  
18 program. The funds cannot be used to support terrorism  
19 or fraud or corruption, to harm themselves or another  
20 program participant or for the promotion of any criminal  
21 activity. And they must complete a short follow-up  
22 survey every month administered by GiveDirectly.

23 Q So you said the recipient had to be a Harris  
24 County community resident, correct?

25 A Yes.

1 Q What happens if that recipient moves within  
2 Harris County?

3 A They are obligated to report that change of  
4 address to GiveDirectly, and they will be disenrolled  
5 from the program.

6 Q What if Harris County is not informed of their  
7 move?

8 A If Harris County is not informed, then we  
9 don't -- we don't give the direction to disenroll them  
10 from the program.

11 Q Because Harris County doesn't know, correct?

12 A In the instance that you just described, that's  
13 correct.

14 Q And the other requirement that you just  
15 mentioned, that the funds aren't to be used for  
16 terrorism, fraud, other criminal activity, et cetera,  
17 Harris County -- well, Harris County Public Health  
18 doesn't know what the funds are being spent on, do they?

19 A We know that through individuals who use the  
20 direct debit card, we can see categories of purchases,  
21 things that they may spend those funds on: Food,  
22 housing, rent, utilities. We can see through the  
23 qualitative interviews and the surveys, for the people  
24 who elect to be part of the research, what they are  
25 spending the funds on.

1                   So there are opportunities for Harris  
2 County Public Health to get insight as to what program  
3 participants are spending the funds on.

4           Q       But you don't see the actual purchases,  
5 correct?

6           A       We do not monitor the day-to-day purchases of  
7 program participants.

8           Q       So if someone withdrew 500 cash out of a bank  
9 account, Harris County certainly wouldn't have any  
10 insight into how those funds are being used, correct?

11          A       That's correct.

12          Q       So they could also use the debit card to  
13 purchase a firearm, correct?

14          A       I suppose, if that firearm were procured  
15 legally through the requirements that we have through  
16 the State of Texas.

17          Q       And that's because the recipients of the funds  
18 have full discretion to spend it however they want?

19          A       As long as it is within the confines of the  
20 requirements of the program.

21          Q       So if someone legally purchased a gun with the  
22 funds, Harris County would have no way of knowing  
23 whether that gun was used for criminal purposes or not,  
24 would they?

25          A       It is not in the program's design to monitor

1 what people do with the things that they buy.

2 Q That's the no-strings-attached part, correct?

3 A Guaranteed income programs are generally  
4 thought of as no strings attached, but the reality is  
5 that this program does have requirements attached to it.

6 Q What are those?

7 A The same ones I mentioned before.

8 Q Okay.

9 A I can repeat them, but -- okay.

10 Q No, I understand that y'all put those  
11 restrictions in the application documents. My question  
12 is: How does Harris County know a recipient is  
13 specifically complying with those restrictions?

14 A Well, the program hasn't started yet, so we  
15 don't yet -- yet know, but we might hear from the  
16 third-party administrator. We might hear something from  
17 a concerned community member, neighbor, family member.  
18 And if that were to be the case, we would require that  
19 GiveDirectly stop payments and disenroll those  
20 individuals from the program.

21 Q You said you might hear. There's nothing built  
22 into the program that provides this information to  
23 Harris County or Harris County Public Health, correct?

24 A Correct.

25 Q Do you know if Harris County receives anything

1 in exchange for these payments made under the Uplift  
2 program?

3 A Yeah, guaranteed income programs have been  
4 shown to reduce poverty and a reduced poverty rate  
5 within Harris County is a public benefit. We are also  
6 conducting the third-party evaluation of this program.  
7 So that serves to increase the level of information and  
8 body of knowledge around how programs like this could be  
9 administered or changed, if need be, in Harris County.

10 Q So the evaluation that you just mentioned, that  
11 is after the fact?

12 A It's happening at the same time. As a matter  
13 of fact, it's already started.

14 Q What evaluations have you placed right now?

15 A Evaluation is a randomized controlled trial.  
16 So it looks at the impact of these funds over the life  
17 of the program, and it looks at the impact not just on  
18 the program participants but on another subset of people  
19 who are not ultimately selected to be a part of the  
20 program to measure, then, the differences between  
21 outcomes, seeing what those outcomes might be for  
22 somebody who does not receive these funds compared to  
23 people who do receive the funds.

24 Q All right. But we don't know the results until  
25 after the program?



1           A       We will get baseline information from within  
2 the next couple of months for people who completed the  
3 baseline survey and baseline qualitative interviews. We  
4 are also expecting that the third-party evaluator  
5 produce reports at the 6-, 12-, 18- and 24-month marks.

6           Q       I apologize if I misunderstood your previous  
7 answer. I guess I'm having a hard time understanding  
8 currently what is being evaluated if no funds have yet  
9 been disbursed under the program.

10          A       The baseline information for which the program  
11 participants and nonparticipants, that information is  
12 being evaluated right now --

13          Q       Okay.

14          A       -- so that we can see what the differences are  
15 over the life of the program.

16          Q       And, again, that evaluation is after the  
17 program had been administered, not evaluated from the  
18 perspective of how the funds are specifically being  
19 used; is that fair?

20          A       It looks at how funds are being used. It looks  
21 at differences in the health, education, you know,  
22 personal outcomes of these people who are receiving  
23 these funds. And while there is a component of looking  
24 at things after the fact, the reality is that we  
25 evaluate throughout the course of the program to ensure

1 that we get robust information at the beginning, during  
2 and after the program.

3 Q This evaluation process you just discussed, my  
4 understanding from your testimony is that it is looking  
5 at some of those residents who were not selected under  
6 the program; is that fair?

7 A That's correct. It utilizes both the treatment  
8 and a control group.

9 Q So it's looking at whether or not they received  
10 any benefit under this program?

11 A It's looking at the differences between people  
12 who do receive the direct benefit and those who did not  
13 receive the direct benefit.

14 Q So if someone is not receiving the direct  
15 benefit, then by definition, they can't benefit from the  
16 program, correct?

17 A No. It's that -- an individual may experience  
18 different individual outcomes. But we have also seen  
19 that individuals who received these funds spend the  
20 money within their local communities. They spend the  
21 money at local shops, grocery stores, and thereby  
22 increasing the local economy.

23 So just because an individual is receiving  
24 funds does not mean that there are not direct community  
25 benefits that happen as a result.

1 Q What return does Harris County get from this  
2 program?

3 A The expected impact of the program has been  
4 reduced poverty, increased self-sufficiency of those  
5 program participants, the ability to find employment or  
6 all of these other community-level benefits that occur  
7 when you lift one or, in this case, 1,928 people up out  
8 of poverty.

9 Q And how does that benefit specifically Harris  
10 County government?

11 A Having a lower poverty rate directly benefits  
12 Harris County government because it -- I'm going to end  
13 there. Having a lower poverty rate directly benefits  
14 Harris County government.

15 MR. FARRELL: Thank you. I will pass the  
16 witness, Your Honor.

17 THE COURT: For the benefit of our court  
18 reporter, we are going to take a brief break.

19 (Break taken.)

20 THE BAILIFF: Court come to order.

21 THE COURT: Mr. Maddox, will you return,  
22 please?

23 (Witness returns to witness stand.)

24 THE COURT: Mr. Farrell, whenever you are  
25 ready.

1 MR. FARRELL: I'm sorry, Judge, I had  
2 passed the witness.

3 THE COURT: Oh, I'm sorry. I missed that  
4 part.

5 MR. GARZA: Your Honor, if I may, just a  
6 matter of housekeeping, we do have copies of all our  
7 exhibits for Your Honor if you would like me to bring  
8 them up to the bench right now.

9 THE COURT: Thank you. If they are yours,  
10 we did print a binder from the Deeds system.

11 MR. GARZA: May I proceed, Your Honor?

12 THE COURT: You may.

13 CROSS-EXAMINATION

14 BY MR. GARZA:

15 Q So, Mr. Maddox, just to kind of back up for a  
16 second, real briefly, to get a broader overview of this  
17 program we have been talking about like an hour and a  
18 half.

19 Can you, please, tell us -- please tell  
20 the Court when y'all started looking at this program in  
21 2022, what did y'all look at? What did y'all consider?

22 A We looked at existing data about Harris County.  
23 So things like poverty rates, things like median  
24 household income and we looked at those by ZIP Codes to  
25 where the need exists in Harris County. We also looked

1 at several studies, other examples from jurisdictions  
2 across the nation to see how they were implementing  
3 these types of programs and then from there, you know,  
4 utilizing both of those sets of information to inform  
5 how we would propose putting this forward in Harris  
6 County.

7 Q And just to clarify were there other similar  
8 programs already enacted in Texas?

9 A In Texas, yes.

10 Q Where were those?

11 A San Antonio and Austin.

12 Q And after reviewing those studies and making  
13 your initial determinations, what did y'all determine  
14 the goals of this program should be?

15 A The goals of the program included reducing  
16 poverty in Harris County, increasing employment,  
17 increasing the self-sufficiency of the program  
18 participants.

19 Q After you did that initial stage, was there any  
20 document created at that time to kind of summarize or  
21 your program's goals and positions and what y'all  
22 reviewed?

23 A Yeah, absolutely. That was the proposal that  
24 was first presented to the ARPA focus area team.

25 MR. GARZA: Your Honor, may I approach?

1 THE COURT: Certainly.

2 Q (By Mr. Garza) I'm going to hand you what's  
3 already been preadmitted as Defendant's Exhibit A.

4 Do you recognize this document?

5 A I do.

6 Q Is that the proposal that you were just  
7 speaking about?

8 A It is.

9 Q I'm not going to ask any specific questions  
10 about it at the moment.

11 Now, after your department created that  
12 proposal, what did you do with it? What were the next  
13 steps to get this program up and running?

14 A Reviewing and approving the program proposal  
15 documents with the ARPA focus area team, reviewing and  
16 approving those proposal documents with the ARPA  
17 steering committee and then finally presenting those  
18 documents to Commissioners Court on June 6th for review  
19 and approval.

20 Q So before June 6 before Commissioners Court  
21 approved it, there were several stages where this  
22 information was considered and discussed?

23 A Yes, that's correct.

24 Q You heard Commissioner Ramsey's testimony  
25 earlier today, was there anything that prevented his

1 staff from coming to any of those multiple stages before  
2 it went to Commissioners Court?

3 A No. It's a common practice for the ARPA  
4 portfolio management office to post the focus area team  
5 meetings and the steering committee meetings with  
6 representatives of all precinct commissioner staff. So  
7 could be at the focus area team consisting of policy  
8 advisors or senior policy advisors and then typically at  
9 the steering committee chief of staff or deputy chief of  
10 staff for those commissioner precincts.

11 Q Did you try to involve Precinct 3 in those  
12 meetings or staff of Precinct 3?

13 A Did I specifically try? No. At the time when  
14 the proposal was presented to the focus area team and to  
15 steerco, I had begun my paternity leave at that time.

16 Q How long were you on paternity leave?

17 A Twelve weeks from February 2nd through May 2nd.

18 Q Taking into account that you weren't personally  
19 there, is it common practice in your department when you  
20 are doing proposals for Commissioners Court to try to  
21 give information to all precincts and all stakeholders  
22 who would later decide on the program?

23 A It is common practice for us to provide that  
24 information to office of county administration. They in  
25 turn ensure that all precinct offices as well as the

1 judge's office are aware of these items through these  
2 meetings and subsequent e-mails.

3 MR. GARZA: Your Honor, may I approach?

4 THE COURT: You may.

5 Q (By Mr. Garza) You stated this program went to  
6 Commissioners Court, I believe you said June 6, 2023; is  
7 that correct?

8 A Yes.

9 Q I'm going to hand you what's been preadmitted  
10 as Defendants' Exhibit B.

11 Do you recognize that document?

12 A I do.

13 Q And in that document does that list the  
14 background information related to this steer proposal in  
15 Exhibit A that we talked about?

16 A Yes.

17 Q Does that document list what the expected  
18 impacts of the program were going to be?

19 A It does.

20 Q And what were those expected impacts?

21 A Expected to reduce poverty, reduce  
22 unemployment, improve the incentive and ability to work,  
23 provide financial security and boost self-employment.

24 Q And was that document -- or sorry, was that  
25 agenda item before Commissioners Court, was that one



1 approved?

2 A Yes.

3 Q So by June 6, 2023, this program was public and  
4 everybody knew about it, any member of the public  
5 including the State, everyone knew -- or could have  
6 known -- this program had already been approved by  
7 Commissioners Court, correct?

8 A On June 6th, yes.

9 MR. GARZA: Your Honor, may I approach  
10 again and do you mind if I kind of stand over there?

11 THE COURT: I do not mind at all.

12 MR. GARZA: Thank you, Your Honor.

13 THE COURT: Certainly.

14 Q (By Mr. Garza) I'm going to hand you what's  
15 been preadmitted as Defendants' Exhibit G.

16 Do you recognize that document?

17 A I do.

18 Q What is that document?

19 A This is a request for court action. This would  
20 have been the second time that this program went in  
21 front of Commissioners Court as Harris County Public  
22 Health requested permission or approval of two positions  
23 required to provide assistance and oversight of the  
24 Uplift Guaranteed Income Pilot.

25 Q Was that agenda item approved by the Court?

1       A       It was.

2       Q       Does that agenda item have an attachment  
3 attached to it?

4       A       It does.

5       Q       Do you recognize that backup?   What is that?

6       A       Backup document, this appears to be the slides  
7 that were presented to the steering committee.   Yeah,  
8 reviewed and approved at the steering committee meeting.

9       Q       So even if members of a precinct staff did not  
10 come to the steering committee, documents reflected at  
11 that steering committee were presented to Commissioners  
12 Court as an attachment that was later approved in that  
13 agenda item; is that correct?

14      A       Yes.

15      Q       I'm going to hand you what's been preadmitted  
16 as Defendants' Exhibit C.

17                   Do you recognize that document?

18      A       Yes.

19      Q       What is that document?

20      A       This is the third time that this program would  
21 have gone in front of Commissioners Court.   It is the  
22 requests for approval to award funds to Elite Research,  
23 the third-party evaluator.

24      Q       What is Elite Research's role in Uplift Harris?

25      A       They are the third-party evaluator.   They are

1 the ones that are conducting the randomized control  
2 trial on behalf of Harris County to study the program  
3 impact.

4 Q I'm going to hand you what has been preadmitted  
5 as Defendants' Exhibit D.

6 Do you recognize that document?

7 A Yes.

8 Q And can you tell the Court what that document  
9 is.

10 A This would have been the fourth time that this  
11 program was presented in front of Commissioners Court.  
12 This time a request to approve an award, a contract  
13 award, to give directly, the thirty-party nonprofit  
14 administrator of the Uplift Harris program.

15 Q Can you turn to -- sorry. Does that document  
16 have an attachment to it?

17 A Yes.

18 Q Can you turn to the attachment labeled sub  
19 recipient agreement between Harris County, page one of  
20 72?

21 A Sorry, could you repeat?

22 Q Page one of 72 and it's about --

23 A Oh, the contract?

24 Q Yes, the contract, about five pages in.

25 A (Witness complies.) Okay.

1 Q Do you see up at the top where it lists the  
2 parties. Sorry. It says this agreement is made and  
3 entered into by and between Harris County, the County,  
4 then it goes on from there. Do you see that?

5 A Yes.

6 Q Do you see where it says that Harris County and  
7 GiveDirectly are the parties here?

8 A Yes.

9 Q Can you flip to page three of 72?

10 A Okay.

11 Q Can you read -- do you see sub-part E on that  
12 page?

13 A I do.

14 Q Can you read that part, please?

15 A The parties agree that providing the services  
16 through participation in the project serves a public  
17 purpose.

18 Q Okay. Just a few more questions on this  
19 exhibit.

20 Can you go to page six of 72?

21 A Okay.

22 Q Do you see where it says under section six  
23 terms of sub award?

24 A Yes.

25 Q And you see where under the fourth section of

1 that subsection, 84, that it talks about the program  
2 will be disbursed in increments of \$5 million at a time?

3 A Yes.

4 Q And why was that? Why was it decided  
5 GiveDirectly would receive installments of \$5 million  
6 instead of like a lump sum?

7 A This is a quality control measure to ensure the  
8 performance of the non-profit third-party administrator  
9 are meeting our expectations and it's to ensure that we  
10 are not just giving out these funds all at once. And  
11 that they are, in fact, meeting their performance  
12 expectations.

13 Q So in this contract and in all these  
14 attachments, GiveDirectly had information that they have  
15 to provide back to the County about how the program is  
16 running; is that correct?

17 A Yes.

18 Q And if you, your department learns, or the  
19 County learns that GiveDirectly is not performing as  
20 expected, would you stop these installments of \$5  
21 million?

22 A Yes. I think we first would try to remediate  
23 that between Harris County Public Health and  
24 GiveDirectly first; but if that were not fruitful, the  
25 next step would be stopping the payments and working

1 with the county attorney's office to figure out what the  
2 next stage in the contract is.

3 Q And as we sit here today, do you know how many  
4 installments, how much money GiveDirectly has already  
5 been provided from the County?

6 A They have been provided one installment of the  
7 total funds. So, five million.

8 Q I promise last thing I will ask on this. If  
9 you skip about 30 pages or so to page 23 of 41.

10 A 23?

11 Q Of 41.

12 A Of 41.

13 Q And section seven entitled "Scope of Services  
14 and Requirements."

15 A Okay.

16 Q Can you kind of scan through that scope of  
17 services, does this information contain information that  
18 was in that proposal that we saw earlier in Exhibit A?

19 A It does. It contains the requirements of the  
20 program design.

21 Q Okay, and then just to confirm, to clarify,  
22 this document was presented to Commissioners Court and  
23 approved by Commissioners Court --

24 MR. GARZA: I'm sorry, Your Honor, can I  
25 approach?

1 THE COURT: You may, you may.

2 A It was.

3 Q (By Mr. Garza) The document was approved by  
4 Commissioners Court in total including the attachments?

5 A Yes.

6 Q We are done with this exhibit for now.

7 THE COURT: Mr. Garza, may I ask a  
8 question, please?

9 MR. GARZA: Yes, Judge, of course.

10 THE COURT: Mr. Maddox, if you know, the  
11 first disbursement of \$5 million, if GiveDirectly  
12 already has it, is that sufficient to cover the first  
13 intended or planned payment to all of the recipients  
14 that whatever is supposed to happen April 24th or not?

15 THE WITNESS: It does.

16 THE COURT: Thank you. If you know, is it  
17 queued up, if you will, like, is it going to be debit  
18 cards? Are they purchased or obtained or programmed or  
19 ready? What is the state of affairs if you know for the  
20 actual disbursement?

21 THE WITNESS: A little over 1500 people  
22 have completed enrollment. So these individuals either  
23 have a debit card with no money on it currently or have  
24 provided their direct deposit information. As we  
25 continue to April 24th, the next phase is really loading

1 that or to be provided to those --

2 THE COURT: Which I assume is computer  
3 entries literally that activate or deliver the  
4 instructions to the banks/entities to make the money  
5 available to the recipient?

6 THE WITNESS: Yes.

7 THE COURT: If you know, is that a button,  
8 two minutes, is it easy peasy, is it hard -- pardon me,  
9 not easy peasy --

10 THE WITNESS: I do not know.

11 THE COURT: Is it pre-established such  
12 that it is easy to execute whatever demands are required  
13 to disburse them?

14 THE WITNESS: I don't know.

15 THE COURT: Thank you. Thank you,  
16 Mr. Garza.

17 MR. GARZA: Thank you, Judge. May I  
18 proceed?

19 THE COURT: You may.

20 Q (By Mr. Garza) So we -- you have gone into the  
21 court with this program multiple times in 2023, it's  
22 approved. What then does your department do after the  
23 Court approved those vendors, after the Court said, go  
24 ahead with the program, what was the next step?

25 THE COURT: Commissioners Court?



1 MR. GARZA: Sorry, yes, Commissioners  
2 Court.

3 THE COURT: I'm sorry. I just --

4 THE WITNESS: So after the Court approves  
5 the program and we go through the process of procuring  
6 and selecting the vendors that will ultimately  
7 administer the program as well as the evaluation, we  
8 start the planning of the program between October and  
9 January. So October of 2023 through January of 2024.

10 Q (By Mr. Garza) Let me stop you right there.  
11 Your department has already been in the process of  
12 implementing this program for six, seven months or  
13 further, eight months? Is that about right?

14 A Yeah, if we go back to June 6th when we really  
15 started the work, the work that comes after just  
16 proposing the work, then, yes, it would be about -- I  
17 guess now it's ten months.

18 Q Okay. So you have been working on this for  
19 about ten months. Can you describe to the Court what  
20 that entails for your department? Like, what's the  
21 process or steps of getting people to apply to this  
22 program and eligible for this program?

23 A The application for the program started on  
24 January 12th. It lasted through February 2nd of 2024.  
25 And through that process, we received over 82,000

1 applications.

2 Those applications were screened for the  
3 initial eligibility criteria, which were that the  
4 individual must be living in one of those top ten  
5 highest poverty ZIP Codes, that they have a household  
6 income of less than 200 percent of the Federal poverty  
7 line, that they are 18 years of age or older and that  
8 they are either a U. S. citizen or non-citizen with  
9 legal status. And of those 82,500 applications, around  
10 50,000 -- more than 50,000 were eligible based on those  
11 criteria.

12 Q What happened next after y'all defined these  
13 50,000 were eligible?

14 A That's the Phase One selection lottery that  
15 then brings the number down from 50,000 to a little over  
16 6,000. At that time, those 6,000 individuals were  
17 invited to submit a Phase Two application, which asked  
18 them to provide further documentation about their  
19 identity, further documentation about their income, and  
20 that documentation is then reviewed both by AI and  
21 GiveDirectly staff to ensure that, A, it meets the  
22 requirements we have set out in the program; and, B, to  
23 ensure that there's no fraud in the program design.

24 Q So that second set is further verification to  
25 confirm who people are and what they say is accurate is

1 accurate?

2 A Yes.

3 Q What happens after someone meets both of those  
4 phases or both of those steps of eligibility?

5 A That's when Elite Research conducts the final  
6 lottery to then narrow down to the final 1,928  
7 households. Those 1,928 or so are invited to complete  
8 enrollment either on line or in person where they are  
9 asked to submit their information about whether they  
10 prefer a direct debit card or direct deposit. They are  
11 asked to accept the terms and conditions and they are  
12 asked to agree to participate in the program considering  
13 all the information that's been provided to them.

14 Q And you have already been asked about that  
15 eligibility form today by opposing counsel. Is that the  
16 eligibility form that states the person must meet those  
17 controls of being a resident in Harris County, not using  
18 it for terrorism, not using it for crime; is that  
19 correct?

20 A Yes.

21 Q I guess you were asked, well, what if someone  
22 after making that agreement uses it, God forbid, for  
23 terrorism or for crime, what would your department do if  
24 you find out about that alleged activity that counters  
25 the terms and conditions?

1           A       So that would be immediately stopping payments  
2 to that individual.   They would be disenrolled from the  
3 program and then we would work with GiveDirectly's legal  
4 team, as well as Harris County's legal team, to figure  
5 out what the next steps would be for potentially  
6 recovering those funds from that individual.

7           Q       Just based in reality, is there any way you can  
8 predetermine or have some psychic ability to know what  
9 someone would actually spend the money on after they  
10 made that agreement before someone comes to the  
11 department and says -- makes the allegation someone has  
12 committed a crime?

13          A       I'm sorry, I don't --

14          Q       That was a bad question.   Let me strike that.  
15 Let me try to rephrase that.

16                    Until someone reports that one of the  
17 participants is using the money how they are not  
18 supposed to, how they agreed they would not, how is the  
19 department supposed to know that?   How is the department  
20 supposed to know that criminal activity took place using  
21 these funds?

22          A       We don't.

23          Q       Would you ever be able to know that on any of  
24 your programs or grant moneys that are given out to  
25 Harris County residents?

1 A I do not know.

2 Q You would have to have someone inform you; is  
3 that correct?

4 A Correct.

5 Q When were these -- when are these checks  
6 supposed to go out, the first round?

7 A April 24th.

8 Q Next week?

9 A Correct.

10 Q How many people are currently enrolled and  
11 expecting to receive that check on April 24th, next  
12 week?

13 A As of yesterday that number was 1,516 and that  
14 number grows daily as more of the selected participants  
15 continue to enroll.

16 Q So those people -- it's already been told to  
17 them, they have been confirmed they are supposed to get  
18 this check April 24th?

19 A Correct.

20 MR. GARZA: Your Honor, pass the witness.

21 THE COURT: Thank you very much.

22 MR. FARRELL: Thank you, Your Honor. If I  
23 may.

24 THE COURT: Yes.

25

1 REDIRECT EXAMINATION

2 BY MR. FARRELL:

3 Q Mr. Maddox, if you look at -- you previously  
4 discussed Defendants' Exhibit B, you discussed some of  
5 the expected impacts of the program. Remember that line  
6 of testimony?

7 A Yeah.

8 Q Was Harris County Public Health expecting that  
9 impact to only be in Precinct 1?

10 A No.

11 Q Are there recipients that have been identified  
12 of the Uplift Harris program in Precinct 2?

13 A I do not know -- I do not have access to the  
14 specific recipient information. But the ZIP Codes in  
15 which the target ZIP Codes come from are inclusive of  
16 Precinct 2.

17 Q Inclusive of Precinct 2. Is that what you  
18 said? Inclusive of Precinct 2?

19 A There are target ZIP Codes that exist in  
20 Precinct 2.

21 Q Okay. Do you know if any of the 1928  
22 identified recipients reside within Precinct 2?

23 A I do not have that specific address  
24 information.

25 Q Okay. Same question: Do you have any

1 knowledge regarding identified recipients that may live  
2 in Precinct 4?

3 A Not an identified recipient -- oh, actually,  
4 yes. 77081, one of the target ZIP Codes, is  
5 specifically in Precinct 4.

6 Q Okay. Do you have any knowledge regarding a  
7 resident within Precinct 4 that may have been identified  
8 as a recipient of funds?

9 A The probability that a Precinct 4 recipient is  
10 not in the final participants is so infinitesimally  
11 small that it's impossible.

12 Q Okay. Now we discussed on Defendants' Exhibit  
13 C that Elite Research was hired to research the impact  
14 of the program?

15 A Yes.

16 Q So as we sit here today, Harris County and  
17 Harris County Public Health does not know the impact of  
18 the program?

19 A We know the impacts of similar programs as we  
20 have seen in some of those studies and the other white  
21 papers from across the nation, but as of today, the  
22 research is ongoing.

23 Q So we don't know the impact today?

24 A We do not know the impact today as the payments  
25 have not yet gone out.

1 Q Has there been any study or evaluation of this  
2 program as it is currently drafted?

3 A The program has not started so there has not  
4 been an evaluation of the Uplift Harris program,  
5 although there's many, many evaluations of similar  
6 programming in other jurisdictions.

7 Q On the Defendants' Exhibit E, which is the  
8 Uplift Harris County enrollment form, we previously  
9 discussed, do you know what was updated two days ago?

10 A On the enrollment form?

11 Q Yes, sir.

12 A You asked about what was updated two days ago?

13 Q If you notice up at the top it says last  
14 updated 4/16/24, I'm just curious what was changed.

15 A Nothing would have changed since the beginning  
16 of enrollment. What likely changed is previously we had  
17 placeholders in the enrollment form for the Uplift  
18 customer service line, right? And those were updated  
19 before sending them to our attorneys' office.

20 So the enrollment form that's been with  
21 the community or with GiveDirectly to actually have in  
22 front of an individual, that has not changed.

23 Q I think earlier you said you discussed that \$5  
24 million at a time was being transferred to GiveDirectly.

25 I believe you said if GiveDirectly was not



1 performing in accordance with their contract terms  
2 Harris County could stop the payments. Is that fair?

3 A Correct.

4 Q Okay. But there's no way Harris County would  
5 know or Harris County Public Health would know if a  
6 recipient of the Uplift Harris funds was not complying  
7 with the program, correct?

8 A There's not no way to know. I think I  
9 mentioned that we might hear something from  
10 GiveDirectly. We might hear something from a concerned  
11 community member or a family member; but, yeah, like I  
12 said, there's not no way to find out somebody is using  
13 these funds through illegal means.

14 THE COURT: Mr. Maddox, didn't you also  
15 say if the debit card is used, you can monitor  
16 categories?

17 THE WITNESS: Categories of purchases,  
18 correct. So we can see if they used it at a grocery  
19 store.

20 THE COURT: But these are categories that  
21 are available in the banking system, not something that  
22 is attached somehow to the card itself, or is it?

23 THE WITNESS: It's attached to the card  
24 itself but it is not specific to say that they went to  
25 Walmart and purchased the following items.

1 THE COURT: You determined -- someone in  
2 the program determined the categories that are available  
3 for categorization for the card user?

4 THE WITNESS: The categories are  
5 determined by GiveDirectly and the vendor that they use  
6 to administer these cards.

7 THE COURT: Do you know other than grocery  
8 what the categories are?

9 THE WITNESS: I don't.

10 THE COURT: Okay, thank you.

11 Q (By Mr. Farrell) So in the event a recipient  
12 did happen to use the funds incorrectly, you couldn't  
13 get those funds back from the recipient, is that fair?

14 A I don't know personally if that's something  
15 that I can do or not. I'd have to consult with the  
16 county attorney's office as well as GiveDirectly's  
17 legal.

18 Q So if someone withdrew the funds and went  
19 somewhere, outside of Harris County, outside of the  
20 State of Texas, wherever, and blew that money on  
21 whatever they wanted, there would be no public benefit  
22 to Harris County and no return of benefit to Harris  
23 County, correct?

24 A I think that statement makes a lot of  
25 assumptions, but the benefit to Harris County is that

1 the money went to a Harris County resident.

2 Q But there wouldn't be any return of benefit  
3 back to Harris County in that scenario?

4 A We don't know what they spent the money on so  
5 it could.

6 Q So just assume and I understand there's  
7 assumptions in my question, assuming a person takes the  
8 money and goes outside of Harris County, there is no  
9 return benefit at that point to Harris County?

10 A I think I'm getting tripped up on the question,  
11 but what somebody spends the money on may or may not  
12 have direct benefit on Harris County. Even if it's  
13 outside the county, if it is something that helps that  
14 community member, then it does help a community member  
15 of Harris County, thereby helping Harris County.

16 Q So if someone withdrew the money, went to  
17 Vegas, lost it gambling in Vegas, what's the benefit to  
18 Harris County?

19 A I can't argue a benefit to going to Vegas.  
20 That's not something that we've looked at.

21 Q But how the program is structured theoretically  
22 that is something someone could use the money for if  
23 they chose, correct?

24 A Theoretically, yes. But that's not what we  
25 typically see in other jurisdictions that have done

1 similar programmings.

2 MR. FARRELL: All right. I will pass the  
3 witness, Your Honor.

4 THE COURT: Mr. Maddox, if a community  
5 member found great joy in traveling on a plane to Vegas,  
6 that community member would be benefited?

7 THE WITNESS: The community member itself,  
8 yes.

9 THE COURT: And if the community member  
10 won in Vegas and brought all their Vegas money back, it  
11 could be a benefit?

12 THE WITNESS: Yes.

13 THE COURT: All right. And I want to  
14 know, if you know, are all of the precincts represented  
15 in the ZIP Codes that are part of the program or not?

16 THE WITNESS: No, not all precincts are  
17 represented within the ZIP Codes. Living within a  
18 certain precinct was never a consideration for the  
19 eligibility criteria as that politicizes the intent of  
20 the program.

21 THE COURT: But it so happens that it is  
22 correct that all the Precinct 1 have ZIP Codes with the  
23 most impoverished people?

24 THE WITNESS: Yes.

25 THE COURT: But that distinction or

1 exclusion has nothing to do with anything other than a  
2 statistical reality of the socioeconomic status of  
3 people who live there?

4 THE WITNESS: That is correct.

5 THE COURT: Whose data is it that  
6 comprises the ZIP Code poverty information? I thought  
7 it was a collection of census data and other non-Harris  
8 County data.

9 THE WITNESS: That's correct.

10 THE COURT: And if the money is blown, is  
11 it now or has it ever been deemed Harris County's money?  
12 These ARPA funds that support the program, that fund the  
13 program?

14 THE WITNESS: Well, they originated as  
15 Federal dollars that we implement these projects and  
16 programs within Harris County.

17 THE COURT: But is there a portion of this  
18 particular program that is Harris County contributed  
19 money, or is it all ARPA?

20 THE WITNESS: All ARPA money.

21 THE COURT: If you have an opinion about  
22 it, if the money is poorly used, as has been implicitly  
23 asserted, whose money harm is that, if you will?

24 THE WITNESS: The Federal government.

25 THE COURT: And we are a member and we

1 care about that but --

2 THE WITNESS: Right.

3 THE COURT: Okay. Thank you very much.

4 Anyone else?

5 MR. GARZA: Your Honor, if I can just ask  
6 a couple.

7 THE COURT: Certainly.

8 *RECROSS-EXAMINATION*

9 BY MR. GARZA:

10 Q It was brought up about the eligibility form  
11 and that there was a last update, did the terms and  
12 conditions on that eligibility form change at all?

13 A No.

14 Q And kind of piggy-backing off of the Judge's  
15 questions, when y'all were looking at the study in  
16 determining how it was spent and looking at previous  
17 studies and analysis, did those previous studies and  
18 analysis give you any concern that people would use this  
19 money and go gamble in Vegas or use it for criminal  
20 activities or terrorism?

21 A No. What we typically see is that the vast  
22 majority of program participants in guaranteed income  
23 programs spend the money on housing, food, utilities,  
24 basic necessities that are becoming harder to afford.

25 MR. GARZA: Your Honor, I pass the

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1 witness.

2 THE COURT: Thank you. Just to be clear,  
3 that's what you typically see in most recipients?

4 THE WITNESS: Correct.

5 THE COURT: Use it in conformity with the  
6 program?

7 THE WITNESS: Correct.

8 THE COURT: Is it fair to say in life  
9 given your profession and your work, there are always  
10 outliers?

11 THE WITNESS: Always, in everything.

12 THE COURT: Thank you very much. You may  
13 step down, Mr. Maddox.

14 All right, Counsel, I know you have  
15 witnesses that you want to present. How many?

16 MR. FOMBONNE: No, Your Honor. That was  
17 defense's only witness.

18 THE COURT: All right. Fantastic. So I  
19 was going to suggest y'all please help me by helping me  
20 isolate what I have heard. I am trying to understand,  
21 because I don't recall hearing any specific testimony on  
22 the harm to the State. The irreparable harm to the  
23 State and in the written documents that are a part of  
24 the proceeding, it was a violation of constitutional  
25 law. If we determine that was the case, is that --

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1 MR. WASSDORF: I will address those  
2 issues. Under the case law cited in our petition and  
3 application for temporary injunction, it is an inherent  
4 harm to the State if the state's laws are violated and  
5 that is the argument that we are proceeding under.

6 THE COURT: Yes, and so then, further, the  
7 argument was and is if there is no public benefit as a  
8 result of this program that is a harm that satisfies the  
9 requirements to find a violation of the constitution  
10 essentially.

11 MR. WASSDORF: I don't believe the lack of  
12 public benefit goes to the harm element. The harm  
13 element is due to the violation of state law. The  
14 public benefit aspect goes to -- a program such as this  
15 must have a public benefit in order to pass the test  
16 under the gift clause under the Texas Constitution.

17 THE COURT: Mr. Wassdorf, let me state it  
18 differently, because I want to make sure I'm not  
19 misunderstanding the matter of law here. If the program  
20 does include a public benefit, it does not violate the  
21 constitution; is that correct?

22 MR. WASSDORF: Our position is that it has  
23 to be a strictly public benefit. I don't think public  
24 benefit can be, you know, a mere part of it. It has to  
25 be for a public benefit.



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1 THE COURT: All right. Would you agree  
2 that that is whether or not it has to be strictly or  
3 partially, that's a matter of law?

4 MR. WASSDORF: Yes, I would think so, Your  
5 Honor.

6 THE COURT: So what we had so far to  
7 examine today is whether or not we have testimony that  
8 this program does or does not have a sufficient public  
9 benefit; is that correct?

10 MR. WASSDORF: It is more than that, Your  
11 Honor. Public benefit is one aspect of the test under  
12 the *Texas Municipal League* case. You know, also  
13 included there is a return benefit to the government for  
14 the money. That is separate and distinct from the  
15 public benefit.

16 THE COURT: Yes, you have made that point.

17 MR. WASSDORF: Yeah, aspect.

18 THE COURT: Right. Pursued the point.

19 MR. WASSDORF: Then also under *Texas*  
20 *Municipal League*, there are required to be adequate  
21 controls on the money and I think that is the aspect of  
22 this program that is most significantly lacking.

23 THE COURT: If you could highlight in your  
24 view based on the testimony we've heard today, what is  
25 the most salient evidence of a lack of adequate

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1 controls?

2 MR. WASSDORF: The fact that the  
3 restrictions on the use of the money is limited to you  
4 can't use it for terrorism, you can't use it for  
5 criminal activities or fraud, but, for example, you  
6 still could use to it fly to Vegas and blow it on the  
7 casinos. I understand, Your Honor --

8 THE COURT: Reasonable minds can differ  
9 about what a trip to Vegas means but I hear you. Okay.

10 MR. WASSDORF: There is no restriction or  
11 even monitoring other than those criminal restrictions  
12 on the use of the funds. And there's no ability for  
13 Harris County to come in and say, no, you got to use it  
14 in this way that -- for example, for housing, for food,  
15 for child care.

16 THE COURT: Would you agree that in  
17 evaluating the controls of a particular program, the  
18 control analysis is to evaluate whether or not the  
19 intended benefits or the return benefit, if it is agreed  
20 there are any, is what is being monitored or what should  
21 be controlled?

22 MR. WASSDORF: I don't know that I would  
23 go that far, Your Honor. I don't think it is  
24 exclusively that. I think that is a significant aspect  
25 of what the controls are about. But I think more

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1 generally it is just making sure that the money is being  
2 spent how it should.

3 THE COURT: All right. So as per  
4 testimony here today, I believe the only discussion  
5 about controls was that discussion about controls for  
6 three other programs, which had similar setups, though  
7 perhaps different controls. But as I understood the  
8 commissioner, who I believe was the only person to  
9 testify about those controls, he wasn't sure what the  
10 controls were or how the analysis or post-program  
11 evaluations took place or even whether they existed.

12 MR. WASSDORF: As we have admitted the  
13 contracts are, whatever those documents were with  
14 respect to those other programs, the controls and the  
15 restrictions on the spending under those programs is now  
16 in the record and I believe that should be sufficient.

17 THE COURT: You believe that should be  
18 sufficient. Okay. And as to the matter of no adequate  
19 remedy at law, the perception I have, based on the  
20 testimony elicited, is that if you cannot get that  
21 specific money back from the participants that is an  
22 irreparable harm. Is that the sum total of your  
23 argument, other than those that go to protecting the  
24 State's need to be in the constitution?

25 MR. WASSDORF: Yes, Your Honor, I think I

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1 understand. You know, and so I think it is both. That  
2 it is an irreparable harm for the State's laws to be  
3 violated and also due to the fact this money would not  
4 be recoverable likely due to the circumstances of these  
5 individuals. Even if Harris County could attempt to  
6 recover the money, they would likely be judgment proof.

7 THE COURT: So please educate me. Could  
8 one, you, the State if it were deemed necessary ever get  
9 money from the County for what might be deemed a bad  
10 program? Like, why is the money only recoverable? Are  
11 you telling me it is legally recoverable only from the  
12 recipient? Would you make the County pay the Federal  
13 government back somehow, \$20 million?

14 MR. WASSDORF: I'm not sure the State  
15 would be responsible for that. I think the Federal  
16 government could and I am not familiar with the details  
17 of the distributions under the ARPA program and what  
18 options there are for the Federal government to recover  
19 the money from the County or the County from the  
20 third-party administrator after that money has gone out  
21 the door.

22 THE COURT: But you would agree based on  
23 your general knowledge of programs presented and made  
24 available by the Federal government that there are  
25 plenty of controls with a long history if there were a

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1 need to repair harms you would expect?

2 MR. WASSDORF: I don't know that I would  
3 agree with that, Your Honor.

4 THE COURT: All right. Okay, am I to  
5 measure the irreparable harm to the State of Texas  
6 outside of the constitutional concerns or to the Federal  
7 government?

8 MR. WASSDORF: I think the harm that we  
9 are alleging is the harm to the State of Texas due to  
10 the violations of its laws and inability to --

11 THE COURT: Asking with regard to the  
12 money that may be in the State's view poorly spent or  
13 misspent in the program, how is the State harmed  
14 monetarily?

15 MR. WASSDORF: I do not believe the State  
16 is harmed monetarily there. The money is Federal money  
17 that was given to the County to administer. However,  
18 the constitutional provisions that we are bringing this  
19 case under control the actions of the County regardless  
20 of the source of the funds.

21 THE COURT: I see. So then my final  
22 question under your second cause of action, wherein  
23 equality or type of recipient is at issue: Would you  
24 agree that the only testimony clearly presented today is  
25 that the ZIP Codes reflect the poorest in the County?

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1 MR. WASSDORF: The primary aspects of the  
2 program that we move under are under the equal  
3 protection claim, Your Honor, is the lottery-based  
4 selection.

5 THE COURT: But you do agree that the  
6 class of persons eligible and entitled to apply is  
7 uniform in that it is reflecting poverty level?

8 MR. WASSDORF: I would agree with the --  
9 that the classification of individuals who are deemed  
10 eligible is correlated to poverty levels, yes, Your  
11 Honor.

12 THE COURT: All right. Let me ask you one  
13 final question because I am unsure: Is there an  
14 argument by the State that the absence of one of the  
15 precincts changes the uniformity or appropriateness of  
16 the class of the people targeted?

17 MR. WASSDORF: No, I think this is just  
18 further evidence that this is an unequal distribution.

19 THE COURT: Thank you very much,  
20 Mr. Wassdorf. If y'all want to answer any other  
21 questions, please feel free.

22 MR. FOMBONNE: I would love to go through  
23 some of those answers. So, first, on the standing  
24 question, we have heard the State make the argument and  
25 we concede the State law supports the argument they have

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1 standing to essentially enforce the state's laws and  
2 when the state's laws, quote/unquote, are not being  
3 enforced, then they have standing to come into court --

4 THE COURT: Yes. Conceded that in your  
5 papers. We all agree.

6 MR. FOMBONNE: We disagree with that  
7 doctrine, preserving that argument for appeal. We would  
8 also agree with you, Judge Hall, that there's been no  
9 showing of actual financial harm or otherwise to the  
10 State. These are Federal dollars. They are being spent  
11 by the County. The State government itself is not being  
12 affected --

13 THE COURT: I do think we got to watch our  
14 constitution so if I said otherwise, please forgive me  
15 so please speak to that.

16 MR. FOMBONNE: So on the merits itself, I  
17 would like to work backwards. So the *Texas Municipal*  
18 *League* test sets out a three-part test to determine  
19 whether there's a public purpose. That's because the  
20 gift clause is even though they say you can't give  
21 public funds to private parties, the Court's very quick  
22 to recognize that almost all government spending results  
23 in private parties getting a benefit. If I go to a park  
24 and I enjoy myself, it's free, and paid for by the  
25 government, that's a private benefit to me.

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1           So the courts have recognized that that in  
2 and of itself is not enough to trigger the gift clauses.  
3 What the courts have said in *Ortiz* is there has to be a  
4 public purpose that predominates over the private  
5 interest.

6           THE COURT: We won't worry that the  
7 contractor got a few dollars.

8           MR. FOMBONNE: That's right.

9           THE COURT: That money earned from --

10          MR. FOMBONNE: That's right. And on the  
11 controlled piece, it's not that there has to be some  
12 measurable sufficient control and so I will quote  
13 directly from the test: It's that the government  
14 retains public control over the funds to ensure that the  
15 public purpose is accomplished. And so here, of course,  
16 it's a program that gives guaranteed income and so there  
17 are parameters set by the government that establish  
18 those controls but the controls don't have to go beyond  
19 the goals of the program if the program itself has a  
20 public purpose and we believe that it does. All that we  
21 need is a control sufficient to achieve that purpose.  
22 The purpose here is to give guaranteed income, then all  
23 we need to make sure is that --

24          THE COURT: Not to ensure the purpose --

25          MR. FOMBONNE: Not to ensure the purpose,



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1 that's right.

2 THE COURT: So if you have got an  
3 application and you have got criteria and you have got  
4 limitations, one of the questions recurring was how do  
5 you solve a crime or you usually wait until you are  
6 convicted before we suggest that your behavior is  
7 criminal and we know about that because it's a matter of  
8 public record --

9 MR. FOMBONNE: That's right.

10 THE COURT: -- wherever it happens.

11 Would you please comment on the idea that  
12 the money must be spent in the County to benefit?

13 MR. FOMBONNE: Yeah, so let me go to that  
14 piece of the test, right. So there's been this  
15 contention that the government of Harris County has a  
16 benefit here. That is not what the test says. The test  
17 says the political subdivision has to receive a return.  
18 Political subdivision is the County. I mean, presumably  
19 that means the County and its residents --

20 THE COURT REPORTER: Slow down just a  
21 little bit.

22 MR. FOMBONNE: -- there's plenty of case  
23 law on this.

24 THE COURT: Including an attorney general  
25 opinion --

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1 MR. FOMBONNE: Including an attorney  
2 general opinion.

3 THE COURT: -- a 1940 document that tells  
4 us, and I quote: The care of the poor and indigent  
5 inhabitants of the State is recognized by our  
6 Constitution as being a proper and legitimate subject  
7 for the expenditure of public funds --

8 MR. FOMBONNE: That's right.

9 THE COURT: -- and also presented in a  
10 1918 opinion. The entirety of which I could not find  
11 but the quote I was able to reproduce.

12 MR. FOMBONNE: That's right. So the  
13 public purpose isn't a benefit to the government itself.  
14 That said, there's plenty of benefit to the government  
15 here. So, for example, the crime is reduced as a result  
16 of this program. Who's fighting crime in the County,  
17 those are County -- the sheriff's office, the  
18 constables, the district attorney's office. If this  
19 promotes economic development that does enter a benefit  
20 for the County through added tax revenue or things like  
21 that.

22 THE COURT: Mr. Maddox testified to those  
23 things and they are listed in the actual documents, now  
24 all of which are in evidence.

25 MR. FOMBONNE: That's right, Your Honor.

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1 THE COURT: Generally speaking as the  
2 benefit of the program in Commissioners Court which were  
3 voted on.

4 MR. FOMBONNE: That's right. And that  
5 leads me to another important point that I think was  
6 conceded by my friends on the other side which is in the  
7 end this isn't a matter of fact in the true sense of  
8 evidence. The County doesn't need to prove that in fact  
9 the benefit did come back to the County, that economic  
10 development did happen. It's not that at all.  
11 Commissioners Court has to have that goal. And there is  
12 plenty of case law that I'm happy to cite from --

13 THE COURT: I have read lots of it.

14 MR. FOMBONNE: So what we have seen today,  
15 what the evidence has shown is that this is a  
16 well-thought-out program. It was studied by Harris  
17 County Public Health and members of Precinct 1 for many  
18 months before it was presented to Court. It was  
19 presented to Court several times for approval --

20 THE COURT: Again, that's Commissioners  
21 Court.

22 MR. FOMBONNE: Commissioners Court, that's  
23 right.

24 THE COURT: Yeah, in the meetings of  
25 Commissioners Court, because I'm going what, several

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1 times.

2 MR. FOMBONNE: It was based on a number of  
3 published studies, the GiveDirectly agreement itself  
4 finds that there is a public purpose for the program.  
5 The Harris County Public Health team along with  
6 GiveDirectly has set up a bunch of controls to ensure  
7 that the public purpose is met and you have heard plenty  
8 of testimony on this from Mr. Maddox today that there  
9 were a number of cohorts identified.

10 THE COURT: There's throughout the  
11 Commissioners Court documents, as well, the actual  
12 cities -- actually, throughout the nation there were  
13 listings, not just those in the state as alleged  
14 benefits and that's been noted, now is part of the  
15 record without objection from either side. So why  
16 wouldn't I conclude that there's evidence that these  
17 guaranteed income programs are successful?

18 MR. FOMBONNE: I would agree with that.  
19 Again, we don't need the evidence that they are  
20 successful. We need the evidence that Commissioners  
21 Court considered that in making their decision. Now, of  
22 course, I would agree that they are successful but for  
23 the purpose of this test you don't need --

24 THE COURT: Thank you for the correction.  
25 Not necessarily successful but that the benefits are

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1 similar throughout the country.

2 MR. FOMBONNE: Yes, that's right. Yeah.  
3 It's not something we have to prove here today. All we  
4 have to prove is that Commissioners Court considered  
5 this and that goes to what the public purpose is that  
6 Commissioners Court said, hey, these programs work and  
7 they bring a benefit to the county and I know this  
8 because of X, Y, Z study and because of that we are  
9 going to spend public money on it. That's all we have  
10 to show today.

11 So, actually, on the equal protection  
12 piece, I would pass it over to my colleague for a few  
13 minutes.

14 THE COURT: Ms. Matheson, welcome.

15 MS. MATHESON: Thank you. So the State  
16 has brought an equal protection challenge to the  
17 randomized selection process of Uplift Harris. They  
18 have conceded that the initial eligibility criteria for  
19 the pool of applicants is a valid classification.

20 THE COURT: ZIP Codes.

21 MS. MATHESON: Yes, ZIP Codes. This  
22 lottery selection process is subject to rational basis  
23 review. And the State itself has used randomized  
24 selection processes in its own programs. For example,  
25 the Texas Department of Housing and Community Affairs

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1 used a lottery system in 2022 to randomly select 500  
2 applicants for placement on the wait list of its housing  
3 choice voucher program.

4           We also heard today that Harris County has  
5 previously used a lottery system in its Flexible  
6 Financial Assistance program in 2021. Additionally,  
7 lottery processes are used by school districts across  
8 the state, including the Harris County Independent  
9 School District for the school choice program. The  
10 rational basis test is an incredibly low bar and highly  
11 deferential to Harris County in this case. In fact, the  
12 case law that is cited in our briefing states that  
13 Harris County must only show that there are any  
14 reasonably conceivable facts that provide a rational  
15 basis for the randomized selection process. Harris  
16 County has shown more than enough facts to pass the  
17 rational test here.

18           As we heard earlier, it would cost \$500  
19 million to give \$500 to each eligible applicant that  
20 applied for Uplift Harris, which was over 50,000. The  
21 County simply doesn't have this type of money to put  
22 into this program. It only has the funds to provide for  
23 1,928 individuals. Commissioners Court carefully  
24 considered randomized selection as the most equitable  
25 method to select participants for this important pilot

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1 program. This selection process is randomized but the  
2 decision to use it cannot be fairly called arbitrary,  
3 because it does give each eligible applicant an equal  
4 chance of being selected and it is a common way for  
5 governments to administer scarce resources to qualified  
6 individuals.

7 MR. FOMBONNE: If I may, Judge, just to  
8 add a couple more points. We heard from Commissioner  
9 Tom Ramsey today about his general ignorance about the  
10 program, but we also heard that he did vote on two  
11 programs that are very similar.

12 THE COURT: He did.

13 MR. FOMBONNE: And I know that there are  
14 some minor controls in a small business parameter and  
15 yet granted the money to be spent at that business would  
16 like to spend and on this flexible spending fund which  
17 would direct \$1500 checks going to poor individuals in  
18 the County. The only problem he had with this was that  
19 Catholic Charities was administering that one and not  
20 GiveDirectly. Those funds were completely unrestricted.

21 THE COURT: To be clear, if you know, I  
22 wasn't certain based on the testimony whether it was  
23 because his father was a pastor and he just favors  
24 religious entities because -- please, correct me if I'm  
25 mistaken. I didn't hear any testimony about what the

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1 problem was with the other provider.

2 MR. FOMBONNE: I don't know either. I  
3 have my speculation but I hate to say.

4 The last thing I would like to talk about  
5 is that this program has been public since June of 2023.

6 THE COURT: You briefed it thoroughly and  
7 we have heard the testimony, the documents and the  
8 records make that clear, and the Commissioner testified  
9 from Exhibit A that he was present and that this  
10 document was made available for everyone. I think he  
11 said he had no communication with the attorney general's  
12 office or Mr. Bettencourt until about perhaps a week  
13 ago, though he is also not sure about something else so  
14 I --

15 MR. FOMBONNE: I think he talked to  
16 Senator Bettencourt before that but you are right about  
17 the attorney general's office. But where I was going  
18 with this is the attorney general waited until last week  
19 to file this lawsuit.

20 THE COURT: Yes.

21 MR. FOMBONNE: They have known about this  
22 program for months.

23 THE COURT: Yes.

24 MR. FOMBONNE: These payments are ready to  
25 go out. These recipients are expecting them. These are



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1 not just some random people in Harris County. They are  
2 some of the most vulnerable residents of the County. To  
3 stop this program like this at the last minute is just  
4 cruel and that is one of the factors the Court is  
5 supposed to consider --

6 THE COURT: Not cruelty.

7 MR. FOMBONNE: Not cruelty. With the  
8 balance of --

9 THE COURT: He did not concede that it was  
10 cruel. I don't recall Mr. Maddox's testimony on the  
11 subject. Whatever you call it, it is undisputed that  
12 the program has been known to all of the members of the  
13 Commissioners Court since at least June, 2023.

14 MR. FOMBONNE: To add to that it has been  
15 known to the attorney general's office since at least  
16 January when Senator Paul Bettencourt asked for the  
17 attorney general's opinion specifically on this program  
18 and specifically on the question whether the program  
19 violates the gift clauses of --

20 THE COURT: I agree with the implicit  
21 argument that it is a difficult position in which to be  
22 assuming there would be subsequent proceedings to the  
23 18th trying to get legal resolution from the courts.  
24 But what would have happened sooner, what if they sued  
25 in January? So what?

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1 MR. FOMBONNE: First of all, we would have  
2 had time to maybe prepare a broader trial on the merits  
3 and I don't know what other merits we could have brought  
4 in. Second of all, the impact on the folks who are  
5 expecting to receive -- I don't know exactly when the  
6 folks were identified --

7 THE COURT: I think it was February.

8 MR. FOMBONNE: I believe it was February.  
9 At least they wouldn't have that expectation.

10 THE COURT: Meaning not notified?

11 MR. FOMBONNE: That's right. The people  
12 who are now expecting to receive those checks, they were  
13 expecting to receive them on April 24th. Back in  
14 January they didn't know they were selected --

15 THE COURT: They might still happen.

16 MR. FOMBONNE: It might. It might. But I  
17 think it's an important factor for the Court to weigh  
18 here, given that we are at the temporary injunction  
19 stage.

20 THE COURT: Pardon me for just a minute.

21 Mr. Wassdorf, Mr. Farrell, I'm not sure whom I should  
22 ask: What of the delay? The opinion request was  
23 provided to the attorney general's office in January.  
24 Why the wait? Why isn't it inequitable to allow the  
25 State to make this legal argument six days before the --

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1 and I should note we offered you Monday, Tuesday,  
2 Wednesday, Thursday, Friday. I don't know what four  
3 days would have made.

4 MR. WASSDORF: Yeah, well, with respect to  
5 the particular scheduling this week, I believe it was,  
6 you know, a conflict between the parties' schedules that  
7 required it to be this day.

8 THE COURT: No problem.

9 MR. WASSDORF: But with respect to the  
10 timing of our filing, you know, we, of course, were  
11 taking our time to evaluate the case and then further,  
12 Your Honor, I mean there was some expectation that,  
13 hopefully, with these issues being raised, Harris County  
14 would realize their error and decide to do the right  
15 thing. But we do believe that we have brought this suit  
16 timely because we have brought it in sufficient time to  
17 have this hearing today before the money goes out.

18 THE COURT: Okay.

19 MR. WASSDORF: If -- Your Honor, I would  
20 like to respond to a couple of issues.

21 THE COURT: Anything else?

22 MR. WASSDORF: With respect to the  
23 attorney general's opinion and the language you cited,  
24 with respect to the purpose of a county being able to  
25 assist the poor, we don't dispute that, Your Honor, but

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1 that also has to be done within the confines of the  
2 constitution and so just because a county may support  
3 the poor does not mean they can violate the gift clause  
4 or the equal protection clause to do so.

5 On the equal protection issue, we do agree  
6 that rational basis for review applies here. However,  
7 you know, rational basis for review cannot be arbitrary  
8 and --

9 THE COURT: I'm sorry, say that again.

10 MR. WASSDORF: Rational basis, for them to  
11 have a rational basis, that basis cannot be arbitrary.

12 THE COURT: Yeah, of course. Wouldn't be  
13 rational.

14 MR. WASSDORF: We do believe the  
15 lottery-based selection is an arbitrary selection of  
16 these individuals regardless of what the initial  
17 qualifications for the application may be.

18 THE COURT: So what is your response to  
19 the testimony from the commissioner that there are other  
20 programs approved by Commissioners Court that have  
21 lottery-based selection?

22 MR. WASSDORF: I have not looked at those  
23 programs.

24 THE COURT: Do you know generally in your  
25 area of expertise that they exist in Federal and state

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1 programs?

2 MR. WASSDORF: I'm sure if they do in  
3 Federal programs it would not matter, because Federal  
4 programs would not be subject to the requirements of the  
5 Texas Constitution.

6 THE COURT: Well, sure; but they might  
7 imply what is rational is my only point. I wanted to  
8 know if you are familiar with them since we are talking  
9 about the disbursement of Federal funds.

10 So in this case, it is your argument there  
11 is no rationality in a lottery system because it is a  
12 lottery?

13 MR. WASSDORF: Because it is inherently  
14 random. Yes, Your Honor.

15 MR. FOMBONNE: May I respond. Your Honor?

16 THE COURT: Yes.

17 MR. FOMBONNE: So first of all, the  
18 rational basis test applies in Federal case law  
19 interpreting the Federal Constitution's equal protection  
20 clause --

21 THE COURT REPORTER: I'm sorry --

22 MR. FOMBONNE: -- the exact same analysis  
23 --

24 THE COURT: Slower.

25 MR. FOMBONNE: I'm sorry. So what I said

Temporary Injunction Hearing  
April 18, 2024

1 is the equal protection clause in the United States  
2 Constitution is analyzed under the same exact test; this  
3 rational basis test would be the exact same thing --

4 THE COURT: He's right. We wouldn't be  
5 subject to it.

6 MR. FOMBONNE: We wouldn't be subject to  
7 it but the analysis, in fact, Texas case law applying --

8 THE COURT: Applied to it. As do most  
9 states.

10 MR. FOMBONNE: That's right. The other  
11 thing I would add is there are lots and lots and lots of  
12 programs that work this way in this manner. A Texas  
13 state program itself uses a random lottery to assign  
14 housing vouchers. This is a completely common way to  
15 deal with it. The other clarification I wanted to make  
16 is the AG's opinions on the counties' ability to help  
17 the poor is not simply by authority. They were  
18 analyzing whether the care of the poor had a public  
19 purpose under the Constitution so I'm sorry I have to  
20 disagree with my friends across the aisle.

21 MR. WASSDORF: You know, one final point,  
22 Your Honor, is with respect to the equal protection  
23 issue, they argue that a lottery-based system is a way  
24 in which to allocate scarce resources, you know, but  
25 there are other nonarbitrary ways to allocate scarce

Temporary Injunction Hearing  
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1 resources by, for example, drawing a smaller  
2 classification, or as we saw in one of the other  
3 programs that we looked at, create a scoring system for  
4 the application.

5 THE COURT: You would agree that  
6 alternative methods don't -- are not tantamount to  
7 irrationally on the part of a different method?

8 MR. WASSDORF: I would agree with that  
9 general statement, but I still contend that a  
10 lottery-based system is arbitrary.

11 THE COURT: All right. Anything else?

12 MR. FOMBONNE: No, Your Honor.

13 THE COURT: So as a procedural matter, you  
14 included -- you, in response, Harris County -- a plea to  
15 the jurisdiction. I don't have any written response  
16 from the State on the plea. Am I correct about that?

17 MR. WASSDORF: You are correct. It has  
18 not been noticed for hearing today, so we did not.

19 THE COURT: I did spend some time this  
20 morning about 1:00 on Westlaw making sure that the  
21 notice did or didn't matter, because it's a  
22 pleadings-based determination, I am ready to tell you  
23 that it is my determination that the plea to the  
24 jurisdiction should be denied.

25 Further, that I believe the standards have

Reporter's Certificate  
April 18, 2024

1 not been met for injunction so the temporary injunction  
2 application is also denied.

3           With that, we are done. I will get that  
4 in writing soon. It's a pleasure to have you and meet  
5 you all. Thank you for the work you do on behalf of all  
6 of us both State and in the County. We appreciate you.

7           MR. GARZA: May we be dismissed?

8           THE COURT: You are excused, and thank you  
9 to all the visitors.

10 (Whereupon, Plaintiff and Defense agreed to exhibits.)

11           *(Proceedings adjourned.)*

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Reporter's Certificate  
April 18, 2024

1 STATE OF TEXAS

2 COUNTY OF HARRIS

3

4 I, Peggy Hershelman, Official Court Reporter in and  
5 for the 165th District Court of Harris County, State of  
6 Texas, do hereby certify that the above and foregoing  
7 contains a true and correct transcription of all  
8 portions of evidence and other proceedings requested in  
9 writing by counsel for the parties to be included in  
10 this volume of the Reporter's Record in the above-styled  
11 and numbered cause, all of which occurred in open court  
12 or in chambers and were reported by me.

9

10 I further certify that this Reporter's Record of the  
11 proceedings truly and correctly reflects the exhibits,  
12 if any, offered by the respective parties.

12

13 I further certify that the total cost for the  
14 preparation of this Reporter's Record is \$1,290.00  
15 and was paid by Office of Attorney General State of  
16 Texas.

15

16 WITNESS MY OFFICIAL HAND this the 19th day of  
17 April, 2024.

18

19

/s/ Peggy Hershelman

20

PEGGY HERSHELMAN  
Texas CSR 2370  
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PEGGY HERSHELMAN, CSR, RPR  
165TH OFFICIAL REPORTER  
823-927-2363

MR.181

TAB 3

No. 14-24-00290-CV

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**In the Court of Appeals  
for the Fourteenth Judicial District  
Houston, Texas**

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THE STATE OF TEXAS,

*Appellant,*

v.

HARRIS COUNTY, TEXAS; HARRIS COUNTY COMMISSIONERS COURT;  
LINA HIDALGO, IN HER OFFICIAL CAPACITY AS HARRIS COUNTY  
JUDGE; RODNEY ELLIS, IN HIS OFFICIAL CAPACITY AS COMMISSIONER  
OF HARRIS COUNTY PRECINCT 1; ADRIAN GARCIA, IN HIS OFFICIAL  
CAPACITY AS COMMISSIONER OF HARRIS COUNTY PRECINCT 2; TOM  
RAMSEY, IN HIS OFFICIAL CAPACITY AS COMMISSIONER OF HARRIS  
COUNTY PRECINCT 3; LESLEY BRIONES, IN HER OFFICIAL CAPACITY AS  
COMMISSIONER OF HARRIS COUNTY PRECINCT 4; HARRIS COUNTY  
PUBLIC HEALTH; AND BARBIE ROBINSON, IN HER OFFICIAL CAPACITY  
AS EXECUTIVE DIRECTOR OF HARRIS COUNTY PUBLIC HEALTH,

*Appellees.*

On Appeal from the  
165th Judicial District Court, Harris County

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**APPELLANT'S EMERGENCY MOTION  
FOR TEMPORARY ORDER**

---

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Counsel for Appellant

## **TO THE HONORABLE FOURTEENTH COURT OF APPEALS:**

Public officials may not violate the Texas Constitution—no matter how altruistic or well-intended the purpose. For a century, the Texas Supreme Court has recognized that “[n]o feature of the Constitution is more marked than its vigilance for the protection of the public funds and the public credit against misuse. This is exemplified by numerous provisions in the instrument.” *Bexar County v. Linden*, 220 S.W. 761, 761 (Tex. 1920). To prevent improper patronage, the Constitution creates “a positive and absolute,” *id.* at 762, ban on most gifts of public funds to private individuals, *see, e.g.*, Tex. Const. art. III, § 52(a). And to ensure the equality of rights guaranteed when men “form a social compact,” it precludes arbitrariness in the provision of “exclusive separate public emoluments.” *Id.* art. I, § 3.

Defendant Harris County’s lottery-based program, “Uplift Harris,” violates these provisions. On Wednesday, April 24, the program will provide the first of a series of no-strings-attached monthly payments of \$500 to 1,928 Harris County residents selected by lot from a pool of potential beneficiaries. Those payments will continue for the next eighteen months.

This program works irreparable harm to the State. Our Supreme Court has repeatedly held that “[a]s a sovereign entity, the State has an intrinsic right to . . . enforce its own laws.” *State v. Hollins*, 620 S.W.3d 400, 410 (Tex. 2020) (quoting *State v. Naylor*, 466 S.W.3d 783, 790 (Tex. 2015)), and an interest “in the maintenance and operation of its municipal corporations in accordance with th[at] law,” *id.* (quoting *Yett v. Cook*, 281 S.W. 837, 842 (Tex. 1926)). Those interests are particularly acute here where—in an election year—Harris County, four members

of its Commissioners' Court, its public-health department, and that department's Executive Director are offering a gratuitous payout, the amount and timing of which have no specific correlation to serving a public purpose.

Absent temporary relief, Texas “would be impotent” to enforce its most fundamental law, the Constitution, *id.*, under the circumstances in this case. Almost by definition, none of these funds will ever be recoverable once spent. Moreover, absent emergency relief, it is highly unlikely that this Court, let alone the Texas Supreme Court, will have a chance to determine whether those payouts are constitutional before the arbitrary start date baked into the program.

Because the first of these payments is scheduled to be made on Wednesday, April 24, 2024, **the Attorney General requests a ruling by Monday, April 22, 2024, at 12:00 p.m.** This will allow the Attorney General to seek appropriate relief in the Supreme Court of Texas if needed.

## **BACKGROUND**

### **I. Factual Background**

Signed on March 11, 2021, the American Rescue Plan Act (ARPA) provided federal funding to provide relief for COVID-19. App.D.2. Rather than spend that money for its intended purpose—a much-needed response to a global pandemic—Harris County Judge Lina Hidalgo, County Commissioner Rodney Ellis, and Executive Director of Harris County Public Health Barbie Robinson have announced that they will use it to fund “Uplift Harris.” Press Release, *Harris County Commissioner Ellis, County Judge Hidalgo to Introduce Uplift Harris* (June 5, 2023),

<https://www.hcp1.net/Connect-With-Us/Newsroom/commissioner-ellis-judge-hidalgo-to-introduce-uplift-harris-an-arpa-funded-guaranteed-income-program> [hereinafter “Commissioner Press Release”]. According to Harris County Public Health (HCPH), Uplift Harris is designed as a guaranteed-income program that “will provide no-strings-attached \$500 monthly cash payments to 1,928 Harris County residents for 18 months.” App.D.2.

HCPH asserts that the main “goal of the program is to improve participants’ financial and health outcomes.” App.D.2. But the funds are *not* being distributed to those with either the worst financial circumstances or potential health outcomes—let alone individuals whose financial or health circumstances were caused or exacerbated by COVID. Instead, anyone within “[t]wo cohorts of applicants will be eligible for Uplift Harris Guaranteed Income Pilot funds.” App.D.3-4.

Geographic cohort: Eligibility is based on income and geography. Applicant’s household income must be below *200% of the federal poverty line (FPL)* and reside in one of the identified high-poverty ZIP codes. Around 70% of the Uplift Harris Guaranteed Income Pilot participants will be selected for the Geographic Cohort.

ACCESS Harris: Active participants of Accessing Coordinated Care and Empowering Self Sufficiency (ACCESS) Harris County are qualified to apply through their participation in ACCESS Harris and having a household income *below 200% FPL*. ACCESS cohort participants can reside anywhere in Harris County. Around 30% of the Uplift Harris Guaranteed Income Pilot Participants will be selected for the ACCESS Cohort.

App.D.3-4 (emphasis added). By tying eligibility to income below 200% of the federal poverty line, Uplift Harris has created a pool of recipients far greater than the number of individuals that would be eligible for Medicaid even under the Affordable

Care Act, Medicaid & CHIP, HealthCare.gov, <https://www.healthcare.gov/medicaid-chip/medicaid-expansion-and-you/> (last visited Apr. 19, 2024) (noting that eligibility is set at 138%), which the Texas Legislature has repeatedly declined to accept, *see* David Balat, *Texas Improves Health Care, Without Expanding Medicaid*, Tex. Pub. Pol’y Found. (July 1, 2021), <https://www.texaspolicy.com/texas-improves-health-care-without-expanding-medicaid/>.

Moreover, likely because ARPA was not designed for this purpose, not every individual within the proposed pool will receive funding. And, as County Commissioner Tom Ramsey has recognized, this creates “many potential problems” because the County must “try to identify 1,800 people that you’re going to give \$500 a month to—no restrictions.” FOX 26 Houston, *Guaranteed Income Program ‘Uplift Harris’ Finalized Details*, YouTube (Jan. 9, 2024), <https://www.youtube.com/watch?v=Vc-0U4WKHxw>. To identify those people, the County determined that recipients “will be randomly selected to receive the funds through a lottery.” App.D.12.

Although Uplift Harris was announced last year, details have emerged only recently. For example, on January 12, 2024, the same day that applications for the program opened, County Commissioner Rodney Ellis told a local news station that “[t]here will be no strings attached to the funding.” KPRC 2, *Who Qualifies for \$500 a Month in ‘Uplift Harris’ Program*, YouTube (Jan. 2, 2024), <https://www.youtube.com/watch?v=m7zBzUkrSF8> [hereinafter “Ellis Video”]. He repeated so that it was clear—“No strings attached to the money. We will let the

people who get the money decide what’s best for them to do with this funding.” *Id.* Recipients “can use the money however they see fit to meet their needs.” App.D.13. The Uplift Harris website has also advised recipients that they need not pay income tax on funds received because the \$500-per-person payment “qualifies as a tax exempt charitable gift under IRS rules. *Because it is a gift*, you do not need to claim it as income on your tax returns.” App.D.15 (emphasis added).

Before the application window closed on February 2, Defendants collected 82,000 applications, which they winnowed down to the 55,000 they deemed eligible for their payout program. App.C.7. Defendants ran their lottery, selected their participants, App.D.9, and announced that the first \$500 payment will be distributed to the recipients as early as April 24, Press Release, HCPH, *Uplift Harris Guaranteed Income Pilot Announces Award Notifications Starting Today* (March 18, 2024), <https://tinyurl.com/HarrisUplift>.

## **II. Procedural Background**

On April 9, 2024, the State of Texas sued Harris County and the relevant government officials for violating article III, section 52(a) and article I, section 3 of the Texas Constitution. App.B.7-9. The State sought a temporary restraining order, temporary and permanent injunctions, and declaratory relief. App.B. On April 17, Defendants submitted their response and a plea to the jurisdiction, arguing that the program is constitutional and that the trial court lacked jurisdiction. App.C. On April 18, the trial court denied both Texas’s motion for a temporary injunction and the Defendants’ plea to the jurisdiction. App.A.



The State appealed from the denial of the temporary injunction and now seeks an emergency temporary order under Texas Rule of Appellate Procedure 29.3.

### **STANDARD OF REVIEW**

Rule 29.3 authorizes a court of appeals to “preserve the parties’ rights until disposition of the appeal.” Tex. R. App. P. 29.3. Although the Texas Supreme Court has never announced the precise standard of review for such relief, it is appropriate (at minimum) where (1) a local entity or official proposes to violate state law and (2) thereby causes irreparable injury to the State’s sovereign prerogatives. *E.g.*, *Hollins*, 620 S.W.3d at 410. Both elements are present here.

### **ARGUMENT**

#### **I. Uplift Harris Is Unlawful.**

Uplift Harris is plainly *ultra vires* for two primary reasons. *First*, it constitutes an impermissible gift of public funds to private individuals in contravention of article III, section 52(a) of the Texas Constitution. *Second*, the random “lottery” the County has deployed to select recipients of public emoluments violates Texas’s Equal Protection Clause.

##### **A. Uplift Harris violates the Gift Clause.**

To satisfy the Gift Clauses, “payments to individuals, associations, or corporations” must satisfy two main conditions. *Tex. Mun. League Intergovernmental Risk Pool v. Tex. Workers’ Comp. Comm’n*, 74 S.W.3d 377, 383 (Tex. 2002) (emphasis omitted). *First*, they cannot be “gratuitous.” *Second*, they must (1) serve “a

legitimate public purpose[] and (2) afford[] a clear public benefit received in return.”

*Id.* Uplift Harris satisfies neither element of this test.

**1. Uplift Harris is entirely gratuitous.**

To start, a \$500-per-person payout provided just because the County has the funds is entirely gratuitous. As the Texas Supreme Court has explained, “[a] political subdivision’s paying public money is not ‘gratuitous’ if the political subdivision receives return consideration.” *Id.* at 383. That consideration can take many forms, including meeting otherwise applicable legal requirements. For example, providing school vouchers may reduce the costs of funding public schools required by the Texas Constitution. *See* Tex. Const. art. VII, § 1. And funding preventative care may help to satisfy the obligations that the acceptance of Medicaid funding imposed on the State. *See, e.g.,* Alison Mitchell, et al., Cong. Rsch. Serv., R43357, Medicaid: An Overview 12 (2023).

Harris County gets nothing for paying out Uplift Harris funds. Indeed, from all appearances, the County is simply trying to spend the money it received from the federal government—funded by Texas taxpayers in other locations—for a completely a different purpose. App.D.2-6 (indicating that selection criteria is not based on effects of COVID). And Commissioner Ellis has emphasized that “[t]here will be no strings attached to the funding.” Ellis Video, *supra*. Indeed, Uplift Harris’s own website calls the funds a “gift,” advising recipients that they need not pay income tax on funds received because the \$500 they receive monthly “qualifies as a tax exempt charitable *gift* under IRS rules.” App.D.15 (emphasis added). No one gives consideration in exchange for a gift—that would make a gift no longer a gift.

See *Gift*, *Merriam-Webster Dictionary*, <https://www.merriam-webster.com/dictionary/gift> (last visited Apr. 19, 2024) (defining *gift* as “something voluntarily transferred by one person to another without compensation”). Because fund recipients do not give consideration in exchange for program funds, those funds are an unconstitutional gift. See *Tex. Mun. League*, 74 S.W.3d at 383.

## **2. Uplift Harris does not serve a public purpose.**

Although Texas law has long recognized the importance of providing for the less fortunate, *e.g.*, Tex. Loc. Gov’t Code § 81.027, a no-strings-attached payout that certain lucky individuals happen to receive does not meet the Supreme Court’s test for what serves a public purpose, see *Tex. Mun. League*, 74 S.W.3d at 384. Under existing precedent, “[a] three-part test determines” if a grant of public money “accomplishes a public purpose.” *Id.* *First*, the gift’s “predominant purpose” must “accomplish a public purpose, not . . . benefit private parties.” *Id.* *Second*, “public control over the funds” must be “retain[ed]” to “ensure that the public purpose is accomplished.” *Id.* And *third*, the “political subdivision” must “receive[] a return benefit.” *Id.* This third prong of the public-purpose test overlaps with the requirement that the payment “afford[] a clear public benefit received in return.” *Id.* at 383. Uplift Harris fails every part of this test.

*First*, even if one accepts that the program has some tangential and attenuated benefits to the public, the *primary* purpose is to benefit private people. The Uplift Harris website lists seven goals of the program: (1) “[i]mproving self-sufficiency,” (2) “[r]educing generational poverty,” (3) “[r]educing income volatility,” (4) “[r]educing housing instability,” (5) “[r]educing food insecurity,”

(6) “[i]mproving physical and mental health,” and (7) “[c]reating a framework for sustainable, equitable anti-poverty programs within Harris County.” App.E.3-4. The State does not dispute that these are indeed laudable goals, but as discussed below, the Texas Constitution specifies how the first six are to be achieved. *Infra* pp. 10-12. And the structure of Uplift Harris itself belies any notion that the seventh is the program’s predominant purpose. After all, the County insists that the funds come from a one-time payment by the federal government to respond to a once-in-a-lifetime pandemic. App.C.4-5. Had Harris County invested them in some form of healthcare or poverty-related infrastructure, that might have “[c]reat[ed] a framework for sustainable, equitable anti-poverty programs within Harris County.” App.E.3-4. Instead, Harris County has decided to cut eighteen, one-time checks that recipients can spend on whatever they want. *Supra* p. 1.

*Second*, neither the County nor its public-health department retains control over disbursed funds. A public entity must exercise control over the way a grant of “public money or thing of value,” Tex. Const. art. III, § 52(a), is used “to ensure that the public purpose is accomplished and to protect the public’s investment,” *Tex. Mun. League*, 74 S.W.3d at 384. To honor the Gift Clauses, *see, e.g., Byrd v. City of Dallas*, 6 S.W.2d 738, 740 (Tex. [Comm’n Op.] 1928), controls should be “specifically tailored” to ensure that the expenditures are directed to accomplish the public purpose to which the public dedicates them, Tex. Att’y Gen. Op. No. MW-89, at \*2 (1979); *Tex. Mun. League*, 74. S.W.3d at 384.

The record amply demonstrates the absence of such controls. Indeed, the *only* limit on the funds is HCPH’s admonishment that recipients may not use the money

to harm others, to engage in criminal activity, or support terrorism. App.D.13. But such limits are hardly “specifically tailored” to Uplift Harris’ purpose: After all, Uplift Harris is not an anti-harm, anti-crime, or anti-terrorism program; it is a welfare program. More fundamentally, such limits are *de minimis* because, as Harris County officials have admitted, “[t]here will be no strings attached to the funding.” Ellis Video, *supra*. This abject lack of control forecloses any argument that the program passes the public-purpose test. *See Tex. Mun. League*, 74 S.W.3d at 384.

*Third*, for many of the reasons already discussed, Harris County doesn’t receive a benefit in return for the program funds. *Supra* p. 7. In *Texas Municipal League*, cities derived a public benefit because the expenditure of funds aided in fulfilling the cities’ statutory obligation to provide benefits to injured employees. *Id.* at 384-85. By contrast, Harris County cannot identify a single statutory mandate that its program fulfills—a program that is, after all, funded by money the County received for an entirely different purpose. It is no answer to say that this is a pilot program to determine what will happen if public funds are gifted to private individuals. “Seeing what happens” is far from a “clear” public benefit. *See id.* at 383.

### **3. Comparisons to constitutionally authorized forms of welfare do not save Uplift Harris.**

To be clear, the State does not dispute that providing assistance to the less fortunate is an important public purpose. But, as *Linden* recognized, the State may provide only the welfare that the Constitution itself authorizes, *id.*, which it does through a number of means. Uplift Harris far exceeds the limits of what the Constitution permits.

In our Constitution, the people of Texas specifically empowered the Legislature to directly provide for the less fortunate in a number of ways. Under article III, section 51-a(a), the Legislature has the power to provide “for assistance grants to needy dependent children and the caretakers of such children, needy persons who are totally and permanently disabled because of a mental or physical handicap, [and] needy aged persons and needy blind persons.” Tex. Const. art. III, § 51-a(a). And per article III, section 51-a(b), the Legislature may provide “for medical care, rehabilitation and other similar services for needy persons” and “may prescribe such other eligibility requirements for participation in these programs as it deems appropriate and may make appropriations out of state funds for such purposes.” *Id.* art. III, § 52-a(b).<sup>1</sup>

Because such programs are funded by other Texans, however, those authorizations are limited. For example, “[t]he maximum amount paid out of state funds for assistance grants, to or on behalf of needy dependent children and their caretakers shall not exceed one percent of the state budget.” Tex. Const. art. III, § 52-a(b). And as relevant here, article III, section 51 absolutely prohibits the Legislature from “mak[ing] any grant or authoriz[ing] the making of any grant of public moneys to any individual.” *Id.* art. III, § 51. Tellingly, an earlier version of that

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<sup>1</sup> Although the State is unaware of any case addressing the issue, these provisions likely form the basis for vital public-welfare programs like the Health and Human Services Commission’s Temporary Assistance for Needy Families. Moreover, because those programs are often funded through cooperative federalism, meeting federal statutory requirements to access those funds would satisfy the existing test for what constitutes a public purpose. *See Tex. Mun. League*, 74 S.W.3d at 384.

provision made an exception to the general rule for “soldiers and sailors of the Confederacy, their wives and widows, and women who aided in the Confederacy.” *Linden*, 220 S.W. at 762. To give meaning to that former exception, the Texas Supreme Court determined that the Gift Clause’s “evident purpose is to deny to the Legislature any power to grant or to authorize the grant of public money to all others” beyond those expressly within the Constitution “absolutely.” *Id.*

Uplift Harris far exceeds the boundaries the Constitution authorizes. After all, the “cohorts” who were eligible for the lottery extend far beyond “needy dependent children and the caretakers of such children, needy persons who are totally and permanently disabled because of a mental or physical handicap, [and] needy aged persons and needy blind persons.” Tex. Const. art. III, § 51-a(a). Instead, the lottery was necessary precisely because Harris County made the funds available to everyone under 200% of the federal poverty line living in certain geographic areas or participating in certain programs. App.D.3-4.

To approve such a program would effectively require the Court to read a broad, all-purpose welfare exception into the text of the Gift Clauses. That is not only counter to precedent and constitutional text—it would also violate the “elementary rule of construction that, when possible to do so, effect must be given to every sentence, clause, and word of a statute so that no part thereof be rendered superfluous or inoperative.” *See Spence v. Fenchler*, 180 S.W. 597, 601 (Tex. 1915). After all, if a municipality could grant public funds to any group it deemed worthy—whether to the widows of Confederate war veterans or residents of certain zip

codes—the detailed requirements of article III, section 51-a and any similar constitutional exceptions would be entirely superfluous. *See Spence*, 180 S.W. at 601.

**B. Uplift Harris’s arbitrariness violates Texas’s Equal Protection Clause.**

Harris Uplift’s violation of the Gift Clauses is particularly concerning because it also provides a “set of men”—namely, those randomly selected in a lottery—with an “exclusive separate public emolument[]” in direct violation of Texas’s equal-protection guarantee. Tex. Const. art. I, § 3. Although the Texas Supreme Court has never been asked to review a program like this one, it is generally accepted that under the state Equal Protection Clause, classifications “must not be arbitrary or unreasonable but rather must be based on a real and substantial difference having a relation to the subject of the particular enactment.” *Crawford Chevrolet, Inc. v. McLarty*, 519 S.W.2d 656, 661 (Tex. App.—Amarillo 1975, no writ); *see City of Brookside Village v. Comeau*, 633 S.W.2d 790, 795-96 (Tex. 1982). A classification is invalid if “it appears that the basis therefor is purely arbitrary,” *Inman v. R.R. Comm’n*, 478 S.W.2d 124, 127 (Tex. App.—Austin 1972, writ ref’d n.r.e.), or that the basis has no rational connection to the putative justification for the law, *see Whitworth v. Bynum*, 699 S.W.2d 194, 195 (Tex. 1985).

Uplift Harris violates the guarantee of equal protection primarily because there is no rational connection between the source of the funds, the eligibility criteria, and the putative purpose of the program. Harris County has attempted to justify this program partly by insisting that it is funded entirely from federal funds under ARPA. App.D.2-3. Texas received the funds “to respond to the COVID-19 public health



emergency and its economic impacts.” Coronavirus State and Local Fiscal Recovery Funds, 86 Fed. Reg. 26876, 26787 (May 17, 2021). Leaving aside that the pandemic conditions that led to the receipt of those funds ended years ago, Harris County has pointed to no connection between COVID and its proposed payouts. And it fares little better in comparing the distribution to Harris County’s own self-described goals. After all, if the purpose were truly to improve “financial or health outcomes,” App.D.2, one would expect the classifications to focus on the poorest and the sickest. But there are no health-related criteria for the payouts. App.D.3-4. And the wealth-based criteria are drawn so broadly that the County had no choice but to randomly choose who receives the windfall.

The randomness of the beneficiaries and the *sui generis* nature of the payments show that Harris County cannot justify these payouts as some form of pilot program. For example, as Texas has transitioned from a fee-for-service model of Medicaid to one based on managed-care organizations similar to private insurance, it began that transition with classes with unique characteristics. Waiver Overview and Background Resources, HHSC, <https://www.hhs.texas.gov/regulations/policies-rules/waivers/medicaid-1115-waiver/waiver-overview-background-resources> (last visited Apr. 19, 2024). Generally, when government entities have used random selection, no “exclusive separate public emolument[]” has been at issue, Tex. Const. art. I, § 3, because the question is typically *how* a public benefit would be provided—not if.<sup>2</sup> Here, by contrast, Uplift Harris is handing a one-time series of

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<sup>2</sup> For example, lottery selection has been used to effectuate school choice in Houston I.S.D. Houston ISD, School Choice, <https://www.houstonisd.org/schoolchoice>

payments to some people but not others from within the class it defined with no concrete plans on how to provide similar benefits to other similarly situated individuals. Such payments are a violation of the Gift Clauses, and the random selection in the distribution of those payments is a violation of the State's equal-protection guarantee.

## **II. Temporary Relief Is Necessary to Prevent Multiple Irreparable Harms.**

Temporary relief against Defendants' unlawful actions is necessary to prevent at least three irreparable harms: harm to the State's sovereign interest in the enforcement of its Constitution, harm to the status quo in the location and use of these funds, and harm to this Court's and the Texas Supreme Court's jurisdiction to assess the legality of this short-duration program.

### **A. Absent temporary relief, Texas will suffer a sovereign injury.**

Most fundamentally, relief is necessary to prevent a harm to the State that will result from the violation of constitutional provisions that have served to protect Texans from misuse of public funds for nearly 150 years. "As a sovereign entity, the State has an intrinsic right to enact, interpret, and enforce its own laws." *Naylor*, 466 S.W.3d at 790. Further, when "the State files suit to enjoin *ultra vires* action by a local official, a showing of likely success on the merits is sufficient to satisfy the irreparable-injury requirement for a temporary injunction," *Hollins*, 620 S.W.3d at 410, as "the 'inability [of a State] to enforce its duly enacted [laws] clearly inflicts

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(last visited Apr. 19, 2024). But those who lost out still had an opportunity to go to school.

irreparable harm on the State,’” *Tex. Ass’n of Bus. v. City of Austin*, 565 S.W.3d 425, 441 (Tex. App.—Austin 2018, pet. denied) (quoting *Abbott v. Perez*, 138 S. Ct. 2305, 2324 n.17 (2018)). For the reasons explained above, Harris County will violate the Texas Constitution absent a temporary order and thereby inflict irreparable harm upon the State. Such irreparable harm always counsels in heavy favor of a temporary order. *See, e.g., Hollins*, 620 S.W.3d at 410.

That interest is particularly significant here because the parties’ positions implicate two fundamental aspects of our State’s Constitution: the Gift Clauses and the Texas Equal Protection Clause. *See* Tex. Const. art III., § 52(a); *id.* art. I, § 3. Indeed, the Texas Supreme Court has recently heard oral argument in a case that will outline the contours of the Gift Clauses. *See Borgelt v. Austin Firefighters Ass’n, IAFF Local 975*, No. 22-1149 (Tex. argued Feb. 21, 2024). To allow Harris County to act before that ruling might be to forever prevent proper application of the Gift Clauses in this context.

### **B. Temporary relief will maintain the status quo.**

Temporary relief is also warranted to “preserv[e] the status quo based on the unique facts and circumstances presented.” *In re Geomet Recycling LLC*, 578 S.W.3d 82, 89 (Tex. 2019). The status quo is “the last, actual, peaceable, non-contested status which preceded the pending controversy.” *Clint ISD v. Marquez*, 487 S.W.3d 538, 556 (Tex. 2016). Here, that means that the funds remain in their current bank account. After all, if Harris County were allowed to transmit its self-described “gifts” to random residents, App.D.15, it is highly doubtful that such funds can ever be recovered. Under such circumstances, the Supreme Court has stated that the

status quo “should remain in place while the court of appeals, and potentially this Court, examine the parties’ merits arguments to determine whether plaintiffs have demonstrated a probable right to the relief sought.” Order at 1, *In re Abbott*, No. 21-0720 (Tex. Aug. 26, 2021).

### **C. Temporary relief will protect the Court’s jurisdiction.**

Finally, temporary relief is warranted to allow the Court ample time to consider the weighty constitutional issues involved while simultaneously protecting its own jurisdiction. *See Geomet*, 578 S.W.3d at 90. For example, in *In re TEA*, 619 S.W.3d 679 (Tex. 2021) (orig. proceeding), the Texas Supreme Court held that it was appropriate to issue temporary orders to prevent the installation of a board of managers in the Houston Independent School District, *id.* at 681-82. Doing otherwise would have risked mooted the underlying dispute because the Court could never have reached the legal merits. *Id.* at 688-89, 692. Similarly, the Court forbade Harris County from mass-distributing unsolicited mail-in ballot applications to preserve its jurisdiction to resolve *Hollins*. Order, *In re State of Texas*, No. 20-0715 (Tex. Sept. 15, 2020). Similar relief is appropriate here.

Unless the Court issues temporary relief, the Court will be precluded from issuing adequate prospective injunctive relief in the future. “[T]he only remedies available in an *ultra vires* action” or challenges to the constitutionality of a local policy are “injunctive and declaratory relief.” *Hollins*, 620 S.W.3d at 410; *see Rolling Plains Groundwater Conservation Dist. v. City of Aspermont*, 353 S.W.3d 756, 760 (Tex. 2011) (per curiam) (“Generally, however, only prospective relief is available; retroactive relief dictated by a court is not.”); *City of Elsa v. M.A.L.*, 226 S.W.3d 390,

392 (Tex. 2007). This principle applies at both a micro and macro level. At the micro level, after April 24, no injunctive relief can recoup the nearly \$1,000,000 worth of illegal gifts that will be disbursed to recipients on that day. Because a court will not be able to reach those funds, any possible relief as to the first series of payments will be moot. At a macro level, appeals—and particularly appeals like this one, presenting weighty constitutional issues of first impression—could take years.<sup>3</sup> Here, Harris County intends to make monthly payments out of a set pool of cash that will be exhausted in eighteen months. App.D.2. Temporary relief is therefore necessary to prevent subsequent monthly payments and to stop the entire case from becoming moot if eighteen months passes before the full appellate process concludes.

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<sup>3</sup> For example, the notice of appeal in *Borgelt*, the Gift Clause case currently before the Texas Supreme Court, was filed on May 14, 2021.

**PRAYER**

The Court should grant emergency temporary relief prohibiting Defendants from making payments under the Uplift Harris program during the pendency of this appeal.

Respectfully submitted.

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### **CERTIFICATE OF CONFERENCE**

I certify that on April 19, 2024, Appellant's counsel contacted Christopher Garza and Jonathan Fombonne, counsel for Appellees, and notified them that this emergency motion for a temporary order would be filed. Appellees are opposed.

/s/ Lanora C. Pettit  
LANORA C. PETTIT

### **CERTIFICATE OF SERVICE**

On April 19, 2024, this document was served electronically on Christopher Garza, lead counsel for Appellees, via Christopher.Garza@harriscountytexas.gov.

/s/ Lanora C. Pettit  
LANORA C. PETTIT

### **CERTIFICATE OF COMPLIANCE**

Microsoft Word reports that this document contains 4,676 words, excluding exempted text.

/s/ Lanora C. Pettit  
LANORA C. PETTIT

**TAB 4**



**In the Fourteenth Court of Appeals  
Houston, Texas**

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STATE OF TEXAS,

*Appellant,*

v.

HARRIS COUNTY, TEXAS, ET AL.,

*Appellees.*

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On Appeal from the 165th District Court, Harris County, Texas  
Cause No. 2024-22320, Hon. Ursula Hall, Presiding Judge

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**OPPOSITION TO THE STATE'S  
MOTION FOR EMERGENCY RELIEF**

---

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## **INTRODUCTION**

To be clear: the “emergency” the Attorney General demands this Court address in less than one business day is that a group of needy Harris County residents will receive a small cash payment to provide a secure floor from which they may raise themselves out of poverty. Only to this Attorney General is helping the poor an emergency that must be stopped as soon as possible.

In a regime marked by cruelty and incompetence, the Attorney General has somehow outdone himself. The guaranteed basic income pilot known as Uplift Harris has been public and widely known for more than ten months. Even so, the Attorney General sat back, waited until vulnerable Harris County residents were told to expect cash assistance in the coming days, and then manufactured an emergency in the hope courts would not have time to escape the thicket of the Attorney General’s factual and legal misstatements.

The State dedicates nearly all its motion for emergency relief to the “merits” of his claims. The State’s claims lack substance, but first their substance is irrelevant. Rule 29.3 is not a forum for deciding an appeal’s merits, especially with less than a business day’s notice. And the Attorney General’s emergency request fails for many other reasons: his request fails to establish the Court’s jurisdiction to grant relief,

fails to establish any emergency outside the Attorney General's own control, fails to appreciate the status quo, and fails to show any risk of tangible harm to the State.

Should the Court reach the merits of the State's claims, it will find them plainly meritless. From Texas's earliest days, caring for the needy has been a special responsibility of counties and county assistance to the needy by its very nature serves a public purpose and returns a benefit to the county as a whole. Indeed, the State's own brief concedes this point. The Attorney General's equal-protection arguments border on frivolous, ignoring controlling law and the long history of governments' use of lotteries to allocate scarce resources.

## STATEMENT OF FACTS

The facts relevant to the State’s motion are set out in the Appellees’ (“Harris County”) attached pleading and exhibits, Appendix Tab 1, and the transcript of the district court’s temporary-injunction hearing, Appendix Tab 2. Harris County provides a summary here.

### *State and Local Fiscal Recovery Funds*

In 2020, in the early stages of the COVID-19 pandemic, Congress created Title VI of the Social Security Act<sup>1</sup> to authorize and appropriate money for the “Coronavirus relief fund.” The next year, Congress enacted the American Rescue Plan Act (ARPA), which amended Title VI<sup>2</sup> to create the “Coronavirus State Fiscal Recovery Fund,” and the “Coronavirus Local Fiscal Recovery Fund,” collectively the “State and Local Fiscal Recovery Funds” (SLFRF).

Congress created the SLFRF to “provide state, local, and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.”<sup>3</sup> Congress set

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<sup>1</sup> 42 U.S.C. § 801.

<sup>2</sup> 42 U.S.C. §§ 802–03.

<sup>3</sup> U.S. Dep’t Treasury, *Coronavirus State and Local Fiscal Recovery Funds: Interim Final Rule*, 88 Fed. Reg. 64986, 64986 (Sep. 20, 2023).

aside \$65.1 billion for counties, to be allocated based on population.<sup>4</sup> In December 2022, Congress amended the SLFRF provisions to allow more flexibility in how state and local governments spend SLFRF funds.<sup>5</sup>

The federal government has directly provided Harris County with nearly \$1 billion in SLFRF funds.<sup>6</sup> Harris County may use the funds to cover costs incurred by December 31, 2024 and must spend those funds by September 30, 2026.<sup>7</sup>

Federal regulations enumerate the permissible purposes for which Harris County may spend SLFRF funds.<sup>8</sup> Among those purposes is “to respond to the public health emergency or its negative economic impacts,” including with a “program” that “responds to a harm or impact experienced by [a] class of beneficiaries.”<sup>9</sup> The regulations provide that households making up to 300% of the poverty limit are “impacted by” the COVID-19 pandemic’s “negative economic impacts.”<sup>10</sup>

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<sup>4</sup> 42 U.S.C. § 803(b)(3)(A).

<sup>5</sup> 88 Fed. Reg. at 64987.

<sup>6</sup> Tex. Dep’t Emergency Mgmt., *U.S. Treasury CLFRF County Allocations*, <https://txdem.sharepoint.com/:b:/s/TDEMWebsiteFiles/EW6hgr75KUNPhgNObwCCWCoBt3auLatAheyW WLkmp7sPQ>.

<sup>7</sup> 42 U.S.C. § 803(c)(6)(D).

<sup>8</sup> *See* 31 CFR § 35.6.

<sup>9</sup> *Id.* § 35.6(b)(1)(ii).

<sup>10</sup> *Id.* § 35.6(b)(2)(i) (“low- and moderate-income households”); *see id.* § 35.3 (defining those terms).

The federal regulations thus expressly permit Harris County to use SLFRF funds for “cash assistance” to “households and individuals” at or below 300% of the poverty limit as part of “[r]esponding to the negative economic impacts” of the pandemic.<sup>11</sup>

**2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?**

**Yes.** Cash transfers, like all eligible uses in the public health and negative economic impacts category, must respond to the negative economic impacts of the pandemic on a household or class of households. Recipients may presume that low- and moderate-income households (as defined in the 2022 final rule), as well as households that experienced unemployment, food insecurity, or housing insecurity, experienced a negative economic impact due to the pandemic. Recipients may also identify other households or classes of households that experienced a negative economic impact of the pandemic and provide cash assistance that is reasonably proportional to, and not grossly in excess of, the amount needed to address the negative economic impact. For example, in the ARPA, Congress authorized Economic Impact Payments to households at certain income levels, identifying and responding to a negative economic impact of the pandemic on these households.

<sup>12</sup>

*Uplift Harris*

A common use of SLFRF funds to respond to the pandemic’s negative economic impacts has been for guaranteed basic income pilot programs.<sup>13</sup> These

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<sup>11</sup> *Id.* § 35.6(b)(3)(ii)(A)(1).

<sup>12</sup> U.S. Dep’t of the Treasury, Coronavirus State and Local Fiscal Recovery Funds: Frequently Asked Questions at 8 (Mar. 29, 2024), <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>.

<sup>13</sup> *See, e.g.*, County of Sonoma, Recovery Plan & Performance Report at 15 (June 30, 2022), [https://home.treasury.gov/system/files/136/SonomaCounty\\_2022RecoveryPlan-SLT-0757.pdf](https://home.treasury.gov/system/files/136/SonomaCounty_2022RecoveryPlan-SLT-0757.pdf); City and County of Denver, State and Local Fiscal Recovery Funds: 2022 Report at 52 (2022), [https://home.treasury.gov/system/files/136/CityandCountyofDenver\\_2022-Recovery-Plan\\_SLT-1004.pdf](https://home.treasury.gov/system/files/136/CityandCountyofDenver_2022-Recovery-Plan_SLT-1004.pdf), Fairfax County, Recovery Plan Performance Report 32-33 (July 21, 2022), [https://home.treasury.gov/system/files/136/FairfaxCounty\\_2022RecoveryPlan\\_SLT-0549.pdf](https://home.treasury.gov/system/files/136/FairfaxCounty_2022RecoveryPlan_SLT-0549.pdf).



pilots aim to build on the unconditional “Economic Impact Payments” made by the federal government in multiple rounds since the beginning of the COVID-19 pandemic.<sup>14</sup> Studies of those payments show that lower income families are very likely to use unconditional cash assistance in ways that directly boost the economy—paying expenses rather than reducing debt or increasing savings.<sup>15</sup> A recent study of Austin’s basic income pilot shows the same.<sup>16</sup>

On June 6, 2023, after County staff had studied the issue for almost one year, Appendix Tab 2 at 62:18-63:2, the Harris County Commissioners Court approved the Uplift Harris program offering “guaranteed, continuous, unconditional financial assistance to qualified households for an eighteen-month period.” Appendix Tab 1 at Ex. B. In doing so, the Commissioners Court found that the program would “Reduce poverty, Reduce unemployment, Improve the incentive and ability to work, Provide financial security,” “Boost self-employment,” and “Improve health and

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<sup>14</sup> U.S. Dep’t of the Treasury, Economic Impact Payments, <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-american-families-and-workers/economic-impact-payments> (last visited Apr. 20, 2024).

<sup>15</sup> *E.g.*, Bureau of Labor Statistics, *Receipt and use of stimulus payments in the time of the Covid-19 pandemic* (Aug. 2020), <https://www.bls.gov/opub/btn/volume-9/receipt-and-use-of-stimulus-payments-in-the-time-of-the-covid-19-pandemic.htm?view=full>.

<sup>16</sup> Urban Institute, *Austin Guaranteed Income Pilot: Participant Outcomes at 12 Months* (Jan. 2024), [https://www.urban.org/sites/default/files/2024-01/Austin\\_Guaranteed\\_Income\\_Pilot\\_Participant\\_Outcomes\\_at\\_12\\_Months.pdf](https://www.urban.org/sites/default/files/2024-01/Austin_Guaranteed_Income_Pilot_Participant_Outcomes_at_12_Months.pdf).

educational outcomes.” *Id.* The Commissioners Court further found that the program aligned with the county goal of “Economic Opportunity.”

The June 6 creation and implementation of Uplift Harris was public and widely reported.<sup>17</sup> A couple of weeks later, the Houston Chronicle reported that a “delegation of Harris County officials will meet with members of the Biden administration . . . to discuss the county’s projects fueled by federal American Rescue Plan Act funding.”<sup>18</sup> “Among the county’s high-profile ARPA-funded initiatives are a series of ambitious programs aimed at tackling poverty,” including “piloting a guaranteed income program providing \$500 monthly payments to residents in high poverty neighborhoods.”<sup>19</sup>

On June 27, 2023, the Commissioners Court approved creating and funding two new County positions to oversee Uplift Harris’s implementation. Appendix Tab 1 at Ex. G.

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<sup>17</sup> *E.g.*, Patricia Ortiz, *Harris County Commissioners pass guaranteed income program for 1,500 families*, houstonpublicmedia.org (June 7, 2023, 3:25 PM), <https://houstonpublicmedia.org/articles/news/harriscounty/2023/06/05/453691/harris-county-commissioners-pass-guaranteed-income-program-for-1500-families>; Jay Jordan, *Harris County Democrats propose guaranteed income plan*, Axios (June 6, 2023), 2023 WLNR 19590528.

<sup>18</sup> Jen Rice, *Lina Hidalgo, other Harris County officials to meet with Biden administration on federal recovery funds*, Hous. Chron. (July 18, 2023).

<sup>19</sup> *Id.*

At a public meeting in September 2023, the Commissioners Court appropriated funds for a third-party research firm to study the effects of Uplift Harris. *Id.* at Ex. C. At another public meeting in October 2023, the Commissioners Court approved a contract with a third-party administrator to run Uplift Harris. *See id.* at Ex. D. Throughout the fall of 2023, Harris County and its contractors worked to implement Uplift Harris. Appendix Tab 2 at 90:4-17.

By December 2023, the details and timing of Uplift Harris’s forthcoming cash assistance were widely known. The Houston Chronicle reported<sup>20</sup>:

- “Uplift Harris is a direct cash assistance program that gives households \$500 a month for 18 months to approximately 1,928 residents.”
- “The Uplift Harris program portal opens on Jan.8 and closes on Jan.26, 2024, at 11:59.”<sup>21</sup>
- “After applying, residents can expect to be notified in mid-February if they are selected[, . . . with the first payment expected to start in March or April 2024.”
- “Participants in the program can use the money for anything they want to fit their needs, like basic household necessities. There are a few things participants can’t use the money for, including criminal or illegal activities, supporting individuals or entities relating to terrorism, or anything that would harm the safety and security of other community members or face the risk of being removed from the program.”

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<sup>20</sup> Kennedy Sessions, *Harris County set to launch \$500 a month guaranteed income program*, Hous. Chron. (Dec. 18, 2023), 2023 WLNR 42779096.

<sup>21</sup> Applications in fact began on January 12 and ran through February 2. Ex. 2 at 90:23-24.

And<sup>22</sup>:

- “Over 1,900 families living in 10 targeted high-poverty zip codes will be randomly selected from the pool of applicants for the 18-month program. Recipients could receive their first payments as early as March 2024.”
- “Eligible households must live below 200% of the federal poverty line, which means around \$60,000 for a family of four or \$29,000 for an individual. Residents participating in the ACCESS Harris County public health program are eligible to apply for Uplift Harris as well.
- “Third-party researchers will evaluate Uplift Harris to assess its effectiveness.”

On January 12, 2024, State Senator Paul Bettencourt asked Attorney General Ken Paxton to provide an Attorney General Opinion on the constitutionality of Uplift Harris.<sup>23</sup> In addition to going directly to the Attorney General’s office, that request was covered extensively by the media.<sup>24</sup> Senator Bettencourt also tweeted about it, “tagging” the Attorney General himself.<sup>25</sup>

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<sup>22</sup> Jen Rice, *Harris County guaranteed income program applications open in January*, Hous. Chron. (Dec. 16, 2023), 2023 WLNR 42517527.

<sup>23</sup> RQ-0529-KP, <https://www.texasattorneygeneral.gov/sites/default/files/request-files/request/2024/RQ0529KP.pdf>.

<sup>24</sup> See, e.g., Andrew Schneider, *State Senator Paul Bettencourt challenges legality of Harris County’s guaranteed income pilot program*, Hous. Pub. Media (Jan. 18, 2024), available at <https://www.houstonpublicmedia.org/articles/news/harris-county/2024/01/18/474833/paul-bettencourt-challenges-guaranteed-income-harris-county-pilot-program-legality/>.

<sup>25</sup> See <https://twitter.com/TeamBettencourt/status/1745838164307034174>. Indeed, Senator Bettencourt later claimed that the State’s suit was “based upon” his opinion request. See <https://twitter.com/TeamBettencourt/status/1777746378560856151>.

Harris County has already delivered \$5 million to Uplift Harris’s third-party administrator for payments to recipients. Appendix Tab 2 at 87:3-7. Since March 18, more than 1,500 needy Harris County residents have been selected and enrolled in the program and are expecting the first round of assistance on April 24. State’s Mot. Tab B ¶ 24.

### *The Attorney General Sues*

The Attorney General took no action in the summer of 2023 when the Uplift Harris program was enacted and funded.

The Attorney General took no action in the fall of 2023 when the Uplift Harris program was being implemented.

The Attorney General took no action in the winter of 2023-24 when all the details of Uplift Harris became widely known and Senator Bettencourt questioned the Attorney General about the program’s constitutionality.

The Attorney General did not offer any opinion in response to Senator Bettencourt’s request. Instead, the Attorney General waited three months—until April 9, after Uplift Harris participants had been selected and were awaiting assistance—to sue.

The State’s petition is heavy on name-calling—“Harris Handout,” “socialist,” “free money,” etc.—but light on facts and law. The State’s feigned

concern that needy Harris County residents will use cash assistance to “purchase[] a gun” or “fly to Vegas and blow it on the casinos” are nothing more than dog-whistles better suited for talk radio than a courtroom. Appendix Tab 2 at 71:21-24, 107:2-7. Like its motion here, the State’s petition broadly talks of Uplift Harris as a gift of public funds, ignoring that both in form and substance it fulfills traditional governmental functions: addressing poverty, unemployment, crime, public health, and economic development. *See* State’s Mot. Tab B.

The substance of the Attorney General’s petition raises two claims: (1) that Uplift Harris violates article III, § 52(a) of the Texas Constitution, known as the “gift clause”; and (2) that the lottery system used to select residents for the program violates article I, § 3 of Texas Constitution, the equal protection clause. *Id.* ¶¶ 25-30.

At the April 18 temporary injunction hearing, the Attorney General called two witnesses. First, Tom Ramsey, a Harris County Commissioner who opposed Uplift Harris. Commissioner Ramsey had no personal knowledge of the program’s details but opposed it because the zip codes in his precinct were too wealthy to qualify and because the program was not administered by Catholic Charities (unlike a functionally identical county expenditure he had approved). Appendix Tab 2 at 8:9-9:4, 15:8-11, 17:1-7, 19:8-22:14, 24:7-26:7, 45:8-48:12.

Next, Brandon Maddox, the director of the Office of Planning and Innovation for Harris County Public Health. Mr. Maddox testified to how the program is administered, eligibility criteria, spending restrictions, and County oversight. *Id.* at 63:9-72:20, 85:18-87:2, 90:23-93:6. Mr. Maddox further testified to the extensive evaluation that led to Uplift Harris, including numerous studies showing the widespread economic benefits that result from similar programs. *Id.* at 76:1-8, 77:15-79:23, 97:1-6, 103:14-24; *see also* Appendix Tab 1 at Ex. A. Mr. Maddox testified at length regarding the public purposes served by Uplift Harris, the controls in place to achieve those purposes, and the expected return to Harris County from the program. *See generally* Appendix Tab 2.

The district court announced at the hearing that it was denying the State's request for a temporary injunction. 128:25-129:2. The State filed its notice of appeal that evening. The next day, Friday evening, the State filed its Rule 29.3 motion in this Court, asking for "emergency temporary relief prohibiting Defendants from making payments under the Uplift Harris program during the pendency of this appeal." Mot. 18. The motion demands a decision by Monday at noon "[b]ecause the first of these payments is scheduled to be made on Wednesday, April 24, 2024." *Id.* at 2.

## ARGUMENT

### I. The State’s Motion Fails Because the State Has Not Carried Its Burden on Jurisdiction.

The party seeking relief from a court “has the burden to affirmatively demonstrate the court’s jurisdiction.” *Gulf Coast Ctr. v. Curry*, 658 S.W.3d 281, 286 (Tex. 2022); *see, e.g., City of Houston v. Villafuerte*, 2022 WL 2976233, at \*2 (Tex. App.—Houston [1st Dist. 2022, pet. denied); *In re Olivarez*, 2023 WL 5814414, at \*1 (Tex. App.—Corpus Christi 2023) (orig. proceeding); *see also State v. Naylor*, 466 S.W.3d 783, 791 (Tex. 2015) (“[B]efore this Court or the court of appeals can evaluate the equity of intervention, the prospective intervenor must establish its standing to present its argument on appeal.”). And “the need for courts to mind their jurisdictional bounds is perhaps at its greatest in cases” like this, “involving questions of public importance.” *Morath v. Lewis*, 601 S.W.3d 785, 789 (Tex. 2020).

The State’s request for an injunction under Rule 29.3 is surprising—it asks for relief that this Attorney General has repeatedly told the Supreme Court is unavailable. The Attorney General’s position has been clear: Appellate jurisdiction does not include the power to issue injunctions under Rule 29.3. *See, e.g., In re Abbott*, 645 S.W.3d 276, 282 n.6 (Tex. 2022) (Court declining to offer a definitive answer); Pet. for Writ of Mandamus at 9-16, *In re Motheral*, No. 22-0106 (Tex. Feb. 11, 2022) (“But that relief—an injunction—is outside the Third Court’s appellate



jurisdiction, and thus not available under Rule 29.3.”). If the Attorney General now believes that appellate jurisdiction includes the power to issue injunctions, it should say so and explain why. Otherwise, the State has not carried its burden to establish jurisdiction.

## **II. The State’s Motion Fails Because Its Alleged Emergency is Self-Inflicted.**

The State demands an order by noon on Monday “prohibiting Defendants from making payments under the Uplift Harris program.” Mot. 2, 19. Why the rush? Because the State seeks to upset the settled expectations of more than 1,500 county residents expecting assistance to arrive on Wednesday. *See* Appendix Tab 2 at 124:15-17 (“[W]e do believe that we have brought this suit timely because we have brought it in sufficient time to have this hearing today before the money goes out.”). But *the State* created this “emergency” by waiting months to sue and thus cannot benefit from it.<sup>26</sup> Instead, the State’s delay in challenging Uplift Harris is still another reason the Court should deny the State’s motion.

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<sup>26</sup> The State claims an emergency because it must stop Defendants from making payments to needy residents this coming Wednesday. But the State never tries to show that any *Defendant* will make any “payments under the Uplift Harris program” this coming Wednesday. Mot. 19. The only evidence it offers is a press release that speaks in the passive voice: “The first monthly payment of \$500 will be distributed to selected recipients as early as April 24.” Mot. 5 (citing Press Release, HCPH, *Uplift Harris Guaranteed Income Pilot Announces Award Notifications Starting Today* (March 18, 2024), <https://tinyurl.com/HarrisUplift>). That release says nothing about *who* will be making payments. *Cf.* Mot. 10 (“Harris County has already disbursed \$5,000,000.00 (five million) dollars to GiveDirectly [the non-party ARPA subrecipient responsible for making payments to beneficiaries] for payment to eligible recipients.”); *In re Abbott*, 645 S.W.3d 276, 283-84 (Tex.

The State requests an order “to preserve the parties’ rights until disposition of the appeal” by restraining Harris County. Tex. R. App. P. 29.3; Mot. 19. As the State recognizes, such an order is inherently equitable in nature. *See* Mot. 15-16; *see also, e.g., In re Lasik Plus of Tex., P.A.*, 2013 WL 816674, at \*3 (Tex. App.—Houston [14th Dist.] Mar. 5, 2013); *Lamar Builder*, 786 S.W.2d at 790. Indeed, whatever title used, a Rule 29.3 order restraining a party is an injunction. *See Qwest Commc’ns Corp. v. AT&T Corp.*, 24 S.W.3d 334, 336 (Tex. 2000); *see also In re Tex. Educ. Agency*, 619 S.W.3d 679, 683 (Tex. 2021) (observing a Rule 29.3 order’s “injunctive effect”). And injunctions are, at bottom, equitable and thus controlled by the “principles, practice and procedure governing courts of equity.” *State v. Tex. Pet Foods, Inc.*, 591 S.W.2d 800, 803 (Tex. 1979). Nothing in Rule 29.3 suggest any intent to depart from equitable principles. *Cf. Weinberger v. Romero-Barcelo*, 456 U.S. 305, 320 (1982) (“[A] major departure from the long tradition of equity practice should not be lightly implied.”).

Equity “aids the diligent and not those who slumber on their rights.” *Rivercenter Assocs. v. Rivera*, 858 S.W.2d 366 (Tex. 1993). As the State elsewhere

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2022) (“Because the Governor lacks the authority to investigate or prosecute the plaintiffs, and no party alleges that he has threatened to do so, an order prohibiting him from engaging in such conduct has no support in this record.”). Accordingly, the relief the State seeks with such frantic fervor will not affect the payments made on Wednesday, April 24.

concedes, equity “should not save a party from the consequences of its own actions.” State’s Resp. to Motion for Temporary Relief at 31, *State v. Harris County*, No. 23-0656 (Tex. Aug. 18, 2023). Thus, the State “may not manufacture an emergency by ignoring a new [program], failing to [evaluate] it, waiting [months] to sue, and then seeking emergency relief in this Court on the grounds that” any delay will cause “irreparable harm.” *Id.*

The State has had ten months to sue. During that time, Harris County has expended money and other resources implementing Uplift Harris and more than 1,500 needy county residents have ordered their lives expecting the first round of assistance to arrive this coming Wednesday. Equity thus disfavors the State.

Moreover, Uplift Harris is presumed to be constitutional. *See, e.g., EXLP Leasing, LLC v. Galveston Cent. Appraisal Dist.*, 554 S.W.3d 572, 575 (Tex. 2018); *Draper v. City of Arlington*, 629 S.W.3d 777, 785 (Tex. App.—Fort Worth 2021, pet. denied). Had the State sued with reasonable dispatch, “that would have allowed a careful, thorough consideration of their arguments regarding [Uplift Harris’] scope and constitutionality,” instead of the ludicrous-speed evaluation the State now demands. *In re Hotze*, 627 S.W.3d 642, 645 (Tex. 2020).

Below, the Attorney General’s Office said it needed these months because “we, of course, were taking our time to evaluate the case.” Appendix Tab 2 at

123:20-124:17. What took the Attorney General months to do, he demands this Court do in a matter of hours. The State’s “delay precludes the consideration [its] claims require.” *In re Hotze*, 627 S.W.3d at 645. The State’s unexcused and inexcusable delay has done immense harm and prevents any Rule-29.3 relief in its favor.

**III. Granting the State’s Motion Threatens the Court’s Jurisdiction and Irreparable Harm to Harris County.**

The State argues that “temporary relief is warranted to allow the Court ample time to consider the weighty constitutional issues involved while simultaneously protecting its own jurisdiction.” Mot. 17. Just the opposite is true.

In the first place, the Uplift Harris program runs for 18 months—plenty of time for an appeal to run its course if the State were to request expedited briefing and decision. *See In re Tex. Educ. Agency*, 619 S.W.3d at 690.

On the other hand, if the Court enjoins Harris County from committing funds to Uplift Harris during this appeal, mootness and irreparable harm to Harris County will be much more imminent. Harris County must commit all SLFRF funds “by December 31, 2024.” 42 U.S.C.A. § 803(c)(1). Building some other program would take significant time and effort. And Harris County may not spend SLFRF funds “after September 30, 2026.” *Id.* § 803(c)(6)(D). If the funds dedicated to Uplift Harris are in limbo at the end of this year, Harris County may lose them forever.

The evident purpose of the State’s “emergency relief” gambit is to force Harris County into abandoning Uplift Harris before any court can reject the State’s claims on their merits. The State’s tactic is a blatant misuse of Rule 29.3.

**IV. The State’s Motion Fails Because the Relief It Seeks Would Alter the Status Quo.**

Injunctive relief under Rule 29.3 is appropriate only “to preserve the status quo and prevent irreparable harm.” *In re Abbott*, 645 S.W.3d at 282 (quoting *In re Tex. Educ. Agency*, 619 S.W.3d at 680). “The status quo is the last actual, peaceable, noncontested status which preceded the pending controversy.” *Sharma v. Vinmar Int’l, Ltd.*, 231 S.W.3d 405, 419 (Tex. App.—Houston [14th Dist.] 2007); *State v. Sw. Bell Tel. Co.*, 526 S.W.2d 526, 528 (Tex. 1975).

The last actual, peaceable, noncontested status which preceded the pending controversy is that Harris County has committed funds to and is implementing Uplift Harris, and more than 1,500 Harris County residents are expecting assistance to arrive on April 24. “The status quo, for many months, has been” the ongoing implementation of Uplift Harris, and “[t]hat status quo should remain in place while the court of appeals, and potentially this Court, examine the parties’ merits arguments to determine whether plaintiffs have demonstrated a probable right to the

relief sought.” Order staying Rule 29.3 relief ¶ 2, *In re Abbott*, No. 21-0720 (Aug. 26, 2021).<sup>27</sup>

Further, when courts evaluate the constitutionality of legislative action like the creation of Uplift Harris, they begin with a presumption of “compl[iance] with both the United States and Texas Constitutions.” *EBS Solutions, Inc. v. Hegar*, 601 S.W.3d 744, 754 (Tex. 2020). And as the State has conceded elsewhere, the “status quo encompasses the presumption of constitutionality.” Resp. to Motion for Temporary Relief at 32, *State v. Harris County*, No. 23-0656 (Tex. Aug. 18, 2023). Thus, the status quo is a presumptively constitutional program that has been launched.

**V. The State’s Motion Fails Because the Relief It Seeks Is Not Necessary to Preserve Its Rights During this Appeal.**

Rule 29.3 allows “temporary orders necessary to preserve the parties’ rights until disposition of the appeal.” Tex. R. App. P. 29.3. Nothing threatens the State’s rights because the State faces no tangible harm from Uplift Harris and the State’s claims are meritless.

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<sup>27</sup> The upshot of *In re Abbott*, which the State misses, *see* Mot. 16-17, is that, in a challenge to a public official’s ongoing exercise of legal authority, the status quo is the *exercise of authority*—the particular expression of that authority (here, payment) is irrelevant.

**A. A mere violation of law would be insufficient to justify Rule 29.3 relief.**

No State money is involved in this case. Thus, Uplift Harris’s existence risks no tangible harm to the State. As a result, prohibiting Defendants from making payments under the Uplift Harris program would not “preserve” the State’s “rights.” Tex. R. App. P. 29.3.

Citing case law discussing temporary injunctions issued by district courts in their plenary original jurisdiction, the State insists it is entitled to Rule 29.3 relief as a matter of right so long as it shows some likelihood that its claims have merit. Mot. 15-16. But “Rule 29.3 . . . provides only the limited authority to ‘preserve the parties’ rights,’ *not* the general authority to [issue] temporary injunctions of any nature.” *In re Abbott*, 645 S.W.3d at 283 (emphasis added). So the State’s authorities are inapposite.

Importantly, courts do not consider the merits of an appeal in the Rule-29.3 posture. *See Tex. Gen. Land Off. v. City of Houston*, 2020 WL 4726695, at \*2 (Tex. App.—Austin July 31, 2020); *Ridgecrest Holdings, LLC v. City of Dallas*, 2019 WL 2051816, at \*2 (Tex. App.—Dallas May 9, 2019); *see also In re Abbott*, 645 S.W.3d at 283-84 (declining, over a dissent, to consider the merits in evaluating a grant of Rule-29.3 relief). Thus, the State’s arguments about likelihood of success are irrelevant (and incorrect).

Absent the special treatment the Supreme Court offers the State in the context of original-jurisdiction injunctions, traditional equitable principles prevail. At equity, the mere violation of law does not justify an injunction—the movant must pair a violation with “tangible” harm. *Pub. Util. Comm’n of Tex. v. City of Austin*, 710 S.W.2d 658, 661 (Tex. App.—Austin 1986, no pet.). Any “presumption” of irreparable harm “is contrary to traditional equitable principles.” *Amoco Prod. Co. v. Vill. of Gambell*, 480 U.S. 531, 545, (1987); accord, e.g., *City of Austin*, 710 S.W.2d at 661. Thus, equity has never made a “chancellor . . . mechanically obligated to grant an injunction for every violation of law.” *Weinberger v. Romero-Barcelo*, 456 U.S. 305, 313 (1982). Rule 29.3’s reach is narrow, see *In re Abbott*, 645 S.W.3d at 283, so there is no reason to read into it some expansion of traditional equitable relief. Because the State identifies no *tangible* harm it will suffer from Harris County providing federal dollars to assist needy residents, the Court should deny the State’s motion.

**B. Uplift Harris is constitutionally sound.**

In any event, the State cannot succeed on the merits of its claims: Uplift Harris complies with the Texas Constitution. As a result, even under its theory that it is harmed irreparably when state law is violated, the State faces no risk of any harm.



**1. Cash assistance under Uplift Harris is not a prohibited gift.**

The Attorney General disagrees with Harris County’s policies, arguing Harris County should have spent Uplift Harris funds on “infrastructure.” Mot. 9. As the repeated, no-strings-attached federal “Economic Impact Payments” demonstrate, however, sometimes circumstances call for direct economic stimulus in the form of cash assistance. Regardless, the Attorney General’s policy views have no place here. The Attorney General does not wield a veto over the policy choices made by Harris County’s elected representatives.<sup>28</sup>

Whether Uplift Harris’s cash assistance to needy residents serves a public purpose is “a judicial” question, answered “giving great weight . . . to the legislative determination.” *Davis v. City of Lubbock*, 326 S.W.2d 699, 704 (Tex. 1959) (emphasis added). The Texas Supreme Court has established a three-part test to “determine[] if a statute accomplishes a public purpose consistent with Section 52(a).” *See Tex. Mun. League Intergovernmental Risk Pool v. Tex. Workers’ Comp. Comm’n*, 74 S.W.3d 377, 384 (Tex. 2002). The statute (or other order) must “(1) ensure that the statute’s predominant purpose is to accomplish a public purpose, not

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<sup>28</sup> Indeed, the Attorney General has no say at all. Whether an expenditure “serves a county purpose is for the commissioners court to determine in the first instance, subject to judicial review for abuse of discretion.” Tex. Att’y Gen Op. GA-0604 (2008); *accord* Tex. Att’y Gen. Op. WC-0474 (1965) (“[T]he determination of the legislative body of the matter has been held to be not subject to be reversed except in instances where such determination is palpably and manifestly arbitrary and incorrect.”).

to benefit private parties; (2) retain public control over the funds to ensure that the public purpose is accomplished and to protect the public’s investment; and (3) ensure that the political subdivision receives a return benefit.” *Id.* (internal citations omitted).

Uplift Harris’ public purposes are expressly set forth in the Harris County Commissioners Court record establishing the program: reducing poverty, reducing unemployment, improving the incentive and ability to work, providing financial security, boosting self-employment, improving health and educational outcomes, and increasing economic opportunity. Appendix Tab 1 at Ex. B. “[U]nless a court can say that” these purposes “are clearly not public purposes, it would not be justified in holding invalid a legislative act . . . providing funds for such purposes” *Davis*, 326 S.W.2d at 709 (quoting *Davis v. City of Taylor*, 67 S.W.2d 1033, 1034 (Tex. 1934)). Absent fraud—which is not alleged—if the Commissioners Court could reasonably conclude that Uplift Harris serves a public purpose, courts will not interfere. *See, e.g., KMS Retail Rowlett, LP v. City of Rowlett*, 593 S.W.3d 175, 189 (Tex. 2019).<sup>29</sup>

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<sup>29</sup> Some of these citations are to discussions of condemnation for a public use. The Supreme Court has said the evaluation of public use and public purpose are identically deferential. *See, e.g., City of Lubbock*, 326 S.W.2d at 709 (“The words ‘public purposes’ are no narrower than the words ‘public use’ discussed at length above. Since we have held property is taken for public use, it follows that

The State does not come close to making the clear showing required to invalidate Uplift Harris. The State ignores facts that defeat its arguments on their own terms, and contorts precedent beyond recognition, all while overlooking overwhelming evidence that Uplift Harris serves a public purpose and returns a public benefit.

- a. Providing assistance to the less fortunate is an important public purpose that satisfies § 52(a) and meets the *Texas Municipal League* test.**

The State gets off on the wrong foot, reading *Texas Municipal League* as imposing “two main conditions.” Mot. 6. The “conditions” the State sees are alternatives, not conjunctive. *Texas Municipal League* identifies two ways payments may escape the gift clauses. One, the payments may not be “grants” at all because they are purchasing something, “return consideration.” 74 S.W.3d at 383.<sup>30</sup> Two, “section 52(a) does not prohibit payments to individuals, corporations, or associations so long as the statute requiring such payments: (1) serves a legitimate public purpose; and (2) affords a clear public benefit received in return.” *Id.* Because

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the expenditure of funds on the same project would be for public purposes.”); *Hous. Auth. of City of Dallas v. Higginbotham*, 143 S.W.2d 79, 86 (Tex. 1940).

<sup>30</sup> Requiring “public control” over funds even after they are paid in exchange for return consideration is nonsensical and unworkable. One doubts the State retains control over how the State’s attorneys spend their paychecks.

Uplift Harris meets the three-part test in *Texas Municipal League*, it passes constitutional muster under that second formulation.<sup>31</sup>

The State’s challenge to the first prong of that test (whether the program’s predominant purpose is a public one) fails out of the gate with a fatal concession: “the State does not dispute that providing assistance to the less fortunate is an important public purpose.” Mot. 10. Harris County agrees—Uplift Harris provides assistance to the less fortunate and thus serves an important public purpose. *See* Appendix Tab 1 at 17-19. Case closed.

While the State contends that the “*primary* purpose is to benefit private people,” Mot. at 8, so would any aid to the poor. The State does not—and cannot—provide a *legal* distinction between the predominant public purpose of existing welfare (and other anti-poverty) programs and this one, because there is none. What the State offers is merely a policy disagreement, but that is not a justiciable issue. *See infra* pp. 22-23.

Uplift Harris clearly serves a legitimate public purpose and affords a clear public benefit received in return. Mr. Maddox testified to the various public purposes served by Uplift Harris:

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<sup>31</sup> And it is also saved by the first formulation. As was described at length by Mr. Maddox, the County receives consideration through participation in a study that will inform future policymaking by the Commissioners Court.

The goals of the program included reducing poverty in Harris County, increasing employment, increasing the self-sufficiency of the program participants.

Appendix Tab 2 at 78:12-18.

And Uplift Harris has sufficient controls. All that *Texas Municipal League* requires is that there are controls sufficient enough to “accomplish” the public purpose of the program. 74 S.W.3d at 384. Where, as here, the public purpose of aiding the poor (and reaping its positive effects) is established, the only controls needed are ensuring that the beneficiaries of the program are indeed in the target population. As prior Attorneys General have noted, public control of a public benefit is proved by enforcing eligibility criteria. *See, e.g.,* Tex. Att’y Gen. Op. JC-0244 (2000) (requiring proof of residency and financial need were sufficient controls for scholarships for architectural examination applicants). Nothing requires spending valuable resources micromanaging aid recipients’ use of funds. *See, e.g.,* Tex. Att’y Gen. Op. ORD 660 (1999) (rejecting agency’s argument that releasing valuable information under the PIA would be unconstitutional if requestor intended to use the information for commercial purposes). That is especially true here, where simply aiding the poor serves a public purpose and the recipients’ *spending* itself creates the return benefit.

Mr. Maddox testified at length regarding the controls employed in Uplift Harris. For example, he explained that the “confines of the terms and conditions of the program” include:

Requirements state that the individual must be a Harris County community member and remain a Harris County community member throughout the life of the program.

The funds cannot be used to support terrorism or fraud or corruption, to harm themselves or another program participant or for the promotion of any criminal activity.

And they must complete a short follow-up survey every month administered by GiveDirectly.

*Id.* at 69:8-22; *see also id.* at 85:25-86:22 (“This is a quality control measure to ensure the performance of the non-profit third-party administrator are meeting our expectations . . . .”); *id.* at 70:1-5, 72:10-20, 92:14-93:6 (recipients who no longer qualify or do not comply with restrictions will be removed from the program); *id.* at 92:3-13 (recipients accept terms and conditions and participate in the program); *id.* at 70:17-71:3, 63:23-64:5, 65:8-13, 73:14-23 (randomized trial), *id.* at 75:14-22. Accordingly, Uplift Harris contains more than sufficient controls to achieve its public purpose.

Finally, while the Supreme Court’s *Texas Municipal League* test does require a “return benefit”, the State’s rigid requirement that Harris County identify a “statutory mandate” that Uplift Harris fulfills grossly overstates that requirement.

*See Tex. Mun. League Intergovernmental Risk Pool v. Tex. Workers' Comp. Comm'n*, 74 S.W.3d 377, 384 (Tex. 2002); Mot. at 10. Even though the Attorney General is unable to see the intrinsic benefit to the County in helping the poor, *see* Mot. 8-9, the Supreme Court is not so blind, *see Higginbotham*, 143 S.W.2d at 85 (“[T]he entire community derives a benefit through the elimination of conditions giving rise to crime and disease.”).

Regardless, Harris County has identified a number of benefits it will receive from the program, including benefits to several of its statutory mandates and authority to fund public health and safety, and promote economic development.<sup>32</sup> Mr. Maddox also explained the numerous benefits to the County, including both the direct and indirect economic benefits and the information benefit from running a pilot program and study. *Id.* at 72:25-75:2 (reducing poverty, increasing knowledge, receiving interim reports “look[ing] at how funds are being used” to “ensure we get robust information at the beginning, during and after the program”); *id.* at 75:14-76:12 (“[W]e have also seen that individuals who received these funds spend the

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<sup>32</sup> The State’s claim that the program is too small to matter, Mot. 9, is just a dressed-up policy argument. The Commissioners Court thought otherwise, which is all that matters. *See* Mot. 7 (defending “school vouchers” because they “*may* reduce the costs of funding public schools required by the Texas Constitution” (emphasis added)); *supra*, pp. 22-23 (discussing substantial deference to commissioners courts’ determinations). The State’s argument also misses the point that Uplift Harris is a pilot, trial program designed to generate information for policymaking.

money within their local communities. They spend the money at local shops, grocery stores, and thereby increasing the local economy.”). Harris County expects to derive numerous benefits:

The expected impact of the program has been reduced poverty, increased self-sufficiency of those program participants, the ability to find employment or all of these other community-level benefits that occur when you lift one or, in this case, 1,928 people up out of poverty.

*Id.* at 76:1-8. “Having a lower poverty rate directly benefits Harris County government.” *Id.* at 76:9-14.

The State nonetheless goes on to argue that “Uplift Harris far exceeds the limits of what the Constitution permits.” Mot. 10. The State is plainly mistaken. The State relies on “article III, section 52(a) of the Texas Constitution.” Mot. 6. And § 52(a) demands only a public purpose. *See Hous. Auth. of City of Dallas v. Higginbotham*, 143 S.W.2d 79, 85 (1940); *see also Edgewood ISD v. Meno*, 917 S.W.2d 717, 740 (Tex. 1995) (Section 52 (a) serves “to prevent the application of public funds to private purposes.” (quoting *Byrd v. City of Dallas*, 118 Tex. 28, 6 S.W.2d 738, 740 (1928))).

**b. Section 51 is no obstacle to Uplift Harris.**

Relying on article III, § 51, the State argues that any assistance program for the poor must be expressly authorized by the Constitution. Mot. 11. The State’s argument is unmoored from the Constitution’s text, which says no such thing. In any



event, this argument contains another fatal concession: for “programs . . . funded through cooperative federalism, meeting federal statutory requirements to access those funds would satisfy the existing test for what constitutes a public purpose.” Mot. 11 n.1 (citing *Tex. Mun. League*, 74 S.W.3d at 384). Uplift Harris is funded through cooperative federalism and its eligibility criteria satisfy federal requirements. *See supra*, pp. 4-5 (households at below 300% of the poverty line are eligible for cash assistance using SLFRF money).

Further, the State’s constitutional interpretation fails on its own terms. Section 51 targets *State* programs and thus does not apply here. If § 51 did apply, § 52(a), which speaks directly to county grants of public money would be superfluous. The Attorney General’s office was at one time able to recognize this distinction between state- and county-level programs. *See, e.g.*, Tex. Att’y Gen. Op. GM-2578.

The precedent the State relies on confirms that State is looking in the wrong place. In *Bexar County v. Linden*, the Court in dicta said that § 51 “den[ies] to the Legislature any power to grant or to authorize the grant of public money” for public assistance except as authorized in § 51’s exceptions. 220 S.W. 761, 762 (1920). At the same time, the Court recognized that a chief purpose of counties is fulfilling the State’s obligation to “care of the poor.” *Id.* at 763; *see, e.g.*, Tex. Loc. Gov’t Code

§ 81.027 (“Each commissioners court may provide for the support of paupers, residents of their county, who are unable to support themselves.”). This provision stretches back to the dawn of the Republic of Texas.<sup>33</sup> *Linden* did not contradict itself because county programs are different. *Linden* confirms that § 51 does not apply to counties.

And in any case, § 51 expressly does not prevent aid in cases of public calamity: “provided that the provisions of this Section shall not be construed so as to prevent the grant of aid in cases of public calamity.” Tex. Const. art. III, § 51. Uplift Harris is a response to the negative economic impacts of “a public calamity” — the COVID-19 pandemic—and thus falls under § 51’s current express exception. *See* Appendix Tab 1 at 17-18.

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<sup>33</sup> The first Congress of the Republic provided: “It shall be the duty of said board of commissioners to provide, at the expense of the county, for the support of the indigent, lame, and blind persons, who are unable to support themselves.” Act approved Dec. 20, 1836, 1st Cong., R.S., § 29, 1836 Repub. Tex. Laws 146, 141 *reprinted in* 1 H.P.N. Gammel, *The Laws of Texas 1822-1897*, at 1201, 1206 (Austin, Gammel Book Co. 1898). The Legislature repeatedly enacted statutes requiring counties to provide for the indigent. Act approved Mar. 16, 1848, 2d Leg., R.S., ch. 98, § 3, 1848 Tex. Gen. Laws 113, *reprinted in* 3 H.P.N. Gammel, *The Laws of Texas 1822-1897*, at 113 (Austin, Gammel Book Co. 1898); Tex. Rev. Civ. Stat. art. 2351 § 11; Act approved July 22, 1876, 15th Leg., R.S., ch. 55, § 4, 1876 Tex. Gen. Laws 51, 52, *reprinted in* 8 H.P.N. Gammel, *The Laws of Texas 1822-1897*, at 887, 888 (Austin, Gammel Book Co. 1898).

**c. Uplift Harris is an exempt economic development program.**

Even if the gift clauses generally prohibited county assistance to the poor, Uplift Harris would still survive because its expressly authorized by § 52-a: “Notwithstanding any other provision of this constitution, the legislature may provide for the creation of programs and the making of loans and grants of public money . . . for the public purposes of development and diversification of the economy of the state” and “the elimination of unemployment or underemployment in the state.” Tex. Const. art. III, § 52-a; *see Ex parte City of Irving*, 343 S.W.3d 850, 855 (Tex. App.—Dallas 2011, judgment vacated w.r.m.) (rejecting Attorney General’s argument that § 52-a did not create an exception to other constitutional requirements); *cf.* House Cmte. On Science and Technology, Bill Analysis: CSHJR 5 (Mar. 25, 1987) (expressly identifying article III, §§ 51 and 52 as constitutional impediments that section 52-a was intended to overcome).

In turn, Local Government Code § 381.003(a) grants counties the authority to administer community and economic development projects authorized by federal law. Uplift Harris is a federally authorized program aimed at improving the economy and reducing unemployment and underemployment. It is constitutional under § 52-a. *See* Appendix Tab 1 at 16-17.

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Commissioners Courts have broad discretion to identify and achieve public purposes and public benefits. In fulfilling Harris County's longstanding duty to aid the poor, aiding economic development, and increasing the knowledge base for future policy debates, Uplift Harris falls well within that discretion. It is constitutional.

**2. Uplift Harris does not violate the Equal Protection Clause.**

The Attorney General's zeal to harm the poor leads him to abandon the rational basis test for evaluating equal-protection challenges like this one that do not involve a suspect class. *See* Mot. 13-14 (not even mentioning "rational basis"). Even so, the rational basis test controls: The "equal protection analysis requires that the classification be rationally related to a legitimate state interest." *Sullivan v. University Interscholastic League*, 616 S.W.2d 170, 172 (Tex. 1981). And as the United States Supreme Court recognized over fifty years ago, "[i]n the area of economics and social welfare, a State does not violate the Equal Protection Clause merely because the classifications made by its laws are imperfect. If the classification has some 'reasonable basis,' it does not offend the Constitution simply because the classification 'is not made with mathematical nicety or because in practice it results in some inequality.'" *Dandridge v. Williams*, 397 U.S. 471, 485 (1970) (internal citations omitted). What's more, the State does not even identify the classification

it challenges, instead offering a word salad about “the source of the funds, the eligibility criteria, and the putative purpose of the program.” Mot. 13. The State’s argument goes nowhere from there.

The State complains that “Harris County has pointed to no connection between COVID and its proposed payouts.” The State is wrong. *See, e.g.*, Appendix Tab 1 Ex. A (discussing connection between COVID and exacerbation of poverty in Harris County); Ex. B (“The COVID-19 Pandemic, along with high inflation rates, exacerbated the financial challenges low income families face throughout Harris County.”<sup>34</sup> But more fundamentally, that complaint does not identify a classification. And in any event, the rational basis test puts no burden on Harris County—“The party challenging the rationality of the legislative classification has the burden of negating every conceivable basis that might support it.” *Gardner v. Children’s Med. Ctr. of Dallas*, 402 S.W.3d 888, 892 (Tex. App.—Dallas 2013, no pet.) (citing *Heller v. Doe by Doe*, 509 U.S. 312, 320 (1993)). “It is not [the court’s] place to question the [government’s] policy decisions when conducting a rational basis review” of a program challenged on equal protection grounds. *Hebert v. Hopkins*, 395 S.W.3d 884 (Tex. App.—Austin 2013, no pet.).

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<sup>34</sup> The State is also wrong that the “nature of the payments” is *sui generis*. Mot. 14; *see supra*, pp 30-31 & n. 33.

The State does mention “random selection,” the focus of its claim below, but never as a classification. Mot. 13-14. Regardless, random selection among eligible participants is not an equal protection violation, especially when trying to distribute a scarce resource. All participants have an *equal* chance of selection, after all. *See Campbell v. Board of Educ.*, 310 F. Supp. 94, 103 (E.D.N.Y. 1970); *see also Singh v. Joshi*, 152 F.Supp.3d 112, 126 (E.D.N.Y. 2016) (“In a sense, a lottery is the very definition of an arbitrary selection procedure. But Judge Weinstein long ago recognized that, in some circumstances, selection by lot is—in Judge Scalia’s words—one of the ‘realities of government.’” (citing *Campbell*)). And a lottery is a rational tool of government in use for millennia.<sup>35</sup> If it is good enough for military drafts and jury pools, it is good enough for public benefit pilot programs.

The State erroneously suggests there is something odd about distributing limited government benefits by lottery. Mot. 13-14. The State is again mistaken. *See, e.g., Dylan McGuinness, City rolls back taxi rules, drops cap on permits*, Hous. Chron. (Sept. 19, 2021), 2021 WLNR 31940066 (describing lottery system for taxi medallions); *Oklahoma’s Great Land Lottery Has Commenced*, Topeka Daily Capital at 1 (July 30, 1901). Indeed, the State itself makes certain housing benefits dependent

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<sup>35</sup> “The Archons of ancient Athens would undoubtedly have been surprised to learn that their selection by lot from among the citizenry was the result of an invidious discrimination.” *Campbell*, 310 F. Supp. at 103.

on the outcome of lotteries.<sup>36</sup> The State has no likelihood of succeeding on its equal protection claim.

### **CONCLUSION AND PRAYER**

The Court should deny the State's motion for emergency relief.

---

<sup>36</sup> Texas Department of Housing and Community Affairs, TDHCA announces Housing Choice Voucher Program pre-application for wait-list to open May 2 (April 28, 2022). <https://www.tdhca.texas.gov/news/tdhca-announces-housing-choice-voucher-program-pre-applications-wait-list-open-may-2>

Respectfully submitted,

**CHRISTIAN D. MENEFEE**

HARRIS COUNTY ATTORNEY

*/s/ Jonathan Fombonne*

---

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**CERTIFICATE OF SERVICE**

I certify that on April 22, 2024, this document was served electronically via the Court's electronic filing system to all counsel of record.

/s/ Jonathan Fombonne  
Jonathan Fombonne

## CERTIFICATE OF COMPLIANCE

Microsoft Word reports that this document contains 7,845 words, excluding exempted text.

/s/ Jonathan Fombonne  
Jonathan Fombonne

No.

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**In the Fourteenth Court of Appeals  
Houston, Texas**

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STATE OF TEXAS,

*Appellant,*

v.

HARRIS COUNTY, TEXAS, ET AL.,

*Appellees.*

---

On Appeal from the 165th District Court, Harris County, Texas  
Cause No. 2024-22320, Hon. Ursula Hall, Presiding Judge

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**APPELLEE'S APPENDIX**

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# TAB 5

Vernon's Texas Statutes and Codes Annotated  
Constitution of the State of Texas 1876 (Refs & Annos)  
Article III. Legislative Department  
Requirements and Limitations

Vernon's Ann. Texas Const. Art. 3, § 51

§ 51. Grants of public money prohibited

#### Currentness

The Legislature shall have no power to make any grant or authorize the making of any grant of public moneys to any individual, association of individuals, municipal or other corporations whatsoever; **provided that the provisions of this Section shall not be construed so as to prevent the grant of aid in cases of public calamity.**

#### Credits

Adopted Feb. 15, 1876. Amended Nov. 6, 1894; Nov. 1, 1898; Nov. 8, 1904; Nov. 8, 1910; Nov. 5, 1912; Nov. 4, 1924; Nov. 6, 1928; Nov. 5, 1968; Nov. 2, 1999.

#### Editors' Notes

### INTERPRETIVE COMMENTARY

#### 2007 Main Volume

Section 51, in its original form as placed in the Constitution of 1876, was a prohibition placed upon the legislature that it should not grant or authorize the grant of public money to any individual, association or corporation save in cases of public calamity. This prohibition is retained in the present section as amended.

This provision again demonstrates the vigilance of the framers of the 1876 Constitution for the protection of the public funds in an era following the reconstruction period which was marked by profligacy.

The giving or granting away of public money, its application to other than strictly governmental purposes, is what this section is intended to guard against. It does not prevent the granting of state funds to municipal and political corporations where the money is granted to be used for a governmental purpose. See *Aransas Pass v. Keeling*, 112 T. 339, 247 S.W. 818 (1923).

The first citizens to whom public money of the state was granted were indigent and disabled Confederate soldiers and sailors and their widows. Confederate veterans were not entitled to federal pensions. Since Section 51 forbade the grant of public money to any individual, an amendment was necessary to make such aid possible. This was done in 1924.

The first amendment provided, among other things, that indigent widows of Confederate soldiers and sailors could receive aid if bona fide residents of the state since January 1, 1910 and who were married to such soldiers and sailors prior to January 1, 1910. Moreover and in any event, the word "widow" as used in the amendment did not include women born since the year 1861.

Section 51 was again amended in 1928, and these requirements of residence since and marriage prior to January 1, 1910 were no longer included. Also dropped was that definition of widows requiring them to be born in or prior to the year 1861. This, of course, had an effect of permitting more widows of Confederate soldiers and sailors to qualify for aid.

The money to pay these pensions was raised by the levying of a tax not to exceed seven cents on each one hundred dollars valuation of property. This was later reduced to two cents. See comment on [Article VII, Section 17](#).

#### [Notes of Decisions \(162\)](#)

Vernon's Ann. Texas Const. Art. 3, § 51, TX CONST Art. 3, § 51

Current through the end of the 2023 Regular, Second, Third and Fourth Called Sessions of the 88th Legislature, and the Nov. 7, 2023 general election.

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# TAB 6

Vernon's Texas Statutes and Codes Annotated  
Constitution of the State of Texas 1876 (Refs & Annos)  
Article III. Legislative Department  
Requirements and Limitations

Vernon's Ann. Texas Const. Art. 3, § 52

§ 52. Restrictions on lending credit or making grants by political  
corporations or political subdivisions; authorized bonds; investment of funds

Currentness

(a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

(b) Under Legislative provision, any county, political subdivision of a county, number of adjoining counties, political subdivision of the State, or defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include, towns, villages or municipal corporations, upon a vote of two-thirds majority of the voting qualified voters of such district or territory to be affected thereby, may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof, as the Legislature may authorize, and in such manner as it may authorize the same, for the following purposes to wit:

(1) The improvement of rivers, creeks, and streams to prevent overflows, and to permit of navigation thereof, or irrigation thereof, or in aid of such purposes.

(2) The construction and maintenance of pools, lakes, reservoirs, dams, canals and waterways for the purposes of irrigation, drainage or navigation, or in aid thereof.

(3) The construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof.

(c) Notwithstanding the provisions of Subsection (b) of this Section, bonds may be issued by any county in an amount not to exceed one-fourth of the assessed valuation of the real property in the county, for the construction, maintenance, and operation of macadamized, graveled, or paved roads and turnpikes, or in aid thereof, upon a vote of a majority of the voting qualified voters of the county, and without the necessity of further or amendatory legislation. The county may levy and collect taxes to pay the interest on the bonds as it becomes due and to provide a sinking fund for redemption of the bonds.



(d) Any defined district created under this section that is authorized to issue bonds or otherwise lend its credit for the purposes stated in Subdivisions (1) and (2) of Subsection (b) of this section may engage in fire-fighting activities and may issue bonds or otherwise lend its credit for fire-fighting purposes as provided by law and this constitution.

(e) A county, city, town, or other political corporation or subdivision of the state may invest its funds as authorized by law.

### **Credits**

Adopted Feb. 15, 1876. Amended Nov. 8, 1904, proclamation Dec. 29, 1904; Nov. 3, 1970; Nov. 7, 1978; Nov. 4, 1986; Nov. 7, 1989; Nov. 2, 1999.

### **Editors' Notes**

## **INTERPRETIVE COMMENTARY**

### **2007 Main Volume**

In the early days of Texas, private capital for large scale investments was scarce. This was due to the predominantly agricultural character of the economy. It was difficult for private enterprise to obtain capital for any large scale undertaking, and consequently the state was called on to aid business enterprise by grants of land or loans of money and credit. The theory underlying these requests for aid was that it was the duty of the state to promote the prosperity of all its members, and that it might use its powers, even to the extent of appropriating money from the treasury, to foster laudable enterprises in which a considerable number of its people were interested.

The greatest benefit from loans and gifts of state money and credit accrued to railroads. The state was seeking more people for her vast domain, a better means of communication between them, and a better exchange of their products. Either the state had to furnish aid to railroads, or else had to organize rail transportation itself. It chose to do the former, and lent a considerable amount of the permanent school fund to railroads prior to and during the Civil War. After the war the railroads were unable to meet their payments, which eventually caused considerable embarrassment to the state, and was responsible for the constitutional prohibition against the loaning of state credit to private enterprise.

But while the legislators were considering how best to provide the transportation facilities needed by the people, the people of various localities requested legislative authorization to issue bonds and levy taxes to pay the interest and create a sinking fund to retire the bonds, the bonds to be donated to railroads to be built through or to them.

Prior to the Civil War, only a few counties and cities in Texas had indulged in this type of railroad aid, but after the war, and following the repeal in 1869 of a law passed in 1854 granting state lands to aid in railroad construction, there were widespread and insistent appeals from counties and cities along projected routes of several important railroads, then building or preparing to do so, for authority to issue bonds to assure the building of roads through their communities. In 1871, the legislature yielded to these appeals and authorized any city or county to hold elections on the question of issuing bonds to be donated to railroads. The railroads made use of this law, by threatening to bypass localities which refused them aid, and thereby secured greater contributions than they would have secured otherwise.

The Democrats, upon regaining control of the state government in 1874, immediately repealed the law, and also incorporated in the constitution this prohibition against the legislature from authorizing any county, city or town to lend its credit or grant public money to any individual association or corporation, or to become a stockholder in such association or corporation.

By 1904, Texans were awakened to the fact that unless extensive water conservation measures were undertaken, the state could not grow in populace or in industry. But the constitution recognized only three entities which could collect taxes and expend public money, namely, the state, counties, and cities and towns, and all of these were so severely limited in the rate of tax they could levy that large scale permanent improvements such as water conservation projects, or a wide-spread road construction program were out of the question.

Therefore Art. 3, Sec. 52 was amended adding to the state's taxing units "districts" which could be established for permanent improvements including conservation projects and road-building projects. These districts could issue bonds in an amount not exceeding 25% of the total assessed value of real property lying within the district, and could levy a tax at a rate sufficient to pay the principal and interest on such bonds.

By 1917, it was recognized that the 1904 amendment was too restrictive in its limitation as to the maximum amount of indebtedness which a district might create in order to accomplish water conservation or major road-building projects. Thus Art. 16, Sec. 59 was added to the constitution, allowing the creation of conservation and reclamation districts as governmental agencies with power to incur such debts as might be necessary. The limitation on indebtedness established by Art. 3, Sec. 52 was thus removed.

After the adoption of the 1917 amendment, the legislature passed the Canales Act (General Laws, 35th Leg., 4th called session--1918--pp. 40-43) which provided that any conservation or reclamation district which had been organized under the authority of Art. 3, Sec. 52 might by a prescribed procedure avail itself of the benefits of the new amendment which removed former limitations on indebtedness.

#### [Notes of Decisions \(339\)](#)

Vernon's Ann. Texas Const. Art. 3, § 52, TX CONST Art. 3, § 52

Current through the end of the 2023 Regular, Second, Third and Fourth Called Sessions of the 88th Legislature, and the Nov. 7, 2023 general election.

**TAB 7**

Vernon's Texas Statutes and Codes Annotated  
Constitution of the State of Texas 1876 (Refs & Annos)  
Article III. Legislative Department  
Requirements and Limitations

Vernon's Ann.Texas Const. Art. 3, § 52-a

§ 52-a. Programs and loans or grants of public money for economic development

Effective: November 23, 2005

[Currentness](#)

Notwithstanding any other provision of this constitution, the legislature may provide for the creation of programs and the making of loans and grants of public money, other than money otherwise dedicated by this constitution to use for a different purpose, for the public purposes of development and diversification of the economy of the state, the elimination of unemployment or underemployment in the state, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the state. Any bonds or other obligations of a county, municipality, or other political subdivision of the state that are issued for the purpose of making loans or grants in connection with a program authorized by the legislature under this section and that are payable from ad valorem taxes must be approved by a vote of the majority of the registered voters of the county, municipality, or political subdivision voting on the issue. A program created or a loan or grant made as provided by this section that is not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the political subdivision does not constitute or create a debt for the purpose of any provision of this constitution. An enabling law enacted by the legislature in anticipation of the adoption of this amendment is not void because of its anticipatory character.

#### **Credits**

Adopted Nov. 3, 1987. Amended Nov. 8, 2005, eff. Nov. 23, 2005.

#### [Notes of Decisions \(9\)](#)

Vernon's Ann. Texas Const. Art. 3, § 52-a, TX CONST Art. 3, § 52-a

Current through the end of the 2023 Regular, Second, Third and Fourth Called Sessions of the 88th Legislature, and the Nov. 7, 2023 general election.

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TAB 8

# IN THE SUPREME COURT OF TEXAS

No. 21-0720

IN RE GREG ABBOTT, IN HIS OFFICIAL CAPACITY AS GOVERNOR OF THE  
STATE OF TEXAS

ON PETITION FOR WRIT OF MANDAMUS

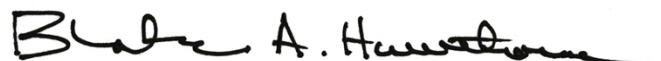
## ORDERED:

1. Relator's emergency motion for temporary relief, filed August 23, 2021, is granted. The order on Appellees' Rule 29.3 Emergency Motion for Temporary Order to Maintain Temporary Injunction in Effect Pending Disposition of Interlocutory Appeal, filed August 17, 2021, in Cause No. 04-21-00342-CV, styled *Greg Abbott, in his official capacity as Governor of Texas v. City of San Antonio and County of Bexar*, in the Court of Appeals for the Fourth Judicial District, dated August 19, 2021, is stayed pending further order of this Court.

2. As we previously held in staying the trial court's temporary restraining order in the underlying case, the court of appeals' order alters the status quo preceding this controversy, and its effect is therefore stayed pending that court's decision on the merits of the appeal. *See In re Newton*, 146 S.W.3d 648, 651 (Tex. 2004). This case, and others like it, are not about whether people should wear masks or whether the government should make them do it. Rather, these cases ask courts to determine which government officials have the legal authority to decide what the government's position on such questions will be. The status quo, for many months, has been gubernatorial oversight of such decisions at both the state and local levels. That status quo should remain in place while the court of appeals, and potentially this Court, examine the parties' merits arguments to determine whether plaintiffs have demonstrated a probable right to the relief sought.

3. The petition for writ of mandamus remains pending before this Court.

Done at the City of Austin, this Thursday, August 26, 2021.

A handwritten signature in black ink, reading "Blake A. Hawthorne". The signature is written in a cursive style with a long horizontal flourish at the end.

BLAKE A. HAWTHORNE, CLERK  
SUPREME COURT OF TEXAS

BY CLAUDIA JENKS, CHIEF DEPUTY CLERK

# TAB 9



THE  
LAWS OF TEXAS

1822-1897

*Austin's Colonization Law and Contract; Mexican Constitution of 1824; Federal Colonization Law; Colonization Laws of Coahuila and Texas; Colonization Law of State of Tamaulipas; Fredonian Declaration of Independence; Laws and Decrees, with Constitution of Coahuila and Texas; San Felipe Convention; Journals of the Consultation; Proceedings of the General Council; Goliad Declaration of Independence; Journals of the Convention at Washington; Ordinances and Decrees of the Consultation; Declaration of Independence; Constitution of the Republic; Laws, General and Special, of the Republic; Annexation Resolution of the United States; Ratification of the same by Texas; Constitution of the United States; Constitutions of the State of Texas, with all the Laws, General and Special, passed thereunder, including Ordinances, Decrees, and Resolutions, with the Constitution of the Confederate States and the Reconstruction Acts of Congress.*

COMPILED AND ARRANGED BY  
H. P. N. GAMMEL  
OF AUSTIN.

WITH AN INTRODUCTION BY C. W. RAINES.

VOLUME VIII.

40564

AUSTIN:  
THE GAMMEL BOOK COMPANY.  
1898

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# GENERAL LAWS

OF

# THE STATE OF TEXAS

PASSED AT THE

SESSION OF THE FIFTEENTH LEGISLATURE

BEGUN AND HELD

AT THE CITY OF AUSTIN

APRIL 18<sup>TH</sup>, 1876

---

BY AUTHORITY.

---

GALVESTON  
1876



failed to issue a patent to the parties making such payment, shall be refunded to such party or parties, upon application, as hereinafter provided.

Sec. 2. It shall be the duty of the Commissioner of the General Land Office, upon application to him, made by any party or parties claiming to have made payments under the said supplemental act of November 28, 1857, and failed to receive patents to the land for which such payment was made, to investigate such claim, and when it shall appear that such claim is just, and that the money paid into the office of Commissioner of the General Land Office has not been refunded to the party or parties making such payment, and that the State of Texas is therefore justly indebted to the party or parties making such payments, he, the Commissioner of the General Land Office, shall issue to the party making application, or his legal representatives, an official certificate, showing the amount of money so paid and date of payment.

Sec. 3. Upon presentation to the Comptroller of Public Accounts of such certificate from the Commissioner of the General Land Office, properly authenticated, it shall be his duty to draw his warrant upon the State Treasurer, in favor of the party holding such certificate, for the whole amount originally paid into the General Land Office, as shown by the certificate of the Commissioner thereof, with interest thereon at the rate of eight per cent. per annum from the date of the original payment into the Land Office to the date of the said warrant on the State Treasurer. The sum of two hundred dollars, or so much thereof as may be required, is hereby appropriated out of any money in the Treasury not otherwise appropriated, to carry out the provisions of this act.

Sec. 4. In order that immediate relief may be granted under the provisions of this act in cases of extreme destitution and want, this act shall take effect from and after its passage.

Approved July 19, 1876.

Takes effect from its passage.

#### CHAPTER LV.—An Act to organize Commissioners' Courts, and to define their jurisdiction and duties, and provide for vacancies therein.

Section 1. Be it enacted by the Legislature of the State of Texas, That there shall be organized in each county in this State an inferior court, to be styled "The Commissioners' Court," which shall be composed of the County Judge and four County Commissioners.

Sec. 2. The County Judge shall be the presiding officer of said court, and shall be elected at each general election held for State and county officers, and shall hold his office for two years, or until his successor shall be appointed or elected and qualified.

Sec. 3. In each Commissioner's precinct there shall be elected at each general election, one County Commissioner, who shall hold his office for two years, or until his successor is qualified.

Sec. 4. The said courts shall have power, and it shall be their duty: 1st. To lay off their respective counties into precincts, not less than four nor more than eight, for the election of Justices of the Peace and Constables, and shall fix the times and places of holding the various Justices' Courts in their counties, and to establish places in such precincts where elections shall be held. 2nd. To establish public ferries whenever the public interest may require. 3rd. To lay out and establish, change and discontinue public roads and highways. 4th. To



build bridges. 5th. To apportion hands and appoint road overseers. 6th. To exercise general control and superintend over all roads, ferries, highways and bridges in their counties. 7th. To provide court-houses, jails, and all necessary public buildings. 8th. To allow and settle all county accounts and direct their payment. 9th. To provide for the support of paupers, and such idiots and lunatics as cannot be admitted into the Lunatic Asylum, residents of their county, who are unable to support themselves. 10th. To provide for the burial of paupers. 11th. And said courts shall have and exercise such other powers and jurisdiction as is now or may be hereafter prescribed by the Constitution and laws of this State.

Sec. 5. The said courts shall have power to levy and collect a tax for county purposes, upon all subjects of taxation in their respective counties on which a tax may be levied by the State, but shall not levy more than one-half of the State tax in their respective counties for any one year for county purposes, except for the payment of debts already incurred, and for the erection and repair of public buildings, under such limitations and with such restrictions as may be prescribed by law and the Constitution of this State; provided, that no tax levied for the purpose of paying debts incurred prior to the eighteenth day of April, A. D. 1876, shall exceed two and a half mills on the dollar; and no tax levied for the erection of public buildings shall exceed two and a half mills on the dollar for any one year.

Sec. 6. That said courts shall examine and adjust the accounts and books of the County Treasurer, and shall, quarterly, make up and cause a detailed statement of receipts, expenditures and debts of their respective counties to be posted up in some conspicuous place in the office of the County Clerk; provided, that said court shall, at the end of each year, make out a statement for the year of the receipts, expenditures and debts of their respective counties, and cause the same to be published in some newspaper printed in the county, if there be one; and if not, then to be posted in said Clerk's office as aforesaid, and at three other public places in the county.

Sec. 7. Each Commissioners' Court of this State shall have a seal, whereon shall be engraved a star with five points, the words "Commissioners' Court, \_\_\_\_\_ county, Texas," (the blank to be filled with the name of the county), which seal shall be kept in the County Clerk's office, and shall be used in the authentication of all official acts of said court, or of the Clerk of said court, or of the presiding officer, in all cases where a seal may be necessary for the authentication of any of said acts.

Sec. 8. The several County Clerks of the respective counties of this State shall be ex-officio Clerks of the several Commissioners' Courts; and it shall be their duty to attend upon each term of the said courts; to preserve and keep in their possession all books, papers, records and effects belonging to said courts; to issue all notices, writs and process necessary for the proper execution of the powers and duties imposed upon such courts; and shall perform all such duties as may be prescribed by law; provided, that the duties herein provided for shall be performed by the District Clerks in those counties where no County Clerks have been elected, or where, by law, a single Clerk performs the duties of both District and County Clerk.

Sec. 9. Each County Commissioners' Court shall have full power and authority to issue all such notices, citations, writs and process as may



be necessary for the proper execution of the powers and duties imposed upon such courts, and to enforce its jurisdiction; and all notices, citations, writs and process issued by said courts shall be dated and signed by the Clerk, and when not otherwise directed by law, shall be executed at least five days before the return day thereof, which shall be specified in the same; provided, however, that subpoenas for witnesses, whenever necessary, may be executed and returned forthwith; and all such notices, citations and writs, other than subpoenas for witnesses, shall have the seal of such court impressed thereon, and may be directed to any lawful officer of the State, whose duty it shall be to execute and return the same.

Sec. 10. The Commissioners' Court shall have like power to punish contempts as the District and County Courts have, or may have, by law; provided, that said punishment shall be by fine or imprisonment, and in no case by fine exceeding twenty-five dollars, or by imprisonment beyond twenty-four hours; and in case of fine, the party to be held in custody until said fine be paid.

Sec. 11. The Commissioners' Court shall cause to be procured and kept in the Clerk's office suitable books, in which shall be recorded the proceedings of each term of the Court, which record shall be read over and signed by the County Judge, or the member of the Court presiding, at the end of each term, and attested by the Clerk. The Clerks shall also record all the proceedings of said Courts authorized to take place in the vacation between the terms; and such records so made in vacation shall be read over and signed on the first day of the proper court next after such proceeding took place.

Sec. 12. Any three members of the Commissioners' Court, including the County Judge, shall constitute a quorum; provided, however, that no county tax shall be levied unless at some one of the regular terms, and when a full court is present.

Sec. 13. The regular terms of the Commissioners' Courts shall commence and be held at the court-house of their respective counties of this State, on the second Monday in February, May, August and November in every year, and may continue in session one week. Special terms of said courts may be called by the County Judge, or any three of the Commissioners, and may continue in session until the business is disposed of; provided, that at the called session of said courts the said Commissioners shall not receive pay for more than four days' service; and provided, the members of said Commissioners' Courts shall not receive pay for more than one called session for any one month.

Sec. 14. The County Judges and County Commissioners shall each receive the sum of three dollars per day for every day that they may be necessarily engaged in attendance on any regular term of said court, and the same amount for any special term, except as prescribed in the preceding section, to be paid out of the county treasury, upon the order of said court.

Sec. 15. All books, records, papers and effects belonging to the State Police Courts of the different counties of this State shall be transferred to the Commissioners' Courts established by this act; and the said Commissioners' Courts shall have and exercise all the powers conferred by law on County Courts as heretofore existing, which are not herein enumerated, and which are not in conflict with the provisions of this act.

Sec. 16. Neither the County Judges nor any of the Commissioners shall enter upon the duties of their offices until they shall have first



taken the oath of office prescribed by the Constitution, and shall also take an oath that they will not be directly or indirectly interested in any contract with a claim against the county in which they reside, except such warrants as may issue to them as fees of office, before some officer authorized to administer oaths; which oaths, together with the certificate of the officer who administered the same, shall be filed and recorded in the County Clerk's office, in a book to be provided for that purpose.

Sec. 17. In all cases where by law it shall be the duty of the Commissioners' Court to approve the bond of any of the officers of their several counties, it shall be their duty, whenever they shall become satisfied that said bonds, from any cause, are insufficient, to require new bonds or additional security to be given, as the case may require; and said court shall cause the officer whose bond is complained of to be cited to appear at a term of their court, not less than five days after service of said citation; and if any citizen shall be dissatisfied with the action of the Court approving the bond of any officer, or if any citizen or officer shall be dissatisfied with the action of the Court in the matter of requiring a new bond or additional security, as herein provided, an appeal may be made from the decision of said Commissioners' Court to the District Judge of the county, whose decision shall be final; and when said appeal is taken by a citizen, written notice shall be served upon the officer interested within ten days after the order of the court on said bond.

Sec. 18. In cases of vacancy, other than County Judge, in any of said Commissioners' Courts, from any cause, it shall be the duty of the District Judge in which such county is situated, upon satisfactory information of such vacancy, to appoint some suitable person living in the precinct where such vacancy occurs, to serve as Commissioner for said precinct until the next general election.

Sec. 19. As public policy demands immediate organization of Commissioners' Courts in this State, and as these courts have now no rules of law defining their duties and powers; therefore, an imperative public necessity exists for the immediate passage of this act, and the same shall take effect and be in force from and after its passage.

Sec. 20. That whenever a vacancy occurs in any Justice's precinct for Justice of the Peace or Constable, or when it becomes necessary to create a new precinct, in either case it shall be the duty of the County Commissioners' Court to fill the same by appointment until the next general election.

Sec. 21. In case there is a regular established public hospital in the county, it shall be the duty of the County Commissioners to provide for the indigent sick in their county by sending such sick persons to a hospital; and when more than one public hospital exists in the county, indigent patients shall have the right to enter any such institution which such indigent patient may select.

Sec. 22. That all laws and parts of laws in conflict with this act be and the same are hereby repealed.

Approved July 22, 1876.

Takes effect from its passage.

## Automated Certificate of eService

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Status as of 4/29/2024 3:52 PM CST

Associated Case Party: Office of the Attorney General

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