



Amendment No. 7
of
Contract No. NA140000134
for
Temporary Housing Services, Peer-to-Peer Support, and Life Skills Training
between
Front Steps, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the fourth extension option for the contract listed above. The extension option is effective September 30, 2018 and there are no remaining options.
- 2.0 The total Contract amount is increased by \$210,000 for the extension option. The total Contract authorization for Front Steps, Inc. is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/03/15 – 09/29/15	\$35,000.00	\$35,000.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$210,000.00	\$210,000.00
Amendment No. 2: Revise Contract Language 12/14/15	\$0.00	\$245,000.00
Amendment No. 3: Option 2 09/30/16 – 09/29/17	\$210,000.00	\$455,000.00
Amendment No. 4: Revise Contract Lanugage 10/18/2016	\$0.00	\$455,000.00
Amendment No. 5: Option 3 09/30/17 – 09/29/18; Add Exhibits B, C, D, and E	\$210,000.00	\$665,000.00
Amendment No 6: Replace Exhibit E in its entirety; Add Exhibit F	\$0.00	\$665,000.00
Amendment No. 7: Option 4 09/30/18 – 09/29/19; Replace Exhibits D & E.	\$210,000.00	\$875,000.00

- 3.0 The Contract is herby amended as follows:
- 3.1 Exhibit D – Performance Measures is deleted in its entirety and replaced with the attached version.
- 3.2 Exhibit E – Program Budget and Budget Narrative is deleted in its entirety and replaced with the attached version.
- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.



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between
Front Steps, Inc.
and the
City of Austin

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:

Authorized Representative
Front Steps, Inc.
P.O. Box 684519
Austin, TX 78768

Signature and Date:

John Hilbun, Contract Management Specialist IV
City of Austin
Purchasing Office



City of Austin
Downtown Austin Community Court

Exhibit D

PERFORMANCE MEASURES - OUTPUTS

Agency Name	Front Steps, Inc.
Program Name	Homelessness Prevention and Intervention Services
Contract Period	9/30/18 - 9/29/19

Output #1	Number of Unduplicated Clients Served per quarter		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	24	0	24
2nd - Jan - Mar	12	0	12
3rd - Apr - Jun	12	0	12
4th - Jul - Sept	12	0	12
YTD Total	60	0	60



City of Austin
Downtown Austin Community Court
 Exhibit D
PERFORMANCE MEASURES - OUTCOMES

Agency Name	Front Steps, Inc.
Program Name	Homelessness Prevention and Intervention Services
Contract Period	9/30/18 - 9/29/19

Outcome #1	Percentage of Clients Participating in Support Groups		
Numerator	Number of Unduplicated Clients Served in Support Group		
Denominator	Number of Unduplicated Clients Served		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	5	15	33.33%
2nd - Jan - Mar	5	15	33.33%
3rd - Apr - Jun	5	15	33.33%
4th - Jul - Sept	5	15	33.33%
YTD Total	20	60	33.33%



City of Austin
Downtown Austin Community Court
 Exhibit E
PROGRAM BUDGET & BUDGET NARRATIVE

Agency Name: Front Steps, Inc.
Program Name: Homelessness Prevention and Intervention Services
Budget Period: 9/30/18 - 9/29/19

Line	Item	DACC Amount	Other Funders Amount	Total Program Budget
PERSONNEL				
1	Salary	\$ 86,690		\$ 86,690
2	Fringe	\$ 9,887		\$ 9,887
A	Subtotal - Personnel	\$ 96,577	\$ -	\$ 96,577
OPERATING EXPENSES				
3	General Operating Expenses	\$ 16,601		\$ 16,601
4	Program Subcontractors			\$ -
5	Staff Travel - Out of Travis County			\$ -
6	Conferences - Out of Travis County			\$ -
B	Subtotal - Operating Expenses	\$ 16,601	\$ -	\$ 16,601
ASSISTANCE FOR PROGRAM CLIENTS				
7	Food/Beverage for Clients	\$ 29,700		\$ 29,700
8	Direct Financial Assistance for Clients			\$ -
9	Other - Sleep Space for DACC Clients	\$ 67,122		\$ 67,122
C	Subtotal - Direct Client Assistance	\$ 96,822	\$ -	\$ 96,822
CAPITAL OUTLAY (with per Unit Cost >\$5,000)				
10	Capital Equipment (>\$5,000)			\$ -
D	Subtotal Capital	\$ -	\$ -	\$ -
TOTALS				
E	Total (A+B+C+D+E)	\$ 210,000	\$ -	\$ 210,000
	Percent Share by Funding Source	100%	0%	100%



City of Austin
Downtown Austin Community Court
 Exhibit E
PROGRAM BUDGET & BUDGET NARRATIVE

Line Item	Narrative/Description
PERSONNEL	
Salary	Salaries are based on Staff, Admin and Management Staff working with DACC clients. This Staff includes Direct Peer Support, Day and Night Shelter Managers, Administration and Kitchen Staff.
Fringe	Fringes included FICA and Medicare, Health, Workers Comp, Unemployment and Health benefits.
OPERATING EXPENSES	
General Operating Expenses	Cleaning supplies, bed bug treatment, HVAC repairs, plumbing repairs, elevator repairs, New mats, Cameras, Office and program supplies, bus passes, client discretionary items, staff insurance, staff HMIS licenses
Program Subcontractors	
Staff Travel - Out of Travis County	
Conferences/Seminars - Out of Travis County	
DIRECT ASSISTANCE FOR PROGRAM CLIENTS	
Food/Beverage for Clients	Reserved meals for DACC clients every day of the contract term: 15 clients x 3 meal/day = \$2,475/month
Financial Assistance for Clients	
Other - Sleep Space for DACC Clients	Reserved private sleeping space for DACC clients every night of the contract term: 15 sleep spaces/day = \$5,593.50/month
CAPITAL OUTLAY (with per Unit Cost >\$5,000)	
Capital Equipment (>\$5,000)	



Amendment No.7
of
Contract No. NA140000134
for
One-to-One Life Skill Training, On-Call Management Support and Client Peer-To Peer Support
between
Planned Living Assistance Network of Central Texas
and the
City of Austin

- 1.0 The City hereby exercises the fourth extension option for the contract listed above. The extension option is effective September 30, 2018 and there is one remaining option.
- 2.0 The total contract amount is increased by \$90,000 for the extension option. The total Contract authorization for Planned Living Assistance Network of Central Texas is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 9/30/14 – 09/29/15	\$66,910.00	\$66,910.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$66,910.00	\$133,820.00
Amendment No. 2: Revise Contract Language 12/14/15	\$0.00	133,820.00
Amendment No. 3: Option 2 09/30/16 – 09/29/17	\$66,910.00	\$200,730.00
Amendment No. 4: Revise Contract Lanugage 10/18/2016	\$0.00	\$200,730.00
Amendment No. 5: Increase Contract Amount; Replace Proposal and Budget Proposal	\$23,090.00	\$223,820.00
Amendment No. 6: Option 3 09/30/17 – 09/29/18; Add Exhibits B, C, D, and E	\$90,000.00	\$313,820.00
Amendment No. 7: Option 4 09/30/18 – 09/29/19	\$90,000.00	\$403,820.00

- 3.0 The Contract is hereby amended as follows:
- 3.1 Exhibit D – Performance Measures is deleted in its entirety and replaced with the attached version.
- 3.2 Exhibit E – Program Budget & Budget Narrative is deleted in its entirety and replaced with the attached version.
- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.



Amendment No.7
of
Contract No. NA140000134
for
One-to-One Life Skill Training, On-Call Management Support and Client Peer-To Peer Support
between
Planned Living Assistance Network of Central Texas
and the
City of Austin

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Deborah K. Webb, Ph.D. 08/23/18
Printed Name: *Deborah K. Webb, Ph.D.*

Authorized Representative
Planned Living Assistance Network of Central Texas
4110 Guadalupe, Bld 781, Ste. 410
Austin, TX 78751

Signature and Date:

John Hilbun 10/09/18

John Hilbun
Contract Management Specialist IV
City of Austin
Purchasing Office



City of Austin
Downtown Austin Community Court

PERFORMANCE MEASURES - OUTPUTS

Exhibit D

Agency Name	Planned Living Assistance Network of Central Texas, Inc.
Program Name	Social Services Enhancement
Contract Period	9/30/18 - 9/29/19

Output #1	Number of Unduplicated Clients Served per quarter		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	8	17	25
2nd - Jan - Mar	7	17	24
3rd - Apr - Jun	6	17	23
4th - Jul - Sept	4	17	21
YTD Total	25	68	93



City of Austin
Downtown Austin Community Court

PERFORMANCE MEASURES - OUTCOMES

Exhibit D

Agency Name	Planned Living Assistance Network of Central Texas, Inc.
Program Name	Social Services Enhancement
Contract Period	9/30/18 - 9/29/19

Outcome #1	Percentage of clients stably housed.		
Numerator	Number of clients stably housed.		
Denominator	Number of clients stably housed and not stably housed.		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	22	25	88.00%
2nd - Jan - Mar	22	25	88.00%
3rd - Apr - Jun	22	25	88.00%
4th - Jul - Sept	22	25	88.00%
YTD Total	88	100	88.00%

Outcome #2	Percentage of clients reporting healthy eating.		
Numerator	Number of clients reporting healthy eating.		
Denominator	Total number of clients reporting eating habits.		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	18	25	72.00%
2nd - Jan - Mar	18	25	72.00%
3rd - Apr - Jun	18	25	72.00%
4th - Jul - Sept	18	25	72.00%
YTD Total	72	100	72.00%



City of Austin
Downtown Austin Community Court

PERFORMANCE MEASURES - OUTCOMES

Exhibit D

Agency Name	Planned Living Assistance Network of Central Texas, Inc.
Program Name	Social Services Enhancement
Contract Period	9/30/18 - 9/29/19

Outcome #3	Percentage of clients who are engaged with CM &/or LC services.		
Numerator	Number of clients who are engaged with CM &/or LC services.		
Denominator	Total number of clients assigned to a CM &/or LC.		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	20	25	80.00%
2nd - Jan - Mar	20	25	80.00%
3rd - Apr - Jun	20	25	80.00%
4th - Jul - Sept	20	25	80.00%
YTD Total	80	100	80.00%

Outcome #4	Percentage of clients who are rated as fully achieving at least one goal on their treatment (care) plans.		
Numerator	Number of clients who are rated as fully achieving at least one goal on their treatment (care) plans.		
Denominator	Total number of clients with a treatment (care) plan in place.		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	15	25	60.00%
2nd - Jan - Mar	15	25	60.00%
3rd - Apr - Jun	15	25	60.00%
4th - Jul - Sept	15	25	60.00%
YTD Total	60	100	60.00%



City of Austin
Downtown Austin Community Court

PERFORMANCE MEASURES - OUTCOMES

Exhibit D

Agency Name	Planned Living Assistance Network of Central Texas, Inc.
Program Name	Social Services Enhancement
Contract Period	9/30/18 - 9/29/19

Outcome #5	Percent of clients who meet in-person with a PLANCTX care manager or life coach within 10 business days of a complete referral by DACC		
Numerator	Number of clients who meet in-person with a PLANCTX care manager or life coach within 10 business days of a complete referral by DACC		
Denominator	Total number of clients with a complete referral to PLANCTX from DACC.		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	3	3	100.00%
2nd - Jan - Mar	3	3	100.00%
3rd - Apr - Jun	3	3	100.00%
4th - Jul - Sept	2	3	66.67%
YTD Total	11	12	91.67%



**City of Austin
Downtown Austin Community Court**

PROGRAM BUDGET & BUDGET NARRATIVE

Exhibit E

Agency Name: Planned Living Assistance Network of Central Texas, Inc.

Program Name: Social Services Enhancement

Budget Period: 09/30/2018 - 09/29/2019

Line	Item	DACC Amount	Other Funders Amount	Total Program Budget
PERSONNEL				
1	Salary	\$ 75,145	\$ 184,158	\$ 259,303
2	Fringe	\$ 6,012	\$ 14,733	\$ 20,745
A	Subtotal - Personnel	\$ 81,157	\$ 198,891	\$ 280,048
OPERATING EXPENSES				
3	General Operating Expenses	\$ 7,350	\$ 42,708	\$ 50,058
4	Program Subcontractors	\$ -		\$ -
5	Staff Travel - Out of Travis County	\$ -		\$ -
6	Conferences - Out of Travis County	\$ -		\$ -
B	Subtotal - Operating Expenses	\$ 7,350	\$ 42,708	\$ 50,058
ASSISTANCE FOR PROGRAM CLIENTS				
7	Food/Beverage for Clients	\$ 773	\$ 1,250	\$ 2,023
8	Direct Financial Assistance for Clients	\$ -		\$ -
9	Other	\$ 720		\$ 720
C	Subtotal - Direct Client Assistance	\$ 1,493	\$ 1,250	\$ 2,743
CAPITAL OUTLAY (with per Unit Cost >\$5,000)				
10	Capital Equipment (>\$5,000)	\$ -		\$ -
D	Subtotal Capital	\$ -	\$ -	\$ -
TOTALS				
E	Total (A+B+C+D+E)	\$ 90,000	\$ 242,849	\$ 332,849
	Percent Share by Funding Source	27%	73%	100%



**City of Austin
Downtown Austin Community Court**

PROGRAM BUDGET & BUDGET NARRATIVE

Exhibit E

Line Item	Narrative/Description
PERSONNEL	
Salary	Executive Director; Peer Assistants; Care Managers; Family Partner
Fringe	Payroll taxes
OPERATING EXPENSES	
General Operating Expenses	Staff Travel; General Office Supplies; Field Trip Fees; External Audit allocation.
Program Subcontractors	
Staff Travel - Out of Travis County	
Conferences/Seminars - Out of Travis County	
DIRECT ASSISTANCE FOR PROGRAM CLIENTS	
Food/Beverage for Clients	Food/Beverages
Financial Assistance for Clients	
Other	YMCA Fitness Scholarships
CAPITAL OUTLAY (with per Unit Cost >\$5,000)	
Capital Equipment (>\$5,000)	



Amendment No.6
of
Contract No. NA140000134
for
Temporary Housing, Peer to Peer Support and Life Skills Training
between
A New Entry, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the fourth extension option for the contract listed above. The extension option is effective September 30, 2018 and there is one remaining option.
- 2.0 The total contract amount is increased by \$94,058 for the extension option. The total Contract authorization for A New Entry, Inc. is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/10/15 – 09/29/15	\$15,676.00	\$15,676.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$94,058.00	\$109,734.00
Amendment No. 2: Revise Contract Language 12/14/15	\$0.00	\$109,734.00
Amendment No. 3: Option 2 09/30/16 – 09/29/17	\$94,058.00	\$203,792.00
Amendment No. 4: Revise Contract Lanugage 10/14/2016	\$0.00	\$203,792.00
Amendment No. 5: Option 3 09/30/17 – 09/29/18; Append with Exhibits B, C, D, and E	\$94,058.00	\$297,850.00
Amendment No. 6: Option 4 09/30/18-09/29/19; Replace Exhibits D and E	\$94,058.00	\$391,908.00


- 3.0 The Contract is hereby amended as follows:
- 3.1 Exhibit D – Performance Measures is deleted in its entirety and replaced with the attached version.
- 3.2 Exhibit E – Program Budget & Budget Narrative is deleted in its entirety and replaced with the attached version.
- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.



Amendment No.6
of
Contract No. NA140000134
for
Temporary Housing, Peer to Peer Support and Life Skills Training
between
A New Entry, Inc.
and the
City of Austin

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.


Signature and Date:



Printed Name:

Authorized Representative
A New Entry, Inc.
6633 Highway 290 East
Austin, TX 78723

Signature and Date:



John Hilbun
Contract Management Specialist IV
City of Austin
Purchasing Office



City of Austin
Downtown Austin Community Court

PERFORMANCE MEASURES - OUTPUTS

Exhibit D

Agency Name	A New Entry, Inc.
Program Name	Temporary Housing, Peer to Peer Support and Life Skills Training.
Contract Period	9/30/2018-9/29/2019

Output #1	Number of Unduplicated Clients Served		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	2	35	37
2nd - Jan - Mar	2	35	37
3rd - Apr - Jun	2	35	37
4th - Jul - Sept	2	35	37
YTD Total	8	140	148



City of Austin
Downtown Austin Community Court

PERFORMANCE MEASURES - OUTCOMES

Exhibit D

Agency Name	A New Entry, Inc.
Program Name	Temporary Housing, Peer to Peer Support and Life Skills Training.
Contract Period	9/30/2018-9/29/2019

Outcome #1	Percentage of Unduplicated Clients Served		
Numerator	Number of Unduplicated Clients Served		
Denominator	Number of Clients Served		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	2	2	100.00%
2nd - Jan - Mar	2	2	100.00%
3rd - Apr - Jun	1	2	50.00%
4th - Jul - Sept	1	2	50.00%
YTD Total	6	8	75.00%

Outcome #2	Percentage of Clients who Positively Discharge from Transitional Housing		
Numerator	Number of Clients who Positively Discharge from Transitional Housing		
Denominator	Number of Clients who Discharged from Transitional Housing		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	1	1	100.00%
3rd - Apr - Jun	1	1	100.00%
4th - Jul - Sept	1	2	50.00%
YTD Total	4	6	66.67%



City of Austin
Downtown Austin Community Court

PERFORMANCE MEASURES - OUTCOMES

Exhibit D

Agency Name	A New Entry, Inc.
Program Name	Temporary Housing, Peer to Peer Support and Life Skills Training.
Contract Period	9/30/2018-9/29/2019

Outcome #3	Percentage of Clients sober at Follow up		
Numerator	Number of Clients Sober At Follow up 60-90 Days Post-treatment		
Denominator	Number of Client Eligible to be Assessed for Sobriety at Follow-up 60-90 Days Post-treatment		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	1	1	100.00%
2nd - Jan - Mar	1	1	100.00%
3rd - Apr - Jun	1	1	100.00%
4th - Jul - Sept	0	1	0.00%
YTD Total	3	4	75.00%

Outcome #4	Percentage of Clients who Positively Discharged from Residential Treatment Program		
Numerator	Number of Clients Positively Discharged from Residential Treatment Program		
Denominator	Number of Clients who Discharged from Residential Treatment Program		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	1	2	50.00%
3rd - Apr - Jun	1	2	50.00%
4th - Jul - Sept	1	2	50.00%
YTD Total	4	8	50.00%



**City of Austin
Downtown Austin Community Court**

**PROGRAM BUDGET & BUDGET NARRATIVE
Exhibit E**

Agency Name: A New Entry, Inc.

Program Name: Temporary Housing, Peer to Peer Support and Life Skills Training

Budget Period: 9/30/2018 - 9/29/2019

Line	Item	DACC Amount	Other Funders Amount	Total Program Budget
PERSONNEL				
1	Salary	\$ 12,000		\$ 12,000
2	Fringe			\$ -
A	Subtotal - Personnel	\$ 12,000	\$ -	\$ 12,000
OPERATING EXPENSES				
3	General Operating Expenses	\$ 10,000		\$ 10,000
4	Program Subcontractors			\$ -
5	Staff Travel - Out of Travis County			\$ -
6	Conferences - Out of Travis County			\$ -
B	Subtotal - Operating Expenses	\$ 10,000	\$ -	\$ 10,000
ASSISTANCE FOR PROGRAM CLIENTS				
7	Food/Beverage for Clients			\$ -
8	Direct Financial Assistance for Clients			\$ -
9	Other	\$ 72,058	\$ 1,863,400	\$ 1,935,458
C	Subtotal - Direct Client Assistance	\$ 72,058	\$ 1,863,400	\$ 1,935,458
CAPITAL OUTLAY (with per Unit Cost >\$5,000)				
10	Capital Equipment (>\$5,000)			\$ -
D	Subtotal Capital	\$ -	\$ -	\$ -
TOTALS				
E	Total (A+B+C+D+E)	\$ 94,058	\$ 1,863,400	\$ 1,957,458
	Percent Share by Funding Source	5%	95%	100%



**City of Austin
Downtown Austin Community Court**

**PROGRAM BUDGET & BUDGET NARRATIVE
Exhibit E**

Line Item	Narrative/Description
PERSONNEL	
Salary	Towards Contract Managers Salary
Fringe	
OPERATING EXPENSES	
General Operating Expenses	Insurance, permitting, licensing, audit, bookkeeping, copier lease
Program Subcontractors	
Staff Travel - Out of Travis County	
Conferences/Seminars - Out of Travis County	
DIRECT ASSISTANCE FOR PROGRAM CLIENTS	
Food/Beverage for Clients	
Financial Assistance for Clients	
Treatment/Housing Services	Directly for per diem rates of client services: \$53/day Transitional Housing; \$190/day Phase I Treatment; \$125/day Phase II Treatment
CAPITAL OUTLAY (with per Unit Cost >\$5,000)	
Capital Equipment (>\$5,000)	



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of
Contract No. NA140000134
for
Temporary Housing Services, Peer-to-Peer Support, and Life Skills Training
between
Front Steps, Inc.
and the
City of Austin

- 1.0 The City and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total Contract amount is increased by \$0. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/03/15 – 09/29/15	\$35,000.00	\$35,000.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$210,000.00	\$210,000.00
Amendment No. 2: Revise Contract Language 12/14/15	\$0.00	\$245,000.00
Amendment No. 3: Option 2 09/30/16 – 09/29/17	\$210,000.00	\$455,000.00
Amendment No. 4: Revise Contract Language 10/18/2016	\$0.00	\$455,000.00
Amendment No. 5: Option 3 09/30/17 – 09/29/18; Add Exhibits B, C, D, and E	\$210,000.00	\$665,000.00
Amendment No 6: Replace Exhibit E in its entirety; Add Exhibit F	\$0.00	\$665,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name: Greg McCormack

Authorized Representative
Front Steps, Inc.
P.O. Box 684519
Austin, TX 78768

Signature and Date:

John Hilbun, Contract Management Specialist IV
City of Austin
Purchasing Office



City of Austin Downtown Austin Community Court

Exhibit E

PROGRAM BUDGET & BUDGET NARRATIVE

Agency Name: Front Steps, Inc.Program Name: Homelessness Prevention and Intervention ServicesBudget Period: 9/30/17 - 9/29/18

Line	Item	DACC Amount	Other Funders Amount	Total Program Budget
PERSONNEL				
1	Salary	\$ 81,753		\$ 81,753
2	Fringe	\$ 9,324		\$ 9,324
A	Subtotal - Personnel	\$ 91,077	\$ -	\$ 91,077
OPERATING EXPENSES				
3	General Operating Expenses	\$ 17,101		\$ 17,101
4	Program Subcontractors			\$ -
5	Staff Travel - Out of Travis County			\$ -
6	Conferences - Out of Travis County			\$ -
B	Subtotal - Operating Expenses	\$ 17,101	\$ -	\$ 17,101
ASSISTANCE FOR PROGRAM CLIENTS				
7	Food/Beverage for Clients	\$ 29,700		\$ 29,700
8	Respite Beds for DACC Clients	\$ 5,000		\$ 5,000
9	Other - Sleep Space for DACC Clients	\$ 67,122		\$ 67,122
C	Subtotal - Direct Client Assistance	\$ 101,822	\$ -	\$ 101,822
CAPITAL OUTLAY (with per Unit Cost >\$5,000)				
10	Capital Equipment (>\$5,000)			\$ -
D	Subtotal Capital	\$ -	\$ -	\$ -
TOTALS				
E	Total (A+B+C+D+E)	\$ 210,000	\$ -	\$ 210,000
	Percent Share by Funding Source	100%	0%	100%



City of Austin
Downtown Austin Community Court
 Exhibit E
PROGRAM BUDGET & BUDGET NARRATIVE

Line Item	Narrative/Description
PERSONNEL	
Salary	Salaries are based on Staff, Admin and Management Staff working with DACC clients. This Staff includes Direct Peer Support, Day and Night Shelter Managers, Administration and Kitchen Staff.
Fringe	Fringes included FICA and Medicare, Health, Workers Comp, Unemployment and Health benefits.
OPERATING EXPENSES	
General Operating Expenses	Cleaning supplies, bed bug treatment, HVAC repairs, plumbing repairs, elevator repairs, New mats, Cameras, Office and program supplies, bus passes, client discretionary items, staff insurance, staff HMIS licenses, 10% administrative fee for Respite Beds through Integral Care
Program Subcontractors	
Staff Travel - Out of Travis County	
Conferences/Seminars - Out of Travis County	
DIRECT ASSISTANCE FOR PROGRAM CLIENTS	
Food/Beverage for Clients	Reserved meals for DACC clients every day of the contract term
Respite Beds for DACC Clients	Respite bed days purchased from Integral Care for DACC clients
Other - Sleep Space for DACC Clients	Reserved private sleeping space for DACC clients every night of the contract term
CAPITAL OUTLAY (with per Unit Cost >\$5,000)	
Capital Equipment (>\$5,000)	

Program Work Statement

Agency Name: Front Steps, Inc.
Program Name: Homelessness Prevention and Intervention Services
Contract Period: 9/30/17 – 9/29/18

In the spaces immediately following each numbered item below, clearly address the corresponding question or issue described below. Your completed Work Statement form should not exceed three (3) pages total. Please be as concise as possible when providing the information requested. Do not include information about agency history, past performance, accolades received, or needs of the client population.

1. What are the goals and objectives of the program?

The overall goal of Front Steps Homelessness Prevention and Intervention Service is to prepare frequent users of the Downtown Austin Community Court (DACC) to be able to obtain and maintain housing. In order to meet this goal, Front Steps will provide services in the areas of temporary housing, on-site after-hours case assistance, peer-to-peer support and life skills training.

During regular business hours, frequent DACC users will be working with one of the case managers employed by the DACC on a plan to achieve stability and social stabilization. In order to extend support throughout the day and encourage the transition out of homelessness, Front Steps will:

- Provide temporary housing to 60 frequent DACC users up to 90 days per year;
- Provide Case Aid Services after City business hours, on weekends and Holidays at a ratio of 1:15 Case Aide to Clients
- Provide Peer to Peer Support to DACC participants exclusively on a weekly basis
- Provide Life Skills training to DACC participants exclusively on a weekly basis
- Provide additional peer support and life skills training to DACC participants as needed and desired with other Front Steps participants throughout the week

2. Describe the program target client population.

DACC frequent offenders referred by DACC

3. Describe how the program is delivered to the target client population. Provide enough detail so that the Contract Manager is able to have a comprehensive understanding of your services and how they are delivered to clients.

Front Steps will offer Homelessness Prevention and Intervention Services to 60-80 participants annually. These clients will be referred by DACC and will be frequent users of that community services. Front Steps will create an environment within the shelter in which participants in recovery can gain solidity in their new sobriety or lifestyles. During their stay with Front Steps, the participants will be required to follow a structured schedule of waking, meal times and lights out. Participants in recovery will be segregated overnight and at lunch from general shelter guests who are not in recovery or case management. Daily activities will be offered including support groups, personal improvement classes and peer support. These scheduled events serve a dual purpose of creating schedules and structure for those in the recovery process, while fostering the tenants of stable, sober living. The ARCH will be a safe environment where DACC clients can store their belongings

and get rest necessary to function for job interviews, case management meetings, and other appointments. Overnight visits are not permitted, nor is an alcohol or illegal substance allowed on the property. Front Steps will perform random drug testing to assure all of the participants in recovery are truly maintaining their sobriety during their stay. Those who relapse will be subject to a policy developed in tandem with DACC concerning ability to remain in the program. On a case by case basis, the City may request Front Steps to assist with clients' substance abuse relapses including alerting DACC case management staff of signs of alcohol or illegal drug use and encouraging clients to attend AA or other support meetings.

Front Steps Case Aides will be available to meet with DACC Case Managers and other professional to provide client support in a wrap-around team fashion. An interdisciplinary staff team may meet as requested by the DACC case managers to review reports or to address individual resident needs. The Shelter Division Manager will meet weekly with Shelter Managers, and they in turn will meet weekly with the individual case aides. Case aides will be with DACC clients on a daily basis and will meet individually with each client at least once a week.

There are several approaches to peer support for clients with ongoing mental health and/or mental health and substance abuse issues for Front Steps participants in recovery. The Austin Travis County Integral Care (ATCIC) "Pathways" program, co-located at the ARCH, contains a peer support component. In addition, many of the residents in Front Steps PSH units are ideal candidates for recovery coach roles. Front Steps will arrange for training for the PSH residents who are will and able to work with the DACC frequent user individuals. The third serve offering peer support is "Streets of Hope", an alcohol and other drug psycho-educational program led by a Licensed Masters-level Social Worker and designed to support clients to aide them in their own recovery. Initial peer to peer support is planned to take place in small group settings on a once a week basis, but may be broadened to include individual sessions as appropriate to client needs. The group session will include emotional support, information about life and vocational skills, social and recreational skills, and assistance and support for finding and keeping a job.

A Case Aide with credentials similar to a Client Services Specialist II specifically assigned to the DACC participants at a 1:15 ratio will be onsite from 5pm to 8am the following day. The Case Aide will respond immediately to DACC client concerns during times when DACC case managers are off duty. Through coordination with DACC Case Managers, Front Steps HPIS staff will provide continuity of services to better ensure that DACC clients stay in case management working towards goals that will improve their self-sufficiency and success in housing. The Case Aides working with the DACC clients will assist in ensuring they have all completed the collaborative assessment process, through which many possible benefits are available. Front Steps has a Rapid Rehousing Program, which may be utilized to assist some of the DACC clients to access safe and stable housing.

Life skills classes will be provided to DACC referrals by Front Steps at a 1:15 ratio by the HPIS Case Aide staff. Topics for DACC clients include independent living, money management, medication management, employment, healthy relationships, coping with stress and anger, physical health, housing management and self-care. Life skills training will initially be offered in small groups, with one class a week offered only to DACC clients, while others will be open to DACC client attendance.

Through this contract, Front Steps will also serve as the funds administrator for respite bed days purchased through Integral Care (IC) for DACC clients. DACC will work directly with IC to refer a client to an IC site for respite care. DACC will complete a referral form, arrange transportation to the respite site, and notify Front Steps of all referrals to IC of DACC clients for respite. IC will submit an invoice to Front Steps for DACC clients who are provided respite services and Front Steps will submit payment to IC no more than 30 days after receipt of invoice.

4. Describe the system (*who, what, when, how*) that will be used to collect and report program data, including client intake/assessments and performance measures.

The web-based Service Point HMIS system and hard copy files will be used by Front Steps for the following purposes: 1) intake; 2) client demographics; 3) evaluation results; and 4) data reporting. Client files are reviewed by the Program Coordinator whenever a new client is approved for the program is requested. Monthly summary reports will be sent to the DACC providing information on the clients accessing Front Steps HPIS program.

5. Program Evaluation Plan Please address both of the following areas:

- a) Performance Evaluation – describe how the agency will evaluate the program’s performance in achieving program goals;

Front Steps plans to offer incentive for milestones completed by DACC clients, along with the security provided by knowing where they will eat, sleep, take care of basic needs and find social support. Incentives will be tailored to the needs of individual clients. Items such as bus passes, \$7 food and medicine cards, clothing and shoes have been used successfully in other programs.

Unit and Program Manager report and review performance measures compared to annual goals on a monthly basis. Any slippage between planned goals and daily progress is addressed as soon as it appears. If adjustments in program design or metrics are deemed necessary, Front Steps will communicate with the DACC immediately.

- b) Quality Improvement – describe the process for identifying areas of strength and improvement in Services delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective

Data is collect to assist Front Steps staff to identify trends in barriers to housing and employment, as well as to track the efficacy of programs in helping clients obtain housing and employment. These statistics are reviewed quarterly and compared with those of other agencies serving the same population.

6. How does the program collaborate with services being provided by other agencies and programs? (i.e. minimize duplication, cover gaps in services, to refer and receive clients, to provide comprehensive services, etc.). If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

Front Steps has taken an active leadership role in ECHO and other local community partnerships which positively impact the housing and services provided to homeless individuals and families in Austin/Travis County. Examples of these partnerships include participation in the BSS+ Collaboration led by Caritas, the Keep Austin Housed Initiative with AmeriCorps, Downtown Austin Alliance, Integral Care Collaborative, Austin/Travis County

Housing Authority voucher program, the Terraza project with Caritas and Foundation Communities and the collaboration of the Downtown Cluster of Churches.

7. Describe your agency's involvement in community planning activities that are specific to the services provided under this program.

Front Steps regularly hosts a Community Forum comprised of downtown area social services providers and police to discuss both neighborhood and programmatic issues. Front Steps participates in the Downtown Cluster, a group of downtown churches, social service providers and community volunteers who address homelessness. Front Steps is also an active member of the Downtown Austin Alliance. Front Steps is a member of the One Voice Central Texas coalition of health and human services non-profits.



Amendment No. 6
of
Contract No. NA140000134
for
One-to-One Life Skill Training, On-Call Management Support and Client Peer-to-Peer Support
between
Planned Living Assistance Network of Central Texas
and the
City of Austin

- 1.0 The City hereby exercises this extension option number 3 for the subject contract. This extension option will be effective September 30, 2017 and there are two remaining options.
- 2.0 The total contract amount is increased by \$90,000 for the extension option period. The total Contract authorization for Planned Living Assistance Network of Central Texas is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/30/14 – 09/29/15	\$66,910.00	\$66,910.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$66,910.00	\$133,820.00
Amendment No. 2: Revise Contract Language 12/14/15	\$0.00	\$0.00
Amendment No. 3: Option 2 09/30/16 – 09/29/17	\$66,910.00	\$200,730.00
Amendment No. 4: Revise Contract Language 10/18/2016	\$0.00	\$200,730.00
Amendment No. 5: Increase Contract Amount; Replace Proposal and Budget Proposal	\$23,090.00	\$223,820.00
Amendment No. 6: Option 3 9/30/2017 – 9/29/2018; Add Exhibits B, C, D, and E	\$90,000.00	\$313,820.00

- 3.0 The Contract is hereby amended to add the following:
- 3.1 Exhibit B – Supplemental Agency Requirements
 - 3.2 Exhibit C – Business Associate Agreement
 - 3.3 Exhibit D – Performance Measures – Outputs
 - 3.4 Exhibit E – Program Budget and Narrative
- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Amendment No. 6
of
Contract No. NA140000134
for
One-to-One Life Skill Training, On-Call Management Support and Client Peer-to-Peer Support
between
Planned Living Assistance Network of Central Texas
and the
City of Austin

Signature and Date:

Printed Name:

Authorized Representative

Planned Living Assistance Network of Central Texas

4110 Guadalupe, Bld 781, Ste. 410

Austin, Texas 78751

Signature and Date:

Erin D Vincent, Procurement Specialist IV

City of Austin

Purchasing Office



Amendment No. 5
of
Contract No. NA140000134
for

One-to-One Life Skill Training, On-Call Management Support and Client Peer-to-Peer Support
between
Planned Living Assistance Network of Central Texas
and the
City of Austin

- 1.0 The City hereby exercises an administrative increase in an amount not to exceed \$23,090.00.
- 2.0 The City hereby amends the above referenced Contract to make the following changes:

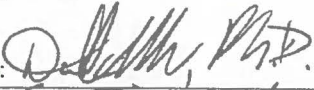
Contractor's Proposal and Budget Proposal submitted in response to RFP PAX0118 on June 27, 2014 is hereby deleted in its entirety and replaced with Attachment B.


- 3.0 The total Contract authorization for Planned Living Assistance Network of Central Texas is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/30/14 – 09/29/15	\$66,910.00	\$66,910.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$66,910.00	\$133,820.00
Amendment No. 2: Revise Contract Language 12/14/15	\$0.00	\$0.00
Amendment No. 3: Option 2 09/30/16 – 09/29/17	\$66,910.00	\$200,730.00
Amendment No. 4: Revise Contract Language 10/18/2016	\$0.00	\$200,730.00
Amendment No. 5: Increase Contract Amount; Replace Proposal and Budget Proposal	\$23,090.00	\$223,820.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: 
Printed Name: Exec. Dir. 03/13/17
Authorized Representative
Planned Living Assistance Network of Central Texas
4110 Guadalupe, Bld 781, Ste. 410
Austin, Texas 78751

Signature and Date:  3-13-17
Kim Scannell, Buyer II
City of Austin
Purchasing Office

PROPOSAL

Section I. PROGRAM GOALS AND OBJECTIVES

1. The Goal of the Whole-Health and Wellness Peer Assistance Project is to provide ~~250~~ adults ~~who are homeless (or have been homeless) and who~~ have mental illnesses, substance use or ~~a~~ co-occurring disorders, and/or have been homeless condition of both and, who are referred by DACC with the recovery support services needed to access and maintain long-term housing and other basic necessities (e.g., food, clothing, physical and behavioral health care, one on one session, and groups, such as Care Manager and Peer Assistant-led Good Chemistry groups).

Objectives:

- ~~250 DACC-referred adults will receive case management services to assist in finding housing, accessing public benefits, and skills training for daily living. Three phases will be offered: engagement phase; intensive phase; and maintenance phase to those who successfully stay engaged in PLANCTX services. who are homeless (or have been homeless) and who have mental illness, substance use or a cooccurring condition of both will complete the 3 day WRAP® training, a nationally recognized best practice, using peers to provide peer recovery support services.~~
- All 250 DACC-referred adults will have access to at least two physical fitness opportunities and four nutritional classes monthly. who are homeless (or have been homeless) and who have mental illness, substance use or a cooccurring condition of both will receive case management services to assist in finding housing, accessing public benefits, and skills training for daily living. 20 of the 25 will select to attend one or more healthy activities per month while they are in PLANCTX services.
- 5 or more of the 25 DACC referred adults will also receive Life Coaching services, as deemed necessary for their well-being by their DACC CM and/or the PLANCTX team. 0 adults (20 adults who are homeless (or have been homeless) and who have mental illness, substance use or a co-occurring condition of both, 30 adults who have mental illness, substance use or a co-occurring condition of both) will have access to at least two physical fitness opportunity and one nutritional class monthly.

2. The RFP seeks to expand prevention and intervention services to single adults who are (or who have been) homeless and who are referred by the Downtown Austin Community Court (DACC) in order to obtain and maintain long-term housing. Planned Living Assistance Network of Central Texas (PLANCTX) proposes to address 3 of the 4 suggested areas: peer to peer support, on-call case management, and life skills training, excluding the provision of transitional housing. However, PLANCTX case management services do provide assistance in accessing a variety of housing options.

SECTION II. PROGRAM CLIENTS SERVED

1. Planned Living Assistance Network of Central Texas (PLANCTX) is a grassroots private non-profit founded by elderly parents of adults who have severe mental illnesses (i.e. schizophrenia, major depression, bipolar disorder, obsessive compulsive disorder, etc.). Some of our clients have been involved with the criminal justice system; some have had substance use issues and some have been homeless. *PLANCTX is unique; we serve both the individual and family.* PLANCTX utilizes a holistic approach to mental health healing and recovery. The U. S. Substance Abuse Mental Health Services Administration (SAMHSA, 2006) suggests that wellness has 8 dimensions: Emotional, Financial, Social, Spiritual, Occupational, Physical, Intellectual, and Environmental. Currently, PLANCTX ~~provides~~ care management services ~~that~~ provide education to the client and family regarding the client's mental illness and medications (*Intellectual*). Care managers and trained peers also assist in budgeting and accessing public benefits (*Financial*). We help find housing and provide daily living skills training (*Environmental*). PLANCTX helps clients find meaningful work (*Occupational*), whether volunteer or paid. For clients who are seeking a worship experience, for any religion, the Care Managers help locate potential places of worship (*Spiritual*). PLANCTX offers opportunities via peer socials ~~for for social~~ integration in the community on a monthly basis (*Social*). PLANCTX makes available the therapy and support groups clients and families need and helps them access and work with their doctors regarding medication (*Emotional*).

Attachment B

PLANCTX's proposal is a cooperative effort with Communities for Recovery (CforR). Communities for Recovery is a non-profit organization in Austin, Texas, that supports long-term recovery for people with substance use and co-occurring mental health conditions by partnering with communities to provide volunteer peer-supported recovery programs and services. Our 100+ Peer Support Volunteers share the message of recovery with others in the earliest stages of recovery by providing a bridge between professional treatment and long-term recovery through our programs and services that include Peer to Peer Recovery Coaching, "Disease Concept" Educational DVD Program by Dr. William L. Loving, "Back to Basics" Accelerated 12-Step Educational Program, "DDRA" (Dual Disorders Recovery Achievers) Accelerated 12-Step Educational

Attachment B

~~Program, “Family Cross Talk” Family Peer-to-Peer Informational Support Groups, “Cross Talk” Peer Based Informational Support Groups, “TYA Cross Talk” Peer Based Support Groups for Teens and Young Adults, 12 Step Peer Based Mutual Support Groups, and 12 Step Peer Based Spiritual Support Groups.~~

2.1 PLANCTX utilizes part-time Care Managers, thus allowing with the flexibility to hire personnel to address any cultural and language differences not available with the current staff. The Executive Director, Dr. Debbie Webb, is also a professor at The University of Texas at Austin and has access to students from a variety of cultural and linguistic backgrounds. Dr. Webb, LCSW-Supervisor, LPC and LCDC has over 40 years direct service experience, clinically supervises all staff at PLANCTX, including LMSW-licensed staff who are pursuing their LCSWs to ensure the most sound, effective services as possible are delivered. ~~supervises student interns placements at PLANCTX.~~

2.2 a. Dr. Webb provides cultural and linguistic sensitivity training to the PLANCTX staff. The PLANCTX Board has a diverse composition, both culturally and linguistically, providing direction to Dr. Webb as Executive Director and the program as a whole.

b. Through Dr. Webb, PLANCTX has access to a diverse population of students who can assist in language and communication needs.

c. Dr. Webb conducts all intakes of new clients. She addresses any language assistance needs at this point.

d. The use of students who are trained to work with this population provides PLANCTX with a rich resource that exceeds the abilities of mere translation.

SECTION III. PROGRAM SERVICES AND DELIVERY

1. a. The first strategy addresses the SAMHSA “emotional” dimension of wellness (SAMHSA, 2020, 8 *Dimensions of Wellness*). PLANCTX contracts with a WRAP® facilitator to provide the formal training to 20 participants. WRAP® is a self-management and recovery system developed by Mary Ellen Copeland, Ph.D. and a group of people who had mental health difficulties and who were struggling to incorporate wellness tools and strategies into their lives. WRAP® is designed to decrease and prevent intrusive or troubling feelings and behaviors, increase personal empowerment, improve quality of life, and assist people in achieving their own life goals and dreams. WRAP® is a structured system to monitor uncomfortable and distressing feelings and behaviors and, through planned responses, reducing, modifying, or eliminating them. It also includes plans for responses from others when you cannot make decisions, take care of yourself, or keep yourself safe. The WRAP® training is a three (3) day event in which participants create their personal WRAP and Crisis Plan. The WRAP® approach is listed in SAMHSA’s National Registry of Evidence-based Programs and Practices and is supported by research using a randomized control group.

Peer-Provided Supports and Services have several benefits: 1) Individuals in Recovery can engage others better due to their personal experience; 2) WRAP® encourages personal responsibility and finding your true identity; 3) WRAP® inspires hope and encourages meeting goals; 4) Peer-Provided Supports and Services offer an opportunity for individuals who are usually on the “receiving end” of services to contribute to the welfare of others (It enhances their feelings of self-worth and dignity); It is strength-based and person-centered! A recent article by Jonathan Martin in *Seattle Times*, entitled *The rare mental-health fixers*, documents the power of “peer bridgers” who help their peers navigate the complicated public mental health system. A contracted Peer Recovery Coach or Certified Peer Specialist coordinates the trainings and subsequent support groups. Using peers to provide recovery support services is well documented in the field of substance use; however, it has also become a best practice providing support to people with mental illness as well (SAMHSA, 2009, *What are Peer Recovery Support Services?* and SAMHSA, 2009, *Research Supporting Recover-Oriented Systems of Care in Guiding Principles and Elements of Recovery-Oriented Systems of Care*).

Attachment B

b. The second strategy addresses the SAMHSA “physical” dimension of wellness. The PLANCTX Proposal addresses recovery by considering both mental growth and physical wellbeing. People with mental illness are at greater risk for physical ailments as well and the life expectancy of people with serious mental illness is 3 – 5 times less ~~than~~ that of the average person (Colton & Manderscheid, 2006). Lasser and colleagues (2000) report that 55% of those with a lifetime of mental illness (59% having mental illness in the last month) smoked (which has been shown to cause physical illnesses). Research shows physical activity improves both the mental and physical health of people with mental illness (Richardson and colleagues, 2005). To reinforce growth and wellness, PLANCTX will provide at least 12 nutritional (grocery shopping, meal preparation, healthy foods) and 25 physical programs (walking group, yoga, aerobic exercise, meditation) to those being served by PLANCTX ~~as well as those with behavioral health issues served by CforR~~. Communities for Recovery have offered space for the provision of the wellness classes. PLANCTX recruits from DACC, PLANCTX, ~~ATC~~Integral Care (IC), Austin Clubhouse and CforR for participants in the Wellness classes. Opening up the classes to a population larger than just the DACC referrals provides the DACC referrals with a larger network of peers working on their roads to recovery.

The Wellness program, is modeled after the successful Solutions for Wellness, listed in the SAMHSA National Registry of Evidence-based Programs and Practices. Education is provided about eating healthy foods and getting physical activity as well as maintaining a healthy lifestyle through ~~decreasing~~improvements in tobacco use, increasing sleep, stress management, and access to health care.

(1) Weight loss and a healthy lifestyle also include physical activity. Richardson et al. (2005) studied physical activity and serious mental illness and wrote that “walking, either in the form of supervised group walks or unsupervised home-based walking, is one of the easiest, safest, and most inexpensive types of exercise to promote.” Further, Terry-McElrath and O’Malley (2011) notes as individuals increased exercise levels throughout early adulthood, the frequency of their use of cigarettes, marijuana and other illicit drugs correspondingly decreased. Therefore, PLANCTX proposes scheduled walks at various places throughout the city with naturalists to provide information on the area. Pedometers will provide instant feedback to the walkers of their accomplishment. Efforts will be made to tap into Austin’s large running and walking community (e.g., Local shoe stores will be approached for providing good, sturdy shoes at a discount or without cost). During the fair weather season, PLANCTX promotes swimming opportunities, bowling, Putt-Putt golf, kite-flying, fishing and other activities that require different levels of movement. Richard et al. (2005) also reports that “the effects of exercise...were similar to those found from other psychotherapeutic interventions.” Therefore, PLANCTX plans to schedule at least ~~3~~4 event per week in which any of the program recipients may attend. It is anticipated that some of the physical fitness programs will be continued after their introduction during the classes. Further, contacts within the yoga community and Jazzercise have expressed interest in serving the target population. Finally, the project has approached a local YMCA for complimentary or discounted memberships. Family partners will work with families on how to support their loved one during the program.

~~(2)~~—Obesity in Austin is considered a pressing health issue (*Community Health Assessment Austin/Travis County, 2012*). McElroy (2009) notes that some of the best medicines treating mental health issues are related to the greatest weight gain, suggesting the implementation of weight loss programs. Therefore, providing programs that address both mental and physical health to an often “overlooked” population of adults and families dealing with mental health, substance use, or co-occurring issues, PLANCTX addresses the nutritional component by providing instruction and information from the book by Dr. Daniel Amen, leading brain expert, *The Brain Healthy Way to Lose Weight and Keep It Off: The Amen Solution*. PLANCTX proposes nutrition classes modeled after Dr. Amen’s 10-week program. Sessions are led by local nutritionists, peers and teachers who have experienced life changes as a result of healthy eating. The group members are encouraged to maintain

Attachment B

weight loss charts that also include a note for the individual's perception of wellbeing. Further, PLANCTX ~~CM provide direct instruction on proposes collaboration with a local Cooking School to provide direct instruction on~~ preparation of easy, tasty, healthy and low-budget meals. PLANCTX assist the clients who are interested in developing gardens to raise some of their own food with the assistance of the Sustainable Food Center that provides organic food gardening, relationships with area farmers, interactive cooking classes and nutrition education, thus increasing access to locally grown food and empowering participants to improve the long-term health of Central Texans and our environment. PLANCTX and the clients have a new community garden plot where they are raising organic vegetable that will be used in our own nutrition and cooking class demonstrations. The fFamily partners will works with the family on how best to support their family member attending the classes.

~~(3)(2) Classes on smoking cessation and Good Chemistry®, a nationally recognized program developed by Dr. Debbie Webb, PLANCTX Executive Director, to address co-occurring mental illnesses and substance use are proposed. The format consists of groups meeting weekly for 9 weeks to learn about the interactions of mental health medications and recreational substances as well as a support group to encourage healthy choices in lifestyles. Approximately 60% of adults with severe mental illness live with their family or are supported primarily by their families. The families or significant others also need to live a healthy lifestyle which includes periodic vacations and breaks.~~

~~(4)2. Classes on smoking cessation and Good Chemistry®, a nationally recognized program developed by Dr. Debbie Webb, PLANCTX Executive Director, to address co-occurring mental illnesses and substance use are ongoingproposed. The format consists of groups meeting weekly for 9 weeks to learn about the negative interactions of mental health medications and non-prescribed alcohol and other drugs of abuse including nicotine, as well as a psycho-educational/group therapy format recreational substances as well as a support group to encourage healthy choices in lifestyles such as non-smoking, non-alcohol and non-other drug-taking. Meanwhile, wellness activities and choices, such as daily medication adherence, ongoing exercise, making all psychiatric appointments, etc. are reinforced. . Approximately 60% of adults with severe mental illness live with their family or are supported primarily by their families. The families or significant others also need to live a healthy lifestyle which includes periodic vacations and breaks.~~

~~2.3. PLANCTX is a small organization and has the capability of developeding a contract with the WRAP® facilitators, so WRAP Training can be secured quickly, as needed, upon receiving a request for another training from the DACC director or designee, within the first month of the grant. Further, the PLANCTX and CforR staff can initiate contact with local community resources within the 180 days.~~

~~3.4. The peer-to-peer support usually occurs on a one-to-one basis, or in a group which may include other peer assistants and/or care managers. The ratio of trained peers or care managers to clients in groups or on outings is 10 to 1, like ACT Teams, to ensure safety and wellbeing of participants. ; however, a trained peer may work with no more than ten at any one time due to the close relationship that is necessary. The on-call case management is provided on a one-to-fifteen basis at any one time because some of the recipients may not need as much support as others on the same caseload.~~

~~4.5. The PLANCTX individual service care plans for each client are created by the client and care managers (and family, if the client wants it). They are updated as clients achieve goals and new goals are added.from PLANCTX or recovery plans through CforR are reviewed regularly between the care manager, the client (and family, as appropriate) to determine if modifications are needed. Consent and referral forms are required for enrollment in PLANCTX srvicees and theya re routinely, proactively obtained by DACC-referring case managers. Additional consents for release of information are utilized, as needed, in order for information to be shared. must be completed to share data between the cooperative agencies. PLANCTX is the recipient of~~

Attachment B

~~referrals from the cooperative agencies. The referrals include all data needed to enroll the individual in the project.~~

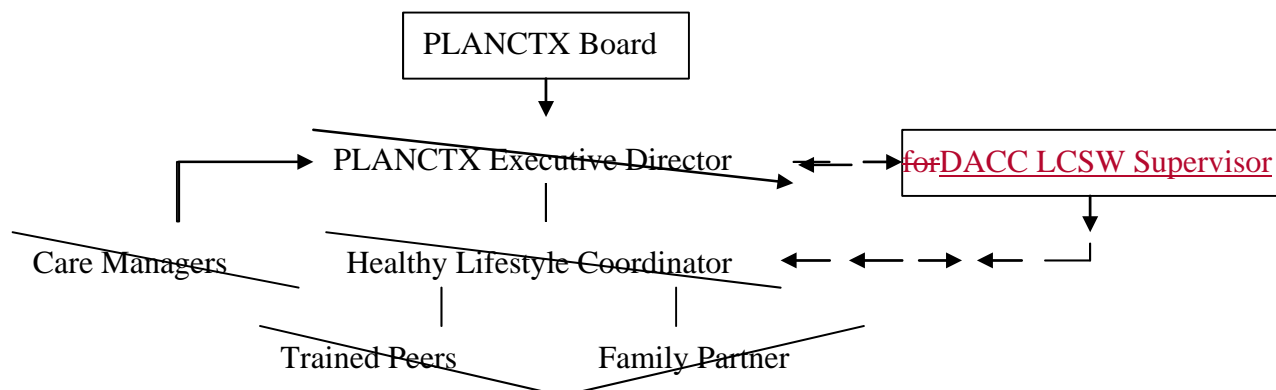
~~5. Most~~ PLANCTX Care Managers have ~~a~~ Master's degrees ~~and several~~ ~~and over 10~~ years experience with PLANCTX. They develop ~~a~~ customized care plans ~~with the clients~~ and include families, if/when available and as appropriate. ~~y, as appropriate.~~ Supports provided include assistance with acquiring public benefits, housing, employment, client and family illness psychoeducation, healthy lifestyle, relationships, budgeting, and respite. PLANCTX offers social activities, family therapy, individual therapy/life coaching, and certified peer assistance as well as therapy/support groups for family members. ~~The CforR Peer Recovery Coaches receive 46 hours of training prior to becoming a Peer Recovery Coach. A Peer Recovery Coach is a specially trained peer who acts as a mentor and guide for those seeking or sustaining recovery. Through the process of coaching, a Peer Recovery Coach promotes recovery by helping a recoveree to remove barriers, connect to the recovery community and engage in supportive services.~~ PLANCTX Peer Assistants receive bi-monthly, ongoing trainings from our CM staff. Some have advanced Certified Peer Specialist I and II certifications and annual CPS trainings. ~~the 3-day training prior to providing peer recovery support services. Some have advanced Certified Peer Specialist training.~~

SECTION IV. SYSTEM FOR COLLECTING AND REPORTING PROGRAM DATA

1. PLANCTX is a nonprofit which offers grant and subcontract paid for services for those unable to pay for their services, cost share services for those who can pay some, and which also provides on a fee-for-service for those who are able to pay. ~~but provides services on a fee-for-service basis for those who are able to pay.~~ Currently, services are recorded on an electronic Excel form and transferred into QuickBooks for invoicing as well as collected on hard copy progress notes. Data management and reporting have been part of several grants we have received (e.g., Methodist Healthcare Ministries; Episcopal Health Foundation). ~~However, plans are in place to implement an electronic record system during the next year, prior to the start of this grant period. Data management and reporting have been part of several grants we have received (e.g., Methodist Healthcare Ministries).~~ The Executive Director has experience in research, data collection and publication having been the Director of Behavioral Health Services for her last four years of work at ~~at~~ ATCHIntegral Care for most of her 39 years of experience in the field before coming to PLANCTX, and she teaches research methods at the University of Texas at Austin School of Social Work. The PLANCTX Board reviews program and financial data monthly (which reflects the service delivery) and makes recommendations to the Executive Director regarding adjustments. ~~PLANCTX does not have experience with the Homeless Management Information System, but is willing to implement it upon grant receipt.~~

2. The current data are generated by the person providing services, ~~in the form of an electronic reporting system; thus, avoiding mistakes.~~ The Whole-Health and Wellness Peer Assistance program is administered by a team of CM serving as the Healthy Lifestyle Coordinators, under the supervision of the PLANCTX Executive Director, and assisted as needed, Peer Assistants and Therapists. The PLANCTX Executive Director also serves as the Clinical Director who delivers services oversight, and the Team of PLANCTX CM interface on a monthly and sometimes up to daily basis, as needed, with any and all city designated managers and the DACC LCSW supervisor to ensure good collaboration and sound practice of services. ~~The Healthy Lifestyle Coordinator is responsible for the interface with the City-designated manager and supervises the provision of peer recovery support services by trained peers as well as the Family Partner.~~

Attachment B



SECTION V. PERFORMANCE MEASURES

OUTPUT #1	1 st 12-month	2 nd 12-month (include rollover)	3 rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Unduplicated count of individuals provided services through this funding based on enrollment records	20	20	25 0	55 0
Must serve a minimum of 20 clients in program each year	20	20	25 0	65 0

OUTCOME #1	1 st 12-month	2 nd 12-month (include rollover)	3 rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Number of unduplicated clients who completed service(s) provided based on training & services records	15	16	17 20	47 50
Percentage of clients served who remain in DACC program	25%	20%	15%	20%

OUTCOME #2	1 st 12month	2 nd 12-month (include rollover)	3 rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)

~~Mailing Address: P. O. Box 4755, Austin, TX 78765-4755 • Physical Location: Austin State Hospital, 4110 Guadalupe, Bldg. 781, Ste. 410, Austin, TX 78751~~

Tel: 512-851-0901 • Fax: 512-535-4193 • Email: info@planctx.org • Website: www.planctx.org Non Profit IRS 501 (c) (3)

Attachment B

Number of unduplicated clients maintaining housing for 3 months as in individual records	20	20	25 0	65 0
Percentage of clients served making progress on housing	100%	100%	100%	100%

OUTCOME #3	1 st 12-month	2 nd 12-month (include rollover)	3 rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Number of people making progress on the WRAP plan <u>or</u> <u>their PLANCTX Care Planas</u> <u>documented on plan & reported</u>	15	16	17-22	52 47
Percentage of clients making progress on WRAP plan <u>or on</u> <u>their PLANCTX Care Plan</u>	75%	80%	88 5%	81 0%

OUTCOME #4	1 st 12-month	2 nd 12-month (include rollover)	3 rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Number of unduplicated clients who received case management based on individual records & case manager reports	20	20	25 0	65 0
Percentage of clients served who received case management	100%	100%	100%	100%

OUTCOME #5	1 st 12-month	2 nd 12-month (include rollover)	3 rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Number of unduplicated clients reporting improvement in healthy lifestyle on self report on yearend survey	16	16	16-20	48-52
Percentage of clients served reporting healthy eating	80%	80%	80%	80%

—Mailing Address: P. O. Box 4755, Austin, TX 78765-4755 • Physical Location: Austin State Hospital, 4110 Guadalupe, Bldg. 781, Ste. 410, Austin, TX 78751

Tel: 512-851-0901 • Fax: 512-535-4193 • Email: info@planctx.org • Website: www.planctx.org Non Profit IRS 501 (c) (3)

SECTION VI. PROGRAM EVALUATION

1. Having the ability to respond on a 24/7 basis expands the capability of the case management to clients of DACC. Also, having the resources to engage the family (as appropriate) to support the client is a plus. Lastly, peer reporting of progress provides encouragement and incentive.
2. Using peers to engage the DACC referrals is a powerful incentive to remain in service, whether it is housing or case management or both. Also, developing a WRAP®, or PLANCTX Care Plan includes developing specific steps for difficult situations that may result in dropping out.

SECTION VII. COLLABORATION AND COMMUNITY PLANNING ACTIVITIES

1. PLANCTX coordinates with NAMI Austin (National Alliance on Mental Illness), NAMI Texas, Integratl CareATCIC, and other local public and private mental health practitioners for referrals. PLANCTX helps individuals (and their families, if/when involved) navigate the system during crisis situations, accessing Integral CareATCIC Psychiatric Emergency Services, PES Mobile Crisis Outreach Team (MCOT), Brackenridge Hospital Psychiatric ER, APD Crisis Intervention (CIT) and/or the Travis County Sherriff's Office CIT.
2. PLANCTX has provided case management services to Integral CareATCIC clients transitioning out of service under a Meadows Foundation grant and to Foundation Communities clients served under a multiple-year SAMHSA grant. PLANCTX makes monthly presentations to the NAMI Family education meetings, as requested, hands out brochures at each meeting and our brochures are contained in every Austin Family-to-Family notebook NAMI-Austin gives out to all attendees. PLANCTX collaborates with CforR, plus PLANCTX offers weekly Good Chemistry group to adults with mental illness(es), substance use disorders, or co-occurring or multiple disorders, as well as collaborating and coordinating services for clients with various local inpatient and intensive outpatient treatment facilities. PLANCTX collaborates with other Methodist Healthcare Ministries (MHM) providers in this area such as Wesley Nurses in various Austin locations and DACC clients benefit from this partnership groups and sought the collaboration with CforR to address the needs of adults with mental illness, substance use or co-occurring conditions.
3. Through consultation with ATCIC, PLANCTX learned that WRAP® training was not available outside of the community mental health systemMHMR-system, nor was the prevention activities. That is why PLANCTX offers WRAP training as requested by our partners at DACC. sought this proposal to expand the availability for community clients.
4. Members of the PLANCTX Board participate actively on the ATCIC Planning and Network Committee, providing input for the ATCIC budget and strategic planning as well as their involvement with Central Health and community planning.
5. Several PLANCTX Board members are also members of the National Alliance on Mental Illness, Austin chapter. Another PLANCTX Board member is involved in the Downtown Cluster of Congregations, Trinity Center and Social Service Agencies (Walnut Creek Project) and League of Women Voters (AISD School Conversations, Rundberg project).

SECTION VIII. OVERALL EVALUATION FACTORS REGARDING OFFEROR

1. PLANCTX has met the requirements for grants received from Arnold Foundation (12), Austin Area Home Council (1), Austin Community Foundation (3), Eli-Lilly (4), Janssen Pharmaceuticals (5), Hogg Foundation (1), LCRA Employee's United Charities (7), Lola Wright Foundation (2), Meadows Foundation (1), Methodist Healthcare Ministries (42), Robert V. and Benjamin G. Miller Fund (3), Pfizer (1), Seawell-Elam

Attachment B

Foundation (4), Spencer Charitable Trust (4), St. David's Community Health (3), Tocker Foundation (1), and subcontractee with Foundation Communities (3) for SAMHSA grant.

2. PLANCTX has worked with adults with severe mental illnesses and their families for the last 2012 years, providing primarily supports and services via care management services, as well as peer supports, and therapy. Approximately one third to one half of the adults we serve also have one or more substance use disorders. Many of our clients have had ~~Some of the adults we have served had substance use; some of them had some kind of~~ involvement with the criminal justice system. Several have been literally or ; and some have been homelessmarginally homeless. PLANCTX also provides psychoeducational groups, therapy, life coaching and social opportunities for the adults and their families.

SECTION IX. BUDGET INFORMATION

1. Peer to peer service: The time length of contact (i.e., each session) is based on a mutual agreement between the individual and the peer. Fees are based on hourly contact at \$35 per hour plus mileage at \$.50 per mile.
2. On-call care management service: The time length of contact (i.e., each session) is based on a mutual agreement between the individual and the care manager. Fees are based on hourly contact at \$850 per hour plus travel time of \$25 per hour, plus mileage at \$.50 per mile.
3. NA
4. Life Skills training: This service is primarily provided one-to-one by either a care manager (see #2) or a peer (see #3).

SECTION X. LOCAL BUSINESS PRESENCE

Both PLANCTX, Inc and Communities for Recovery have their administrative offices in Austin.

Budget Proposal

LINE ITEM	AMOUNT
-----------	--------

Attachment B

Salaries:	
Executive Director (10% of 1 FTE ^{¾ time}) – coordination & supervision	\$ 6,270 ^{4,500}
Healthy Lifestyle Coordinator – scheduling, arranging for speakers/activities, oversight of activity, etc. (40 hr/mo X \$25/hr X 12) + 6 hours of training (\$25 X 6)	\$12,150
Peer Assistants – works with other peers to encourage hope, growth & self sufficiency (20 hr service X \$35/hr X 20 people)	\$ 14,000 ^{13,125}
Care Managers <u>including Healthy Lifestyle Coordination</u> – works with clients on housing, benefits, daily living skills (\$ 85 ⁵⁰ /hr X 1026 hr/client X 25 ⁹)	\$ 16,000 ^{55,250}
Family Partner – works with families to support their family member (\$20/hr X 10 hr/family X 20 families)	\$ 8500,000
Office Manager Peer Assistant – scheduling, reporting, notifications, recordkeeping (20 hrs X \$9/hr)	\$180
	\$ 54,830 ^{75,145}
Subtotal	\$ 6,012 ^{4,386}
8% Employer Paid Payroll Taxes	
Personnel Total	\$81,157^{59,216}
Consultants	
2 consultants (\$600/da X 3 da X 2) - WRAP® facilitators: <u>only as requested by DACC (PRN)</u>	\$ 3,600 ⁰
Consultants Total	\$ 3,600⁰
Staff Travel	
1000 ^{421.5} miles X \$.50/mi.	\$ 2,843 ⁵⁰⁰
Staff Travel Total	\$ 500^{2,843}
Food/Beverage	
\$10/person X 3 days X 20 people	\$ 600 ⁰
Food/Beverage Total	\$ 600⁰

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General Operating Expenses	
WRAP® Training Supplies:	
<i>Booklets: \$10 X 20</i>	\$200 <u>0</u>
<i>3 ring binder of WRAP® Story \$20 X 20</i>	\$0400
<i>Flip Charts & Markers: \$40</i>	\$ 400
<i>Peer Support and Whole Health</i>	
<i>Resiliency: \$3.20 (copying cost) X 20</i>	\$ 064
Recreation fees (bowling, fishing, putt-putt)	\$600
Fitness Scholarships \$215 X 205 clients X 12 months	\$5004,500
Pedometers (\$25 X 20) that provide immediate feedback for walking or running	\$500
Office supplies and Bus ID cards, printing, telecommunications, HMIS license & tool (\$690)	\$1,5002994
General Expenses Total	\$2,994<u>8,843</u>
GRAND TOTAL	\$66,910<u>90,000</u>

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NA1400000134 History

08/28/14 – RCA #67 approved \$310,000 for Planned Living Assistance and Caritas combined, \$66,910 for Planned Living, and \$243,090 for Caritas (based on cost proposals in the RFP)

09/30/14 – MA entered into AIMS with NTE of \$310,000 for Planned Living Assistance only (Caritas didn't sign their contract)

06/18/15 – RCA #62 approved combined \$304,058 for Front Steps and A New Entry (\$210,000 for Front Steps, \$94,058 for A New Entry based on cost proposals in the RFP)

08/25/15 – MA modified, added Front Steps with NTE of \$35,000 and A New Entry with NTE of \$15,676 (two months of funding per vendor, ex. Front Steps: $\$210,000 / 12 \text{ months} = \$17,500 \times 2 \text{ months} = \$35,000$)

10/02/15 – Amendment 1, Extension Option 1: \$66,910 added to NTE for Planned Living Assistance, \$210,000 for Front Steps, and \$94,058 for A New Entry

12/14/15 – Amendment 2, revised contract language

09/29/16 – Amendment 3, Extension Option 2: \$66,910 added to NTE for Planned Living Assistance, \$210,000 for Front Steps, and \$94,058 for A New Entry

VENDOR	RCA 67	RCA 62	EXT. OPT. 1	EXT. OPT. 2
Planned Assistance	\$66,910	N/A	\$66,910	\$66,910
Front Steps	N/A	\$35,000	\$210,000	\$210,000
A New Entry	N/A	\$15,676	\$94,058	\$94,058
TOTAL	\$66,910	\$50,676	\$370,968	\$370,968
GRAND TOTAL	\$66,910	\$117,586	\$488,554	\$859,522



Amendment No.5
of
Contract No. NA140000134
for
Temporary Housing, Peer to Peer Support and Life Skills Training
between
A New Entry, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the third extension option for the contract listed above. The extension option is effective September 30, 2017 and there are two remaining options.
- 2.0 The total contract amount is increased by \$94,058 for the extension option. The total Contract authorization for A New Entry, Inc. is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/10/15 – 09/29/15	\$15,676.00	\$15,676.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$94,058.00	\$109,734.00
Amendment No. 2: Revise Contract Language 12/14/15	\$0.00	\$109,734.00
Amendment No. 3: Option 2 09/30/16 – 09/29/17	\$94,058.00	\$203,792.00
Amendment No. 4: Revise Contract Language 10/14/2016	\$0.00	\$203,792.00
Amendment No. 5: Option 3 09/30/17 – 09/29/18; Append with Exhibits B, C, D, and E	\$94,058.00	\$297,850.00

- 3.0 The Contract is hereby amended to add the following:
- 3.1 Exhibit B – Supplemental Agency Requirements
 - 3.2 Exhibit C – Business Associate Agreement
 - 3.3 Exhibit D – Performance Measures – Outputs
 - 3.4 Exhibit E – Program Budget and Narrative
- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Amendment No.5
of
Contract No. NA140000134
for
Temporary Housing, Peer to Peer Support and Life Skills Training
between
A New Entry, Inc.
and the
City of Austin

Signature and Date:

Printed Name:

Authorized Representative
A New Entry, Inc.
6633 Highway 290 East
Austin, TX 78723

Signature and Date:

Erin D Vincent
Procurement Specialist IV
City of Austin
Purchasing Office



Amendment No. 5
of
Contract No. NA140000134
for
Temporary Housing Services, Peer-to-Peer Support, and Life Skills Training
between
Front Steps, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option number 3 for the subject contract. This extension option will be effective September 30, 2017 and there is one remaining extension option.
- 2.0 The total contract amount is increased by \$210,000 for the extension option period. The total Contract authorization for Front Steps, Inc. is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/03/15 – 09/29/15	\$35,000.00	\$35,000.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$210,000.00	\$210,000.00
Amendment No. 2: Revise Contract Language 12/14/15	\$0.00	\$245,000.00
Amendment No. 3: Option 2 09/30/16 – 09/29/17	\$210,000.00	\$455,000.00
Amendment No. 4: Revise Contract Language 10/18/2016	\$0.00	\$455,000.00
Amendment No. 5: Option 3 09/30/17 – 09/29/18; Add Exhibits B, C, D, and E	\$210,000.00	\$665,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: *Michelle Gibbs* 9/27/17

Printed Name: Michelle Gibbs

Authorized Representative
Front Steps, Inc.
P.O. Box 684519
Austin, TX 78768

Signature and Date: *Erin D'Vincent* 9.27.17

Erin D'Vincent, Procurement Specialist IV
City of Austin
Purchasing Office



Amendment No. 4
to
Contract No. NA140000134
for
One-to-One Life Skill Training, On-Call Case Management Support and Client Peer-to-Peer
Support
Between
Planned Living Assistance Network of Central Texas, Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows:

1.1 Paragraph 1.6.2 is replaced in its entirety with the following:

The City and the Contractor shall discuss and mutually agree upon the DACC clients referred to the Contractor during the term of the contract. DACC may suggest updates to required performance and reporting measures to be in all reports submitted by the Contractor subject to approval by the City. Any additional performance or reporting measures shall be subject to a formal amendment to the Contract.

1.2 Paragraph 1.6.6 is replaced in its entirety with the following:

The City's designated Contract Manager is: Pete Valdez. The City's Contract Manager will be responsible for monitoring the Contractor's performance. The City's Contract Manager will:

- Meet with the Contractor at least monthly to review any operational issues or services to be rendered under this Contract
- Serve as the primary point of contact for this Contract. Contractor shall submit all correspondence relating to this Contract to the City's Contract Manager or, in his absence, his designee. Contractor retains the option to contact the City's Departmental Director for resolution of issues related to this Contract.
- Within ten (10) days of receipt, review all written reports submitted by Contractor for a determination of whether such reports comply with the terms of this Contract. The City's Contract Manager may return a report to Contractor for revision until such time as the report is acceptable to the City.

1.3 Section 1.6.7 of the Contract is replaced in its entirety with the following:

The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to

audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of five (5) years after the final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by such audit.

The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

Should Contractor assert a legal privilege in disclosing the information subject to audit, Contractor shall provide City with an appropriate non-disclosure form and/or redact any personally identifiable information in such a way as to not obstruct the City's right to audit.

1.4 Section 1.6.8.1 is replaced in its entirety with the following:

The Contractor shall submit invoices in accordance with terms set forth Item 12, Section 0300 of the Solicitation. Invoices must be submitted on or before the 25th of each month for services provided in the preceding month. The City may withhold payment in accordance with terms set forth in item 13, Section 0300 of the Solicitation. Any performance measures that are not equitable to expenditure rates or any contract reports not submitted to DACC as required in Section 0500 of the Solicitation is subject to payment being withheld.

1.5 Section 1.6.9 is replaced in its entirety with the following:

The Contractor shall be required to attend DACC Advisory Commission meetings. The City will provide the Contractor written notice at least ten (10) days in advance of any meeting.

2.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Deborah K. Webb, Ph.D., LCSW, LRC, LDC 10/11/16

Printed Name: Deborah K. Webb, Ph.D.
Authorized Representative

Signature & Date:

Linell Goodin-Brown 10-18-16
Linell Goodin-Brown
City of Austin Purchasing Office
Contract Compliance Supervisor

Planned Living Assistance Network
Of Central Texas, Inc.
4110 Guadalupe, Building 781, Suite 410
Austin, Texas 78751



Amendment No. 4
to
Contract No. NA140000134
for
Temporary Housing Services, Peer to Peer Support, and Life Skills Training
between
A New Entry, Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows:

1.1 Paragraph 1.6.1 is replaced in its entirety with the following:

The City and the Contractor shall discuss and mutually agree upon the DACC clients referred to the Contractor during the term of the contract. DACC may suggest updates to required performance and reporting measures to be in all reports submitted by the Contractor subject to approval by the City. Any additional performance or reporting measures shall be subject to a formal amendment to the Contract.

1.2 Paragraph 1.8.1 is replaced in its entirety with the following:

The City's designated Contract Manager is: Pete Valdez. The City's Contract Manager will be responsible for monitoring the Contractor's performance. The City's Contract Manager will:

- Meet with the Contractor at least monthly to review any operational issues or services to be rendered under this Contract
- Serve as the primary point of contact for this Contract. Contractor shall submit all correspondence relating to this Contract to the City's Contract Manager or, in his absence, his designee. Contractor retains the option to contact the City's Departmental Director for resolution of issues related to this Contract.
- Within ten (10) days of receipt, review all written reports submitted by Contractor for a determination of whether such reports comply with the terms of this Contract. The City's Contract Manager may return a report to Contractor for revision until such time as the report is acceptable to the City.

1.3 Section 1.10.1 is replaced in its entirety with the following:

The Contractor shall submit invoices in accordance with terms set forth Item 12, Section 0300 of the Solicitation. Invoices must be submitted on or before the 25th of each month for services provided in the preceding month. The City may withhold

payment in accordance with terms set forth in item 13, Section 0300 of the Solicitation. Any performance measures that are not equitable to expenditure rates or any contract reports not submitted to DACC as required in Section 0500 of the Solicitation is subject to payment being withheld.

1.4 Section 1.11 is replaced in its entirety with the following:

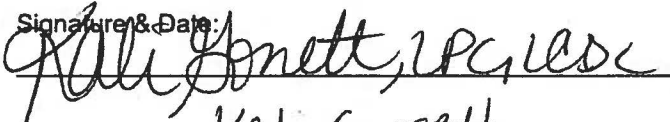
The Contractor shall be required to attend DACC Advisory Commission meetings. The City will provide the Contractor written notice at least ten (10) days in advance of any meeting.

2.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name:

Kali Gossett

Authorized Representative

Signature & Date:



Linell Goodin-Brown
City of Austin Purchasing Office
Contract Compliance Supervisor

10-14-12

A New Entry, Inc.
6633 Highway 290 East
Austin, Texas 78723



Amendment No. 4
to
Contract No. NA140000134
for
Temporary Housing Services, Peer to Peer Support, On-Call Case Management and
Life Skills Training
between
Front Steps, Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows:

1.1 Paragraph 1.6.2 is replaced in its entirety with the following:

The City and the Contractor shall discuss and mutually agree upon the DACC clients referred to the Contractor during the term of the contract. DACC may suggest updates to required performance and reporting measures to be in all reports submitted by the Contractor subject to approval by the City. Any additional performance or reporting measures shall be subject to a formal amendment to the Contract.

1.2 Paragraph 1.8.1 is replaced in its entirety with the following:

The City's designated Contract Manager is: Pete Valdez. The City's Contract Manager will be responsible for monitoring the Contractor's performance. The City's Contract Manager will:

- Meet with the Contractor at least monthly to review any operational issues or services to be rendered under this Contract
- Serve as the primary point of contact for this Contract. Contractor shall submit all correspondence relating to this Contract to the City's Contract Manager or, in his absence, his designee. Contractor retains the option to contact the City's Departmental Director for resolution of issues related to this Contract.
- Within ten (10) days of receipt, review all written reports submitted by Contractor for a determination of whether such reports comply with the terms of this Contract. The City's Contract Manager may return a report to Contractor for revision until such time as the report is acceptable to the City.

1.3 Section 1.10.1 is replaced in its entirety with the following:

The Contractor shall submit invoices in accordance with terms set forth Item 12, Section 0300 of the Solicitation. Invoices must be submitted on or before the 25th of each month for services provided in the preceding month. The City may withhold payment in accordance with terms set forth in item 13, Section 0300 of the

Solicitation. Any performance measures that are not equitable to expenditure rates or any contract reports not submitted to DACC as required in Section 0500 of the Solicitation is subject to payment being withheld.

1.4 Section 1.11 is replaced in its entirety with the following:

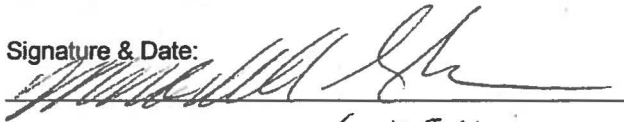
The Contractor shall be required to attend DACC Advisory Commission meetings. The City will provide the Contractor written notice at least ten (10) days in advance of any meeting.

2.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

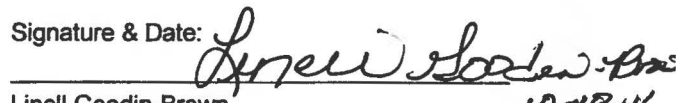
BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name: Mitchell Gibbs
Authorized Representative

Signature & Date:


10-18-16
Linell Goodin-Brown
City of Austin Purchasing Office
Contract Compliance Supervisor

Front Steps, Inc.
P.O. Box 684519
Austin, Texas 78768



Amendment No. 3
of
Contract No. NA140000134
for
Social Service Enhancement
between
Planned Living Assistance Network of Central Texas
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 29, 2016 to September 30, 2017 and there are two remaining options.
- 2.0 The total contract amount is increased by \$66,910.00 for the extension option period. This Contract is shared between multiple contractors. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/30/14 – 09/29/15	\$66,910.00	\$66,910.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$66,910.00	\$133,820.00
Amendment No. 2: Revise Contract Language 12/14/15	\$0.00	\$0.00
Amendment No. 3: Option 2 09/30/16 – 09/29/17	\$66,910.00	\$200,730.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: *Deborah K. Webb, Ph.D. 09/29/16*
Printed Name: *Deborah K. Webb, Ph.D.*
Authorized Representative *Executive Director*

Signature and Date: *Linell Goodin-Brown 9-26-16*
Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

Planned Living Assistance Network of Central Texas
4110 Guadalupe, Bld 781, Ste. 410
Austin, Texas 78751

Amendment No. 3
of
Contract No. NA140000134
for
Temporary Housing Services, Peer to Peer Support,
and Life Skills Training
between
A New Entry, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 29, 2016 to September 30, 2017 and there are two remaining options.
- 2.0 The total contract amount is increased by \$94,058.00 for the extension option period. This Contract is shared between multiple contractors. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/10/15 – 09/29/15	\$15,676.00	\$15,676.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$94,058.00	\$109,734.00
Amendment No. 2: Revise Contract Language 12/14/15	\$0.00	\$109,734.00
Amendment No. 3: Option 2 09/30/16 – 09/29/17	\$94,058.00	\$203,792.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:

Authorized Representative Peter Daniels

Signature and Date:

Linell Goodin-Brown, Contract Compliance Supervisor

City of Austin

Purchasing Office

9-29-16

A New Entry, Inc.
6633 Highway 290 East
Austin, Texas 78723



Amendment No. 3
of
Contract No. NA140000134
for
Temporary Housing Services, Peer to Peer Support,
and Life Skills Training
between
Front Steps, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 30, 2016 to September 29, 2017 and there are two remaining options.
- 2.0 The total contract amount is increased by \$210,000.00 for the extension option period. This Contract is shared between multiple contractors. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/03/15 – 09/29/15	\$35,000.00	\$35,000.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$210,000.00	\$245,000.00
Amendment No 2: Revise Contract Language 12/14/15	\$0.00	\$245,000.00
Amendment No. 3: Option 2 09/30/16 – 09/29/17	\$210,000.00	\$455,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:

Authorized Representative

[Signature]
Mitchell Gibbs

Signature and Date:

Linell Goodin-Brown, Contract Compliance Supervisor

City of Austin

Purchasing Office

[Signature]
9-29-16

Front Steps, Inc.
PO Box 684519
Austin, Texas 78768



Amendment No. 2
to
Contract No. NA140000134
for
One-to-One Life Skill Training, On-Call Case Management Support and Client Peer-to-Peer
Support
between
Planned Living Assistance Network of Central Texas, Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows:

1.1 Paragraph 1.6.2 is replaced in its entirety with the following:

The City and the Contractor shall discuss and mutually agree upon the DACC clients referred to the Contractor during the initial Contract term. DACC may update required performance and reporting measures to be in all reports submitted by the Contractor. Any additional measures will be amended into the Contract.

1.2 The below language is added to the Contract after Paragraph 1.6.4:

1.6.5 Inspection of Premises. The City has the right to enter Contractor's work facilities and premises during regular work hours (8 am – 5 pm Monday through Friday, excluding holidays), and the Contractor agrees to facilitate a review of the facilities upon request by City.

1.6.6 Designation of Contract Managers. The City's Contract Manager is Ricardo Zavala, and shall be responsible for oversight and monitoring of Contractor's performance. The City's Contract Manager:

- may meet with the Contractor to discuss any operational issues or the status of the services or work to be performed,
- is the only point of contact for this contract. Contractor must submit all communications in regards to this contract directly to the Contract Manager and may not contact any other City staff without the Contract Manager approval,
- shall promptly review all written reports submitted by the Contractor, determine whether the reports comply with the terms of this Agreement, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information; and

- has the authority to approve or deny any submitted reports, invoices or Contractor documents to ensure all aspects are fulfilled in accordance to this Contract.

1.6.7 Accessibility of Records. The Contractor shall give the City access to and the right to examine all books, personnel files, accounts, records, reports, files, (including all client files) and other papers, things, or property belonging to or in use by the Contractor pertaining to this Contract. Such rights to access shall continue as long as the records are retained by the Contractor and in any event, not less than five (5) years after the expiration or termination of this Contract. The Contractor agrees to maintain such records in an accessible location. The Contractor shall include the requirement of this section in all subcontracts, and all agreements or arrangements whereby services are secured in furtherance of the Contractor's performance of this Contract. If the Contractor asserts that it cannot legally provide the City with access to client identifying information, the Contractor shall provide the City with citation to the law which prohibits disclosure of client information. Upon request by the City, the Contractor agrees to supply information, reports, and any other documents used to evaluate and provide services to DACC clients in the time requested. The Contractor also agrees to mask client identifying information in a way that will not obstruct the City's monitoring or audit activities.

1.6.8 Performance and Financial Terms.

1.6.8.1 The Contractor shall submit invoices and any required performance or reporting measures to the City on or before the 25th of the month for services provided during the preceding month. The City may withhold payment due to late, incomplete, inaccurate invoices, performance measures not equitable to expenditure rates, and for all other contract reports due to DACC.

1.6.8.2 DACC may require this Contractor to complete, utilize, adhere to, and/or comply with the following documents and forms attached hereto as Exhibit A: Signature Authority Designation, Monthly Performance Reporting and Reporting Measures, Payment Request, Expenditure Report, Satisfaction Survey, Client Compliant Form, Fund Shift, Plan Change, Provider List, Inventory Report, No Referral Form, Monthly Programmatic Calendar, Budget, Board Certification of Audit, Corrective Action Plan, Meeting and Monitoring Schedule, DACC Referral Form, Referral Summary, Budget Narrative, Criminal Background Consideration Form, Administrative and Fiscal Review (AFR) and other DACC documents provided by the City Contract Manager.

1.6.9 Community Planning. The Contractor may be required to attend DACC Advisory Commission meetings upon advanced notice from the City.

2.0 The total Contract amount is increased by \$0. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/30/14 - 09/29/15	\$66,910.00	\$66,910.00
Amendment No. 1: Option 1 09/30/15 - 09/29/16	\$66,910.00	\$133,820.00
Amendment No. 2: Revise Contract Language	\$0.00	\$133,820.00

3.0 MBE/WBE goals were not established for this contract.


4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Signature & Date:

 *Ph.D. LCSW, LPC, LCDC*
Printed Name: Deborah K. Webb, Ph.D. LCSW
Authorized Representative *LPC, LCDC*

 *12/19/15*

Executive Director 12/14/15
Planned Living Assistance Network of Central Texas,
Inc.

City of Austin Purchasing Office

4110 Guadalupe, Building 781, Suite 410
Austin, Texas 78751



**Amendment No. 2
to
Contract No. NA140000134
for
Temporary Housing Services, Peer to Peer Support, and Life Skills Training
between
A New Entry, Inc.
and the
City of Austin**

1.0 The Contract is hereby amended as follows:

1.1 Paragraph 1.6.1 is replaced in its entirety with the following:

The City and the Contractor shall discuss and mutually agree upon the DACC clients referred to the Contractor during the initial Contract term. DACC may update required performance and reporting measures to be in all reports submitted by the Contractor. Any additional measures will be amended into the Contract.

1.2 Paragraph 1.8.1 is replaced in its entirety with the following:

The City's Contract Manager is Ricardo Zavala, and shall be responsible for oversight and monitoring of Contractor's performance. The City's Contract Manager:

- may meet with the Contractor to discuss any operational issues or the status of the services or work to be performed,
- is the only point of contact for this contract. Contractor must submit all communications in regards to this contract directly to the Contract Manager and may not contact any other City staff without the Contract Manager approval,
- shall promptly review all written reports submitted by the Contractor, determine whether the reports comply with the terms of this Agreement, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information; and
- has the authority to approve or deny any submitted reports, invoices or Contractor documents to ensure all aspects are fulfilled in accordance to this Contract.

1.3 Paragraph 1.10.1 is replaced in its entirety with the following:

The Contractor shall submit invoices and any required performance or reporting measures to the City on or before the 25th of the month for services provided during the preceding month. The City may withhold payment due to late,

incomplete, inaccurate invoices, performance measures not equitable to expenditure rates, and for all other contract reports due to DACC.

1.4 Paragraph 1.10.3 is replaced in its entirety with the following:

DACC may require this Contractor to complete, utilize, adhere to, and/or comply with the following documents and forms attached hereto as Exhibit A: Signature Authority Designation, Monthly Performance Reporting and Reporting Measures, , Payment Request, Expenditure Report, Satisfaction Survey, Client Compliant Form, Fund Shift, Plan Change, Provider List, Inventory Report, No Referral Form, Monthly Programmatic Calendar, Budget, Board Certification of Audit, Corrective Action Plan, Meeting and Monitoring Schedule, DACC Referral Form, Referral Summary, Budget Narrative, Criminal Background Consideration Form, Administrative and Fiscal Review (AFR) and other DACC documents provided by the City Contract Manager.

1.4.1 **Community Planning.** The Contractor may be required to attend DACC Advisory Commission meetings upon advanced notice from the City.

2.0 The total Contract amount is increased by \$0. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 08/10/15 - 09/29/15	\$15,676.00	\$15,676.00
Amendment No. 1: Option 1 09/30/15 - 09/29/16	\$94,058.00	\$109,734.00
Amendment No. 2: Revise Contract Language	\$0.00	\$109,734.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name: Debra M. Crovo, LCOC
Authorized Representative

12/2/15

Signature & Date:

 12/2/15

City of Austin Purchasing Office

A New Entry, Inc.
6633 Highway 290 East
Austin, Texas 78723



Amendment No. 2
to
Contract No. NA140000134
for
Temporary Housing Services, Peer to Peer Support, On-Call Case Management and Life Skills
Training
between
Front Steps, Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows:

1.1 Paragraph 1.6.2 is replaced in its entirety with the following:

The City and the Contractor shall discuss and mutually agree upon the DACC clients referred to the Contractor during the initial Contract term. DACC may update required performance and reporting measures to be in all reports submitted by the Contractor. Any additional measures will be amended into the Contract.

1.2 Paragraph 1.8.1 is replaced in its entirety with the following:

The City's Contract Manager is Ricardo Zavala, and shall be responsible for oversight and monitoring of Contractor's performance. The City's Contract Manager:

- may meet with the Contractor to discuss any operational issues or the status of the services or work to be performed,
- is the only point of contact for this contract. Contractor must submit all communications in regards to this contract directly to the Contract Manager and may not contact any other City staff without the Contract Manager approval,
- shall promptly review all written reports submitted by the Contractor, determine whether the reports comply with the terms of this Agreement, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information; and
- has the authority to approve or deny any submitted reports, invoices or Contractor documents to ensure all aspects are fulfilled in accordance to this Contract.

1.3 Paragraph 1.10.1 is replaced in its entirety with the following:

The Contractor shall submit invoices and any required performance or reporting measures to the City on or before the 25th of the month for services provided

during the preceding month. The City may withhold payment due to late, incomplete, inaccurate invoices, performance measures not equitable to expenditure rates, and for all other contract reports due to DACC.

1.4 Paragraph 1.10.3 is replaced in its entirety with the following:

DACC may require this Contractor to complete, utilize, adhere to, and/or comply with the following documents and forms attached hereto as Exhibit A: Signature Authority Designation, Monthly Performance Reporting and Reporting Measures, , Payment Request, Expenditure Report, Satisfaction Survey, Client Compliant Form, Fund Shift, Plan Change, Provider List, Inventory Report, No Referral Form, Monthly Programmatic Calendar, Budget, Board Certification of Audit, Corrective Action Plan, Meeting and Monitoring Schedule, DACC Referral Form, Referral Summary, Budget Narrative, Criminal Background Consideration Form, Administrative and Fiscal Review (AFR) and other DACC documents provided by the City Contract Manager.

1.4.1 **Community Planning.** The Contractor may be required to attend DACC Advisory Commission meetings upon advanced notice from the City.

2.0 The total Contract amount is increased by \$0. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 08/03/15 - 09/29/15	\$35,000.00	\$35,000.00
Amendment No. 1: Option 1 09/30/15 - 09/29/16	\$210,000.00	\$245,000.00
Amendment No. 2: Revise Contract Language	\$0.00	\$245,000.00

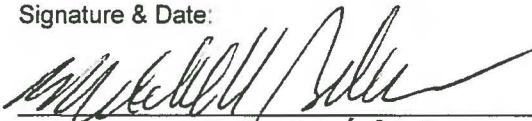
3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name: Mitchell Gibbs
Authorized Representative

Front Steps, Inc.
PO Box 684519

Signature & Date:



12-1-2015

City of Austin Purchasing Office



Amendment No. 1
of
Contract No. NA140000134
for
Social Service Enhancement
between
Planned Living Assistance Network of Central Texas
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective September 30, 2015, the term for the extension option will be September 30, 2015 to September 29, 2016 and there are four remaining options.
- 2.0 The total contract amount is increased by \$66,910.00 for the extension option period. This Contract is shared between multiple contractors. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/30/14 – 09/29/15	\$66,910.00	\$66,910.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$66,910.00	\$133,820.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name: *Deborah K. Webb, Ph.D., LCSW, LPC, LCDC*
Authorized Representative

Signature and Date:

Joe Barrios
Joe Barrios, Acting Contract Compliance Supervisor
City of Austin
Purchasing Office

Planned Living Assistance Network of Central Texas
4110 Guadalupe, Bld 781, Ste. 410
Austin, Texas 78751



Amendment No. 1
of
Contract No. NA140000134
for
Temporary Housing Services, Peer to Peer Support,
and Life Skills Training
between
A New Entry, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective September 30, 2015, the term for the extension option will be September 30, 2015 to September 29, 2016 and there are three remaining options.
- 2.0 The total contract amount is increased by \$94,058.00 for the extension option period. This Contract is shared between multiple contractors. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/10/15 – 09/29/15	\$15,676.00	\$15,676.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$94,058.00	\$109,734.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: [Signature] 9/30/15
Printed Name:
Authorized Representative

Signature and Date: [Signature]
Joe Barrios, Acting Contract Compliance Supervisor
City of Austin
Purchasing Office

A New Entry, Inc
6633 Highway 290 East
Austin, Texas 78723



Amendment No. 1
of
Contract No. NA140000134
for
Temporary Housing Services, Peer to Peer Support,
and Life Skills Training
between
Front Steps, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective September 30, 2015, the term for the extension option will be September 30, 2015 to September 29, 2016 and there are three remaining options.
- 2.0 The total contract amount is increased by \$210,000.00 for the extension option period. This Contract is shared between multiple contractors. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/03/15 – 09/29/15	\$35,000.00	\$35,000.00
Amendment No. 1: Option 1 09/30/15 – 09/29/16	\$210,000.00	\$245,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:
Authorized Representative

A handwritten signature in black ink, appearing to read "M. Miller".

Front Steps, Inc.
PO Box 684519
Austin, Texas 78768

Signature and Date:

Joe Barrion, Acting Contract Compliance Supervisor
City of Austin
Purchasing Office

A handwritten signature in black ink, appearing to read "Joe Barrion".



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

September 25, 2014

The City of Austin has approved the award and execution of a contract with your company for Social Service Enhancement.

Responsible Department:	Downtown Community Court
Project Name:	Social Service Enhancement
Contractor Name:	Planned Living Assistance Network of Central Texas
Contract Number:	NA140000134
Contract Amount:	\$310,000.00
Contract Period:	9/30/2014 – 09/29/2015
Extension Options:	5 12-months/ \$620,921 per option
Requisition Number:	14052000352
Solicitation Number:	PAX0118
Agenda Item Number:	67
Council Approval Date:	08/28/2014

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Sai Xoomsai,
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
PLANNED LIVING ASSISTANCE NETWORK OF CENTRAL TEXAS, INC. ("CONTRACTOR")
FOR
ONE-TO-ONE LIFE SKILL TRAINING, ON-CALL CASE MANAGEMENT SUPPORT AND
CLIENT PEER-TO-PEER SUPPORT**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Planned Living Assistance Network of Central Texas having offices at 4110 Guadalupe, Building 781, Suite 410, Austin, Texas 78751 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Request for Proposals ("RFP") PAX0118.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, RFP PAX0118, including all documents incorporated by reference
- 1.1.3 Contractor's Proposal, dated July 1, 2014, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Proposal as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall become effective on the date executed by the City ("Effective Date") and will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to five (5) twelve (12) month extension options, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 of the RFP for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$66,910 for the initial Contract term and \$66,910 for each extension option. Payment shall be made in accordance with the below rates for services provided to Downtown Austin Community Court ("DACC") clients:

Service	Rate
One-to-one life skill training	\$80 per hour
On-call case management support	\$80 per hour for case manager services \$35 per hour for peer-to-peer services
Client peer-to-peer support	\$35 per hour

The above hourly rates shall be invoiced by the Contractor on an incremental basis for part hours. For example, one half hour of one-to-one life skill training shall be invoiced at \$40.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.6.1 The Contractor's Proposal is amended to add the following:

- 1.6.1.1 The Contractor's on-call case management support for DACC clients shall be provided from 5:00 pm to 8:00 am Monday – Friday, all day Saturday and Sunday, and City holidays as specified by Section 0300 Paragraph 51 of RFP PAX0118. The Contractor's case managers working with DACC clients shall

provide their mobile telephone numbers to the DACC clients for use during the on-call hours. The Contractor's case managers shall triage the DACC clients during the phone call to determine whether face-to-face case management support is needed and where this will occur. Within 24 hours of an on-call case management contact with a DACC client, the Contractor shall provide the City's Contract Manager with written documentation of the contact in a form acceptable to the City. The Contractor shall not invoice the City for any services provided to non-DACC clients.

1.6.1.2 The exact length, locations, size and makeup of the one-to-one life skill trainings and client peer-to-peer support, including any physical fitness opportunities and nutritional classes, will be mutually determined by DACC and the Contractor and shall be amended into the Contract.

1.6.2 Section 0500, Paragraph 4.2.1.2 of RFP PAX0118 is amended to state that DACC and the Contractor will mutually establish additional performance and reporting measures to be included in monthly reports. These measures shall be amended into the Contract.

1.6.3 Section 0500 of RFP PAX0118 is amended to add Paragraph 4.3 as follows:

4.3 DACC and the Contractor shall share client information with each other as needed. Clients will be required to sign a release of information ("ROI") with both DACC and the Contractor enabling DACC and the Contractor to increase the Clients' chances for long term and permanent stability.

1.6.4 Section 0500 of RFP PAX0118 is amended to add the following task table:

Task 1	Kickoff meeting between Contractor and DACC	End of Week 1
Task 2	Trainings and support length, locations size and makeup finalized	End of Week 3
Task 3	Trainings and support start for DACC clients	End of Week 4
Task 4	Performance measures and reporting format finalized	End of Week 6

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**PLANNED LIVING ASSISTANCE NETWORK OF
CENTRAL TEXAS, INC.**

Deborah K. Webb, Ph.D.

Printed Name of Authorized Person

Deborah K. Webb, Ph.D.

Signature

Executive Director

Title:

09-23-14

Date:

CITY OF AUSTIN

Sai Porcell

Printed Name of Authorized Person

[Signature]

Signature

Senior Buyer Specialist

Title:

9/25/14

Date:

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS:** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM:** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

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releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY – PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

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Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

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thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

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mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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54. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)

SOLICITATION NO: PAX0118

DATE ISSUED: 06/02/2014

COMMODITY/SERVICE DESCRIPTION: Social Services
Enhancements

REQUISITION NO.: 14052000352

COMMODITY CODE: 95243

PRE-PROPOSAL CONFERENCE TIME AND DATE: 06/19/2014,
9:30 am, local time

LOCATION: City Hall Bullpen, Room 1029, 304 W. 2nd Street, Austin,
TX 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Sai Xoomsai Purcell
Senior Buyer Specialist

Phone: (512) 972-4016

E-Mail: sai.xoomsai@austintexas.gov

PROPOSAL DUE PRIOR TO: 07/02/2014, 11:00 am, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

Submit one (1) double-sided original and five (5) electronic versions of the complete proposal. The electronic version must be on flash drive in PDF format.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	3
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	10
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
Attachment A	Price Proposal Form	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Planned Living Assistance Network of Central Texas, Inc.

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Liz Shelby, PhD

Title: Board President

Signature of Officer or Authorized Representative: Liz Shelby, PhD

Date: 6/27/14

E-Mail Address: scubarian@austin.tx.com

Phone Number: 512-458-9889

* Proposal response must be submitted with this Offer sheet to be considered for award

Solicitation No. RFP PAX0118

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS:** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM:** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

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releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY – PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

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Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

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thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

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mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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54. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to sai.xoomsai@austintexas.gov no later than close of business ten calendar days before the proposal due date

2. **INSURANCE:** Insurance is required for this solicitation.

I. General Requirements

Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin contract number and all endorsements by number.
- E. Insurance required under this contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

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

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A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* per occurrence for coverage A and B
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
 - d. Sexual Abuse and Molestation Coverage at \$500,000 per occurrence
3. The Policy shall also include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)

C. Business Automobile Liability Insurance†

1. Minimum limits:
 - \$500,000* per occurrence
2. The Policy shall also include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. City of Austin named as additional insured (Form TE 9901B)

D. Professional Liability Insurance

1. Coverage shall be provided with a minimum limit of \$500,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this contract.

- E. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of **12 months** and may be extended thereafter for up to five (5) 12-month renewal options, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

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- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Municipal Court Accounting Department
Attn:	Gloria Esparza
Address	PO Box 2135
City, State Zip Code	Austin, TX 78768

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

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7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the “report”) for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as “Contractor’s personnel”).
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver’s license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver’s license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor’s personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver’s license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor’s personnel to determine those appropriate for execution of the work and for presence on the City’s property. A list of all Contractor Personnel requiring access to the City’s site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor’s affidavit described in (D) above and the list of the Contractor’s personnel, the City will provide each of Contractor’s personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor’s personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor’s reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City’s Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor’s personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor’s schedule. Lost ID badges shall be reported to the City’s Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor’s personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

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8. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Database Name: U.S. Department of Labor Employment Cost Index for Wages and Salaries	
Series ID: CIU2020000430000A	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: n/a	
Description of Series ID: Private Industry Workers	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 100%	

- E. **Calculation:** Price adjustment will be calculated as follows:

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Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Peter Valdez III, LMSW

Court Administrator, Downtown Austin Community Court

Phone: 512-974-4873

Pete.valdez@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

SCOPE OF WORK
SOLICITATION NO. PAX0118
Description: Social Services Enhancements

1.0 Purpose

Contractor(s) shall provide services to homeless or formerly homeless individuals in case management with Downtown Austin Community Court (DACC) in order for them to obtain long-term housing or maintain housing. This request for proposal (RFP) seeks proposers for homeless prevention and intervention services in four areas: (1) transitional housing; (2) peer to peer support for clients with ongoing mental health and/or mental health and substance abuse issues; (3) on-call case management support outside normal business hours for clients already engaged in DACC-provided services; and (4) life skills training to help prepare people for housing. Proposers can apply to one, two, three, or all four services listed under this RFP. The total amount of funds available for all four (4) services is \$310,000 per fiscal year with five (5) one (1)-year renewal options, minus any funds retained by DACC for contract administration.

2.0 Background

DACC was established by the City of Austin (City) in 1999 as one of the first community courts in the nation and the first in Texas. It is charged with adjudicating “quality of life” offenses committed in the downtown Austin area. DACC is a problem-solving court that seeks to hold offenders responsible for violations of the law while working with people to support changing their behavior. Toward that end, DACC comprises both a traditional court staff and a staff of social service workers, along with a social service rehabilitation budget to assist indigent clients with such services as substance abuse treatment, transitional housing, and the purchase of IDs, bus passes, etc. DACC has long collaborated with social service agencies throughout Austin and Travis County toward assisting the downtown homeless population.

In 2010 DACC, working with its Advisory Committee and community stakeholders, began a series of research projects into how it could more effectively provide solutions to homeless persons in the downtown area. Much of that research was focused on the impact on the community of a core group of long-time homeless individuals involved with the criminal justice system. Reports were gathered in collaboration with Permanent Supportive Housing, the Austin-Travis County Reentry Roundtable and the Downtown Austin Alliance showing that a better way forward was to provide enhanced services for this population as an alternative to the cycle of repeated arrests, jail stays, court appearances, emergency room visits, EMS calls and crisis interventions.

For several years, DACC has provided substance abuse treatment services through an interlocal agreement with Austin Travis County Integral Care (ATCIC). Most eligible clients are referred to Austin Recovery and transitional housing and other support services are provided as funds allow. DACC also works with ATCIC to provide substance abuse treatment and mental health support through Road to Recovery. The first permanent housing program was established in collaboration with Caritas, with units coming from Foundation Communities for individuals referred by DACC who agreed to case management and a variety of housing-ready services as needed.

Experience has shown throughout this period that improvement is needed both in engaging a hard-to-reach population and in continuity of care in order to retain more people in services once DACC rehabilitation staff engaged them. In 2012 DACC hired additional case managers targeted to provide more intensive support and guidance through treatment, transitional housing and into housing ready services. Each of these case managers is assigned a caseload of a limited number of priority clients. In addition, select case managers also engage in outreach to the homeless community on the streets to establish communication and encourage them to engage in services. Two case managers were also added for an Emergency Solutions Grant (ESG) for Rapid Rehousing through the U.S. Department of Housing and Urban Development (HUD).

The next step in providing more intensive, focused rehabilitation services and providing greater continuity of care is seen as filling gaps in four areas: (1) a greater variety of transitional housing options that reflect the varying needs of the client population; (2) peer-to-peer support for clients with on-going mental health and/or mental health and substance abuse issues; (3) on-call case management support outside normal business hours for clients already engaged in DACC-provided services; and (4) life skills training such as budgeting, meal preparation, nutrition, and sanitation. To that end, DACC seeks proposals from qualified social service providers.

3.0 Target Population

The target population is single adult men and women who have experienced or are experiencing homelessness and are referred by the DACC.

Clients might:

- Be high users of public services such as homeless shelters, EMS, hospital emergency rooms, Austin State Hospital, jails, and courts.
- Have a history of substance abuse that is periodically disabling.
- Have a persistent mental illness that is periodically disabling.
- Have ongoing physical health issues that present barriers to employment.
- Have an extensive record of criminal convictions ranging from Class C misdemeanors to felonies.

4.0 Contractor Responsibilities

4.1 Contractor(s) shall implement the program(s) or service(s) proposed within thirty (30) days of contract execution.

4.2 Contractor(s) shall be required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. These expenses may be reflected in the fees. HMIS Non-profit user license fee is \$600 annually, plus \$90 for an Advance Reporting Tool viewer (to view common reports, data quality, etc.)

4.2.1 HMIS Requirements:

4.2.1.1 "Open settings" for Uniform Data Elements (UDE) shall be used for all client records in order to reduce duplication of records and improve cross-agency collaboration around client services.

4.2.1.2 Data quality report(s) shall be submitted monthly within 5 business days after the end of each month (report and minimum standards to be specified by HMIS Administration)

4.2.1.3 HMIS user licenses shall be purchased for staff employed by the contractor entering data into HMIS. License costs may be included in proposal.

4.2.1.4 Contractor(s) shall participate in the Annual Homeless Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting.

4.2.1.5 Contractor(s) shall participate in a minimum of six (6) hours of annual training for each licensed user and attend required City-sponsored training(s) regarding HMIS and Community Tech Knowledge (CTK).

4.2.1.6 Contractor(s) shall provide an annual report that includes compliance levels for the requirements listed above. The contractor shall provides feedback in order to help the data system improve.

4.2.1.7 If data quality reports consistently fall below minimum standards that are set by the HMIS administrator, payments from the City may be withheld until reporting improves to at least minimum standards.

5.0 Contractor Requirements

Contractor(s) shall:

- 5.1 be a nonprofit corporation with an IRS 501(c)(3) designation or equivalent;
- 5.2 hold a current certificate of good standing from the Texas Secretary of State;
- 5.3 have experience working with the target population and providing social services;
- 5.4 conduct and maintain documentation of criminal background investigations for all staff, volunteers, interns or any other individuals providing services for DACC;
- 5.5 have a Board of Directors with specific, dated terms of office that meets in person at least twice per calendar quarter, maintains official minutes, has a documented process to review program performance, annually approves a budget and an independent audit/financial review and regularly reviews financial statements of the organization;
- 5.6 be current on the submission of its annual IRS 990 (or equivalent) tax return;
- 5.7 have NOT received a Going Concern Uncertainty from an auditor in the last two years;
- 5.8 provide case management staff/client ratios of 1:10 or less for transitional housing services.

Section 0625

Homeless Housing Habitability Standards

Except for such variations as are proposed by the Applicant and approved by the City of Austin, homeless housing (including shelter, transitional, and permanent supportive housing) must meet the following requirements:

1. ☐ *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
2. ☐ *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
3. ☐ *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
4. ☐ *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
5. ☐ *Water supply.* The water supply must be free from contamination.
6. ☐ *Sanitary facilities.* Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
7. ☐ *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.
8. ☐ *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
9. ☐ *Food preparation and refuse disposal.* All commercial kitchens providing group meals by staff or volunteers should be approved by the City of Austin Health and Human Services Department Environmental Health Services Division. The City of Austin requires operators of Food Enterprises to submit a list of all employees with their date of birth, job titles, and their Food Handler or Food Manager City of Austin registration number at the time of their annual permit renewal. Food Handler Registration with the City of Austin is required for employees working in a Food Enterprise. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
10. ☐ *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.
11. *Fire safety.*
 - (a) ☐ Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - (b) ☐ The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Planned Living Assistance Network of Central Texas, Inc.					
Physical Address	4110 Guadalupe, Bldg. 781, Suite 410, Austin, TX 78731					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	<input checked="" type="radio"/> Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

Solicitation No. RFP PAX0118

Please Complete and Return This Form with the Offer

SOLICITATION

NUMBER:

PAX0118

OFFEROR'S NAME: Planned Living
Assistance Network of Central Texas, Inc.

DATE:
6/27/2014

The Offeror shall furnish, with the Offer, the following information, for at least 1 # recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name Communities for Recovery
Name and Title of Contact Robin Peyson, Executive Director
Present Address 4110 Guadalupe, Bldg. 635
City, State, Zip Code Austin, TX 78751
Telephone Number (512) 758-7684 Fax Number ()

Email Address rpeyson@cforr.org

2. Company's Name Austin Travis County Integral Care
Name and Title of Contact David Evans, Executive Director
Present Address 1430 Collier St.
City, State, Zip Code Austin, TX 78704
Telephone Number (512) 447-4141 Fax Number (512440-4081)

Email Address david.evans@atcic.org

3. Company's Name National Alliance on Mental Illness
Name and Title of Contact Karen Ranus, Executive Director
Present Address Physical Address: Austin State Hospital
4110 Guadalupe St.
Bldg. 781, 4th Floor, Room 419
Mailing Address:
P.O. Box 302398
Austin, Texas 78703-0040

City, State, Zip Code Austin, TX 78751
Telephone Number (512) 420-9810 Fax Number ()

Email Address info@namiaustin.org

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____

Mailing Address: P. O. Box 4755, Austin, TX 78765-4755 • Physical Location: Austin State Hospital, 4110 Guadalupe, Bldg. 781, Ste. 410, Austin, TX 78751

Tel: 512-851-0901 • Fax: 512-535-4193 • Email: info@planctx.org • Website: www.planctx.org
Non Profit IRS 501 (c) (3)

Telephone Number () Fax Number ()

Email Address

5. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number () Fax Number ()

Email Address

Section 0835: Non-Resident Bidder Provisions

Company Name Planned Living Assistance Network of Central Texas, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended.

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Solicitation No. RFP PAX0118

PROPOSAL

Section I. PROGRAM GOALS AND OBJECTIVES

1. The Goal of the Whole-Health and Wellness Peer Assistance Project is to provide 20 adults who are homeless (or have been homeless) and have mental illness, substance use or a co-occurring condition of both who are referred by DACC with the recovery support services needed to access and maintain long-term housing and other basic necessities (e.g., food, clothing, physical and behavioral health care).

Objectives:

- 20 adults who are homeless (or have been homeless) and who have mental illness, substance use or a co-occurring condition of both will complete the 3-day [REDACTED] training, a nationally recognized best practice, using peers to provide peer recovery support services.
- 20 adults who are homeless (or have been homeless) and who have mental illness, substance use or a co-occurring condition of both will receive case management services to assist in finding housing, accessing public benefits, and skills training for daily living.
- 50 adults (20 adults who are homeless (or have been homeless) and who have mental illness, substance use or a co-occurring condition of both, 30 adults who have mental illness, substance use or a co-occurring condition of both) will have access to at least two physical fitness opportunity and one nutritional class monthly.

2. The RFP seeks to expand prevention and intervention services to single adults who are (or who have been) homeless and who are referred by the Downtown Austin Community Court (DACC) in order to obtain and maintain long-term housing. Planned Living Assistance Network of Central Texas (PLANCTX) proposes to address 3 of the 4 suggested areas: peer to peer support, on-call case management, and life skills training, excluding the provision of transitional housing. However, PLANCTX case management services do provide assistance in accessing a variety of housing options.

SECTION II. PROGRAM CLIENTS SERVED

1. Planned Living Assistance Network of Central Texas (PLANCTX) is a grassroots private non-profit founded by elderly parents of adults who have severe mental illnesses (i.e. schizophrenia, major depression, bipolar disorder, obsessive compulsive disorder, etc.). Some of our clients have been involved with the criminal justice system; some have had substance use issues and some have been homeless. *PLANCTX is unique; we serve both the individual and family.* PLANCTX utilizes a holistic approach to mental health healing and recovery. The U. S. Substance Abuse Mental Health Services Administration (SAMHSA, 2006) suggests that wellness has 8 dimensions: Emotional, Financial, Social, Spiritual, Occupational, Physical, Intellectual, and Environmental. Currently, PLANCTX provides care management services that provide education to the client and family regarding the client's mental illness and medications (*Intellectual*). Care managers and trained peers also assist in budgeting and accessing public benefits (*Financial*). We help find housing and provide daily living skills training (*Environmental*). PLANCTX helps clients find meaningful work (*Occupational*), whether volunteer or paid. For clients who are seeking a worship experience, the Care Managers help locate potential places of worship (*Spiritual*). PLANCTX offers opportunities for social integration in the community on a monthly basis (*Social*). PLANCTX makes available the therapy and support groups clients and families need and helps them access and work with their doctors regarding medication (*Emotional*).

PLANCTX's proposal is a cooperative effort with Communities for Recovery (CforR). Communities for Recovery is a non-profit organization in Austin, Texas, that supports long-term recovery for people with substance use and co-occurring mental health conditions by partnering with communities to provide volunteer peer supported recovery programs and services. Our 100+ Peer Support Volunteers share the message of recovery with others in the earliest stages of recovery by providing a bridge between professional treatment and long-term recovery through our programs and services that include Peer to Peer Recovery Coaching, "Disease Concept" Educational DVD Program by Dr. William L. Loving, "Back to Basics" Accelerated 12-Step Educational Program, "DDRA" (Dual Disorders Recovery Achievers) Accelerated 12-Step Educational

Program, “Family Cross Talk” Family Peer-to-Peer Informational Support Groups, “Cross Talk” Peer Based Informational Support Groups, “TYA Cross Talk” Peer Based Support Groups for Teens and Young Adults, 12 Step Peer Based Mutual Support Groups, and 12 Step Peer Based Spiritual Support Groups.

2.1 PLANCTX utilizes part-time Care Managers, thus allowing with the flexibility to hire personnel to address cultural and language differences not available with the current staff. The Executive Director, Dr. Debbie Webb, is also a professor at The University of Texas at Austin and has access to students from a variety of cultural and linguistic backgrounds. Dr. Webb supervises student interns placements at PLANCTX.

2.2 a. Dr. Webb provides cultural and linguistic sensitivity training to the PLANCTX staff. The PLANCTX Board has a diverse composition, both culturally and linguistically, providing direction to Dr. Webb as Executive Director and the program as a whole.

b. Through Dr. Webb, PLANCTX has access to a diverse population of students who can assist in language and communication needs.

c. Dr. Webb conducts all intakes of new clients. She addresses any language assistance needs at this point.

d. The use of students who are trained to work with this population provides PLANCTX with a rich resource that exceeds the abilities of mere translation.

SECTION III. PROGRAM SERVICES AND DELIVERY

1. a. The first strategy addresses the SAMHSA “emotional” dimension of wellness (SAMHSA, 2206, 8 *Dimensions of Wellness*). PLANCTX contracts with a [REDACTED] facilitator to provide the formal training to 20 participants. [REDACTED] is a self-management and recovery system developed by Mary Ellen Copeland and a group of people who had mental health difficulties and who were struggling to incorporate wellness tools and strategies into their lives. [REDACTED] is designed to decrease and prevent intrusive or troubling feelings and behaviors, increase personal empowerment, improve quality of life, and assist people in achieving their own life goals and dreams. [REDACTED] is a structured system to monitor uncomfortable and distressing feelings and behaviors and, through planned responses, reducing, modifying, or eliminating them. It also includes plans for responses from others when you cannot make decisions, take care of yourself, or keep yourself safe. The [REDACTED] training is a three (3) day event in which participants create their personal WRAP and Crisis Plan. The [REDACTED] approach is listed in SAMHSA’s National Registry of Evidence-based Programs and Practices and is supported by research using a randomized control group.

Peer-Provided Supports and Services have several benefits: 1) Individuals in Recovery can engage others better due to their personal experience; 2) [REDACTED] encourages personal responsibility and finding your true identity; 3) [REDACTED] inspires hope and encourages meeting goals; 4) Peer-Provided Supports and Services offer an opportunity for individuals who are usually on the “receiving end” of services to contribute to the welfare of others (It enhances their feelings of self-worth and dignity); It is strength-based and person-centered! A recent article by Jonathan Martin in *Seattle Times*, entitled *The rare mental-health fixers*, documents the power of “peer bridgers” who help their peers navigate the complicated public mental health system. A contracted Peer Recovery Coach or Certified Peer Specialist coordinates the trainings and subsequent support groups. Using peers to provide recovery support services is well documented in the field of substance use; however, it has also become a best practice providing support to people with mental illness as well (SAMHSA, 2009, *What are Peer Recovery Support Services?* and SAMHSA, 2009, *Research Supporting Recover-Oriented Systems of Care in Guiding Principles and Elements of Recovery-Oriented Systems of Care*).

b. The second strategy addresses the SAMHSA “physical” dimension of wellness. The PLANCTX Proposal addresses recovery by considering both mental growth and physical wellbeing. People with mental illness are at greater risk for physical ailments as well and the life expectancy of people with serious mental illness is 3 – 5 times lesser that of the average person (Colton & Manderscheid, 2006). Lasser and colleagues (2000) report that 55% of those with a lifetime of mental illness (59% having mental illness in the last month) smoked (which has been shown to cause physical illnesses). Research shows physical activity improves both the mental and physical health of people with mental illness (Richardson and colleagues, 2005). To reinforce growth and

wellness, PLANCTX will provide at least 12 nutritional (grocery shopping, meal preparation, healthy foods) and 25 physical programs (walking group, yoga, aerobic exercise, meditation) to those being served by PLANCTX as well as those with behavioral health issues served by CforR. Communities for Recovery have offered space for the provision of the wellness classes. PLANCTX recruits from DACC, PLANCTX, ATCIC, and CforR for participants in the Wellness classes. Opening up the classes to a population larger than just the DACC referrals provides the DACC referrals with a larger network of peers working on their roads to recovery. The Wellness program, is modeled after the successful Solutions for Wellness, listed in the SAMHSA National Registry of Evidence-based Programs and Practices. Education is provided about eating healthy foods and getting physical activity as well as maintaining a healthy lifestyle through improvements in tobacco use, sleep, stress management, and access to health care.

(1) Weight loss and a healthy lifestyle also include physical activity. Richardson et al. (2005) studied physical activity and serious mental illness and wrote that “walking, either in the form of supervised group walks or unsupervised home-based walking, is one of the easiest, safest, and most inexpensive types of exercise to promote.” Further, Terry-McElrath and O’Malley (2011) notes as individuals increased exercise levels throughout early adulthood, the frequency of their use of cigarettes, marijuana and other illicit drugs correspondingly decreased. Therefore, PLANCTX proposes scheduled walks at various places throughout the city with naturalists to provide information on the area. Pedometers will provide instant feedback to the walkers of their accomplishment. Efforts will be made to tap into Austin’s large running and walking community (e.g., Local shoe stores will be approached for providing good, sturdy shoes at a discount or without cost). During the fair weather season, PLANCTX promotes swimming opportunities, bowling, Putt-Putt golf, kite-flying, fishing and other activities that require different levels of movement. Richard et al. (2005) also reports that “the effects of exercise...were similar to those found from other psychotherapeutic interventions.” Therefore, PLANCTX plans to schedule at least 1 event per week in which any of the program recipients may attend. It is anticipated that some of the physical fitness programs will be continued after their introduction during the classes. Further, contacts within the yoga community and Jazzercise have expressed interest in serving the target population. Finally, the project has approached a local YMCA for complimentary or discounted memberships. Family partners will work with families on how to support their loved one during the program.

(2) Obesity in Austin is considered a pressing health issue (*Community Health Assessment Austin/Travis County, 2012*). McElroy (2009) notes that some of the best medicines treating mental health issues are related to the greatest weight gain, suggesting the implementation of weight loss programs. Therefore, providing programs that address both mental and physical health to an often “overlooked” population of adults and families dealing with mental health, substance use, or co-occurring issues, PLANCTX addresses the nutritional component by providing instruction and information from the book by Dr. Daniel Amen, leading brain expert, *The Brain Healthy Way to Lose Weight and Keep It Off: The Amen Solution*. PLANCTX proposes nutrition classes modeled after Dr. Amen’s 10-week program. Sessions are led by local nutritionists, peers and teachers who have experienced life changes as a result of healthy eating. The group members are encouraged to maintain weight loss charts that also include a note for the individual’s perception of wellbeing. Further, PLANCTX proposes collaboration with a local Cooking School to provide direct instruction on preparation of easy, tasty, healthy and low-budget meals. PLANCTX assist the clients who are interested in developing gardens to raise some of their own food with the assistance of the Sustainable Food Center that provides organic food gardening, relationships with area farmers, interactive cooking classes and nutrition education, thus increasing access to locally grown food and empowering participants to improve the long-term health of Central Texans and our environment. Family partners will work with the family on how best to support their family member attending the classes.

(3) Classes on smoking cessation and [REDACTED] a nationally recognized program developed by Dr. Debbie Webb, PLANCTX Executive Director, to address co-occurring mental illnesses and substance use are proposed. The format consists of groups meeting weekly for 9 weeks to learn about the interactions of mental health medications and recreational substances as well as a support group to encourage healthy choices

in lifestyles. Approximately 60% of adults with severe mental illness live with their family or are supported primarily by their families. The families or significant others also need to live a healthy lifestyle which includes periodic vacations and breaks.

2. PLANCTX is a small organization and has the capability of developing a contract with the [REDACTED] facilitators within the first month of the grant. Further, the PLANCTX and CforR staff can initiate contact with local community resources within the 180 days.

3. The peer-to-peer support usually occurs on a one-to-one basis; however, a trained peer may work with no more than ten at any one time due to the close relationship that is necessary. The on-call case management is provided on a one-to-fifteen basis at any one time because some of the recipients may not need as much support as others on the same caseload.

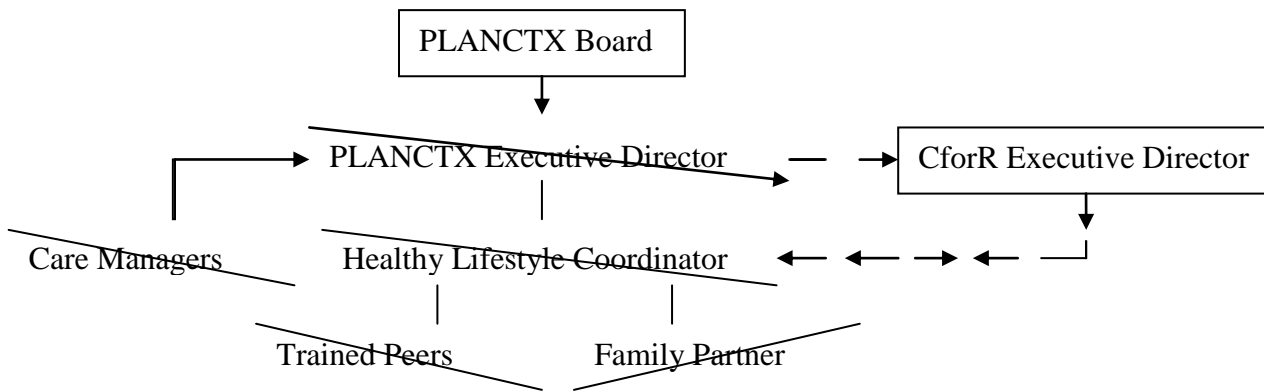
4. The individual service care plans from PLANCTX or recovery plans through CforR are reviewed regularly between the care manager, the client (and family, as appropriate) to determine if modifications are needed. Consent forms must be completed to share data between the cooperative agencies. PLANCTX is the recipient of referrals from the cooperative agencies. The referrals include all data needed to enroll the individual in the project.

5. PLANCTX Care Managers have a Master's degree and over 10 years experience with PLANCTX. They develop a customized care plan with the client and family, as appropriate. Supports provided include assistance with acquiring public benefits, housing, employment, client and family illness education, healthy lifestyle, relationships, budgeting, and respite. PLANCTX offers social activities, family therapy, individual therapy, and certified peer assistance as well as therapy/support groups for family members. The CforR Peer Recovery Coaches receive 46 hours of training prior to becoming a Peer Recovery Coach. A Peer Recovery Coach is a specially trained peer who acts as a mentor and guide for those seeking or sustaining recovery. Through the process of coaching, a Peer Recovery Coach promotes recovery by helping a recoveree to remove barriers, connect to the recovery community and engage in supportive services. PLANCTX Peer Assistants receive the 3-day training prior to providing peer recovery support services. Some have advanced Certified Peer Specialist training.

SECTION IV. SYSTEM FOR COLLECTING AND REPORTING PROGRAM DATA

1. PLANCTX is a nonprofit but provides services on a fee-for-service basis for those who are able to pay. Currently, services are recorded on an electronic form and transferred into *Quickbooks* for invoicing. However, plans are in place to implement an electronic record system during the next year, prior to the start of this grant period. Data management and reporting have been part of several grants we have received (e.g., Methodist Healthcare Ministries). The Executive Director has experience in data collection having been the Director of Behavioral Health at ATCIC for most of her 39 years of experience in the field. The PLAN Board reviews program and financial data monthly (which reflects the service delivery) and makes recommendations to the Executive Director regarding adjustments. PLANCTX does not have experience with the Homeless Management Information System, but is willing to implement it upon grant receipt.

2. The current data is generated by the person providing services in the form of an electronic reporting system; thus, avoiding mistakes. The Whole-Health and Wellness Peer Assistance program is administered by the Healthy Lifestyle Coordinator, under the supervision of the PLANCTX Executive Director. The Healthy Lifestyle Coordinator is responsible for the interface with the City-designated manager and supervises the provision of peer recovery support services by trained peers as well as the Family Partner.



SECTION V. PERFORMANCE MEASURES

OUTPUT #1	1st 12-month	2nd 12-month (include rollover)	3rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Unduplicated count of individuals provided services through this funding based on enrollment records	20	20	20	50
Must serve a minimum of 20 clients in program each year	20	20	20	60

OUTCOME #1	1st 12-month	2nd 12-month (include rollover)	3rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Number of unduplicated clients who completed service(s) provided based on training & services records	15	16	17	47
Percentage of clients served who remain in DACC program	25%	20%	15%	20%

OUTCOME #2	1st 12-month	2nd 12-month (include rollover)	3rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Number of unduplicated clients maintaining housing for 3 months as in individual records	20	20	20	60
Percentage of clients served making progress on housing	100%	100%	100%	100%

OUTCOME #3	1st 12-month	2nd 12-month (include rollover)	3rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Number of people making progress on the WRAP plan as documented on plan & reported	15	16	17	47
Percentage of clients making progress on WRAP plan	75%	80%	85%	80%

OUTCOME #4	1st 12-month	2nd 12-month (include rollover)	3rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Number of unduplicated clients who received case management based on individual records & case manager reports	20	20	20	60
Percentage of clients served who received case management	100%	100%	100%	100%

OUTCOME #5	1st 12-month	2nd 12-month (include rollover)	3rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Number of unduplicated clients reporting improvement in healthy lifestyle on self report on yearend survey	16	16	16	48
Percentage of clients served reporting healthy eating	80%	80%	80%	80%

SECTION VI. PROGRAM EVALUATION

1. Having the ability to respond on a 24/7 basis expands the capability of the case management to clients of DACC. Also, having the resources to engage the family (as appropriate) to support the client is a plus. Lastly, peer reporting of progress provides encouragement and incentive.

2. Using peers to engage the DACC referrals is a powerful incentive to remain in service, whether it is housing or case management or both. Also, developing a [REDACTED] includes developing specific steps for difficult situations that may result in dropping out.

SECTION VII. COLLABORATION AND COMMUNITY PLANNING ACTIVITIES

1. PLANCTX coordinates with NAMI Austin (National Alliance on Mental Illness), ATCIC, and local mental health practitioners for referrals. PLANCTX helps individuals (and their families) navigate the system during crisis situations, accessing ATCIC Psychiatric Emergency Services.

2. PLANCTX has provided case management services to ATCIC clients transitioning out of service under a Meadows Foundation grant. PLANCTX makes monthly presentations to the NAMI Austin Family-to-Family groups and sought the collaboration with CforR to address the needs of adults with mental illness, substance use or co-occurring conditions.

3. Through consultation with ATCIC, PLANCTX learned that [REDACTED] training was not available outside of the MHMR system, nor was the prevention activities. That is why PLANCTX sought this proposal to expand the availability for community clients.
4. Members of the PLANCTX Board participate actively on the ATCIC Planning and Network Committee, providing input for the ATCIC budget and strategic planning as well as their involvement with Central Health and community planning.
5. Several PLANCTX Board members are also members of the National Alliance on Mental Illness, Austin chapter. Another PLANCTX Board member is involved in the Downtown Cluster of Congregations, Trinity Center and Social Service Agencies (Walnut Creek Project) and League of Women Voters (AISD School Conversations, Rundberg project).

SECTION VIII. OVERALL EVALUATION FACTORS REGARDING OFFEROR

1. PLANCTX has met the requirements for grants received from Arnold Foundation (12), Austin Area Home Council (1), Austin Community Foundation (3), Eli-Lilly (4), Janssen Pharmaceuticals (5), Hogg Foundation (1), LCRA Employee's United Charities (7), Lola Wright Foundation (2), Meadows Foundation (1), Methodist Healthcare Ministries (2), Robert V. and Benjamin G. Miller Fund (3), Pfizer (1), Seawell-Elam Foundation (4), Spencer Charitable Trust (4), St. David's Community Health (3), Tocker Foundation (1), and subcontractee with Foundation Communities (3) for SAMHSA grant.
2. PLANCTX has worked with adults with severe mental illness and their families for the last 12 years, providing primarily supports and services via care management services. Some of the adults we have served had substance use; some of them had involvement with the criminal justice system; and some have been homeless. PLANCTX also provides psychoeducational groups, therapy and social opportunities for the adults and families.

SECTION IX. BUDGET INFORMATION

1. Peer to peer service: The time length of contact (i.e., each session) is based on a mutual agreement between the individual and the peer. Fees are based on hourly contact at \$35 per hour plus mileage at \$.50 per mile.
2. On-call case management service: The time length of contact (i.e., each session) is based on a mutual agreement between the individual and the care manager. Fees are based on hourly contact at \$80 per hour plus mileage at \$.50 per mile.
3. NA
4. Life Skills training: This service is primarily provided one-to-one by either a care manager (see #2) or a peer (see #3).

SECTION X. LOCAL BUSINESS PRESENCE

Both PLANCTX and Communities for Recovery have their administrative offices in Austin.

Budget Proposal

LINE ITEM	AMOUNT
Salaries:	
Executive Director (10% of ¾ time) – coordination & supervision	\$ 4,500
Healthy Lifestyle Coordinator – scheduling, arranging for speakers/activities, oversight of activity, etc. (40 hr/mo X \$25/hr X 12) + 6 hours of training (\$25 X 6)	\$12,150
Peer Assistants – works with other peers to encourage hope, growth & self sufficiency (20 hr service X \$35/hr X 20 people)	\$14,000
Care Managers – works with clients on housing, benefits, daily living skills (\$80/hr X 10 hr/client X 20)	\$16,000
Family Partner – works with families to support their family member (\$20/hr X 10 hr/family X 20 families)	\$8,000
Office Manager Peer Assistant – scheduling, reporting, notifications, recordkeeping (20 hrs X \$9/hr)	\$ 180
Subtotal	\$54,830
8% Employer Paid Payroll Taxes	\$ 4,386
Personnel Total	\$59,216
Consultants	
2 consultants (\$600/da X 3 da X 2) - ██████ facilitators	\$3,600
Consultants Total	\$ 3,600
Staff Travel	
1000 miles X \$.50/mi.	\$500
Staff Travel Total	\$ 500
Food/Beverage	
\$10/person X 3 days X 20 people	\$600
Food/Beverage Total	\$ 600

General Operating Expenses	
WRAP® Training Supplies:	
<i>Booklets: \$10 X 20</i>	\$200
3 ring binder of <i>Story \$20 X 20</i>	\$400
Flip Charts & Markers: \$40	\$ 40
<i>Peer Support and Whole Health</i>	
<i>Resiliency: \$3.20 (copying cost) X 20</i>	\$ 64
Recreation fees (bowling, fishing, putt-putt)	\$600
Fitness Scholarships \$25 X 20	\$500
Pedometers (\$25 X 20) that provide immediate feedback for walking or running	\$500
Office supplies, printing, telecommunications, HMIS license & tool (\$690)	\$2994
General Expenses Total	\$2,994
GRAND TOTAL	\$66,910

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

APR 19 2002

PLANNED LIVING ASSISTANCE NETWORK
OF CENTRAL TEXAS INC
C/O JO ANN GRANTHAM
1339 LAMAR SQUARE DR #203A
AUSTIN, TX 78704-0000

[REDACTED]
[REDACTED]
[REDACTED]
Contact Person: ERIK FILIAULT ID# 31303
Contact Telephone Number: (877) 829-5500

Our Letter Dated: February 2000
Addendum Applies: No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

PLANNED LIVING ASSISTANCE NETWORK

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

Letter 1050 (DO/CG)



Board of Directors:

Scott A. Strehli, Chair
J. Scott Thornton, PhD, Vice Chair
Glen Simpson, Treasurer
Jim Cannon, Director
Michael Haynes, Director
Michaelanne Hurst, Director
Valerie Milburn, Director

Executive Director:

Robin Peyson

City of Austin Purchasing Office
Municipal Building
124 West 8th Street, Room 308
Austin, TX 78701

April 20, 2014

Dear City of Austin,

Communities for Recovery, established in 2003, provides peer recovery supports and services (PRSS) to individuals with substance use or substance use and mental health issues. PRSS are non-clinical, peer-run services that rebuild lives, reduce costs, and empower both peer leaders and people in new recovery. We offer access to our computer lab, career closet, Recovery Café, and peer recovery coaching.

Our facilities are a central point for many recovery activities, and we host 11 peer-based recovery meetings weekly. We believe that there are many paths to recovery, so some of our meetings are 12-Step meetings and some are not. In particular, we provide support to individuals with co-occurring disorders. We also have a very vigorous and successful peer volunteer program in Austin with over 120 peer support volunteers providing 110 peer support groups in throughout the City.

According to the Substance Abuse and Mental Health Services Administration (SAMHSA), peer based recovery services and supports are a very effective approach to helping individuals achieve long-term recovery. In a group of over 1,000 people in recovery who received peer-led services, 28% showed an increase in employment or school enrollment, 39% showed an increase in stable housing, and peer programs cut costs significantly. At Community Bridges, Inc. in Phoenix, AZ, peer specialists partnered with Fire and Police Departments to deliver peers from emergency settings to peer programs, reducing the use of high cost crisis services by 22%.

Communities for Recovery is very excited about partnering with PLAN of Central Texas for the Peer Assistance Whole Health and Wellness Assistance Project with the City of Austin. We are excited about the opportunity to partner with PLAN to provide WRAP to those who are in recovery from co-occurring conditions, as well as work to develop and support activities to support physical health. We can provide space at our facility, located on the campus of Austin State Hospital, for WRAP training, as well as for wellness classes. We look forward to collaborating PLANCTX to support these grant activities and empower recovery through social, educational and holistic approaches.

Sincerely,

Robin L. Peyson, MHSA
Executive Director

Mailing Address: P. O. Box 4755, Austin, TX 78765-4755 • Physical Location: Austin State Hospital, 4110 Guadalupe, Bldg. 781, Ste. 410, Austin, TX 78751

Tel: 512-851-0901 • Fax: 512-535-4193 • Email: info@planctx.org • Website: www.planctx.org
Non Profit IRS 501 (c) (3)

**ATTACHMENT A
PRICE PROPOSAL FORM**

ITEM	CATEGORY	FEE PER STANDARD CONTACT	FEE PER STANDARD CONTACT
1	Transitional housing <ul style="list-style-type: none"> • Time length of suggested or recommended contact (i.e. each session lasts 1 hour or 1½ hours) • Fee charged for each standard contact • Any fee amount for non-standard contact, if any (describe the service) 		
ITEM	CATEGORY	FEE CHARGED PER HOUR	
2	On-call case management service: <ul style="list-style-type: none"> • Fee charged per hour of client contact 	\$80/hour for Care Managers; \$35/hour for Peers	
ITEM	CATEGORY	FEE PER DAY CLIENT	
3	Transitional Housing service: <ul style="list-style-type: none"> • Fee per day per client (this fee should reflect all services provided to the client while staying at the housing facility) 		
ITEM	CATEGORY	FEE CHARGED PER CLASS	FEE CHARGED PER HOUR
4	Life Skills training: <ul style="list-style-type: none"> • Fee charged per class or hour of client instruction 		\$80/hr for Care Managers; \$35/hr for Peers



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Sai Xoomsai Purcell, Senior Buyer

DATE: 05/27/2014

SUBJECT: Request for Determination of Goals for Solicitation No. PAX0118

Project Name: Social Services Enhancements

Commodity

Code(s): 95243

Estimated Value: \$ 310,000

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

This request for proposal (RFP) seeks proposers for homeless prevention and intervention services in four areas: (1) transitional housing; (2) peer to peer support for clients with ongoing mental health and/or mental health and substance abuse issues; (3) on-call case management support outside normal business hours for clients already engaged in DACC-provided services; and (4) life skills training to help prepare people for housing. SOW attached.

The Departmental Point of Contact is: Pete Valdez at Phone: 512-974-4873

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-972-4016

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**


Recommend the use of the following goals based on the below reasons:

a. Goals: % MBE % WBE

b. Subgoals % African American % Hispanic

 % Native/Asian American % WBE

This determination is based on the following reasons: Insufficient scopes of work.


Veronica Lara, Director

Date: 6/4/14

cc: Lorena Resendiz