



REQUEST FOR PROPOSAL

RFP-050421
Compliance Program Consultant
Office of Compliance
May 4, 2021

PROPOSAL SUBMISSION:	REFER INQUIRIES TO:
<p>Procurement Department Southwest Key Programs 6002 Jain Lane Austin, Texas 78721 OperationsProcurement@swkey.org</p>	<p>Frank Garlitz Procurement Manager OperationsProcurement@swkey.org</p>

PROPOSALS ARE DUE: May 21, 2021 by 5:00 p.m. CT

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1 INTRODUCTION AND PURPOSE

1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

It is the intent of Southwest Key Programs (SWK) to solicit proposals for an entity to re-design, expand, and implement a centralized Compliance Plan and sustainable Compliance and Ethics Program.

1.2 BACKGROUND INFORMATION

SWK is a national nonprofit organization that exists to create opportunities and improve the quality of life for thousands of youth and families each day by providing safe shelter, alternatives to incarceration, career development and quality education. This is done through four areas of programming: Immigrant Children's Shelters, Youth and Family Services and Workforce Solutions.

1.3 CONTRACT TERM/OPTION TO EXTEND

The term of any contract resulting from this RFP shall be from contract award until on or around December 1, 2021. SWK, at its own discretion, may extend any contract awarded pursuant to this RFP for up to one (1) additional fiscal year under the same or different terms subject to appropriation of funds by SWK funding sources for this project.

1.4 BUDGET

It is anticipated that one (1) contract will be awarded as a result of this RFP. Proposals must include a detailed budget in accordance with the requirements of Section 3.5 of this RFP.

1.5 PROJECT REQUIREMENTS AND DELIVERABLES

1.5.1 Project Overview

Southwest Key Programs (SWK) is seeking an experienced firm to re-design, expand, and implement a centralized Compliance Plan and sustainable Compliance and Ethics Program for Southwest Key. The launch of the re-design project must first prioritize the drafting and recruitment of Compliance roles, in order to continue with the full scope of the project, as indicated below. The model will be built as a functional program that is easily and fully transferred operationally to SWK for long-term sustainability. The purpose of the Compliance and Ethics Program is to be emblematic of the agency's culture of integrity, supporting SWK's values and strategic objectives. The comprehensive program will include systems to deconstruct any existing silos to centralize and strengthen the SWK compliance functions, including risk management, advanced compliance training and communication, investigations and discipline, measuring and reporting, policies and procedures, and other applicable methods and support as detailed in this Statement of Work. Infrastructure must align with the Federal Sentencing Guidelines as promulgated by the Department of Justice.

1.5.2 Project Goals

- Define Program Mandate: establish scope of Compliance program with goals, objectives, and activities.
- Mitigate and Monitor Risks: strengthen the current monitoring method to define and identify in real-time high-risk priorities and systematized approach to mitigate risks.
- Establish Policies and Procedures: offer approach to assess current state of policies and procedures and leverage for increased organizational compliance.

- Provide oversight of Allegations of Misconduct: discuss framework for reporting channels, employee reports, and internal investigation procedures.
- Provide Training and Communications: offer vision for training and communication to increase knowledge and behavior to strengthen compliance culture at SWK.
- Reinforce Behavioral Expectations: establish improved metrics system, compliance campaign, and revamp of disciplinary action procedures.
- Manage the Function: define critical staffing roles and responsibilities for a strong compliance program, with oversight functions including metrics, reporting, budget management, and cross-functional partnerships.

1.5.3 Scope of Work

Define Program Mandate:

- Conduct Needs Assessment for Legal and Compliance areas of highest risk. Conduct current state analysis of compliance functions to identify priority areas for improvement.
- Determine Program Scope and objective: Write Compliance Program Description. Define Compliance program mandate, establish program goals for 1-3 years. Define stakeholder roles, including how compliance function compares, contrasts, and collaborates with agency's internal audit, quality, legal, and human resources function.
- Set Functional Strategy: facilitate corporate compliance strategic planning in conjunction with executive leadership to define goals, day-to-day responsibilities, and setting measures to track improvements over time.
- Build Organizational Support: assemble key resources and organize initiatives to establish Compliance program legitimacy and authority. Outline potential areas of collaboration and conflict with team members and other key stakeholders. Build partnerships to continue cross-functional efforts. Build Compliance Program Brand as a critical partner (not a "police" or "gotcha" function). Focus on short-term initiatives and activities throughout the organization.

Mitigate and Monitor Risks:

- Assessment: Survey internal stakeholders to identify critical legal and compliance risks that compromise success at SWK.
- Test and Audit Compliance: establish method for compliance program to test the existence and efficacy of policies and procedures and controls.
- Manage Third-Party Risk: establish method to assess, mitigate, and monitor third-party compliance risk exposure.
- Provide Complete Compliance: ensure all SWK compliance requirements are met, including those related to corporate compliance, shelter compliance, and the mandates of emergency shelters.

Establish Policies and Procedures:

- Maintain Code of Conduct to establish foundational framework for all compliance and ethics policies.
- Strengthen Policy Governance: update system to establish policy ownership and track updates to policies and procedures on an ongoing basis.
- Design Policies and Procedures: make system enhancements to develop content and effective communication channels for implementing policies and procedures.
- Embed Policies and Procedures into Operations: build controls to drive behavior change to align to policies.

Oversee Allegations of Misconduct:

- Reporting Channels: establish effective lines of reporting and promote their effective use.
- Employee Reports: create process for intake of employee reports and triage for internal investigation.
- Internal Investigation: update and centralize formal process for categorizing and conducting internal investigations.

Provide Training and Communications:

- Training Curriculum: design how the program cohorts employees for training and determines the

appropriate requirements for each cohort.

- Training Content and Design: create effective compliance training materials and communication strategy to influence employee behavior and integrate ethical decision making into day-to-day operations.
- Measure Training Effectiveness: establish methods to measure training effectiveness.
- Training Delivery: determine the appropriate cadence and delivery channel for training messages.
- Develop and Deliver Communications: create key messages for employee-facing communications and establish appropriate cadence and channels for communications.

Reinforce Behavioral Expectations:

- Measurement: establish how the program defines, tracks, and assesses employee perceptions of ethics and integrity across the organization.
- Promote a Culture of Integrity: create a campaign and ongoing methods to communicate and reinforce the importance of a culture of ethics and integrity across the organization.
- Establish Incentives and Disciplinary Measures: propose incentive program and updated, standardized system for disciplinary actions.

Manage the Function:

- Select and Manage Service Providers: standardize how the compliance program assesses, selects, and manages providers of compliance-related services and technology. Help SWK select Compliance software to support risk management, policy and procedure management, data collection and reporting needs.
- Manage Talent: propose and define staff roles, responsibilities, and competencies for Compliance Team. Create development plans for Compliance Team, by role.
- Budget: outline standard budget short and long-term Compliance Program operations.
- Partner with Key Stakeholders: document strategies for engaging internal and functional partnerships for long-term success with the Compliance Program.
- Measure and Report Program Effectiveness: create methodology to engage data analytics to define and evaluate the effectiveness of the program and communicate information to stakeholders.
- Post-Implementation Technical Support: provide at least a ninety-day technical assistance window after project handoff to address all questions and/or issues once SWK assumes the functions.

2 GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

2.1 PROPOSAL SUBMISSION, DATE, AND TIME

WITHOUT EXCEPTION – PROPOSALS MUST BE RECEIVED ON OR BEFORE:

May 21, 2021 5:00 p.m. CT

Proposals must be submitted via email by the proposer's point-of-contact and referencing RFP number. **REQUESTS RECEIVED AFTER THE DUE DATE WILL BE DISQUALIFIED.**

2.2 EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES

DATE	EVENT
May 4, 2021	Publication of Request for Proposals
May 11, 2021	Last Day to submit written questions about the RFP to SWK Procurement Department (via email; OperationsProcurement@swkey.org), no later than 5:00pm CT.
May 21, 2021	Proposal is due in the Procurement Department (via email; OperationsProcurement@swkey.org) before 2:00pm CT.
May 24, 2021	Evaluation process, oral presentations, and/or negotiations.
June 1, 2021	Beginning date of contract and commencement of work.
December 1, 2021	Ending date of contract and final products submitted to SWK with final billing.

2.3 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

Any person wishing to obtain clarifying information about this Request for Proposal may contact:

Frank Garlitz
Procurement Manager

OperationsProcurement@swkey.org

(Written documentation of all contractor interaction is required.)

2.3.1 Requests for Additional Information

In order to ensure that no prospective proposer may obtain a competitive advantage because of acquisition of information unknown to other prospective proposers, any additional information, that is different from or in addition to, information provided in the RFP will be provided only in response to written inquiries. Copies of all such inquiries and the written answers will be posted as an addendum to the Request for Proposal. **NO PHONE INQUIRIES WILL BE ACCEPTED.**

2.4 NOTICE OF INTENT TO SUBMIT

Proposers intending to submit a proposal are encouraged (but not required) to provide a written letter of intent. See Attachment A.

2.5 STANDARD PROPOSAL REQUIREMENTS

A. Proposals that address only part of the requirements contained in this RFP may be considered

non-responsive.

- B. Southwest Key Programs reserves the right to:
 - a. reject any and all proposals.
 - b. negotiate portions thereof including the submitted cost proposals/budget.
 - c. select the proposal based on the best value to the company. The Proposer shall furnish additional information that the evaluation team may require in order to complete the evaluation of the proposals submitted. Failure to provide the requested material or information may disqualify the proposal.
 - d. cancel or re-issue the RFP at any time.
 - e. request and record and/or videotape all Webinars, Web demos, conference calls, demos or other communications relative to this RFP.
- C. The Proposer must work with SWK staff to clarify the design of the materials, project design, project activities, and/or other products, and modify these items if necessary.
- D. Proposals must be valid for 180 days after the proposal date.
- E. Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.6 NON-DISCLOSURE AGREEMENTS

Proposer must sign non-disclosure agreements upon award and execution of a contract. All information and data furnished to the Proposer by SWK, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to SWK. Any oral or written disclosure to unauthorized individuals is prohibited and can be grounds for proposal dismissal.

2.7 NOT RESPONSIBLE FOR PREPARATION COSTS

Southwest Key Programs is not responsible for any costs incurred in the preparation and submittal of a proposal.

2.8 DISCLOSURE OF PROPOSAL CONTENT

Proposals are subject to the Freedom of Information Act (FOIA) at 5 U.S.C. 552. Pursuant to **2CFR200 §200.315**, respondents may protect trade secret and confidential information from public release. If the respondent asserts that information provided in the proposal is trade secrets or other confidential information, it must be clearly marked. Such information must be in boldface type and include the words "confidential" or "trade secret" at top of the page.

2.9 CONFLICT OF INTERESTS

A proposer will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, proposer's response to this RFP must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to the submission of a proposal from proposer and its proposed subcontractors, possible selection as successful proposer, or its performance of the contract.

For purposes of this RFP, "personal relationship" is defined as a current or past connection other than a clearly contractual, business, financial, or similar relationship and includes family relationships or other connections outside simply providing a response to this RFP. These connections must be disclosed if a reasonable person could expect the connection to diminish proposer's independence of judgment or effectiveness in the performance of proposer's responsibilities to Southwest Key Programs under the contract. Connections also fall within this definition if a reasonable person could expect the connection,

within the overall context of proposer's submission of a proposal, possible selection as successful proposer, or its performance of the contract, to create an issue for the company's consideration relative to a potential appearance of impropriety or conflict of interest.

If the circumstances certified by the proposer change or additional information are obtained subsequent to submission of proposals, by submitting a response proposer agrees that it is under a continuing duty to supplement its response under this provision and that the duty to disclosure of any conflicts of interest is an ongoing obligation throughout the term of the contract. Proposer shall submit updated information as soon as reasonably possible upon learning of any change to their affirmation. Report conflicts of interest to:

Efren Garcia
SWK General Counsel
Legal @swkey.org
512-462-2181

3 PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL FORMAT AND CONTENT

Proposals must be submitted in an electronic format (i.e., Word, PDF) and include the sections referenced in section 3. A transmittal letter must accompany the proposal and include the following details:

- a) Proposer's commitment to perform the implementation of the work within the project schedule.
- b) Brief executive summary of the proposal contents
- c) Statement that the signatory of the transmittal letter has the authority to bind the proposer. Include name, title, and contact information.

3.1.1 Proposal Cover Page

Proposals should include a cover page, which clearly states the name of the firm or organization, local business address, and the name, position, and telephone number of the Proposer's Project Administrator who may be contacted regarding the proposal. See Attachment B.

3.1.2 Table of Contents

Present a clear and comprehensive identification of the contents of your proposal by section and by page number.

3.1.3 Response Checklist

This checklist is to assist Proposers in ensuring that all information is included in their response. Proposers must refer to the appropriate section of the RFP for detailed information on the following:

Notice of Intent to Submit a Proposal	Attachment A
Transmittal Letter	Section 3.1
RFP Cover Page	Section 3.1.1/Attachment B
Table of Contents	Section 3.1.2
Understanding of the Project and Methodology	Section 3.2
Management Plan	Section 3.3
Task Activity Plan	Section 3.4
Cost Proposal	Section 3.5
Proposer's Profile and Financial Responsibility	Section 3.5/ Attachment C & D

3.2 UNDERSTANDING OF THE PROJECT AND METHODOLOGY

Eligible respondents are firms with demonstrated success spanning at least ten years in implementing Compliance and Ethics Programs for large-scale corporations. Must be able to engage a robust and diverse network of Subject Matter Experts to match efficiently and effectively to Southwest Key compliance function needs. The ideal candidate has successfully completed compliance-related work for entities regulated by State and Federal requirements.

3.3 MANAGEMENT PLAN FOR THE PROJECT

Proposer is responsible for describing the practices intended for the management of the project in the submitted proposal and/or project plan. Staff authorized to make representations on behalf of the proposer's company include Subject Matter Experts only.

3.4 TASK ACTIVITY PLAN

Proposer must plan for a project starting date of no earlier than June 1, 2021, and an ending date of December 1, 2021 if selected as the contractor. The proposer must submit a task/activity plan specifying to the degree possible the tasks and activities which are to be undertaken. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. Failure to meet this condition shall result in disqualification of proposal and the proposal shall receive no further consideration.

3.5 COST PROPOSAL

The Proposer must submit a budget detailing costs necessary to accomplish the project objectives and activities outlined in a task/activity plan and should provide a fixed cost for the entire project. It is recommended that budget detail be submitted in Excel compatible or Excel format.

3.6 PROPOSER'S PROFILE AND FINANCIAL RESPONSIBILITY

Proposer must submit a company profile detailing the following (Attachment C):

- a) Basic organizational information, such as, size of organization, how long in business, public or private entity, etc.
- b) Location of offices
- c) Describe the range of services provided
- d) List of similar customers

Proposer must submit a summary of its qualifications (not to exceed three (3) pages). The summary should include details about the proposer's expertise in the area of creating and managing effective Compliance Programs, completing work for a large not for profit, and other items as detailed in section 3.2 of this RFP.

Proposer must submit at least three (3) references where the proposer provided similar services (Attachment D).

Proposer may be required to submit indicators of financial stability prior to award. Examples of requested documentation:

- Most recent audited financial statements or certified public accountant compiled financial report.
- Articles of organization and/or documents of incorporation

4 REVIEW OF PROPOSALS

4.1 REVIEW OF PROPOSALS

Review of proposals will begin as soon as practical after receipt. The three (3) proposers with the most points during the first round of selection will be asked to participate in oral presentations of proposals. Proposals will be rated again following oral presentations. The evaluation team shall consist of SWK staff knowledgeable in the content area. The recommendations of the review panel will be assembled and presented to senior executive staff who will:

1. Approve the proposal in whole or in part;
2. Disapprove the proposal; or
3. Defer action on the proposal for such reasons as a requirement for further evaluation.

SWK may not disclose any information until a contract is executed by both parties. Additional copies of proposals not selected for funding will be destroyed in accordance with an approved records retention policy.

4.2 SELECTION CRITERIA

Proposals will be selected based on the ability of each proposer to carry out all of the requirements contained in this RFP. A proposer who is in default or otherwise not in good standing under any other current or prior contract with SWK at the time of selection will not be eligible for award of this contract. SWK will base its selection, among other things, demonstrated competence, qualifications of the proposer, past contractor performance, and the proposed budget/cost. Following are the criteria and the total number of points of each portion of the RFP that will be applied in selecting a contractor.

SELECTION CRITERIA FOR SERVICES	POSSIBLE POINTS
A. Respondent's ability to provide a level of service sufficient to meet SWK's needs as stated in the Scope of Services	50
B. Price, completeness, content, and experience with similar projects and accessibility	20
C. Extent and success of previous work Respondent has provided to organizations similar in size to SWK	15
D. The proposal itself as an example of Respondent's work product	10
E. Project Experience – validation of Respondent's reference checks	5
Total	100

4.3 DISCRIMINATION

SWK assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. SWK further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.

4.4 BEST AND FINAL OFFER

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, SWK may permit a bidder to revise its proposal in order to obtain a best and final offer (BAFO). SWK will provide each bidder within the competitive range with an equal opportunity for discussion and revision of their proposal, and a bidder may elect not to amend their original proposal. SWK is not bound to accept the best-priced proposal if that proposal is not the most advantageous to SWK as determined by the evaluation team.

5 CONTRACTUAL REQUIREMENTS

5.1 CONTRACTOR'S PROPOSAL

The selected proposal(s) will be incorporated into the contract prepared by SWK for signature by the contracting parties.

5.2 PROJECT REVIEW REQUIREMENT

SWK reserves the right to review any materials, and/or products developed or adapted by the Contractor. Upon completion of the contract period, all documents will be returned to SWK or destroyed accordingly. All documents created at any time during the contract period belong to SWK. A designated SWK staff (i.e., project manager) will establish procedures for communicating phase out and transition of the deliverable(s).

5.3 PAYMENT

Payments are made in accordance with SWK policy and procedure. Payment is only by reimbursement upon satisfactory performance of services. Payment is contingent upon submission of properly prepared and certified invoices. The information provided on each detailed status report must coincide with the tasks outlined in the approved budget, as negotiated by SWK.

6 APPENDIX

ATTACHMENT A – NOTICE OF INTENT TO SUBMIT A PROPOSAL

ATTACHMENT B – COVER PAGE SUGGESTED FORMAT FOR PROPOSAL

ATTACHMENT C – PROPOSER COMPANY PROFILE FORM

ATTACHMENT D – PROPOSER REFERENCES FORM

ATTACHMENT E – GENERAL TERMS AND CONDITIONS

NOTICE OF INTENT TO SUBMIT A PROPOSAL

RFP # _____

Project Title: _____

The undersigned organization hereby files a notice of intent to submit a proposal:

Name of Organization:	
Mailing Address:	
Contact Person:	
E-Mail:	
Phone Number:	
FAX:	

- Filing of this notice is not mandatory; however, it will assist Southwest Key Programs in anticipating the volume of proposals in order to better expedite the review process and finalize contract awards.
- Filing this notice in no way binds the organization to submit a proposal for this RFP.
- Proposers who do not file this notice are still eligible to submit a proposal.

PLEASE SUBMIT THIS NOTICE BY E-MAIL AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFP, BUT NOT LATER THAN, _____ TO:

Southwest Key Programs
Procurement Department
OperationsProcurement@swkey.org

PROJECT PROPOSAL
Submitted to
Southwest Key Programs
Procurement Department

RFP #: _____

TITLE OF PROPOSED PROJECT: Provide name of project as indicated on the RFP.

PROPOSER ORGANIZATION: Name and address of organization submitting proposal (include zip code)

PROPOSER ORGANIZATION IDENTIFICATION NUMBER: Show Proposer organization Federal Employer's Identification Number

PROPOSAL DEVELOPED BY: Name, position, email, and telephone number of the person responsible for development of proposal

PROJECT ADMINISTRATOR: Name, position, email, and telephone number of the person to oversee the proposed project

PROPOSAL TRANSMITTED BY: Name, position, email, and telephone number of official committing the Proposer organization to the proposed project

CONTRACTING OFFICER: Name, position, email, and telephone number of official with authority to negotiate contracts for Proposer organization

DURATION OF PROJECT: Beginning and ending dates of proposed project

TOTAL BUDGET FOR PROPOSED PROJECT: Total of projected expenditures listed in budget section

CONTAINS PROPRIETARY INFORMATION: Indicate yes/no if proposal being submitted contains proprietary information

DATE SUBMITTED: Date proposal is submitted to SWK

Company Profile

Company/Entity Name: _____

Address: _____

Telephone: _____

Email: _____

Website: _____

Taxpayer Identification #: _____

Contact Name: _____

Title: _____

Telephone: _____

Email: _____

Address the following:

- Basic organizational information, such as, size of organization, how long in business, public or private entity, etc.
- Location of offices
- Describe the range of services provided
- List of similar customers

(FORMAT FOR REFERENCE FORM)

REFERENCE FORM

Company or Entity Name: _____

Address: _____

Contact Name: _____

Telephone / Email: _____

Business Reference

Company or Entity: _____

Contact Name: _____

Contact Telephone or
Email: _____

Brief Description of Work: _____

Amount of Contract: _____

Contract Start / End Date: _____

Business Reference

Company or Entity: _____

Contact Name: _____

Contact Telephone or
Email: _____

Brief Description of Work: _____

Amount of Contract: _____

Contract Start / End Date: _____

Attachment E

General Terms and Conditions

The following terms and conditions shall govern this agreement, regardless of any contradictory provisions.

1. Services provided by Contractor; Compensation; Billing. Contractor hereby agrees to provide the services as stated in the Specific Terms and Conditions. In consideration for said services, Southwest Key hereby agrees to pay Contractor the rate outlined in the Specific Terms and Conditions of this agreement. Contractor shall complete and sign an invoice, mutually acceptable to both parties, which shall be delivered, within ten (10) days of completion of the work, to the address listed in the Specific Terms and Conditions.

2. Term and Termination. This agreement is effective as stated in the Specific Terms and Conditions. Additionally, this Agreement may be terminated immediately upon written notice by Southwest Key, with or without cause. Notice is considered given when properly addressed and hand delivered or mailed to the non-terminating party by mail or email with delivery confirmation. In the event this agreement is terminated before the term expires, Contractor shall submit a final invoice within thirty (30) days after the termination date, for work completed through the date of the termination. In such instances, Contractor shall be paid a reasonable amount, as determined by Southwest Key, for work completed through the date of the termination. Any notice of termination won't change or affect Contractor's requirement to meet agreed upon timelines or deadlines for deliverables due or scheduled to be delivered before the date of contract termination. If Southwest Key has provided Contractor with equipment or supplies, such equipment or supplies must be returned to Southwest Key within ten (10) days of termination; if equipment or supplies are not returned within this time, Southwest Key has the option to deduct the value of such equipment from a final invoice or to invoice Contractor for the value of such equipment at Southwest Key's discretion. All confidential information and data related to Southwest Key and/or Southwest Key clients must be returned or destroyed upon termination if requested by Southwest Key, though Contractor may maintain copies of client files if required by law or regulation.

3. Independent Contractor; Confidentiality; No Conflict of Interest. The parties hereby agree that Contractor shall act as an independent contractor and not as an employee of Southwest Key. Contractor shall have no claim against Southwest Key for vacation pay, sick leave, retirement benefits, Social Security benefits, workers compensation, disability benefits, unemployment benefits or any other benefits inuring to an employee of Southwest Key. Southwest Key shall have no control over the manner or methods by which Contractor performs the services agreed to herein. Contractor shall be wholly responsible for the payment of any taxes owed for the funds Contractor receives pursuant to this Agreement. Contractor recognizes and acknowledges that in the course of performing services required by this Agreement, Contractor will have access to, become acquainted with, and obtain information and knowledge relating to the business, condition, methods of operation and other aspects of Southwest Key, its affiliates and their customers, employees and suppliers, some of which information and knowledge is confidential and proprietary, and that Contractor could substantially detract from the value and business prospects of Southwest Key in the event, during the term of this Agreement or at any time thereafter, Contractor were to disclose to any person not related to Southwest Key or use such information and knowledge for the advantage of Contractor or other person. Accordingly, Contractor hereby agrees that Contractor will not disclose such information to any person, other than directors, officers, employees, accountants, lawyers, consultants, advisors, agents and representatives of, or other persons related to, Southwest Key, that such disclosure shall be made only on a "need to know" basis, and that this provision will survive termination of the contract. To the best of Contractor's knowledge, Contractor has not, within the past two (2) years, worked or volunteered on behalf of Southwest Key, any company related to Southwest Key, or any funder, competitor or vendor of Southwest Key. To the best of Contractor's knowledge, Contractor is not related to anyone who works for any company related to Southwest Key, serves on the board of directors of any company related to Southwest Key or volunteers for any company related to Southwest Key.

4. Entire Agreement; Waiver; Partial Invalidity; Ambiguities; Notices. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto and contains all of the covenants and agreements between the parties with respect to such contract. Southwest Key has the right to add to, modify or delete any provision of these General Terms and Conditions. Southwest Key shall notify Contractor of any material adverse change to these General Terms and Conditions by posting such modified General Terms and Conditions on its website. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. Any ambiguous language in this Agreement shall be interpreted as to its fair meaning, and not strictly for or against either party, regardless of whether either party drafted the Agreement. Any Notice required to be given pursuant to this Agreement shall be in writing and shall be sent by mail or email with delivery confirmation to the General Counsel of Southwest Key or to Contractor at the party and address identified in the Specific Terms and Conditions.

5. Governing Law; Laws; Indemnity; Limitation of Liability. This Agreement shall be governed by and in accordance with the laws of the State of Texas, and venue for any action or proceeding to enforce or interpret any provision of this Agreement shall be in Travis County, Texas. Contractor shall abide by all laws, statutes, regulations and ordinances in completing the terms of this Agreement. Subject to the payment provisions and limitations in Paragraph 2 and to the fullest extent allowed by law, Contractor agrees to waive any and all claims against Southwest Key, which might otherwise arise from work performed pursuant to this Agreement or that might otherwise arise from the Agreement. To the extent allowable by law, Contractor shall defend, indemnify and hold harmless Southwest Key, Southwest Key affiliates and their respective customers, officers, directors, employees and agents (the "Southwest Key Programs Indemnitees") from and against any claims, suits, actions, losses, damages, expenses or liabilities (including reasonable legal fees) brought against any Southwest Key Programs Indemnitees that may result by reason of (i) any death, bodily injury or property damaged based on Southwest Key's authorized use of any product supplied pursuant to this agreement; (ii) any negligence or intentional misconduct of Contractor, or its employees or permitted subcontractors, under the Agreement; or (iii) the inaccuracy of any warranty or representation made by the Contractor. Contractor shall indemnify, defend and hold harmless Southwest Key Programs Indemnitees from and against any demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) incurred by Southwest Key or the Southwest Key Programs Indemnitees related to any claim, action or cause of action for infringement or violation of any patent, trademark, service mark, trade secret, know-how or other Intellectual Property right, proprietary right or other property right by any person, entity or enterprise as a result of any act, omission, neglect or misconduct by Contractor or Southwest Key's authorized use of any service or product supplied pursuant to Agreement, regardless of

the fact that services or products may have been accepted by Southwest Key and Contractor may have received payment. If an injunction is issued affecting the services and/or products or Southwest Key's use of the services and/or products if Contractor determines that an injunction affecting the services and/or products or Southwest Key's use thereto is likely to issue, Contractor will promptly, at its expense, either (i) obtain the right to Southwest Key to use the services and/or products, (ii) replace or modify them with non-infringing services and/or products of equivalent functionality, or (iii) refund the amounts paid for the services and/or products and reimburse Southwest Key for all reasonable expenses for removal and replacement of the services and/or products. Contractor further agrees that Southwest Key's liability to Contractor or to any third party, for any damage or dispute arising from the performance of this Agreement shall not exceed the greater of the amount deemed reasonable solely by Southwest Key pursuant to Paragraph 2 or One Thousand Dollars (\$1,000.00). In no instance shall Southwest Key be liable to Contractor or any third party for any damage or dispute arising from the performance of this Agreement for an amount greater than what is expressly provided in this paragraph, and Contractor agrees to indemnify, waive, release, and hold Southwest Key harmless accordingly.

6. Insurance. Contractor agrees to purchase and maintain, at its own expense insurance to protect Contractor from workers' compensation claims or other employee benefit claims, employee liability claims, or claims for damages because of bodily injury, including death, and from claims for damages to property, which may arise out of or result from Contractor's operations under the Contract, whether such operations be by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. Contractor shall list Southwest Key as an additional insured for all required insurance, other than Worker's Compensation Insurance if not permitted by law, and shall provide Southwest Key with Contractor's Certificate of Insurance prior to beginning services. The immediately foregoing requirement applies to completed and ongoing work, and Contractor's failure to provide proof of additional insured status upon request shall be grounds for immediate termination of this Agreement. If Contractor is an entity other than a natural person providing services to or on behalf of Southwest Key, this insurance shall be written for no less than the following amounts: (1) commercial automobile insurance - \$1,000,000; (2) commercial general liability (including applicable following form umbrella insurance) - \$1,000,000; and (3) workers compensation insurance at Statutory limits and employer's liability insurance of \$1,000,000. If Contractor is a natural person providing services to or on behalf of Southwest Key that involve driving, Contractor's automobile insurance shall be written for no less than \$250,000, unless Contractor is transporting minors, in which case Contractor's automobile insurance shall be written for no less than \$1,000,000. Regardless of whether Contractor is a natural person or other entity, Contractor agrees to maintain professional liability insurance written for no less than \$1,000,000 if Contractor is providing services as any of the following: attorney, clinician, health care provider, instructor or other professional service as identified by Southwest Key. Regardless of whether Contractor is a natural person or other entity, if Contractor fails to maintain workers compensation insurance, Contractor agrees to a workers compensation waiver of liability to the full extent allowed by law and shall sign any documents requested to formally document such waiver during and up to five years after the valid term of this Agreement. Contractor agrees to maintain all of the foregoing insurance requirements for at least three years following the completion of services or operations covered by this Agreement. Further, Contractor hereby waives all rights to subrogation in favor of Southwest Key and all relevant insurance policies shall be endorsed to reflect such waiver.

7. Nonassignability; Standard of Care; Licensure; Certification; Code of Ethics; Background Inquiry; Drug and Alcohol-Free Workplace; No Driving; Southwest Key Policies and Procedures. Contractor shall not assign any of Contractor's rights or responsibilities of this Agreement without the prior written consent of Southwest Key. Contractor agrees that Contractor's services will be performed with that level of care and skill ordinarily exercised by members of Contractor's profession currently operating under similar conditions and circumstances, that Contractor is licensed or certified, if required, and that Contractor knows and will follow any applicable code of ethics of Contractor's profession. Contractor and Contractor's workers shall cooperate with Southwest Key and provide Southwest Key with all information and/or documentation including driver's license information, social security number and completed background inquiry documents to allow for Southwest Key to attain a criminal background check or run a national database screening regarding Contractor and/or Contractor's workers, if Southwest Key requests such information to protect its interests. Any contractor providing services directly to Southwest Key clients must have a completed background check before providing services and will either provide documentation of a background check for all employees visiting Southwest Key facilities and/or the necessary information for Southwest Key to complete a background check. Because Southwest Key has a vital interest in maintaining a safe, healthy, and efficient work environment for all employees and Contractors, the parties agree and recognize that no one on any sexual offender registry may enter Southwest Key facilities and that Southwest Key's work environment should be free from the use of illegal drugs, alcohol, and the unauthorized use of prescription drugs. Unless otherwise specifically agreed to in writing, Contractor is not authorized to drive on behalf of Southwest Key. Contractor agrees to comply with all applicable Southwest Key policies and procedures. Any employee or subcontractor of Contractor found ineligible to enter a Southwest Key facility must immediately vacate the premises and must not return to a Southwest Key facility.

8. Force Majeure; Excusable Delays; Work Stoppages If the delivery of any Product and/or Service is delayed by unforeseeable circumstances beyond the reasonable control and without the fault or negligence of Contractor or of its suppliers or subcontractors including, but not limited to, acts of God, war, acts of terrorism, explosions, energy blackouts, riots, fires, floods, pandemic, widespread epidemic, public health emergency, quarantine restrictions, freight embargos, strikes or unusually severe weather (any such delay being hereinafter referred to as "Excusable Delay") the delivery of such Product/Service may be extended for a period to be determined by Southwest Key after an assessment by Southwest Key of alternate work method(s) and whether or not an event is an Excusable Delay. If an Excusable Delay prevents Southwest Key from accepting goods or services, making its facilities and/or personnel available, or otherwise necessitates the stoppage of Contractor's work under this Agreement, new timelines and dates for the work will be determined by Southwest Key with input from Contractor, and Southwest Key will not be in breach of this Agreement due to such delays or work stoppage.

9. Jury Trial and Class and Collective Action Waiver; No Arbitration; Late Fees; Waiver of Claims. Contractor waives Contractor's right to request or demand a jury trial. Any claim that Contractor has against Southwest Key will be conducted solely on an individual basis and not as a class action or otherwise pursuant to class, collective action, or comparable procedures. A claim includes any dispute, controversy, lawsuit, or cause of action Contractor may have against Southwest Key related to Contractor's contract for services. The parties do not agree to arbitration. Late fees shall only accumulate after 10-days' written notice to Southwest Key. Southwest Key does not waive its rights to make any legitimate claims against Contractor to the extent and for the time period allowable by law.