Amendment No. 2
to
Agreement No. 4700 NG190000011
for
Social Services
between
FRONT STEPS, INC.
and the
CITY OF AUSTIN

(Ausin Resource Center for the Homeless)

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total amount for this Amendment to the Agreement is ***Two Million Seven Hundred Thirty Nine Thousand and Fifty Eight dollars*** **($2,739,058)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (April 1, 2019 – Sept. 30. 2020)	n/a	$ 4,263,587
Amendment No. 1: Add Funds to Agreement and Modify Program Exhibits	$ 102,056	$ 4,365,643
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2020 – Sept. 30, 2021)	$ 2,739,058	$ 7,104,701

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement.** [*Revised 10/22/2020*]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures.** [*Revised 10/22/2020*]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative.** [*Revised 10/22/2020*]

Exhibit B.3 -- Compensation Terms is added to the agreement.

Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification is deleted in its entirety and replaced with a new **Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification, Israel Verification, and Conflicts of Interest** [*Revised 4/13/2020*]

4.0 The Terms and Conditions for this Agreement are deleted in their entirety and replaced with the following:

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.1.1 This Agreement entered into between the City and the Grantee is designated a Social Services REIMBURSABLE Agreement.

1.2 **Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Contract Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Contract Manager or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be extended for a term of 12 months beginning October 1, 2020 through September 30, 2021.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee 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 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the 12-month term shall not exceed the amount approved by City Council, which is **$2,739,058** (***Two Million Seven Hundred Thirty Nine Thousand and Fifty Eight dollars***). Continuation of the Agreement beyond the 12 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council. Additional compensation terms are included in Exhibit B.3.

4.2 **Reports.**

4.2.1 Grantee must submit a fully and accurately completed payment request to the City's Contract Manager using the City's contract management system by the deadline outlined in Exhibit B.3. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate payment request, the City shall process the payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.2.2 Grantee shall submit a quarterly program performance report using the format and method specified by the City no later than 11:59 p.m. Central Standard Time (CST) 15 calendar days following each calendar quarter. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly program performance report is extended to no later than 11:59 p.m. CST of the 1st weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.2.3 An annual Contract Progress Report, using the forms in the City's contract management system , shall be completed by the Grantee and submitted to the City within 45 calendar days following the end of each Program Period.

4.2.4 A Contract Closeout Summary Report using the forms in the City's contract management system shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.2.5 Grantee shall provide the City with a copy of the completed Agency Administration Profile (AAP) using the forms in the City's contract management system, and required AAP Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due

in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.5.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.2.5.1 Governmental Entities are not required to submit an Agency Administration Profile to the City under this Agreement.

4.2.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

4.3 **Grantee Policies and Procedures.**

4.3.1 Grantee shall maintain written policies and procedures aligned with best practices and approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.3.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (*DBA*) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

4.4 **Monitoring and Evaluation.**

4.4.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.4.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.4.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.4.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.5 **Financial Audit of Grantee.**

4.5.1 Grantee shall annually contract with an independent auditor utilizing a Letter of Engagement to complete either a full financial audit or financial review. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.5.1.1 Governmental Entities are not required to submit a financial audit to the City under this Agreement.

4.5.2 In the event Grantee expends $750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.5.3 If Grantee is not subject to the Single Audit Act, and expends $750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than $750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.5.4 Grantee shall submit a complete financial audit report or financial review which has been presented and accepted by the Board of Directors, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor.

4.5.5 Grantee shall submit an APH Board Certification Form that was signed and dated by the Grantee's Board Chair. The APH Board Certification Form confirms that the independent auditor presented the financial audit or financial review to the Grantee's Board or committee of the Board and that it was accepted by the Grantee's Board of Directors or a committee of the Board. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.5.6 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.5.7 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.5.8 **Right To Audit By Office of City Auditor.**

4.5.8.1 Grantee 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, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.5.8.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Agreement 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 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 Agreement.

5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3 **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 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 Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 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 Grantee'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 Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, 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.

5.5 **Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1 **Insurance.** The following insurance requirements apply:

6.1.1 **General Requirements**

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' 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. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Austin Public Health
ATTN: Social Services Contracts
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 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 Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee 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.

6.1.1.10 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.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement 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 Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 **Commercial General Liability Insurance**. The minimum bodily injury and property damage per occurrence are $500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project

6.1.2.1.2 Independent Grantee's Coverage

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5 Thirty (30) calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of $500,000 per occurrence.

6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be $1,000,000 per occurrence.

6.1.2.2 **Business Automobile Liability Insurance**.

Minimum limits: *$500,000* combined single limit per occurrence for all owned, hired and non-owned autos

a. a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $1,000,000 per occurrence.
b. If Grantee does not own any vehicles, a signed "Hired & Non-Owned Auto" Statement may be provided in conjunction with evidence of non-owned and hired Business Automobile Liability Insurance coverage.
c. b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: $100,000/$300,000/$100,000.

All policies shall contain the following endorsements:

6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage

6.1.2.2.2. Thirty (30) calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage

6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance**. Coverage is required of Grantees providing services on City owned or leased property, and shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Grantee's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance**.

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of $500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 **Blanket Crime Policy Insurance**. A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated annually by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than $1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **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.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1 **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 **Americans with Disabilities Act (ADA) Compliance.** No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee 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.

6.5 **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee 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 Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 **Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.1.1 In accordance with the Grantee's personnel and records retention policies, the Grantee shall retain documentation that a criminal background check was completed.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, 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), and those found in the Clean Air Act (42 U.S.C. 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), and the Energy Policy and Conservation Act (42 U.S.C. 6201). In case of conflict, the most stringent safety requirement shall govern. The Grantee 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 Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes 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 Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "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:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 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 Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE GRANTEE 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 GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. 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.

8.6 **Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual AAP documentation.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 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, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin Austin Public Health Health Equity and Community Engagement Division	Front Steps, Inc.	City of Austin Austin Public Health
ATTN: Adrienne Sturrup, Assistant Director 7201 Levander Loop, Bldg. E Austin, TX 78702	ATTN: Amy Temperly, Interim Executive Director 500 E. 7th Street Austin, TX 78701	ATTN: Stephanie Hayden, Director 7201 Levander Loop, Bldg. E Austin, TX 78702

8.8 **Confidentiality.** In order to provide the deliverables to the City, Grantee 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"). Grantee 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 Grantee (including its employees, Subgrantees, 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 Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee 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.

8.9 **Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement 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 Grantee 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 Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 **Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement 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 Grantee in providing such gratuities.

8.12 **Prohibition Against Personal Interest in Agreements.** 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 Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty 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 Grantee shall render the Agreement voidable by the City.

8.13 **Independent Grantee.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

8.14 **Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement 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 Agreement.

8.15 **Waiver.** No claim or right arising out of a breach of the Agreement 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 Grantee 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 Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 **Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

8.17 **Interpretation.** The Agreement 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 Agreement. Although the Agreement 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 Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Agreement, 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 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 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 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.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 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 Grantee 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 Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 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 30 calendar days from the date of the first mediation session. The City and the Grantee will share the 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.

8.19 **Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Agreement.

8.20 **Living Wage Policy (If Applicable)**

The City's Living Wage Program applies to City expenditure and revenue generating non-construction contracts where all of the following apply:
- Contract is predominantly for non-construction services *performed on City Property or on City Vehicles*;
- Contract results from a formal competitive solicitation, procedurally compliant with section 252.021 of the Texas Local Government Code;
- Contract requires authorization by City Council in accordance with Article VII, Finance, Section 15 (Purchase Procedure) of the City Charter; and
- Directly assigned Contractor Employees of the Prime Contractor and all tiers of subcontracting.

8.20.1 The Grantee shall maintain throughout the term of the Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
8.20.2 The Grantee shall provide the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Agreement. The City reserves the right to request individual Employee Certifications at any time during the Agreement term. Employee Certifications shall be signed by each employee directly assigned to the Agreement. The Employee Certification form is available on-line at:
https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
8.20.3 Grantee shall submit employee certifications annually on the anniversary date of Agreement award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement. The Employee Certification Forms shall be submitted for employees added to the Agreement and/or to report any employee changes as they occur.
8.20.4 The Department's Contract Manager will periodically review the employee data submitted by the Grantee to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph 8.20.1 above to verify compliance with this provision.

8.21 **Subgrantees.**

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, 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 Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 **Jurisdiction and Venue.** The Agreement 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 Agreement 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.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be

construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement 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 Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

HOLIDAY	DATE OBSERVED
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.

8.25 **Survivability of Obligations.** All provisions of the Agreement 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 Agreement.

8.26 **Non-Suspension or Debarment Certification.** The City 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 Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 **Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103,

then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

8.29 **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at https://www.lep.gov/faqs/faqs.html.

8.31 **Entire Agreement.** This Contract, together with the attached Exhibits, and any addenda and amendments thereto constitute the entire agreement between the parties, and this Contract shall not be modified, amended, altered, or changed except with the written consent of the parties.

5.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

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

GRANTEE

Signature: Kelly a McDonald

FRONT STEPS, INC.
Kelly McDonald, Board President
500 E. 7th Street
Austin, TX 78701

Date: October 20, 2020

CITY OF AUSTIN

Signature: Linda Moore-Cohns

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 12/10/2020

DEFINITIONS

Agreement/Contract- General terms for a legally-binding undertaking between two parties that describes the terms, conditions, and specifications of the obligations, relationships, and responsibilities between them, and any related addenda and amendments. City of Austin Social Services Contracts are considered to be grant agreements, but commonly referred to as contracts. The terms are interchangeable throughout this Agreement.

Exhibit- An attachment to the agreement that is either programmatic (Program Exhibit) or contains additional terms and conditions (Standard Exhibit). Program Exhibits provide the detailed information for the program the City is funding through the Agreement.

Governmental Entity- An organization that is a unit of government, institution of higher education, or local taxing authority, such as a school district. Also includes quasi-governmental organizations, such as a local mental health authority.

Grantee- A vendor agency that has entered into a Social Services grant agreement with the City to provide social services to the community.

Reimbursable Agreement- An Agreement where an agency is reimbursed for expenses incurred and paid through the provision of adequate supporting documentation that verifies the expenses.

Subgrantee- An agency that has entered into a subagreement with a Grantee to provide direct client services under a Social Services Agreement, who is paid with City funds by the Grantee, and who must report program performance information to the Grantee for individuals served who are not existing clients of the Grantee for the contracted program. The Subgrantee is subject to the same terms and conditions in the Grantee's Social Services Agreement with the City.

Program Work Statement

Program Goals and Objectives

Based on the belief that all people deserve the dignity of a safe place to call home, Front Steps' mission is to provide a pathway home for our neighbors experiencing homelessness by offering emergency shelter, affordable housing, recuperative medical care, supportive services, and by promoting community awareness. Having this mission in mind, Front Steps manages the ARCH facility to serve multiple purposes, including: operating a safe and clean shelter that provides a respite from the elements, functioning as a place for clients to meet several of their basic needs, and serving as an entry portal to a variety of programs and services dedicated to assisting and empowering clients to achieve self-sufficiency and resolve their homelessness as quickly as possible. Front Steps will create a respective, positive environment that incorporates client participation and opportunities for feedback into daily operations. The primary goal for all clients is rapid exit from homelessness into stable housing. Programming, operations and service delivery will be data driven, and specific benchmarks are included.

Program Clients Served

The ARCH emergency shelter serves men ages 18+ who are experiencing homelessness. Access to shelter beds/mats will occur through a community developed strategic prioritization process coordinated by Austin Public Health, Front Steps, Ending Community Homelessness Coalition (ECHO), National Alliance to End Homelessness, and OrgCode. ARCH operations and services are funded by the City of Austin as well as the U.S. Department of Housing and Urban Development (HUD), through an Emergency Solutions Grant (ESG). Front Steps uses the HUD definition of "homelessness" to verify that persons receiving ESG-funded services live in a situation described by HUD as "homeless," and Front Steps also uses the federal definition of "chronically homeless" to determine if persons receiving ESG-funded services are classified as "chronically homeless." Front Steps documents clients' eligibility and classification using HUD definitions on a Homeless Eligibility Form approved by the City of Austin. Front Steps is aware of continuing changes in the definition of chronic homelessness as a result of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act and receives and discusses updates regularly at Continuum of Care (CoC) meetings within the community. In order to receive shelter services, case management and housing navigation services, an individual must meet one or both of the following eligibility criteria established by HUD:

Category 1:

- Has a primary nighttime residence that is a public or private place not meant for human habitation;
- Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs; or
- Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 4: Fleeing/Attempting to Flee Domestic Violence Any individual or family who:

- Is fleeing, or is attempting to flee domestic violence;
- Has no other residence; and
- Lacks the resources or support networks to obtain other permanent housing.

Compliance with Austin Public Health's (APH) eligibility criteria: The eligibility criteria for the ARCH

Program Work Statement

shelter program is homelessness, so the agency will ensure that all client files contain a Homeless Eligibility form and are entered into the Homeless Management Information System (HMIS). Identity, residency, income requirements, and annual recertification are not required for shelter clients.

Program Services and Delivery

Maintenance and Operation of the Austin Resource Center for the Homeless The City of Austin - Austin Public Health Department (APH) contracts with Front Steps to serve as the operator of the Austin Resource Center for the Homeless (ARCH), located at 500 East 7th Street, Austin, TX 78701. As the operator of the ARCH, Front Steps is responsible for overall operations, maintenance, and oversight of the facility, as well as the activities located therein. Front Steps manages a preventative maintenance schedule and submits updated maintenance reports on a monthly basis to APH staff for review . Front Steps is not responsible for managing the lease between the City of Austin and the Healthcare District for the operation of the Health Care for the Homeless ARCH CommUnity Care Clinic. Shelter and Programming ARCH is a low-barrier shelter and will not restrict access due to an individual's lack of income, criminal history background, or outside use of drugs or alcohol. Shelter staff will welcome each person who walks in the door, provide support and work to assess the needs of the individual. This men's shelter will be operated in compliance with the HUD Equal Access Rule. All individuals will have equal access to programs, services and accommodations in accordance with their gender identity, regardless of sexual orientation or marital status. The ARCH will be operated under the following principles:

- Housing First shelter principles
- Emphasis on strategies for appropriate diversion from shelter
- Low-barrier access to shelter (remove unnecessary barriers and improve access to those who need
- it most)
- Housing Case Management available to all staying in shelter
- Prioritization of shelter beds/mats
- Day Resource Center only available to shelter clients
- Oversight and management of entrance, including outreach to people camping outside the shelter

Basic Needs and Support Services - services will be offered through the Day Resource Center at the ARCH. This program is utilized by single, adult men, women, and accompanied children experiencing homelessness.

Services include:

- Basic needs services, including but not limited to, showers, laundry, telephone access, mail, locker storage, internet access, and restrooms
- Day Sleep Program (for those meeting eligibility guidelines)
- Access to the CommUnity Care Clinic, job assistance services with Goodwill, mental health services with Integral Care, and other co-located agencies that provide direct, on-site services
- Programs supported by private funding, volunteer time, and donations raised by Front Steps include: housing navigation services, a computer lab, clothing donations/distribution, bus passes, document bank, client wellness activities, winter coat and blanket distribution, dinner meal staffing, etc.

Day Resource Center are integrated into a service delivery model only for persons who are sleeping at the ARCH. Front Steps staff will work with Austin Public Health, community stakeholders, National Alliance to End Homelessness and OrgCode to address the transition to closing the Day Resource Center to non-shelter clients. All services will be available for shelter clients and closed to the general public. However, this closure will be transitioned through phases. Other resources in the community will

be identified to address basic needs, and in particular homeless women will be connected with other resources in the community. ARCH staff, co-located agencies and community partners will provide resources throughout the day to shelter clients that will move them toward permanent housing. Shelter services will be housing focused and clients with needs for other services will be referred to community providers for additional assistance.

Shelter clients may stay inside during the day to work on housing and associated work, leaving the facility when they choose and as necessary for building cleaning, staff training and meetings. During the day, ARCH staff shall be almost exclusively focused on assisting clients with housing search and related activities.

Emergency Night Shelter

Over the first 6 months of the contract, the overnight shelter will transition from sleeping 190 individuals per night to 130 adult men experiencing homelessness. There are 100 bunks available on the 3rd floor, and there will be an additional 30 mats available as well, for a total of 130 sleeping units. Access to shelter beds/mats will occur through a community developed strategic prioritization process including factors such as high vulnerability due to physical health and mental/behavioral health conditions, length of time homeless, chronic homeless status, personal safety, and other factors. Austin Public Health will coordinate the community stakeholder process with Front Steps, ECHO, National Alliance to End Homelessness (NAEH), and OrgCode, to develop this process. This strategic prioritization process will be implemented through phases. Shelter metrics, agency recommendations, as well as client and community input will be used to update the prioritization process to meet community needs.

When shelter clients arrive at the shelter, Front Steps staff will have creative and problem-solving conversations that help to identify whether individuals are fleeing an unsafe situation, have better alternative housing options, or need help to stay in the place where they have recently been staying. Details for the workflow of persons entering shelter will be defined further through consultation with NAEH and OrgCode, who will be conducting training for the community and providing one-on-one technical assistance with Front Steps staff. The shelter will allow access throughout the day to shelter clients, without requiring them to leave during the day with minimal restrictions on entry and exit. Safety and security will be provided for clients, as well as limited storage for their belongings. All clients staying at the shelter will have access to housing case management services, linking them to appropriate housing programs. The commercial kitchen will be used to serve nutritious meals. Clients will have access to toilets, sinks, showers, and other services Currently, Front Steps shares its sleeping unit reservation system with the following participating agencies: CommUnity Care Clinic, Veterans Administration (VA), Integral Care, HOST, and Downtown Austin Community Court (DACC). By October 1, 2019, Front Steps will have written agreements with these partners to address the need for every client to have access to Housing Case Management. Streets of Hope (SOH) and Other Supportive Services SOH provides psycho- ducational support/counseling groups to clients whose current or past substance abuse history presents a barrier to achieving housing, income, and personal stability goals. Individual sessions with either a current or a potential group member are also available. Substance abuse counseling teaches the following concepts: managing urges and the consequences of substance use, relapse prevention strategies, drug/alcohol refusal skills, problem-solving skills training to avoid high-risk situations, and coping/social skills training related to symptoms or negative mood states. Staff and community volunteers often also offer a variety of groups throughout the year including Housing Counseling workshops, monthly informational sessions, Alcoholics Anonymous groups, resume workshops, educational classes, writing workshops, and health and wellness workshops. Other

Program Work Statement

support/discussion groups are offered based on staff/volunteer availability, with the topics largely client-driven. Housing Focused, Rapid-Exit Support Services, and Case Management During the first six months of the agreement, Front Steps will increase case management capacity to address needs for all 130 clients at the shelter when the shelter capacity is reduced for the remainder of the agreement. Front Steps staff will work with community stakeholders, NAEH, and OrgCode to address the transition to reducing shelter capacity from 190 to 130 clients. Front Steps will also work with NAEH to provide a housing-focused infrastructure including:

- Developing a client-centered housing plan within the first week of a client's stay in shelter that includes short-term and achievable goals that have benchmarks to show progress
- Creating a "housing-focused" environment throughout the shelter, including apartment listings, guidance on how to apply for housing, information on how to access benefits, and messaging that celebrates the success of each individual/household that moves into housing
- Focusing case management activities on obtaining and sustaining housing
- Identifying clients' barriers to housing and providing resources to address them
- Conducting regular and frequent in-person meetings that focus on each client's housing options, and
- adjusting these plans as needed
- Promoting messaging that everyone is housing ready as soon as they enter shelter

ARCH staff will work with new shelter clients and encourage them to develop a housing plan within the first few days of entering the shelter. Through housing case management, basic needs will be addressed (such as obtaining identification documents and other needed items), and the primary focus of work within the shelter will be on finding housing and longer-term linkage to various services within the community when needed to promote housing stability and prevent returns to homelessness. The Coordinated Entry system will be used to identify appropriate housing interventions, and shelter staff will work with community partners to connect clients to those resources. Case Management services are based on the Housing First and Harm Reduction philosophies as well as the stages in the Transtheoretical Model of Change. Various techniques, including motivational interviewing, through a Trauma-Informed lens, are effectively utilized in working with clients whose needs vary across a spectrum of vulnerability. Front Steps will refer clients to appropriate housing programs, some provided by Front Steps and other community providers. Front Steps has Best Single Source Plus funding, Emergency Solutions Grant Rapid Re-Housing, as well as other state and federal funding for permanent supportive housing programs.

ARCH Entrance and Surrounding Area While the operator of the ARCH is not solely responsible for the crowding outside of the building, Front Steps staff will work with Austin Public Health, OrgCode and community partners on strategies to address congregation and camping immediately outside of the ARCH. Shelter staff will engage people outside the building regularly for services , trustbuilding and shelter entry. Staff that are trained in crisis de-escalation and positive relationship management will manage the flow into and out of the building, providing oversight of the entrance to the facility. Adverse Weather Services Front Steps will be a partner in the cold weather and heat emergency services. Community partners for cold weather shelter in this program currently include area churches, Salvation Army, Capital Metro, Red Cross, City of Austin Office of Homeland Security and Emergency

Management, Parks and Recreation Department, and Austin Public Health. ARCH staff will participate in annual planning for adverse weather services and will assist in developing systems that best meet the needs of individuals experiencing homelessness and access to shelter. In the event of a heat emergency, Front Steps actively monitors clients at the ARCH for signs of heat exhaustion or other

heat-related issues (calling for emergency medical services should the need arise), establishes cooling areas during the hottest part of the day, and provides access to (water) bottle-filling stations.

Required Reports For ARCH Claims (These should be submitted with the monthly claims in PartnerGrants or included with the claims for the month the report was received in):

- NAEH reports
- Maintenance logs for ARCH facility to show repairs to internal systems, fire security checks, and the status of all restroom and shower facilities

System for Collecting and Reporting Program Data

Front Steps utilizes the local Homeless Management Information System (HMIS) as administered by Ending Community Homelessness Coalition (ECHO), to track and report basic client information. Front Steps' staff work to ensure a high standard of data quality in the HMIS system . Front Steps collects accurate data on each client entering the ARCH and corrects other system users' entries from HMIS community partners. Front Steps works to maintain file data through regular internal file monitoring and inventory. All HMIS users receive annual training and periodic updates, and the Front Steps HMIS Agency Coordinator takes an innovative approach to improving data collection, including performing regular user evaluations to ensure data quality both for the files and within the electronic system. Individuals entering the ARCH for the first time receive an intake and orientation . During intake, clients complete an HMIS data elements form, an HMIS release of information form, as well as the Homeless Eligibility form required by ESG funding agreements. Front Steps also collects an agency Consent to Release of Information, a Client Agreement to Rules & Procedures at the ARCH, and an HMIS ID Card Agreement. The HMIS ID card is provided free-of-charge to each client, and is required to utilize services at the ARCH. Information is entered into the HMIS database, which is used to provide information on client tracking, shelter usage, and demographics. Orientations to the ARCH include an overview of services available within the facility as well as other resources within the community. Front Steps will provide quarterly measures as defined in the contract to Austin Public Health , and will also submit monthly shelter metrics developed by NAEH and Austin Public Health that will be reviewed and evaluated by NAEH, OrgCode and community stakeholders. Program design and workflow may be changed and updated based on the monthly metrics.

On a quarterly basis Front Steps personnel gather and report client service usage data to funding sources. That data currently includes the number of clients accessing Day Resource Center services, Emergency Night Shelter services, Case Management services, the number of those exiting Case Management services, as well as the number of clients who exited to safe and stable housing. Exits to permanent housing as well as client lengths of stay in the shelter will be tracked. HMIS, as well as an internally developed database system based on Microsoft Office , are used in the collection of these data elements.

Performance Evaluation

Data is collected to assist Front Steps staff in identifying trends in barriers to housing and employment, as well as to track the efficacy of programs in assisting clients as they work to obtain housing and financial stability. These statistics are reviewed quarterly and compared with those of other agencies serving the same population.

Front Steps staff will use HMIS data and the NAEH monthly shelter metrics to review program outcomes and key performance measures during regularly scheduled meetings with community stakeholders and Austin Public Health. Evaluation of program success and changes to service delivery will be data driven. ARCH staff will have a regular case review process covering file review and case presentations to

ensure achievable goals are being developed and met for each individual. This process will be supported by OrgCode during the first several months of the contract, providing technical assistance and guidance. Frequent meetings between the program director and case managers will provide follow-up on any corrective action plans regarding program client success. Front Steps' Board of Directors and leadership will meet regularly to review successes and challenges based on data collection and analysis, expenditure of funds and emerging program needs.

Quality Improvement

Front Steps' staff will provide a regular input process for feedback from clients regarding the quality of services and shelter. Currently, Front Steps convenes monthly client Town Hall Meetings and uses a Client Report Form, which offer opportunities for clients to voice concerns, grievances, as well as suggestions for facility and/or policy issues. These systems allow clients to meet personally with the management staff and, when necessary, with the Front Steps' Board of Directors to resolve ARCH-related issues. Front Steps shelter personnel meet regularly to discuss the various needs and concerns of clients accessing shelter services. The Front Steps' Board of Directors includes a member who is a former ARCH client, and who is instrumental in representing the clients' viewpoints in creating and setting agency policy and strategies. ARCH staff will convene meetings with the community, co-located agencies, clients, and staff to regularly provide opportunities for open feedback and coordination with community partners about shelter policies and performance. ARCH staff leadership will implement other strategies to improve program performance, promote a positive, solutions-oriented environment, and maintain high standards of data collection and management.

Service Coordination with Other Agencies

Front Steps will coordinate services with appropriate community service providers for mental health, services for veterans and other key community services that are necessary for ARCH shelter clients. Front Steps works closely in collaboration with Integral Care to provide case management services to vulnerable ARCH clients, and also partners with Integral Care on permanent supportive housing programs. ARCH staff will work with community rapid re-housing and permanent supportive housing (PSH) providers to access appropriate housing resources for shelter clients. ARCH staff will work with CommUnity Care clinic staff and representatives of other colocated agencies to discuss services for clients and problem-solve challenging cases. Integral Care, VA, CommUnity Care Clinic, and other co-located representatives will be invited to attend regularly held staff meetings to discuss services to clients and problem-solve challenging cases. The agency works in collaboration with ECHO in taking a lead role in data and service pilots, Coordinated Entry pilots, coordination of Permanent Supportive Housing (PSH)/HUD projects, as well as other strategic efforts in addressing homelessness in the community. Front Steps calls meetings of the agencies operating social services in the downtown area to discuss programmatic and community issues. Front Steps' staff are highly engaged and are often at the forefront of effectively working with all organizations, public or private, that provide housing, services, and resources for individuals experiencing homelessness. Front Steps actively participates in the Collaboration Technologies for Organizations Serving the Homeless (CTOSH) listserv for information-sharing, and responds to requests for assistance from community partners and the public at-large.

Service Collaboration with Subgrantees

No subgrantees or formal collaborations are funded through this contract.

Program Work Statement

Community Planning Activities

Designated Front Steps' directors, managers and coordinators are members of the following ECHO committees and subcommittees: Membership Council, HMIS, Continuum of Care, Veterans, Local Policy and Practice. Front Steps has participated in planning efforts regarding the City Council's efforts to create more affordable housing, the local 100 Homes Campaign, Ending Veteran Homelessness, Ending Youth Homelessness, Downtown Strategies, and other planning efforts. Front Steps also works collaboratively with the Downtown Austin Alliance, Sixth Street Association and Downtown Neighborhood Association on a variety of issues and initiatives such as the "I Live Here I Give Here" public education campaign that encourages people to give responsibly. Front Steps works closely with ECHO and other community partners in gathering public support of PSH and delivery of HUD-funded housing.

Program Performance

Contract Term: 04/01/2019 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021

Output - Unduplicated Clients Served

City Goal	Other Funding Goal	Total Program Goal
1,245	0	1,245

Output(s) - Supplemental

	City Goal	Other Funding Goal	Total Program	City Percentage
Total Number of Unduplicated Clients Served in the ARCH Day Resource Center	1,350	0	1,350	100.00%

Outcomes - City Business Plan

(Numerator / Denominator = Rate)		Goal
Numerator	1B: Number of case-managed households that transition from homelessness into housing	405
Demoninator	1B: Number of households that exit the program	624
Rate	1B: Percent of case-managed households that transition from homelessness into housing	64.90%

(Numerator / Denominator = Rate)		Goal
Numerator	1D: Number of Homeless Households residing in shelter programs receiving APH-funding who recei	624
Demoninator	1D: Number of Homeless Households residing in shelter programs receiving APH-funding	624
Rate	1D: Percentage of Homeless Households residing in shelter programs receiving APH-funding who receive case management services	100.00%

Program Budget and Narrative

Contract Term: 04/01/2019 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021

	City Funds	Other Funds	Total
Personnel			
Salaries	$2,000,000.00	$0.00	$2,000,000.00
Fringe and Payroll Taxes	$0.00	$0.00	$0.00
	$2,000,000.00	**$0.00**	**$2,000,000.00**
Operations			
General Operations	$538,000.00	$0.00	$538,000.00
Outsourced Professional Services	$0.00	$0.00	$0.00
Supplemental Programmatic Services	$0.00	$0.00	$0.00
Training/Travel Outside Austin and/or Travis County	$2,300.00	$0.00	$2,300.00
	$540,300.00	**$0.00**	**$540,300.00**
Assistance to Clients			
Rental/Mortgage Assistance	$0.00	$0.00	$0.00
General Housing Assistance	$178,758.00	$0.00	$178,758.00
Direct Client Assistance	$20,000.00	$0.00	$20,000.00
Client Food and Beverage	$0.00	$0.00	$0.00
	$198,758.00	**$0.00**	**$198,758.00**
Capital Outlay			
Capital Outlay - $5,000.00	$0.00	$0.00	$0.00
	$0.00	**$0.00**	**$0.00**
Deliverables Amount			
Deliverables Amount	$0.00	$0.00	$0.00
	$0.00	**$0.00**	**$0.00**
Subgrantees/Subrecipients			
Personnel-Sub	$0.00	$0.00	$0.00
Operations-Sub	$0.00	$0.00	$0.00
Direct Client Assistance-Sub	$0.00	$0.00	$0.00
Other-Sub	$0.00	$0.00	$0.00
	$0.00	**$0.00**	**$0.00**
Program Income			
Program Income (Zero dollars budgeted for monthly credit)	$0.00	$0.00	$0.00
	$0.00	**$0.00**	**$0.00**
Other			
Other	$0.00	$0.00	$0.00
	$0.00	**$0.00**	**$0.00**
Total	**$2,739,058.00**	**$0.00**	**$2,739,058.00**

Program Budget and Narrative

Personnel

Salaries, employment taxes and benefits for staff operation and maintenance of the ARCH Shelter and related case management for ARCH clients

Operations

Costs could include the following: •Large repairs of plumbing and items in the shelter (security equipment, elevator, HVAC) •Maintenance including contracts for pest control and supplies for upkeep including paint and materials •Supplies for shelter operation, food for clients, supplies for groups, cell phones for shelter staff not a part of City-paid utilities, parking for staff, and office-related expenses •Equipment including kitchen equipment, shelter furnishings and office furniture and file storage •Computer maintenance, upgrade/replacement and repairs, supplies, HMIS Licenses for staff, phone maintenance, internet services for the client computer lab •Program supplies including toiletries such as soap, shampoo, razors, laundry detergent and related items for the use of Clients.
Staff Travel-out of Travis County: Travel to conferences and meetings outside of the Austin area.
Conferences/Seminars/Training-out of Travis County: Conference and training registration outside of the Austin area.

Assistance to Clients

Housing Assistance - Financial Assistance for Clients: Housing Assistance for finding and maintaining housing: application fees, rent and utilities and arrears. Furniture and household goods for housing.
DCA - Direct Assistance: Personal items for shelter clients while at shelter. Background checks, client transportation (bus passes), emergency clothing, clothing/boots for work, legal fees/documentation, laundry for recently housed clients.

Capital Outlay

Deliverables Amount

Program Subgrantees

Program Income

Other

City of Austin

Social Services Compensation Terms

1. The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative, or Exhibit A.1, Program Work Statement (Deliverables), as applicable.

2. **Request for Payment**

   Payment to the Grantee shall be due 30 calendar days following receipt by the City of the Grantee's fully and accurately completed payment request, using the City's contract management system. The payment request must be submitted to the City no later than 11:59 p.m. Central Standard Time 25 calendar days following the end of the month covered by the payment request. **If the 25th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request is extended to no later than 11:59 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday.**

3. **Documentation**

   3.1. FOR DELIVERABLE AGREEMENTS: **Grantee must provide the City with supporting documentation as described in Exhibit A.1, Program Work Statement (Deliverables) for each monthly Payment Request where an agreement deliverable is being submitted.**

   3.2. FOR REIMBURSEABLE AGREEMENTS: **Grantee must provide the City with supporting documentation for each monthly payment request which includes, but is not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system.**

   3.2.1. Appropriate supporting documentation includes:

   - General Ledger Detail report from the Grantee's financial management system
   - Transaction Detail by Account Report from the Grantee's financial management system
   - Other reports that meet all of the following specifications:
     - produced from the Grantee's accounting system with no manual changes or adjustments
     - submitted in PDF format
     - includes date the report was created
     - demonstrates specific expenses for which reimbursement is being requested
     - demonstrates that City of Austin funds are maintained in a separate numbered bank account or standalone general operating account that includes only City expenses and reimbursements.

4. **Right of Final Approval.**

   The City retains right of final approval of any supporting documentation submitted before a payment request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the payment request. The City reserves the right to modify the required supporting documentation, as needed.

4.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2 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.

5. Payment.

5.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 3 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

5.2 If payment is not timely made, (per this paragraph), 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 10 calendar days after the grounds for withholding payment have been resolved.

5.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

5.3.1 delivery of unsatisfactory services by the Grantee;

5.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

5.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

5.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

5.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

5.3.6 failure of the Grantee to submit proper payment requests with all required attachments and supporting documentation;

5.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

5.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

5.4 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. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

6. Non-Appropriation. The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

7. **Travel Expenses** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

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

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares other than 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 Regulation.

8. **Final Payment and Close-Out**

8.2 The making and acceptance of final payment will constitute:

8.2.1 a waiver of all claims by the City against the Grantee, 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 Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

8.2.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

9. **Financial Terms**

9.2 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 10 of this Exhibit.

9.3 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 3 of the Agreement, and any other deliverable required under this Agreement.

9.4 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

9.5 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Section 2.1, or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

9.6 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

9.7 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with

the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

9.8 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

9.9 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

10. Allowable and Unallowable Costs

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

10.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in the attached Program Exhibits, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 11:59 p.m. CST 5 calendar days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

10.1.1 To be allowable under this Agreement, a cost must meet all of the following general criteria:

- Be reasonable for the performance of the activity under the Agreement
- Conform to any limitations or exclusions set forth in this Agreement
- Be consistent with policies and procedures that apply uniformly to both government- financed and other activities of the organization
- Be determined and accounted in accordance with generally accepted accounting principles (GAAP)
- Be adequately documented

10.2 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities;
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard, and American Express;
3. Equipment and other capital expenditures;

4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement;
5. Organization costs (costs in connection with the establishment or reorganization of an organization);
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over $5,000;
7. Selling and marketing; or
8. Travel/training outside Travis County.

10.3 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages;
2. Bad debts;
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity;
4. Contingency provisions (funds) *(Self-insurance reserves and pension funds are allowable);*
5. Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringement;
6. Deferred costs;
7. Depreciation;
8. Donations and contributions, including donated goods or space;
9. Entertainment costs, other than expenses related to client incentives;
10. Fines and penalties (including late fees);
11. Fundraising and development costs;
12. Goods or services for officers' or employees' personal use;
13. Housing and personal living expenses for organization's officers or employees;
14. Idle facilities and idle capacity;
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant;
16. Lobbying or other expenses related to political activity;
17. Losses on other agreements or casualty losses;
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement;
19. Taxes, other than payroll and other personnel-related levies; or
20. Travel outside of the United States of America.

11. Ownership of Property.

11.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

11.1.1 If the services funded by this Agreement are provided in a facility owned by the City or leased from the Travis County, , ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement shall remain with the City.

11.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over $5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due as indicated in Section 4.2.3 of the Agreement, as well as in the Agreement Closeout Summary Report, as indicated in Section 4.2.4 of the Agreement.

11.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION,
ISRAEL VERIFICATION, INTERESTED PARTIES, CONFLICTS OF INTEREST

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer,

demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26th day of October, 2020

CONTRACTOR Front Steps, Inc.
Authorized Signature Kelly G. McDonald
Title Board President

PROHIBITION OF BOYCOTT OF ISRAEL VERIFICATION

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract:

A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.

B. If the Grantee qualifies as a "company", then the Principal Artist verifies that he:
   i. does not "boycott Israel"; and
   ii. will not "boycott Israel" during the term of this Contract.

C. The Grantee's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

A COURT OF COMPETENT JURISDICTION HAS RECENTLY ENJOINED THE ABOVE STATE LAW. HOWEVER, IF THIS INJUNCTION IS LIFTED OR STAYED BY A COURT OR OTHER ENTITY OF COMPETENT JURISDICTION, THIS SECTION WILL BE AN ENFORCEABLE AND REQUIRED TERM OF YOUR CONTRACT WITH THE CITY. IF YOU DISAGREE WITH THE ABOVE SECTION OF THE CONTRACT, PLEASE STRIKE THROUGH IT OR INDICATE YOUR OBJECTION IN THE EXCEPTIONS SECTION. YOUR CONTRACT WILL NOT BE AFFECTED BY STRIKING THROUGH THIS PROVISION, AT THIS TIME.

INTERESTED PARTIES DISCLOSURE (FORM 1295)

As a condition to entering the Contract, the Business Entity constituting the Grantee must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring City Council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will verify the "Certificate of Interested Parties" with the Texas Ethics Commission prior to execution of the Agreement. The Grantee is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CHAPTER 176 CONFLICT OF INTEREST DISCLOSURE

In accordance with Chapter 176 of the Texas Local Government Code, Grantee must file a Conflict of Interest Questionnaire (Questionnaire) with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City, and update the questionnaire not later than seven (7) business days after becoming aware of an event that would make a statement in the questionnaire incomplete or inaccurate. Grantee has a continuing obligation to file the Questionnaire in accordance with the requirements of Chapter 176 of the Texas Local Government Code once it becomes aware of a need to do so. The Questionnaire is available on line at the following website for the City Clerk:

http://www.austintexas.gov/department/conflict-interest-questionnaire

There are statutory penalties for failure to comply with Chapter 176.

Amendment No. 1
to
Agreement No. 4700 NG190000011
for
Social Services
between
FRONT STEPS, INC.
and the
CITY OF AUSTIN

(Ausin Resource Center for the Homeless)

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total amount for this Amendment to the Agreement is ***One Hundred Two Thousand and Fifty Six dollars*** **($102,056).** The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (April 1, 2019 – Sept. 30. 2020)	n/a	$ 4,263,587
Amendment No. 1: Add Funds to Agreement and Modify Program Exhibits	$ 102,056	$ 4,365,643

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures.** [*Revised 6/11/2020*]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative.** [*Revised 6/11/2020*]

4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of *4/1/2019* through *9/30/2020*, the payment from the City to the Grantee shall not exceed $4,365,643 (*Four Million Three Hundred Sixty Five Thousand Six Hundred Forty Three dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

7.0 All other Agreement 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 Agreement.

GRANTEE

Signature:

FRONT STEPS, INC.
Greg McCormack, Executive Director
500 E. 7th Street
Austin, TX 78701

Date: 6/11/2020

CITY OF AUSTIN

Signature:

Linda Moore-Cohns

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 6/24/2020

Program Performance Measures

	Period 1	Period 2	Period 3	Contract Term
Start Date	4/1/2019	10/1/2019		4/1/2019
End Date	9/30/2020	9/30/2020		9/30/2020

Outputs

ID	Output Measure Description	Period 1	Period 2*	Period 3*	Contract Term **
1	Total Number of Unduplicated Clients Served	780	1245		2025
2	Total Number of Clients Served in the ARCH Day Resource Center	2700	1350		4050

Outcomes

ID	Outcome Measure Description	Period 1	Period 2*	Period 3*	Contract Term **
	Number of case-managed households that transition from homelessness into housing	50	405		455
1B	Number of households that exit the program	100	624		724
	Percent of case-managed households that transition from homelessness into housing	50	64.9		62.85
	Number of Homeless Households residing in Shelter Programs receiving APH funding who receive Case Management services.	120	624		744
	Number of Homeless Households residing in shelter programs receiving APH funding.	500	624		1124
	Percentage of Homeless Households residing in Shelter Programs receiving APH funding who receive Case Management services.	24	100		66.19

** Goal Served May Include Carry-Over From Previous Period*

*** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)*

Created: 3/22/2019 10:47:00 AM ***Last Modified, If Applicable:*** 06/11/2020 10:19:00 AM

Program Budget and Narrative

	Period 1	Period 2	Period 3	Contract Start 4/1/2019 Contract End 9/30/2020
Period Start Date	**4/1/2019**	**10/1/2019**		
Period End Date	**9/30/2019**	**9/30/2020**		***Total***
Salary plus Benefits	**$1,048,938.00**	**$2,000,000.00**	**$0.00**	**$3,048,938.00**
General Operations Expenses	$331,529.00	$639,914.00	$0.00	$971,443.00
Program Subgrantees	$0.00	$0.00	$0.00	$0.00
Staff Travel	$2,500.00	$300.00	$0.00	$2,800.00
Conferences	$2,500.00	$0.00	$0.00	$2,500.00
Operations SubTotal	**$336,529.00**	**$640,214.00**	**$0.00**	**$976,743.00**
Food and Beverages for Clients	$3,000.00	$0.00	$0.00	$3,000.00
Financial Direct Assistance to Clients	$101,062.00	$180,000.00	$0.00	$281,062.00
Other Assistance Amount	$10,000.00	$20,900.00	$0.00	$30,900.00
Direct Assistance SubTotal	**$114,062.00**	**$156,000.00**	**$0.00**	**$314,962.00**
Capital Outlay Amount	**$25,000.00**	**$0.00**	**$0.00**	**$25,000.00**
Total	**$1,524,529.00**	**$2,841,114.00**	**$0.00**	**$4,365,643.00**
Total Period Percentage	34.92	65.08	0	

Detailed Budget Narrative

Salaries plus Benefits

Salaries, employment taxes and benefits for staff operation and maintenance of the ARCH Shelter and related case management for ARCH clients

General Op Expenses

Costs could include the following:
•Large repairs of plumbing and items in the shelter (security equipment, elevator, HVAC)
•Maintenance including contracts for pest control and supplies for upkeep including paint and materials
•Supplies for shelter operation, food for clients, supplies for groups, cell phones for shelter staff not a part of City-paid utilities, parking for staff, and office-related expenses
•Equipment including kitchen equipment, shelter furnishings and office furniture and file storage
•Computer maintenance, upgrade/replacement and repairs, supplies, HMIS Licenses for staff, phone maintenance, internet services for the client computer lab
•Program supplies including toiletries such as soap, shampoo, razors, laundry detergent and related items for the use of Clients

Program Subgrantees

Staff Travel

Travel to conferences and meetings outside of the Austin area.

Conferences

Conference and training registration outside of the Austin area.

Food and Beverage

Food for clients moving in to housing.

Financial Assistance

Financial Assistance for Clients: Housing Assistance for finding and maintaining housing: application fees, rent and utilities and arrears. Furniture and household goods for housing.

Other Assistance

Other Direct Assistance: Personal items for shelter clients while at shelter. Background checks, client transportation (bus passes), emergency clothing, clothing/boots for work, legal fees/ documentation, laundry for recently housed clients.

Created *3/21/2019 9:12:00 AM* ***Last Modified, If Applicable*** *06/11/2020 10:19:00 AM*

Program Budget and Narrative

Capital Outlay	*Facility items such as kitchen equipment, washers and dryers, and other items required for the operations of the facility.*

AGREEMENT BETWEEN

THE CITY OF AUSTIN
AND
FRONT STEPS, INC.
FOR

SOCIAL SERVICES

(Austin Resource Center for the Homeless)

AGREEMENT NO. 4700 NG190000011

AGREEMENT AMOUNT: $4,263,587

This Agreement is made by and between the City of Austin (the City) acting by and through its Austin Public Health department (APH), a home-rule municipality incorporated by the State of Texas, and Front Steps, Inc. (Grantee), a Texas non-profit corporation, having offices at 500 E. 7th Street, Austin, TX 78701.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Grantee**. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.2 **Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

1.3 **Responsibilities of the City.** The City's Agreement Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Agreement Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Agreement Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.4 **Designation of Key Personnel.** The City's Agreement Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Agreement Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Agreement Manager or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Agreement Manager.

1.4.3 If either party replaces its Agreement Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be in effect for a term of 18 months beginning April 1, 2019 through September 30, 2020 and may be extended thereafter for up to three additional 12 month periods, subject to the approval of the Grantee and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee 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 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 18 month term shall not exceed the amount approved by City Council, which is **$4,263,587 (*Four Million Two Hundred Sixty Three Thousand Five Hundred Eighty Seven dollars*)**, and $2,739,058 (*Two Million Seven Hundred Thirty Nine Thousand and Fifty Eight dollars)* per 12 month extension option, for a total Agreement amount of $12,480,761. Continuation of the Agreement beyond the initial 18 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.1 The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 Budget Revision: The Grantee may make transfers between or among the approved budget categories with the City Agreement Manager's prior approval, provided that:

i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– $50,000, whichever is less;
ii. the transfers will not increase or decrease the total monetary obligation of the City under this Agreement; and
iii. the transfers will not change the nature, performance level, or scope of the program funded under this Agreement.

4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than $50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of *4/1/2019* through *9/30/2020*, the payment from the City to the Grantee shall not exceed $4,263,587 (*Four Million Two Hundred Sixty Three Thousand Five Hundred Eighty Seven dollars*).

4.2 **Requests for Payment.** Payment to the Grantee shall be due 30 calendar days following receipt by the City of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at http://www.ctkodm.com/austin/. The payment request and expenditure report must be

submitted to the City no later than 5:00 p.m. Central Standard Time 15 calendar days following the end of the month covered by the request and expenditure report. **If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday. Grantee must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system.** Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the Grantee's financial management system
- Profit & Loss Detail report from the Grantee's financial management system
- Check ledger from the Grantee's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2.2 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.

4.3 **Payment.**

4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

4.3.2 If payment is not timely made, (per this paragraph), 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 10 calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Grantee;

4.3.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

4.3.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Grantee to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

4.3.4 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. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

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

No amounts in excess of the Travel Policy or Rates shall be paid. 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 Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Grantee, 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 Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Agreement.

4.7.3 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.7.5 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been

spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

4.7.7 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

4.8 **Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.8.2 To be allowable under this Agreement, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Agreement.
2. Conform to any limitations or exclusions set forth in this Agreement.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement

5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over $5,000
7. Selling and marketing
8. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

4.9 **Reports.**

4.9.1 Grantee must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Agreement Manager using the forms shown at *http://www.ctkodm.com/austin/* by the deadline outlined in Section 4.2. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Grantee shall submit a quarterly performance report using the format and method specified by the City no later than 5:00 p.m. Central Time 15 calendar days following each calendar quarter. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at *http://www.ctkodm.com/austin/*, shall be completed by the Grantee and submitted to the City within 60 calendar days following the end of each Program Period identified in Section 4.1.2.

4.9.4 A Contract Closeout Summary Report using the forms shown at *http://www.ctkodm.com/austin/* shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at *http://www.ctkodm.com/austin/*, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

4.10 **Grantee Policies and Procedures.**

4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As *(DBA)* certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

4.11 **Monitoring and Evaluation.**

4.11.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.11.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Grantee.**

4.12.1 In the event Grantee expends $750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.12.2 If Grantee is not subject to the Single Audit Act, and expends $750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than $750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.12.3 Grantee shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

i. That the auditor completed the financial audit report/financial review report received from the Grantee;
ii. That the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board, and;
iii. The date the financial audit report/financial review report was presented to the Grantee's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.12.9 **Right To Audit By Office of City Auditor.**

4.12.9.1 Grantee 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, and copy any and all records of the Grantee related to the performance under this

Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

4.13 **Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, is vested with the City and such property shall, upon termination of the Agreement, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over $5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due 60 days after the end of each Program Period, as well as in the Agreement Closeout Summary Report, due 60 days after the end of the Agreement Term.

4.13.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Agreement 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 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 Agreement.

5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3 **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 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 Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment

Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 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 Grantee'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 Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, 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.

5.5 **Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1 **Insurance.** The following insurance requirements apply.

6.1.1 **General Requirements**

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' 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. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Austin Public Health
ATTN: Contract Management Team
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 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 Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee 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.

6.1.1.10 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.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement 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 Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 **Commercial General Liability Insurance**. The minimum bodily injury and property damage per occurrence are $500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project

6.1.2.1.2 Independent Grantee's Coverage

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5 Thirty calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of $500,000 per occurrence.

6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be $1,000,000 per occurrence.

6.1.2.2 **Business Automobile Liability Insurance**.

Minimum limits: *$500,000* combined single limit per occurrence for all owned, hired and non-owned autos

a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $1,000,000 per occurrence.

b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: $100,000/$300,000/$100,000.

All policies shall contain the following endorsements:

6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage

6.1.2.2.2. Thirty calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage

6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance**. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Grantee's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance**.

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of $500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than $1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **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.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1 **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 **Americans with Disabilities Act (ADA) Compliance.** No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee 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.

6.5 **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee 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 Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 **Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, 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 Grantee 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 Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes 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 Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "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:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and

Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 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 Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE GRANTEE 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 GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. 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.

8.6 **Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 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, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin Austin Public Health Administrative Services Division	Front Steps, Inc.	City of Austin Austin Public Health
ATTN: Kymberley Maddox, Assistant Director	ATTN: Greg McCormack, Executive Director	ATTN: Stephanie Hayden, Director
7201 Levander Loop, Bldg. E	500 E. 7th Street	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78701	Austin, TX 78702

8.8 **Confidentiality.** In order to provide the deliverables to the City, Grantee 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"). Grantee 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 Grantee (including its employees, Subgrantees, 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 Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee 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.

8.9 **Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement 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 Grantee 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 Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 **Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement 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 Grantee in providing such gratuities.

8.12 **Prohibition Against Personal Interest in Agreements.** 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 Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty 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 Grantee shall render the Agreement voidable by the City.

8.13 **Independent Grantee.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

8.14 **Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement 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 Agreement.

8.15 **Waiver.** No claim or right arising out of a breach of the Agreement 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 Grantee 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 Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 **Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

8.17 **Interpretation.** The Agreement 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 Agreement. Although the Agreement 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 Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Agreement, 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 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 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 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.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 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 Grantee 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 Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 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 30 calendar days from the date of the first mediation session. The City and the Grantee will share the 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.

8.19 **Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Agreement.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subgrantees.**

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, 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 Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 **Jurisdiction and Venue.** The Agreement 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 Agreement 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.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement 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 Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

HOLIDAY	DATE OBSERVED
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.

8.25 **Survivability of Obligations.** All provisions of the Agreement 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 Agreement.

8.26 **Non-Suspension or Debarment Certification.** The City 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 Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 **Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

8.29 **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its

Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at https://www.lep.gov/faqs/faqs.html.

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

FRONT STEPS, INC.	CITY OF AUSTIN
Signature:	Signature:
Name: Greg McCormack Printed Name	Name: Matthew Duree PURCHASING OFFICE
Title: Executive Director	
Date: 3/28/19	Date: 4-5-19

EXHIBITS

Exhibit A – Program Forms

- **A.1** Program Work Statement
- **A.2** Program Performance Measures
- **A.3** Client Eligibility Requirements

Exhibit B – Program Budget Forms

- **B.1** Program Budget and Narrative

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Exhibit D – Homeless Management Information System (HMIS) Reporting Requirements

Exhibit E – Business Associate Agreement

Program Work Statement

Contract Start Date 4/1/2019 ***Contract End Date*** 9/30/2020

Program Goals And Objectives

Based on the belief that all people deserve the dignity of a safe place to call home, Front Steps' mission is to provide a pathway home for our neighbors experiencing homelessness by offering emergency shelter, affordable housing, recuperative medical care, supportive services, and by promoting community awareness. Having this mission in mind, Front Steps manages the ARCH facility to serve multiple purposes, including: operating a safe and clean shelter that provides a respite from the elements, functioning as a place for clients to meet several of their basic needs, and serving as an entry portal to a variety of programs and services dedicated to assisting and empowering clients to achieve self-sufficiency and resolve their homelessness as quickly as possible. Front Steps will create a respective, positive environment that incorporates client participation and opportunities for feedback into daily operations. The primary goal for all clients is rapid exit from homelessness into stable housing.

Austin Public Health (APH) has contracted with the National Alliance to End Homelessness (NAEH) to provide expert consultation, technical assistance and training for Front Steps to transition service delivery in this contract during the first six months, April – September, 2019. Programming, operations and service delivery will be data driven, and specific benchmarks are included.

Program Clients Served

The ARCH emergency shelter serves men ages 18+ who are experiencing homelessness. Access to shelter beds/mats will occur through a community developed strategic prioritization process coordinated by Austin Public Health, Front Steps, Ending Community Homelessness Coalition (ECHO), National Alliance to End Homelessness, and OrgCode.

ARCH operations and services are funded by the City of Austin as well as the U.S. Department of Housing and Urban Development (HUD), through an Emergency Solutions Grant (ESG). Front Steps uses the HUD definition of "homelessness" to verify that persons receiving ESG-funded services live in a situation described by HUD as "homeless," and Front Steps also uses the federal definition of "chronically homeless" to determine if persons receiving ESG-funded services are classified as "chronically homeless." Front Steps documents clients' eligibility and classification using HUD definitions on a Homeless Eligibility Form approved by the City of Austin. Front Steps is aware of continuing changes in the definition of chronic homelessness as a result of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act and receives and discusses updates regularly at Continuum of Care (CoC) meetings within the community.

In order to receive shelter services, case management and housing navigation services, an individual must meet one or both of the following eligibility criteria established by HUD:

Category 1: Literally Homeless
An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
• Has a primary nighttime residence that is a public or private place not meant for human habitation;
• Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs; or
• Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 4: Fleeing/Attempting to Flee Domestic Violence
Any individual or family who:
• Is fleeing, or is attempting to flee domestic violence;
• Has no other residence; and
• Lacks the resources or support networks to obtain other permanent housing.

Compliance with Austin Public Health's (APH) eligibility criteria: The eligibility criteria for the ARCH shelter program is homelessness, so the agency will ensure that all client files contain a Homeless Eligibility form and are entered into the Homeless Management Information System (HMIS). Identity, residency, income requirements, and annual recertification are not required for shelter clients.

Program Work Statement

Contract Start Date 4/1/2019 ***Contract End Date*** 9/30/2020

Program Services And Delivery

Maintenance and Operation of the Austin Resource Center for the Homeless
The City of Austin - Austin Public Health Department (APH) contracts with Front Steps to serve as the operator of the Austin Resource Center for the Homeless (ARCH), located at 500 East 7th Street, Austin, TX 78701.

As the operator of the ARCH, Front Steps is responsible for overall operations, maintenance, and oversight of the facility, as well as the activities located therein. Front Steps manages a preventative maintenance schedule and submits updated maintenance reports on a monthly basis to APH staff for review.

Front Steps is not responsible for managing the lease between the City of Austin and the Healthcare District for the operation of the Health Care for the Homeless ARCH CommUnity Care Clinic.

Shelter and Programming
ARCH is a low-barrier shelter, and will not restrict access due to an individual's lack of income, criminal history background, or outside use of drugs or alcohol. Shelter staff will welcome each person who walks in the door, provide support and work to assess the needs of the individual. This men's shelter will be operated in compliance with the HUD Equal Access Rule. All individuals will have equal access to programs, services and accommodations in accordance with their gender identity, regardless of sexual orientation or marital status.

The ARCH will be operated under the following principles:
A. Housing First shelter principles
B. Emphasis on strategies for appropriate diversion from shelter
C. Low-barrier access to shelter (remove unnecessary barriers and improve access to those who need it most)
D. Housing Case Management available to all staying in shelter
E. Prioritization of shelter beds/mats
F. Day Resource Center only available to shelter clients
G. Oversight and management of entrance, including outreach to people camping outside the shelter

Basic Needs and Support Services
From April – September, 2019, services will be offered through the Day Resource Center at the ARCH. This program is utilized by single, adult men, women, and accompanied children experiencing homelessness. Services include:
• Basic needs services, including but not limited to, showers, laundry, telephone access, mail, locker storage, internet access, and restrooms
• Day Sleep Program (for those meeting eligibility guidelines)
• Access to the CommUnity Care Clinic, job assistance services with Goodwill, mental health services with Integral Care, and other co-located agencies that provide direct, on-site services
• Programs supported by private funding, volunteer time, and donations raised by Front Steps include: housing navigation services, a computer lab, clothing donations/distribution, bus passes, document bank, client wellness activities, winter coat and blanket distribution, dinner meal staffing, etc.

By October, 2019, Day Resource Center services will be integrated into a service delivery model only for persons who are sleeping at the ARCH. Front Steps staff will work with Austin Public Health, community stakeholders, National Alliance to End Homelessness and OrgCode to address the transition to closing the Day Resource Center to non-shelter clients.

All services will be available for shelter clients and closed to the general public. However, this closure will be transitioned through phases. Other resources in the community will be identified to address basic needs, and in particular homeless women will be connected with other resources in the community.

ARCH staff, co-located agencies and community partners will provide resources throughout the day to shelter clients that will move them toward permanent housing. Shelter services will be housing focused and clients with needs for other services will be referred to community providers for additional assistance.

Shelter clients may stay inside during the day to work on housing and associated work, leaving the facility when they choose and as necessary for building cleaning, staff training and meetings. During the day, ARCH staff shall be almost exclusively focused on assisting clients with housing search and related activities.

Program Work Statement

Contract Start Date 4/1/2019 ***Contract End Date*** 9/30/2020

Emergency Night Shelter
Over the first 6 months of the contract, the overnight shelter will transition from sleeping 190 individuals per night to 130 adult men experiencing homelessness. There are 100 bunks available on the 3rd floor, and there will be an additional 30 mats available as well, for a total of 130 sleeping units.

Access to shelter beds/mats will occur through a community developed strategic prioritization process including factors such as high vulnerability due to physical health and mental/behavioral health conditions, length of time homeless, chronic homeless status, personal safety, and other factors. Austin Public Health will coordinate the community stakeholder process with Front Steps, ECHO, National Alliance to End Homelessness (NAEH), and OrgCode, to develop this process. This strategic prioritization process will be implemented through phases. Shelter metrics, agency recommendations, as well as client and community input will be used to update the prioritization process to meet community needs.

When shelter clients arrive at the shelter, Front Steps staff will have creative and problem-solving conversations that help to identify whether individuals are fleeing an unsafe situation, have better alternative housing options, or need help to stay in the place where they have recently been staying. Details for the workflow of persons entering shelter will be defined further through consultation with NAEH and OrgCode, who will be conducting training for the community and providing one-on-one technical assistance with Front Steps staff.

The shelter will allow access throughout the day to shelter clients, without requiring them to leave during the day with minimal restrictions on entry and exit. Safety and security will be provided for clients, as well as limited storage for their belongings. All clients staying at the shelter will have access to housing case management services, linking them to appropriate housing programs. The commercial kitchen will be used to serve nutritious meals. Clients will have access to toilets, sinks, showers, and other services.

Currently, Front Steps shares its sleeping unit reservation system with the following participating agencies: CommUnity Care Clinic, Veterans Administration (VA), Integral Care, HOST, and Downtown Austin Community Court (DACC). By October 1, 2019, Front Steps will have written agreements with these partners to address the need for every client to have access to Housing Case Management.

Streets of Hope (SOH) and Other Supportive Services
SOH provides psycho-educational support/counseling groups to clients whose current or past substance abuse history presents a barrier to achieving housing, income, and personal stability goals. Individual sessions with either a current or a potential group member are also available. Substance abuse counseling teaches the following concepts: managing urges and the consequences of substance use, relapse prevention strategies, drug/alcohol refusal skills, problem-solving skills training to avoid high-risk situations, and coping/social skills training related to symptoms or negative mood states.

Staff and community volunteers often also offer a variety of groups throughout the year including Housing Counseling workshops, monthly informational sessions, Alcoholics Anonymous groups, résumé workshops, educational classes, writing workshops, and health and wellness workshops. Other support/discussion groups are offered based on staff/volunteer availability, with the topics largely client-driven.

Housing Focused, Rapid-Exit Support Services, and Case Management
During the first six months of the agreement, Front Steps will increase case management capacity to address needs for all 130 clients at the shelter when the shelter capacity is reduced for the remainder of the agreement. Front Steps staff will work with community stakeholders, NAEH, and OrgCode to address the transition to reducing shelter capacity from 190 to 130 clients. Front Steps will also work with NAEH to provide a housing-focused infrastructure including:
• Developing a client-centered housing plan within the first week of a client's stay in shelter that includes short-term and achievable goals that have benchmarks to show progress
• Creating a "housing-focused" environment throughout the shelter, including apartment listings, guidance on how to apply for housing, information on how to access benefits, and messaging that celebrates the success of each individual/household that moves into housing
• Focusing case management activities on obtaining and sustaining housing
• Identifying clients' barriers to housing and providing resources to address them
• Conducting regular and frequent in-person meetings that focus on each client's housing options, and adjusting these plans as needed

Created 3/27/2019 1:51:00 PM *Last Modified, If Applicable 3/28/2019 12:15:00 PM*

Program Work Statement

Contract Start Date 4/1/2019 ***Contract End Date*** 9/30/2020

• Promoting messaging that everyone is housing ready as soon as they enter shelter

ARCH staff will work with new shelter clients and encourage them to develop a housing plan within the first few days of entering the shelter. Through housing case management, basic needs will be addressed (such as obtaining identification documents and other needed items), and the primary focus of work within the shelter will be on finding housing and longer-term linkage to various services within the community when needed to promote housing stability and prevent returns to homelessness. The Coordinated Entry system will be used to identify appropriate housing interventions, and shelter staff will work with community partners to connect clients to those resources.

Case Management services are based on the Housing First and Harm Reduction philosophies as well as the stages in the Transtheoretical Model of Change. Various techniques, including motivational interviewing, through a Trauma-Informed lens, are effectively utilized in working with clients whose needs vary across a spectrum of vulnerability.

Front Steps will refer clients to appropriate housing programs, some provided by Front Steps and other community providers. Front Steps has Best Single Source Plus funding, Emergency Solutions Grant Rapid Re-Housing, as well as other state and federal funding for permanent supportive housing programs.

ARCH Entrance and Surrounding Area
While the operator of the ARCH is not solely responsible for the crowding outside of the building, Front Steps staff will work with Austin Public Health, OrgCode and community partners on strategies to address congregation and camping immediately outside of the ARCH. Shelter staff will engage people outside the building regularly for services, trust-building and shelter entry. Staff that are trained in crisis de-escalation and positive relationship management will manage the flow into and out of the building, providing oversight of the entrance to the facility.

Adverse Weather Services
Front Steps will be a partner in the cold weather and heat emergency services. Community partners for cold weather shelter in this program currently include area churches, Salvation Army, Capital Metro, Red Cross, City of Austin Office of Homeland Security and Emergency Management, Parks and Recreation Department, and Austin Public Health.

ARCH staff will participate in annual planning for adverse weather services and will assist in developing systems that best meet the needs of individuals experiencing homelessness and access to shelter.

In the event of a heat emergency, Front Steps actively monitors clients at the ARCH for signs of heat exhaustion or other heat-related issues (calling for emergency medical services should the need arise), establishes cooling areas during the hottest part of the day, and provides access to (water) bottle-filling stations.

System for Collecting and Reporting Program Data

Front Steps utilizes the local Homeless Management Information System (HMIS) as administered by Ending Community Homelessness Coalition (ECHO), to track and report basic client information. Front Steps' staff work to ensure a high standard of data quality in the HMIS system. Front Steps collects accurate data on each client entering the ARCH and corrects other system users' entries from HMIS community partners. Front Steps works to maintain file data through regular internal file monitoring and inventory. All HMIS users receive annual training and periodic updates, and the Front Steps HMIS Agency Coordinator takes an innovative approach to improving data collection, including performing regular user evaluations to ensure data quality both for the files and within the electronic system.

Individuals entering the ARCH for the first time receive an intake and orientation. During intake, clients complete an HMIS data elements form, an HMIS release of information form, as well as the Homeless Eligibility form required by ESG funding agreements. Front Steps also collects an agency Consent to Release of Information, a Client Agreement to Rules & Procedures at the ARCH, and an HMIS ID Card Agreement. The HMIS ID card is provided free-of-charge to each client, and is required to utilize services at the ARCH. Information is entered into the HMIS database, which is used to provide information on client tracking, shelter usage, and demographics. Orientations to the ARCH include an overview of services available within the facility as well as other resources within the community.

Front Steps will provide quarterly measures as defined in the contract to Austin Public Health, and will also submit monthly

Program Work Statement

Contract Start Date 4/1/2019 *Contract End Date* 9/30/2020

shelter metrics developed by NAEH and Austin Public Health that will be reviewed and evaluated by NAEH, OrgCode and community stakeholders. Program design and workflow may be changed and updated based on the monthly metrics.

On a quarterly basis Front Steps personnel gather and report client service usage data to funding sources. That data currently includes the number of clients accessing Day Resource Center services, Emergency Night Shelter services, Case Management services, the number of those exiting Case Management services, as well as the number of clients who exited to safe and stable housing. Exits to permanent housing as well as client lengths of stay in the shelter will be tracked. HMIS, as well as an internally developed database system based on Microsoft Office, are used in the collection of these data elements.

Performance Evaluation

Data is collected to assist Front Steps staff in identifying trends in barriers to housing and employment, as well as to track the efficacy of programs in assisting clients as they work to obtain housing and financial stability. These statistics are reviewed quarterly and compared with those of other agencies serving the same population.

Front Steps staff will use HMIS data and the NAEH monthly shelter metrics to review program outcomes and key performance measures during regularly scheduled meetings with community stakeholders and Austin Public Health. Evaluation of program success and changes to service delivery will be data driven.

ARCH staff will have a regular case review process covering file review and case presentations to ensure achievable goals are being developed and met for each individual. This process will be supported by OrgCode during the first several months of the contract, providing technical assistance and guidance. Frequent meetings between the program director and case managers will provide follow-up on any corrective action plans regarding program client success.

Front Steps' Board of Directors and leadership will meet regularly to review successes and challenges based on data collection and analysis, expenditure of funds and emerging program needs.

Quality Improvement

Front Steps' staff will provide a regular input process for feedback from clients regarding the quality of services and shelter. Currently, Front Steps convenes monthly client Town Hall Meetings and uses a Client Report Form, which offer opportunities for clients to voice concerns, grievances, as well as suggestions for facility and/or policy issues. These systems allow clients to meet personally with the management staff and, when necessary, with the Front Steps' Board of Directors to resolve ARCH-related issues. Front Steps shelter personnel meet regularly to discuss the various needs and concerns of clients accessing shelter services. The Front Steps' Board of Directors includes a member who is a former ARCH client, and who is instrumental in representing the clients' viewpoints in creating and setting agency policy and strategies. ARCH staff will convene meetings with the community, co-located agencies, clients, and staff to regularly provide opportunities for open feedback and coordination with community partners about shelter policies and performance. ARCH staff leadership will implement other strategies to improve program performance, promote a positive, solutions-oriented environment, and maintain high standards of data collection and management.

Service Coordination with Other Agencies

Front Steps will coordinate services with appropriate community service providers for mental health, services for veterans and other key community services that are necessary for ARCH shelter clients. Front Steps works closely in collaboration with Integral Care to provide case management services to vulnerable ARCH clients, and also partners with Integral Care on permanent supportive housing programs.

ARCH staff will work with community rapid re-housing and permanent supportive housing (PSH) providers to access appropriate housing resources for shelter clients. ARCH staff will work with CommUnity Care clinic staff and representatives of other co-located agencies to discuss services for clients and problem-solve challenging cases. Integral Care, VA, CommUnity Care Clinic, and other co-located representatives will be invited to attend regularly held staff meetings to discuss services to clients and problem-solve challenging cases.

The agency works in collaboration with ECHO in taking a lead role in data and service pilots, Coordinated Entry pilots, coordination of Permanent Supportive Housing (PSH)/HUD projects, as well as other strategic efforts in addressing

Program Work Statement

Contract Start Date 4/1/2019 ***Contract End Date*** 9/30/2020

homelessness in the community. Front Steps calls meetings of the agencies operating social services in the downtown area to discuss programmatic and community issues. Front Steps' staff are highly engaged and are often at the forefront of effectively working with all organizations, public or private, that provide housing, services, and resources for individuals experiencing homelessness. Front Steps actively participates in the Collaboration Technologies for Organizations Serving the Homeless (CTOSH) listserv for information-sharing, and responds to requests for assistance from community partners and the public at-large.

Service Collaboration with Other Agencies

No subgrantees or formal collaborations are funded through this contract.

Community Planning Activities

Designated Front Steps' directors, managers and coordinators are members of the following ECHO committees and subcommittees: Membership Council, HMIS, Continuum of Care, Veterans, Local Policy and Practice. Front Steps has participated in planning efforts regarding the City Council's efforts to create more affordable housing, the local 100 Homes Campaign, Ending Veteran Homelessness, Ending Youth Homelessness, Downtown Strategies, and other planning efforts. Front Steps also works collaboratively with the Downtown Austin Alliance, Sixth Street Association and Downtown Neighborhood Association on a variety of issues and initiatives such as the "I Live Here I Give Here" public education campaign that encourages people to give responsibly. Front Steps works closely with ECHO and other community partners in gathering public support of PSH and delivery of HUD-funded housing.

Program Performance Measures

	Period 1	Period 2	Period 3	Contract Term
Start Date	4/1/2019	10/1/2019		4/1/2019
End Date	9/30/2020	9/30/2020		9/30/2020

Outputs

ID	Output Measure Description	Period 1	Period 2*	Period 3*	Contract Term **
1	Total Number of Unduplicated Clients Served	780	1200		1530
2	Total Number of Clients Served in the ARCH Day Resource Center	2700	1300		2500

Outcomes

ID	Outcome Measure Description	Period 1	Period 2*	Period 3*	Contract Term **
	Number of case-managed households that transition from homelessness into housing	50	390		440
1B	Number of households that exit the program	100	600		700
	Percent of case-managed households that transition from homelessness into housing	50	65		62.86
	Number of Homeless Households residing in Shelter Programs receiving APH funding who receive Case Management services.	120	600		450
	Number of Homeless Households residing in shelter programs receiving APH funding.	500	600		1000
	Percentage of Homeless Households residing in Shelter Programs receiving APH funding who receive Case Management services.	24	100		45

** Goal Served May Include Carry-Over From Previous Period*

*** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)*

Created: 3/22/2019 10:47:00 AM *Last Modified, If Applicable:* 3/28/2019 3:19:00 PM

City of Austin Health and Human Services
Social Service Contracts
Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
  - Annual certification of client eligibility
  - Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
  - If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
  - Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
  - Clients in programs serving victims of violence are not subject to residency or income requirements
  - Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
  - A government –issued identification; or
  - A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
  - Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
  - Residency eligibility must be verified by one or more of the following sources:
    - Austin GIS Jurisdictions Web Map (http://www.austintexas.gov/gis/JurisdictionsWebMap/)
    - Travis County Appraisal District website (http://www.traviscad.org)

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
  - For the purposes of determining eligibility for City-funded services, a family unit consists of:
    - A person living alone:
      - An adult living alone
      - A minor child living alone or with others who are not responsible for the child's support
    - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
      - Two persons in a domestic partnership, or legal or common-law marriage
      - One or both legal parents and minor children
      - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

(A) Temporary Assistance for Needy Families (TANF);
(B) Money, wages and salaries before any deductions;
(C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
(D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
(E) Railroad retirement;
(F) Unemployment compensation;
(G) Strike benefits from union funds;
(H) Worker's compensation;
(I) Training stipends;
(J) Alimony;
(K) Military family allotments;
(L) Private pensions;
(M) Government employee pensions (including military retirement pay);
(N) Regular insurance or annuity payments; and
(O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

(A) Capital gains; any assets drawn down as withdrawals from a bank;
(B) The sale of property, a house, or a car;
(C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

(D) Tax refunds, gifts, loans, and lump-sum inheritances;
(E) One-time insurance payments or compensation for injury;
(F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
(G) Food or housing received in lieu of wages;
(H) The value of food and fuel produced and consumed on farms;
(I) The imputed value of rent from owner-occupied non-farm or farm housing;
(J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
(K) Housing assistance and combat zone pay to the military;
(L) Veterans (VA) Disability Payments;
(M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
(N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
  - Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
  - Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	Period 1	Period 2	Period 3	Contract Start / Contract End	4/1/2019 / 9/30/2020
Period Start Date	4/1/2019	10/1/2019			
Period End Date	9/30/2019	9/30/2020			*Total*
Salary plus Benefits	$1,048,938.00	$2,097,876.00	$0.00		$3,146,814.00
General Operations Expenses	$331,529.00	$465,182.00	$0.00		$796,711.00
Program Subgrantees	$0.00	$0.00	$0.00		$0.00
Staff Travel	$2,500.00	$5,000.00	$0.00		$7,500.00
Conferences	$2,500.00	$5,000.00	$0.00		$7,500.00
Operations SubTotal	$336,529.00	$475,182.00	$0.00		$811,711.00
Food and Beverages for Clients	$3,000.00	$6,000.00	$0.00		$9,000.00
Financial Direct Assistance to Clients	$101,062.00	$130,000.00	$0.00		$231,062.00
Other Assistance Amount	$10,000.00	$20,000.00	$0.00		$30,000.00
Direct Assistance SubTotal	$114,062.00	$156,000.00	$0.00		$270,062.00
Capital Outlay Amount	$25,000.00	$10,000.00	$0.00		$35,000.00
Total	$1,524,529.00	$2,739,058.00	$0.00		$4,263,587.00
Total Period Percentage	35.76	64.24	0		

Detailed Budget Narrative

Salaries plus Benefits

Salaries, employment taxes and benefits for staff operation and maintenance of the ARCH Shelter and related case management for ARCH clients

General Op Expenses

Costs could include the following:
•Large repairs of plumbing and items in the shelter (security equipment, elevator, HVAC)
•Maintenance including contracts for pest control and supplies for upkeep including paint and materials
•Supplies for shelter operation, food for clients, supplies for groups, cell phones for shelter staff not a part of City-paid utilities, parking for staff, and office-related expenses
•Equipment including kitchen equipment, shelter furnishings and office furniture and file storage
•Computer maintenance, upgrade/replacement and repairs, supplies, HMIS Licenses for staff, phone maintenance, internet services for the client computer lab
•Program supplies including toiletries such as soap, shampoo, razors, laundry detergent and related items for the use of Clients

Program Subgrantees

Staff Travel

Travel to conferences and meetings outside of the Austin area.

Conferences

Conference and training registration outside of the Austin area.

Food and Beverage

Food for clients moving in to housing.

Financial Assistance

Housing Assistance for finding and maintaining housing: application fees, rent and utilities and arrears. Furniture and household goods for housing.

Other Assistance

Personal items for shelter clients while at shelter. Background checks, client transportation (bus passes), emergency clothing, clothing/boots for work, legal fees/documentation, laundry for recently housed clients.

Created *3/21/2019 9:12:00 AM* ***Last Modified, If Applicable*** *3/22/2019 10:40.00 AM*

Program Budget and Narrative

Capital Outlay	*Facility items such as kitchen equipment, washers and dryers, and other items required for the operations of the facility.*

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 28 day of March, 2019

CONTRACTOR Front Steps

Authorized Signature

Title Executive Director

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REPORTING REQUIREMENTS

Organizations receiving funding from the City of Austin for homelessness prevention and homeless intervention services are 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. A high level of data quality is required. The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator.

Requirements Include:

- All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
- HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
- Organizations must have an ECHO HMIS Memorandum of Understanding
- Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"
- Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM System

Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.

If data quality reports fall below minimum standards, payments may be withheld until reports improve to "Excellent" or "Acceptable" ratings.

These requirements also pertain to all Subcontractors serving people who are homeless under this agreement.

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.

2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.

3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.

4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."

6. Individual. "Individual" shall mean the person who is the subject of the protected health information.

7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.

8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.

9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.

10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.

11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.

12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.

13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;

2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;

3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;

4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;

5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;

6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,

7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and

administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

(a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;

(b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and

(c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.

2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.

3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.

4. Safeguards.

(a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

(b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered

Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.

6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:

   (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business

Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

(b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.

(c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12-month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect

permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.

13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than **three** days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI

was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.

15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Tile 11, subtitle B, chapter 521, Subchapter A, Section 521.053. Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.

2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.

3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation

requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.

3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.

4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

    a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand-alone agreement or an addendum to a Master Services Agreement, if

Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

b. Immediately terminate this Agreement whether it is in the form of a stand-alone agreement of an addendum to a Master Services Agreement if Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

   Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

   These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.

3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.

7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.

8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate

therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

FRONT STEPS

"Everyone deserves a safe place to call Home."

Request for Qualifications Statement

RFQS 4700 EAD 4000 REBID

Solicitation Documents

Front Steps, Inc.

FRONT STEPS

"Everyone deserves a safe place to call Home."

Front Steps, Inc.
Request for Qualifications Statement
RFQS 4700 EAD 4000 REBID– Solicitation Documents

Table of Contents

TAB 1:	City of Austin Purchasing Documents	Page 1-11a
	a) Signed Offer Sheet	Page 2
	b) Section 0630 Exceptions	Page 3
	c) Section 0800 Non-Discrimination/ Non Retaliation Certification	Page 4-5
	d) Section 0900 Subcontracting/ Sub Consulting Form	Page 6-7
	e) Section 0905 Subcontracting/ Sub Consulting Plan (N/A)	Page 8-11
	f) All signed Addendums	Page 11a
TAB 2:	Authorized Negotiator	Page 12-13
TAB 3:	Executive Summary	Page 14-16
TAB 4:	References	Page 17-62

a) 3 References (Pages 18-20)
b) Attached monitoring reports
- ❑ May 2016 Monitoring (Pages 21-42)
- ❑ 2016-2017 Mid-Year Report (Pages 43-44)
- ❑ 2016-2017 Final Report (Pages 45-47)
- ❑ 2017-2018 Mid-Year Report (Pages 48-57)
- ❑ 2018 Desk Based File Review (Pages 58-62)

TAB 5:	Personnel	Page 63-72

a) Narrative (Page 64-72)
b) Attachments: Organizational Chart (Page 73)
c) Resumes (5) (Pages 74-87)

FRONT STEPS

"Everyone deserves a safe place to call Home."

TAB 6:	Agency Qualifications	Page 88-218

a) Narrative (Pages 89-90)
b) Current Board of Directors Bylaws (Pages 91-106)
c) Form 990 (Pages 107-140)
d) Audited Financial Statements (Pages 141-197)
FY2016 (Pages 141-172)
FY 2017 (Pages 173-197)
e) Board of Directors Minutes (Pages 198-218)

TAB 7:	Experience and Compliance	Page 219-226
TAB 8:	Service Capacity	Page 227-239
TAB 9:	Sample Documents	Page 240-334

a) Sample Daily Schedule (Page 241)
b) Sample Policies and Procedures
1. Case Management Services Policy (Pages 242-244)
2. Intake Packet (Pages 245-255)
3. Shelter Operations: Standard Operating Procedures (Pages 256-315)
c) Sample data system generated program performance
1. FY 2016-2017 Data Completion Reports (DCR) (Pages 316-325)
2. FY 2017-2018 Data Completion Reports (DCR) (Pages 326-334)

TAB 1: City of Austin Purchasing Documents

A. **Signed Offer Sheet**
B. **Section 0630 Exceptions**
C. **Section 0800 Non-Discrimination and Non-Retaliation Certification**
D. **Section 0835 Non-Resident Bidder Provisions (Not applicable/No Form)**
E. **Section 0900 Subcontracting/Sub-consulting Utilization Form**
F. **Section 0905 Subcontracting/Sub- Consulting Utilization Plan**
G. **All signed Addendums**

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: Front Steps, Inc.

Company Address: P.O. Box 684519

City, State, Zip: Austin, Texas 78701

Federal Tax ID No. - -

Printed Name of Officer or Authorized Representative: Greg McCormack

Title: Executive Director

Signature of Officer or Authorized Representative:

Date: 10-25-2018

Email Address: GMcCormack@frontsteps.org

Phone Number: 512-305-4108

*** Qualifications Statement must be submitted with this signed Offer sheet to be considered for award**

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

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 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.

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

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. **AUDITS and RECORDS**:

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. Records Retention:

i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

iii. The Contractor shall retain all 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.

C. The Contractor shall include sections A and B 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.

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.

    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 <u>at least</u> 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 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 48. 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 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.

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, telefax, 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 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 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 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:

Holiday	Date Observed
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.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor'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 Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

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 erin.dvincent@austintexas.gov at least seven (7) calendar days before the solicitation due date.

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

   Offeror shall have, and shall require all Subgrantees/subcontractors (if applicable) of every tier providing services to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Offeror and/or Subgrantee/subcontractors pursuant to applicable generally accepted business standards. Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements

The following requirements (A-J) apply to the **Offeror and to Subgrantee(s)/subcontractor of every tier** performing services or activities pursuant to the terms of this contract. Offeror acknowledges and agrees to the following concerning insurance requirements applicable to Offeror and Offeror's Subgrantee/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 Austin Public Health Department 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 Austin Public Health Department. The Certificate(s) shall show 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 Offeror make reasonable adjustments when the scope of services has been expanded.

I. Offeror shall not allow any insurance to be cancelled or lapse during any term of this Contract. Offeror shall not permit the minimum limits of coverage to erode or otherwise be reduced. Offeror 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 Offeror or Subgrantee/subcontractor(s).

K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to the **Offeror and to Subgrantee/subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Offeror acknowledges and agrees to the following concerning insurance requirements applicable to Offeror and Offeror's Subgrantee/subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are

   $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** combined single limit per occurrence for coverage A and B.

   *<u>Supplemental Insurance Requirement</u>
   If eldercare, childcare, or housing for clients is provided, the required limits shall be:
   $1,000,000 per occurrence

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

3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage 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)

4. If care of a child is provided outside the presence of a legal guardian or parent, the Offeror shall provide coverage for sexual abuse and molestation for a minimum limit of *$500,000* per occurrence. The policy shall be endorsed to cover injury to a child while the child is in the care of the Offeror or Subgrantee/subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits: *$500,000* combined single limit per occurrence

   a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of *$1,000,000* per occurrence.

   b. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy

coverage with limits of: *$100,000/$300,000/$100,000* may be provided in lieu of Business Automobile Liability Insurance.

2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

   a. Waiver of Subrogation (Form CA 0444)
   b. Thirty (30) day Notice of Cancellation (Form CA 0244)
   c. City of Austin named as Additional Insured (Form CA 2048)

D. Professional Liability Insurance

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. Blanket Crime Policy Insurance

A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than $1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Offeror shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Offeror shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

3. **TERM OF CONTRACT:**

A. The Contract shall commence on April 1, 2019, unless otherwise amended, and shall remain in effect until September 30, 2021. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

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.

4. **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 or emailed to the below address:

	City of Austin
Department	Austin Public Health
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
Email	HHSDAPInvoices@austintexas.gov

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.

5. **GRANTEE POLICIES AND PROCEDURES:**

Offeror/Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

6. **CRIMINAL BACKGROUND CHECKS:**

Offeror/Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Offeror/Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

7. **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.

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

   Per §2-7-102-(A)(1), this solicitation is exempt from the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement.

9. **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:

   Neil Hackett

   Neil.Hackett@austintexas.gov

   (512) 972-5026

City of Austin
Austin Resource Center for the Homeless (ARCH) Shelter Operations & Services
Request for Qualifications RFQS 4700 EAD4000REBID

Introduction

The Austin Resource Center for the Homeless (ARCH), which opened in 2004, is a 28,000+ square foot facility designed to offer a variety of services for individuals experiencing homelessness with the goal of resolving individuals' housing crises. The City of Austin owns the building and contracts with a nonprofit agency to provide emergency shelter services, connection to housing services, facility operations and facility management.

On October 12, 2017, Austin City Council passed Resolution No. 20171012-015, directing the City Manager to conduct a stakeholder engagement process to redefine the scope of services at the ARCH, with a focus on operating within the intended built capacity. The resolution also directs that the scope consider recommendations from the Bloomberg iTeam, the Ending Community Homelessness Coalition (ECHO)'s Action Plan, the National Alliance to End Homelessness, and other community partners and stakeholders. Documents used to inform the following Scope of Work can be found on the Austin Public Health website at: http://www.austintexas.gov/health.

1.0 Purpose

The City of Austin ("City") seeks to establish a grant agreement with a qualified nonprofit or governmental entity to provide emergency shelter services and connection to permanent housing services at the Austin Resource Center for the Homeless (ARCH) at 500 E. 7th Street, Austin, Texas, 78701.

2.0 Objective

The ARCH operator shall provide program services, facility management and operations necessary to provide emergency shelter to adult men experiencing homelessness. A variety of housing-focused services shall be delivered with the objective of resolving an individual's housing crisis and connecting individuals experiencing homelessness to safe, stable housing.

3.0 Funding and Timeline

3.1 Approximately $3 million in local and federal funding is available annually to operate the ARCH.

3.2 Housing programs such as rapid re-housing and permanent supportive housing are considered separate from this RFQS, and acknowledged as a necessary component of successfully transitioning individuals from emergency shelter to permanent housing. Coordinated housing programs may be provided by the ARCH operator and/or through service coordination with other community partners.

3.3 Offerors responding to this RFQS may respond on behalf of their own organization or may respond as the lead organization with formal subgrantees. Any grant agreement resulting from this RFQS will be executed between the City of Austin and the Offeror.

4.0 Definitions

4.1 "Case Management" is defined as services that help persons who are homeless move through crisis towards stability, including developing an individualized case

plan, assistance obtaining identification and required documentation, connecting clients to mainstream resources and housing resources.

4.2 "Chronically Homeless" is defined federally by the United States Department of Housing and Urban Development (HUD) as

(1) A homeless individual with a disability who:

- Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
- Has been homeless continuously for at least 12 months or on at least 4 separate occasions in the last 3 years where the combined occasions must total at least 12 months
  - Occasions separated by a break of at least seven nights
  - Stays in institution of fewer than 90 days does not constitute a break

(2) An individual who has been residing in an institutional care facility for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraphs (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

4.3 "Coordinated Entry/Coordinated Assessment" is defined as a process to assess the needs of homeless persons and to direct them to a particular housing solution in the community – Permanent Supportive Housing, Rapid Rehousing, or to determine if they only need minimal assistance to divert them from homeless shelters. The Coordinated Assessment (CA) is the assessment that prioritizes a person's level of vulnerability compared to other homeless persons in the community who have been assessed with the same tool, and prioritizes serving persons ranked most vulnerable first. In Austin, the Coordinated Assessment is currently completed at walk-in centers and by phone by qualified staff at the Ending Community Homelessness Coalition.

4.4 "Emergency Shelter" is defined as a facility that provides temporary or transitional shelter for persons who are homeless, housing persons in dorms on bunks on mats, or in private rooms. Shelters serve the general homeless population or specific subpopulations such as families, single adult females or males, or those with specialized needs like mental health or substance use services.

4.5 "Housing First Shelter" is defined as a shelter with low barriers for entry, with no requirements for sobriety or drug testing, with a person-centered approach, only requiring engagement in case management and other services after an introductory period. The National Alliance to End Homelessness has developed the following Housing First principles:

- Homelessness is foremost a housing problem and should be treated as such
- Permanent housing is a right to which all are entitled
- People should be returned to or stabilized in permanent housing as quickly as possible and connected to necessary resources to sustain housing

- Issues that may have contributed to a household's homelessness can best be addressed once they are permanently housed

4.6 "Housing Navigation" is defined as services that bridge the gap between homelessness and stable housing by connecting people to permanent housing solutions.

4.7 "Low Barrier Shelter" is defined as housing where a minimum number of expectations are placed on people who wish to stay there. The aim is to have as few barriers as possible to allow more people access to services. Low-barrier facilities follow a harm reduction philosophy. See below for more about harm reduction.

4.8 "Permanent Housing" is defined as housing that is not time limited usually with a lease, and may include market rate apartments or those with permanent assistance or vouchers through a Housing Authority or permanent supportive housing program. It may also include living with family or housing where a client has time-limited rental assistance (through Rapid Rehousing, for example), but where the client has the option of transitioning in place to market rate rent or affordable rental rates.

4.9 "Permanent Supportive Housing" is defined as housing for homeless individuals that combines non-time limited affordable housing assistance with voluntary support services to address the needs of persons with complex mental or physical health, addictions, or cognitive challenges. The services are designed to build independent living and tenancy skills and connect people with healthcare, substance use treatment and employment services. In addition to ending a person's homelessness and increasing their housing stability, Permanent Supportive Housing has been shown to improve health and wellbeing.

4.10 "Rapid Re-housing" is defined as services that quickly connect persons, with a mid-range level of needs, to permanent housing by addressing their immediate barriers to permanent housing with housing location, financial assistance and housing stability case management.

4.11 "Shelter Diversion" is defined as services to assist a person in finding other safe and appropriate housing options than shelter. Diversion staff have creative and problem-solving conversations that help to identify whether individuals are fleeing an unsafe situation, have better alternative housing options, or need help to stay in the place where they have recently been staying to determine if there are any other safe housing resources available than shelter.

5.0 Offeror Qualifications

5.1 Offeror should have a minimum of five (5) years established, successful experience providing shelter services, case management, housing navigation, and shelter operations and maintenance in a jurisdiction of a metropolitan population equal to or greater than Austin, Texas.

5.2 Financial Stability

5.2.1 Offeror shall have proven financial stability as indicated by:
- Submission of all due 990 tax returns to the IRS
- Payment of all Federal and State payroll taxes

- No past due taxes owed to the City

5.2.2 For the two most recent consecutive audit years the Offeror should have received audits demonstrating:
- An unqualified and/or unmodified audit opinion, and
- No statement of going concern uncertainty, and
- No material weaknesses or significant deficiencies in financial management and/or internal control cited in the two most recent audit or management letters

5.2.3 Offeror shall be eligible to legally contract with the City of Austin and the U.S. Department of Housing and Urban Development (HUD).
- City policy does not permit entering into an agreement with an entity that owes taxes to the City
- The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin

5.3 Offeror shall have the ability to meet Austin Public Health's Social Services Insurance Requirements (reference Section 0400).

5.4 Offeror should have proven experience complying with local, state and federal funding requirements, including monthly reporting, segregation of funds, HUD habitability standards, etc.

5.5 Offeror should have an active Board of Directors that:
- Meets regularly (at least four times per year)
- Reviews program performance, financial performance, and annually approves the agency budget
- Has specific terms with beginning and end dates
- Has a composition, size, terms and other functions that are in compliance with the Agency's bylaws
- Receives no material compensation for their services
- Has a strong commitment to fundraising to ensure well-funded, sustainable programs and operations

6.0 Goals for ARCH Shelter Operations and Services

6.1 The City of Austin is dedicated to selecting a shelter operator with a strong understanding of the needs of individuals experiencing homelessness, and a demonstrated history of respect and compassion for their guests. The environment established by the operator – which includes staffing, guest participation, and opportunities for feedback – must reflect a positive, respectful culture. The shelter's programming will be focused on ending homelessness for guests by housing people as quickly as possible, using the Coordinated Entry system, and connecting households to other resources to help them stabilize once housed.

6.2 The ARCH will be operated under the following Principles of Service Delivery:

A. Housing First shelter principles
B. Emphasis on strategies for appropriate diversion from shelter

C. Low-barrier access to shelter (remove unnecessary barriers and improve access to those who need it most)
D. Case Management available to all staying in shelter
E. Prioritization of shelter beds/mats
F. Day Resource Center only available to shelter guests
G. Oversight and management of entrance and area outside shelter, including outreach to people camping outside the shelter

6.3 Key performance measures to evaluate the effectiveness of shelter and the shelter system include:

- Exits to permanent housing
- Length of stay in shelter
- Rate of returns to homelessness

7.0 Program Clients Served

7.1 Individuals served at the ARCH will be adult men experiencing homelessness, without regard to an individual's income or lack of income, criminal history background, or outside use of drugs or alcohol.

7.2 Clients receiving shelter services, case management, housing location and navigation services will have the following client eligibility, as defined by HUD:

<u>HUD Category 1 – Literally Homeless</u>
Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation
- Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs
  or
- Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

<u>HUD Category 4 – Fleeing / Attempting to Flee Domestic Violence</u>
Any individual or family who:

- Is fleeing, or is attempting to flee domestic violence
- Has no other residence
  and
- Lacks the resources or support networks to obtain other permanent housing

8.0 Program Services and Delivery

8.1 Principles of Service Delivery

8.1.1 The ARCH will be operated under the following principles:
A. Housing First shelter principles
B. Emphasis on strategies for appropriate diversion from shelter
C. Low-barrier access to shelter (remove unnecessary barriers and improve access to those who need it most)

D. Case Management available to all staying in shelter
E. Prioritization of shelter beds/mats
F. Day Resource Center only available to shelter guests
G. Oversight and management of entrance and area outside shelter, including outreach to people camping outside the shelter

8.2 General Shelter Structure

8.2.1 130 beds or mats will be available to adult men, configured to align with best practices on personal space calculations and code requirements.

8.2.2 The shelter will be open and available 24/7 to shelter guests with minimal restrictions on entry and exit. Safety and security will be provided for persons and their belongings.

8.2.3 The commercial kitchen will be used to serve nutritious meals. Shelter guests will have access to toilets, sinks, showers, storage for personal belongings and other services.

8.2.4 All persons staying at the shelter will have access to case management services, linking them to appropriate housing programs.

8.3 Shelter Services

8.3.1 When a person walks in the door, shelter staff will welcome each person, provide support and work to assess the needs of the individual.

8.3.2 Shelter will be low-barrier, and will not restrict access due to an individual's lack of income, criminal history background, or outside use of drugs or alcohol.

8.3.3 Access to shelter beds/mats will occur through a community developed prioritization process including factors such as high vulnerability due to physical health and mental/behavioral health conditions, length of time homeless, chronic homeless status, and other factors.

8.3.4 Beds/mats will be reserved or filled through a combination of Coordinated Entry referrals and referrals from community partners.

8.3.5 If a shelter guest has not started the Coordinated Entry process, shelter staff will insure the guest is rapidly assessed.

8.3.6 Staff will have creative and problem-solving conversations that help to identify whether individuals are fleeing an unsafe situation, have better alternative housing options, or need help to stay in the place where they have recently been staying. If there are no other resources available and there are available shelter beds or mats, the person can enter shelter if the person is deemed eligible.

8.3.7 Details for the workflow of persons entering shelter will be defined further in the contracting process and through work with the National Alliance to End Homelessness who will provide consulting services.

8.3.8 While the shelter is for men only, the shelter will be compliant with the HUD Equal Access Rule and is open to all eligible individuals regardless of sexual orientation, gender identity, or marital status.

8.4 Housing Focused, Rapid-Exit Support Services and Case Management

8.4.1 ARCH staff will work with new shelter guests to develop a housing plan within the first few days of entering the shelter. After guests are allowed time to adjust they will be asked to participate in case management.

8.4.2 Through case management, basic needs will be addressed such as obtaining identification documents and other needed items, and the focus of all work in the shelter will be on finding housing. The Coordinated Entry system will be used to identify appropriate housing interventions, and shelter staff will work with community partners to connect clients to those resources.

8.4.3 If the shelter operator is able to provide in-house housing placement programs, the shelter's housing placement programs will follow Housing First principles: support participants in moving into permanent housing in the most rapid and streamlined way possible, without unnecessary service pre-requisites, rules, or program requirements.

8.4.4 ARCH staff will use the National Alliance to End Homelessness (NAEH) recommendations to accomplish a housing-focused infrastructure:

- Develop a housing plan within the first week of a participant's stay in shelter that includes short-term and achievable goals that are created by the participant rather than the staff person and have short-term benchmarks to show progress
- Create a "housing-focused" environment throughout the shelter, including apartment listings, guidance on how to apply for housing, information on how to access benefits, and messaging that celebrates the success of each household that moves into housing
- Focus case management activities on obtaining and sustaining housing
- Identify participants' barriers to housing and identify resources to address barriers
- Conduct regular and frequent in-person case management meetings that focus on a housing plan and adjust the plan as needed
- Promote messaging that everyone is housing ready as soon as they enter shelter

8.5 Day Resources: Service Coordination

8.5.1 Day Resource Center services will be integrated into a service delivery model only for persons who are sleeping at the ARCH. Day Resource services will be available for shelter guests and closed to the general public.

8.5.2 ARCH staff, co-located agencies and community partners will provide day resources to shelter guests that will move them toward permanent

housing. Shelter services will be housing focused and needs for other services will be referred to community providers.

8.5.3 Shelter guests may stay inside during the day to work on housing and associated work, leaving the facility when they choose. ARCH staff time spent in the Day Resource Center shall be almost exclusively focused on assisting guests with housing search and related activities.

9.0 Maintenance and Operations

9.1 The operator of the ARCH will be responsible for overall operations, maintenance, repairs and oversight of the facility and the activities located therein. ARCH staff will manage a preventative maintenance schedule and will submit maintenance reports monthly to Austin Public Health staff for review.

9.2 The final grant agreement will specify division of maintenance and repair responsibilities between the City of Austin, as owner of the building, and the ARCH operator, who will provide day-to-day management.

9.3 ARCH staff will not be responsible for managing the lease between the City of Austin and the Healthcare District for the operation of the Health Care for the Homeless ARCH CommUnity Care Clinic.

9.4 Adverse Weather Services

9.4.1 The City's Office of Homeland Security and Emergency Management (HSEM) is the lead agency for severe weather response. The operator of the ARCH will be a partner in cold weather and heat emergency services. Additional community partners for cold weather shelter in the program currently include area churches, Salvation Army, Capital Metro, Red Cross, City of Austin Parks and Recreation Department, and Austin Public Health.

9.4.2 ARCH staff will participate in annual planning for adverse weather services and will assist in developing systems that best meet the needs of individuals experiencing homelessness and access to emergency shelter.

9.5 ARCH Entrance and Surrounding Area

9.5.1 While the operator of the ARCH is not solely responsible for the crowding outside of the building, ARCH staff will work with Austin Public Health and community partners on strategies to address congregation and camping immediately outside of the ARCH.

9.5.2 Shelter staff will engage people outside the building regularly for services, trust-building and shelter entry. Staff that are trained in crisis de-escalation and positive relationship management will manage the flow into and out of the building, providing oversight of the entrance and surrounding area.

10.0 Staffing

10.1 Staff will be trained and proficient in trauma-informed care and housing-focused shelter service delivery. The housing focus should start with client intake on day one with a strong focus on self-resolution. Shelter program staff positions and duties may include the following, although position titles and descriptions may vary:

Housing Resources Engagement Specialist / Diversion

- Welcome individuals who are entering the shelter and provide immediate connection to available resources; Be available regularly for guests and non-guests for questions and follow-up on information and referrals
- Conduct outreach and engage homeless individuals directly outside the shelter with resources to resolve housing crisis
- Divert homeless individuals from utilizing shelter by connecting them with resources to resolve their homeless situation
- Conduct Coordinated Assessment to determine appropriate permanent housing intervention and service needs

Shelter Housing Navigator

- Develop an individual housing plan for each shelter guest
- Connect program participants to community resources that will support the goal of permanent housing acquisition
- Navigate persons to permanent housing placement or programs that will assist with safe and stable housing
- Ensure participants have the necessary items to secure housing (e.g. valid identification, income verification, bank statements, etc.)

10.2 While sheltering individuals experiencing homelessness is the day-to-day function of the shelter, the focus of all staff resources will be on assisting clients to obtain and maintain permanent housing. The operator of the ARCH will connect shelter guests with rapid re-housing, permanent supportive housing, and other housing programs. These program services may be administered by the same agency operating the ARCH and/or through partnerships with other community agencies working to house individuals experiencing homelessness. Housing program staff positions and duties should include:

Housing Search and Placement Case Manager

- Housing search
- Outreach to and negotiation with property managers, landlords, and owners
- Assessment of housing units for compliance with certain state and federal grants for habitability, lead-based paint restrictions, and rent reasonableness
- Assistance with obtaining utilities and making moving arrangements
- Coordination with rental and move-in assistance, as available
- Ensure a “warm hand-off” to the Housing Stability Case Manager to provide ongoing in-home supportive services, as needed

Housing Stability Case Manager

- Develop and implement a housing stabilization plan for resident
- Build and maintain relationships with landlords/management firms/property owners as well as with partner agencies and resource providers in the Coordinated Entry System

- Demonstrate strong leadership skills and stay up-to-date on best practices in housing stabilization services (e.g. Housing First Model, Harm Reduction, Motivational Interviewing, etc.)
- Develop, secure, and coordinate services for clients
- Obtain federal, state, and local benefits including linking client to housing, stabilization and support services
- Meet with client regularly and evaluate client's changing needs

11.0 Collecting and Reporting Data

11.1 Performance Reporting: The City's fiscal year begins on October 1st and ends on September 30th. The ARCH operator shall have the ability to provide routine quarterly and annual report data to coincide with this cycle.

11.2 Performance Measures: Performance measures shall align with the City's *Austin Strategic Direction 2023* indicators for homelessness. Austin Public Health staff will work with ARCH staff to develop and track meaningful, measurable performance measures.

11.3 HMIS: Organizations receiving funding from the City for homelessness prevention and homeless intervention services are 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 experiencing homelessness. A high level of data quality is required.

11.4 The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator and manages all user licenses. HMIS related expenses may be included in the program budget, and City requirements for HMIS include:

11.4.1 All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination

11.4.2 HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)

11.4.3 Organizations must have an ECHO HMIS Memorandum of Understanding

11.4.4 Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"

11.4.5 Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting

11.4.6 Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and Austin Public Health's electronic reporting system

11.4.7 Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.

11.5 ARCH staff will maintain updated and complete client files and program documents, and follow protocols for client confidentiality and records retention.

Quarterly performance reporting and additional reporting as required will be submitted to Austin Public Health.

12.0 Program Evaluation and Quality Improvement

12.1 Program Performance Evaluation

12.1.1 ARCH staff will use HMIS data to review program outcomes and key performance measures on a regular basis. Evaluation of program success and changes to service delivery will be data driven.

12.1.2 ARCH staff will have a regular case review process covering file review and case presentations to ensure achievable goals are being developed and met for each individual. Frequent meetings between the program director and case managers will provide follow-up on any corrective action plans created regarding program participant success.

12.1.3 Leadership will meet regularly to discuss strengths and challenges that arise regarding overall program success, use of program funds and program needs. Whenever applicable and possible, program participants will be given the opportunity to provide feedback on the effectiveness of a program component such as housing assistance or other services.

12.2 Quality Improvement

12.2.1 ARCH staff will provide a regular input process for feedback from ARCH guests on ways to improve the quality of services and shelter.

12.2.2 ARCH staff will convene meetings with the community, co-located agencies, guests and staff to regularly provide opportunities for open feedback and coordination with community partners about shelter policies and performance.

12.2.3 ARCH staff leadership will implement other strategies to improve program performance, promote a positive, solutions-oriented environment, and maintain high standards of data collection and management.

13.0 Agency Service Coordination

13.1 ARCH staff will coordinate services with appropriate community service providers for mental health, services for veterans and other key community services that are necessary for ARCH shelter guests.

13.2 ARCH staff will work with community rapid re-housing and permanent supportive housing (PSH) providers to access appropriate housing resources for shelter guests.

13.3 ARCH staff will work with CommUnity Care clinic staff and representatives of other co-located agencies to discuss services for guests and problem-solve challenging cases.

13.4 ARCH services will be connected to the Coordinated Entry system and ARCH staff will participate in pilots and coordination of permanent supportive housing and/or HUD projects.

13.0 Community Planning Activities

ARCH staff will actively participate in and facilitate community conversations, ECHO committees and workgroups. The agency will work with community partners on homeless initiatives as they emerge, e.g. Ending Veteran Homelessness, Ending Youth Homelessness, Downtown Homeless Solutions and other planning efforts. The agency will work collaboratively with the Downtown Austin Alliance, Sixth Street Association and Downtown Neighborhood Association on a variety of issues and initiatives.

CITY OF AUSTIN
PURCHASING OFFICE
RESPONSE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFQS 4700 EAD4000REBID

1. SUBMITTAL FORMAT:

Submit one original paper copy and an electronic copy of the original response in PDF version on a flash drive. The original response shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The response itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the response and include a Table of Contents:

Section I

Tab 1 – City of Austin Purchasing Office Documents – Complete and submit the following documents in Tab 1:

A. Signed Offer Sheet
B. Section 0630 Exceptions
C. Section 0800 Non-Discrimination and Non-Retaliation Certification
D. Section 0835 Non-Resident Bidder Provisions
E. Section 0900 Subcontracting/Sub-consulting Utilization Form
F. Section 0905 Subcontracting/Sub-consulting Utilization Plan
G. If issued, all signed Addendums (all pages)

Tab 2 – Authorized Negotiator: Provide name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

Tab 3 – Executive Summary: Provide an Executive Summary in brief, concise terms of your qualifications related to this RFQS. Include the number of years your organization has been in business, a summary of your organization's history and experience, and how your organization is the most qualified to carry out the Scope of Work (reference Section 0500).

Tab 4 – References: Provide a list of three (3) current or previous references from Funding Agencies who have information about your organization's experience managing relevant local, state, and/or federal contracts for a minimum of five (5) years. All reference information shall be documented and verifiable. References must be aware that they are being listed and agreeable to City interview for follow-up, if deemed necessary by the City. Each reference listed shall include the following:

- Agency
- Agency contract manager name and title, phone number, and email address
- Year contract was awarded and length of contract
- Attach all monitoring reports received during the most recent term of administering the referenced contracts

Tab 5 – Personnel: Provide a general explanation and organizational chart for your agency which specifies the structure and reporting responsibilities of personnel. If the use of subcontractors is proposed, identify their placement in the structure and provide a description for each subcontractor's responsibilities.

For Personnel listed above, please provide:

- Resumes and/or professional experience and education for executive leadership listed on the organizational chart, including any professional trainings, degrees and/or certifications held

- The average retention rate of staff having direct interaction with and service provision to clients

Please provide details of what experience, if any, staff assigned to this contract has with:

- Housing First, Rapid Re-Housing, Permanent Supportive Housing, Motivational Interviewing, Trauma Informed Care, Harm Reduction, and/or other evidence based practices for serving homeless and chronically homeless populations
- Coordinating with law enforcement, emergency first responders, hospital systems, mental/behavioral health systems, and/or criminal justice systems
- Communications with media, City of Austin, and/or implementing broad communication messages to the community as a demonstration of leadership in the homeless services system

Tab 6 – Agency Qualifications: Provide a narrative description of how your agency meets the qualifications stated in items **5.2, 5.3, and 5.5** and attach the following documents:

- Current Board of Directors Bylaws
- Copy of the most recently filed IRS Form 990 or 990 EZ (no older than FY2016)
- A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years
- Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
    - Reviews program performance
    - Approves budgets
    - Reviews financial performance
    - Approves audit reports

Tab 7 – Expertise & Compliance: Provide a narrative of your specific expertise, experience, and compliance regarding Items **5.1, 5.4, 6.1, 9.1, 11.1, 11.3, 12.2.3, 13.2** in Section 0500 Scope of Work.

Tab 8 – Service Capacity: Define in detail your understanding of the requirements presented in Section 0500 Scope of Work and your organization's capacity to provide the listed services and operations, specifically addressing Items **6.2, 7.0, 8.2.2, 8.3.1, 8.3.2, 8.4, 8.5.1, and 9.5.1.**

Tab 9 – Sample Documents: Provide sample documents corresponding to the following Items in Section 0500 Scope of Work:

- **8.2** – Sample daily schedule for the shelter and day resource center
- **7.0 & 8.3.2** – Sample policies and procedures demonstrating client eligibility criteria aligned with a low barrier, housing-focused shelter
- **12.1.1** – Sample of data system generated program performance demonstrating high data quality and high program performance

Section II

Acceptance Period: All responses are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFQS closing date unless a longer acceptance period is offered in the response.

Proprietary or Confidential Information: All material submitted to the City becomes public property and is subject to Texas Open Records Act upon receipt. If a respondent does not desire proprietary or confidential information in the submission to be disclosed, each page must be identified and marked proprietary or confidential at time of submittal. The City will, to the extent allowed by law, endeavor to protect such

information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary or confidential information will result in all unmarked sections being deemed non-proprietary or non-confidential and available upon public request.

Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFQS or any oral presentation required to supplement and/or clarify an offer which may be required by the City shall be the sole responsibility of the Offeror.

Compliance: The Offeror agrees to compliance with terms of this RFQS and with all applicable rules and regulations of Federal, State, and Local governing entities.

Section III

EVALUATION FACTORS AND AWARD:

A. Competitive Selection: This procurement will comply with applicable City Policy. The most qualified Offeror will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Offerors in comparing responses and selecting the most qualified Offeror. Award of a Contract may be made without discussion with Offerors after submissions are received. Responses should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors: All responses will be evaluated based on the following criteria and rankings.
Maximum 100 points.

1. **Service Capacity** – reference Section 1, Tab 8 **(30 points)**
2. **Expertise & Compliance** – reference Section I, Tab 7 **(20 points)**
3. **Personnel** – reference Section I, Tab 5 **(20 points)**
4. **Agency Qualifications** – reference Section 1, Tab 6 **(10 points)**
5. **References** – reference Section I, Tab 4 **(10 points)**
6. **Sample Documents –** reference Section I, Tab 9 **(10 points)**

Presentations, Demonstrations Optional. The City will score submissions on the basis of the criteria listed above. The City may select a “short list” of Offerors based on those scores. “Short-listed” Offerors may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score “short-listed” submissions as a result, and to make award recommendations on that basis.

CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS

Solicitation Number: RFQS 4700 EAD4000REBID

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Indicate:
- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number	Section Number	Section Description

Alternative Language:

Justification:

None

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does

not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 25th day of October, 2018

CONTRACTOR Front Steps, Inc.

Authorized Signature

Title Executive Director

Greg McCormack

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFQS 4700 EAD4000REBID
SOLICITATION TITLE: ARCH Shelter Operations & Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:
a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.)Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☑ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**
Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**
Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Front Steps, Inc.		
City Vendor ID Code	CAP7135295		
Physical Address	500 East 7th Street		
City, State Zip	Austin, Texas 78701		
Phone Number	512-305-4108	Email Address	GMcCormack@frontsteps.org
Is the Offeror City of Austin M/WBE certified?	☑ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form,** and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan,** shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Greg McCormack
Executive Director
Name and Title of Authorized Representative (Print or Type)

10/25/2018
Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

NOT Applicable -
Not using subcontractors

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFQS 4700 EAD4000REBID
SOLICITATION TITLE: ARCH Shelter Operations & Services

N/A

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;
STEP TWO: Perform Good Faith Efforts (Check List provided below);
STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFQS 4700 EAD4000REBID	N/A
SOLICITATION TITLE: ARCH Shelter Operations & Services	

☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFQS 4700 EAD4000REBID
SOLICITATION TITLE: ARCH Shelter Operations & Services N/A

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant		
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code:	☐ NON-CERTIFIED
Company Name		
Vendor ID Code		
Contact Person	Phone Number:	
Additional Contact Info	Fax Number:	E-mail:
Amount of Subcontract	$	
List commodity codes & description of services		
Justification for not utilizing a certified MBE/WBE		

Subcontractor/Sub-consultant		
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code:	☐ NON-CERTIFIED
Company Name		
Vendor ID Code		
Contact Person	Phone Number:	
Additional Contact Info	Fax Number:	E-mail:
Amount of Subcontract	$	
List commodity codes & description of services		
Justification for not utilizing a certified MBE/WBE		

SMBR Contact Information			
SMBR Contact Name	**Contact Date**	**Means of Contact**	**Reason for Contact**
		☐ Phone OR ☐ Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

_____ _____

Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

_____ _____

Director/Assistant Director or Designee Date

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFQS 4700 EAD4000REBID **Addendum No: 1** **Date of Addendum: 10/26/18**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Questions:**

Q1. Section 0600, under TAB 6 – the City asks for last fiscal year in Board Minutes. Our fiscal year ended on 9/30. We were planning to include our last FY October 1, 2017- September 30, 2018 as requested in the RFQS. Do you need the previous FY 2016-2017 as well?

A1. Per Tab 6, the Board of Directors minutes should document the process of the Board reviewing program performance, approving the budget, reviewing financial performance, and approving audit reports. If your most recent fiscal year (Oct 2017 – Sept 2018) of approved Board of Director minutes reflect those processes, that is all that is needed.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: *Erin D'Vincent* 10/26/18
Erin D'Vincent, Procurement Supervisor Date
Purchasing Office, 512-974-3070

ACKNOWLEDGED BY:
Greg McCormach 10/26/18
Name Authorized Signature Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

11a

TAB 2: Authorized Negotiator

TAB 2: Authorized Negotiator

Name: Greg McCormack

Title: Executive Director

Mailing Address: P.O. Box 684519, Austin, Texas 78768

Street Address: 500 East 7th Street, Austin, Texas 78701

Email Address: GMcCormack@frontsteps.org

Phone Number: 512-305-4108 (office) 512-230-5272 – Cell

Fax Number: 512-305-4175

Website: www.frontsteps.org

TAB 3: Executive Summary

TAB 3: Executive Summary

Based on the belief that everyone deserves a safe place to call home, Front Steps provides a pathway home for our neighbors experiencing homelessness by offering emergency shelter, affordable housing, recuperative medical care, supportive services, and promotes community awareness. Front Steps was created in 1997 as the Capital Area Homeless Alliance with the overarching philosophy that each person experiencing homelessness deserves respect and dignity. Front Steps offers a continuum of services that help people transition from homelessness into housing. In 2016-2017, Front Steps housed 426 people.

With 14 years of experience managing and running the ARCH shelter in Austin, Texas, Front Steps exceeds the RFQS' requirement of 5 years. This successful experience includes providing holistic shelter services, evidence-based case management, client centered housing navigation, and managing the overall shelter operations and maintenance.

Front Steps has a commitment to the Austin community and strives to make homelessness rare, brief, and non-recurring. Since 2004, Front Steps has held the contract with the City of Austin to manage the ARCH and has remained in good standing on all contracts, reports, and financial reporting. The maintenance staff know every aspect of the specifications and functions of the ARCH building. In addition, Front steps has over 21 years proven experience complying with local, state, and federal funding requirements, including monthly reporting, segregation of funds, and HUD habitability standards. We are experienced with on time reporting and complying with local, state, and federal funds with different systems.

Front Steps entire mission is to provide services and solutions to those that are experiencing homelessness. The organization does this as its sole focus by understanding the many complex aspects of helping individuals who are homeless. This requires a comprehensive understanding mental illness, substance abuse, disabilities, criminal convictions, and income resources. Front Steps has staff who have committed their careers to helping those that are homeless. This includes an Executive Director who has 25 years serving those who are homeless. The services that Front Steps provides at the ARCH are only part of the solution, and we are invested in finding new and innovative ways to help eliminate homelessness in Austin.

When it comes to service delivery, Front Steps uses Housing First and Harm Reduction principals, as well as the Coordinated Entry Process. Front Steps was at the forefront of implementing Coordinated Entry (CE), with the first direct staff administering Coordinated Assessments (CA) with individuals experiencing homelessness. Front Steps utilizes the local Homeless Management Information System (HMIS) as administered by Ending Community Homelessness Coalition (ECHO), Service Point, to track and report basic client information. Currently, Front Steps is the largest user of HMIS in the City of Austin.

Front Steps will operate the ARCH under the following Principals of Service Delivery:

- Housing First
- Emphasis on Strategies for appropriate diversion from shelter

- Low –barrier access to shelter
- Case Management available to all staying in shelter
- Prioritization of shelter beds/mats
- Day Resource Center only available to shelter guests
- Oversight and management of entrance and area outside shelter, including outreach to people camping outside the shelter

Front Steps is fully committed to incorporating the recommendations from NAEH and the City of Austin. We believe we are most qualified because we have proven experience providing shelter and housing services to people experiencing homelessness in our community, many who are chronically homeless. Front Steps also has the capacity to leverage other funding sources and has well established connections in the community. Front Steps has the skill and expertise to implement the recommended changes quickly and efficiently.

TAB 4: References

- Reference 1
- Reference 2
- Reference 3
- Attached monitoring reports
    - ❑ May 2016 Americorps Monitoring Report
    - ❑ 2016-2017 Mid-Year Report
    - ❑ 2016-2017 Final Report
    - ❑ 2017-2018 Mid-Year Report
    - ❑ 2018 Desk Based File Review

TAB 4 – References

Reference 1:

Agency: OneStar

Agency contract manager name and title; phone number; and email address

Jaclyn Kolar, Manager
(512) 287-2049
Jaclyn@onestarfoundation.org

Year contract was awarded, length of contract, annual and total value of contract

Year contract was awarded: FY 2007-2008

Annual:

- FY 2007-2008: $152,513
- FY 2008-2009: $352,935
- FY 2009-2010: $328,669
- FY 2011-2012: $305,320
- FY 2012-2013: $299,000
- FY 2014-2015: $403,000
- FY 2015-2016: $455,000
- FY 2016-2017: $455,000
- FY 2017-2018: $455,000
- FY 2018-2019: $455,000 (Approved)

Total managed over 9 years = $3,206,437 (Average = $356,270 annually)

Attach all monitoring reports received during the most recent term of administering the referenced contracts.

See Attached documents:

- May 2016 Americorps Monitoring Report
- 2016-2017 Mid Year Report
- 2016-2017 Final Report
- 2017-2018 Mid Year Report
- 2018 Desk Based File Review.

Reference 2:

Agency: Central Health

Agency contract manager name and title; phone number; and email address

Johnathan A. Morgan,Interim Executive Director
Community Care Collaborative
512-978-9288
Jonathan.Morgan@centralhealth.net

Year contract was awarded, length of contract, annual and total value of contract

Year Contract was awarded: October 2010

Length of Contract: Annual – Reimbursement Contract

October 2010- September 30, 2017: $2,285,440
October 1, 2017 – July 31, 2018: $643,500

Total Value of Contract: October 2010-July 2018 - $2,928,940*

*Note: This contract is based on a daily rate by occupancy, so yearly amounts vary

Attach all monitoring reports received during the most recent term of administering the referenced contracts.

Central Health monitored us in 2018, however, Central Health has not provided us to date with a feedback or monitoring report. There were no findings, so we were not provided a report.

There was no monitoring done by Central Health in FY 2016-2017.

Reference 3:

Agency: HUD

Agency contract manager name and title; phone number; and email address

Valerie Reed-Sweed, Senior CPD Representative
210-475-6846
Valerie.M.Reed-sweed@hud.gov

Year contract was awarded, length of contract, annual and total value of contract

Year Contract was awarded: 2011
Length of contract – 12 Months

Total Value of all Contracts - (2011 – August 2018): $2,807,788

Attach all monitoring reports received during the most recent term of administering the referenced contracts.

There was no monitoring performed by HUD during FY 2016-2017 or YTD FY 2017-2018.

onestar
foundation

AmeriCorps Monitoring Report

Legal Applicant Name:	Front Steps
Program Name:	Keep Austin Housed
Date of Report:	May 27, 2016
Reviewers:	Jaclyn Kolar, Mary Voorhies
Monitoring Visit Dates:	May 17 – 19, 2016

The AmeriCorps Program is required to submit documentation to OneStar to support correction for Action Items as noted below. All other documentation must be maintained on site and is subject to review. In addition, any changes or significant events that occur at the AmeriCorps Program should be documented and reported to OneStar. This report will be re-released upon resolution of all items. Should resolution not occur, OneStar reserves the right to implement enforcement actions per the Grant Award Terms and Conditions.

SCOPE OF REVIEW

Modules

- **Module E** | Member Files
  - **2013-2014 members:** Roya Jamshidi, Stacy Lucas, Jacklyn Mann
  - **2014-2015 members:** Shirley Aldana, Sarah Cohn, Kathryn Mattner, Katherine Scheidler
  - **2015-2016 members:** Eulla Allen, Blake McCoy, Christina Steyer

- **Module F** | Staff NSCHC Files
  - Katie Kis, Program Assistant
  - Rachel Lawerence, Site Supervisor at SafePlace Resource Advocacy
  - Danette Lopez Garza, Site Supervisor at Foundation Communities

- **Module G** | Member Interviews
  - Maya Bruck
  - Richard Chiou
  - Christelle Joseph
  - Nima Khazei
  - Amanda Pierce
  - Cory Smith

- **Module H** | Host Sites
  - Site Visit: Family Eldercare: Service Coordination – 21 Waller St., Austin, TX 78702
    - Members Observed: Mary Martin
    - Site Supervisor Interview: Andrew Rivera, RBJ Service Coordination Team Leader
  - Site Visit: Casa Marianella: Posada Esperanza – 5104 Rainbow Ridge, Austin, TX
    - Members Observed: Shelby Bachelder, Brittany Hirschorn, and Julia White
    - Site Supervisor Interview: Patti McCabe, Program Director
  - Site Visit: Front Steps: SSVF – 2201 South IH 35, 78741
    - Members Observed: Justine Ealy

- **Fiscal Review for Fixed Grants**

21

onestar

PROGRAMMATIC ACTION ITEMS

TIMESHEETS

1. **Errors in Correctly Calculating Time**

   ISSUE: On a few of the member timesheets, the total hours entered did not accurately reflect the clock in and out time entered in the notes of the member's timesheets. Please reference the separate "Timesheet Review" spreadsheet for a full list of issues found on timesheets for the members listed below.

   Additionally, some of the timesheet totals did not match what the program had reported in eGrants when exiting members. Below is a summary table outlining the total hours listed in eGrants (eGrants Total), the total hours from the original timesheet approved by program (Original Hours Total from Timesheets), and the new total hours after accounting for discovered errors on the timesheets (New Hours Total).

MEMBER NAME	EGRANTS HOURS TOTAL	ORIGINAL HOURS TOTAL FROM TIMESHEETS	NEW HOURS TOTAL (CALCULATED BY ONESTAR)	NOTES
[redacted]	1744	1704	1704	Questions on some activities that may disallow hours (see item 2 in this report)
[redacted]	1700	1700	1698	Hours not accurately recorded, and questions on some hours (see item 2 in this report)
[redacted]	1698	1698	1683	Hours not accurately recorded, and questions on some hours (see item 2 in this report)
[redacted]	1711	1720	1720	It appears the last day of hours was not counted in eGrants total

Applicable Grant Requirement

Timekeeping. The grantee is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. Time and attendance records must be signed and dated both by the member and his/her supervisor.

ACTION: At this point the breadth of the incorrect time reporting issue is unclear. In order to determine the severity of the issue, please review all timesheets from the current and past two years (2013-14, 2014-15 and 2015-16) and report in the program response below which members have (A) detailed time in and out entered in the comments, and/or (B) detailed comments with questionable activities. Please report these as two separate categories, and if a member falls into each category list them twice, please also list which program year the

timesheet is from. OneStar will provide next steps on the type of review to do after receiving this information.

Please also review timesheets for the four members listed above. In conjunction with the answers to item 2 in this report, please determine and confirm the correct total hours accrued by each member.

Program Response:

Members with Detailed Times in Description		
Member Name	**Year of Service**	**Notes on Hours**
[redacted]	2013-2014	Member still above 1700 hours after correction.
[redacted]	2013-2014	Member still above 1700 hours after correction.
[redacted]	2013-2014	Member still above 1700 hours after correction.
[redacted]	2013-2014	Member still above 1700 hours after correction.
[redacted]	2013-2014	Member still above 1700 hours after correction.
[redacted]	2014-2015	Member still above 1700 hours after correction.
[redacted]	2014-2015	Member still above 1700 hours after correction.
[redacted]	2014-2015	Member still above 1700 hours after correction.
[redacted]	2014-2015	Member still above 1700 hours after correction.
[redacted]	2014-2015	Member still above 1700 hours after correction.

Members with Questionable Activities		
Member Name	**Year of Service**	
[redacted]	2013-2014	Member still above 1700 hours after correction.
[redacted]	2013-2014	Member still above 1700 hours after correction.
[redacted]	2013-2014	Member still above 1700 hours after correction.
[redacted]	2013-2014	Member still above 1700 hours after correction.
[redacted]	2013-2014	Member still above 1700 hours after correction.

Kate Lerdahl	2013-2014	Member still above 1700 hours after correction.

Keep Austin Housed reviewed all files from 2013-present and found ten out of approximately 90 files that had detailed times listed. Of those, we did not find any members with disallowed hours that would move them below the 1700 hour minimum. Additionally, we found six members who listed questionable service activities, all of which were fundraising oriented. Of those, none of the disallowed hours moved them below the 1700 hour minimum required to be eligible for the education award.*

*This does not include two members, [redacted] who were reviewed by OneStar and found to be below the minimum 1700 hours. See program response in item two.

OneStar Response: Thank you for the thorough review of member timesheets. Please take the following actions to resolve the issue:

a) Print out copies of the timesheets that required corrections for each member listed above and mark the corrections; keep these updated timesheets in the member file.
b) If possible, update OnCorps to show correct hours served.
c) Write a memo to keep in the member file that documents that this issue was found as the result of an OneStar monitoring visit, the total hours reported in eGrants, a summary of the issues found, and the new total hours. This memo will serve as documentation that the correct total hours do not match what is reported in eGrants.
d) Please submit items A and C with the program response for the following members: Laurel Gray, Kristen Focht, and Annelie Day.

As part of a secondary review of timesheets to verify Keep Austin Housed's review, please submit timesheets for the following members:

- [redacted] (2013-14)
- [redacted] (2013-14)
- [redacted] (2014-15)

Please describe what steps Keep Austin Housed has taken to ensure correct hours are recorded and approved for every member. *JK 7/5/2016*

Program Response: All timesheets have been corrected and placed in the member files along with a memo explaining the corrections and how the issue was discovered. I have placed items A and C in the Drop Box File for L[redacted] and [redacted] and [redacted] in the Dropbox folder.

OneStar Response: Thank you, [redacted] and [redacted] timesheets and memos have been review and approved.

It does not appear that [redacted] and [redacted] timesheets were saved in Dropbox. Please try re-uploading.

Please describe how Keep Austin Housed has improved timekeeping procedures to ensure correct hours are recorded and approved for every member. Please also describe how Keep Austin Housed has or will strengthen its training for members on allowable versus unallowable fundraising activities. *JK 7/31/2016*

Program Response: [redacted]'s timesheets should now be present in the Dropbox folder.

Keep Austin Housed Assistant has been re-trained on timesheet reviews and is reviewing all timesheets that have been submitted and approved to address any red flags that appear on timesheets. Additionally, we will be building in quarterly trainings on allowable activities to ensure that members are reminded of what they are not allowed to count hours for. Additionally, KAH Coordinator will be updating Site Supervisor Training materials with specific examples of timesheets that should be rejected and having them do practice timesheets during our first training in August.

OneStar Response: Timesheets have been reviewed and verify KAH's self-audit of timesheets. Thank you for the description of strengthened processes to ensure members are only recording service hours for allowable activities. ***Item resolved – JK 8/12/2016***

2. **Activities on Timesheet**
RELATED ISSUE: Two members ([redacted]s) had fundraising activities reported in the comments that were not coded as fundraising activities, or otherwise questionable service activities as outlined below. Three members [redacted], [redacted] have reported hours that do not seem to match the activities reported in the comments.

Applicable Grant Requirement

- ***§ 2520.40 Under what circumstances may AmeriCorps members in my program raise resources?***
  (a) AmeriCorps members may raise resources directly in support of your program's service activities.
  (b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
  (1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
  (2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
  (3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
  (4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
  (5) Seeking donations from alumni of the program for specific service projects being performed by current members.
  (c) AmeriCorps members may not:

(1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
(2) Write a grant application to the Corporation or to any other Federal agency.

ACTION: Please review the questionable or unclear activities noted below and determine what the correct number of hours is and which category of service it is (direct service, training, or fundraising); in the program response indicate the correct hours for each day. This may entail retracing detailed program attendance records and contacting these former members and/or their supervisors to determine what these activities were. For any of the noted fundraising activities, please provide justification for why the program considered these to be allowable hours. Please use the answers to these questions to determine the correct total hours reported in Item 1 of this report.

[redacted]

- December 3: Attended legal clinic fundraiser 7-8.
- March 26: Annual Fundraiser event 3-10.
- April 26: 3.5 hours recorded, but comments show home sick.

[redacted]

- January 19: MLK Day, 0 hours recorded, 9.5 in comments, unclear which is correct
- Feb 21: Comments in overall timesheet have questions on this day, although no hours were recorded.
- March 13: Overlapping times and confusing to determine the correct hours
- March 25: No end time listed, total hours are unclear
- May 13: Question on canceled training, should there be an additional 7 hours recorded?

[redacted]

- January 28: Comments said "Closed Due to Weather" but recorded 8 hours.
- February 7: Comments said "Closed Due to Weather" but recorded 8 hours.
- April 14: Foundation for the Homeless Golf Marathon fundraising event at Grey Rock Golf Club. (8 hours)
- May 26: 8 hours recorded, no description, it was Memorial Day.
- Apr 8: question in comments, so unclear how many hours it is actually? Comments show 9.5, 12.5 recorded.

Program Response: We have listed our responses to each questionable activity in blue as well as the members adjusted total hours:

[redacted]

- December 3: Attended legal clinic fundraiser 7-8: Unallowable. Fundraiser did not directly benefit Casa Marianella.
- March 26: Annual Fundraiser event 3-10: This fundraiser was allowed because it exclusively directly benefits Casa Marianella's direct service program, which is the shelter that Jacklyn worked in. It should be recorded under "fundraising."
- April 26: 3.5 hours recorded, but comments show home sick: KAH Coordinator spoke with Jacklyn regarding this description and she concluded that because her volunteer

events were priority that no one else could cover she went in to cover the event and then left due to illness. She said that she included the description to note why she didn't have hours for her complete shift that day. Hours were direct service.

- Corrected Total for Jacklyn Mann: 1699 (Original Total: 1700-1 on December 3rd)

[redacted]

- January 19: MLK Day, 0 hours recorded, 9.5 in comments, unclear which is correct: SafePlace Resource Advocacy was not closed for MLK Day. Shirley worked as the description states. Should have recorded 9.5 hours under direct service.
- Feb 21: Comments in overall timesheet have questions on this day, although no hours were recorded: Shirley was correct not to count hours for 2/21 as it was a general fundraiser.
- March 13: Overlapping times and confusing to determine the correct hours: It appears that she should have listed the first time as 9:00-12:30. However, if her meeting with Cema (site supervisor) didn't start until 1:30, the total number of hours for the day is correct and coded properly.
- March 25: No end time listed, total hours are unclear: Life Skills classes consistently end at 9:30pm throughout Shirley's timesheets, which matches the time recorded here.
- Apr 8: question in comments, so unclear how many hours it is actually? Comments show 9.5, 12.5 recorded: This was originally listed under Stacy Lucas, but looks like it was meant for Shirley. It is unclear based on the comments why she listed 12.5, except that she thought it might have been the cyber safety workshop, but supervisor confirmed that the workshop was not on Apr 8. Therefore, I believe 9.5 is the correct number for Apr 8 under client services.
- Corrected Total Hours for Shirley Aldana: 1704 (Original total: 1698 + 9.5 on Jan 19th – 3 on Apr 8th)

[redacted]

- January 28: Comments said "Closed Due to Weather" but recorded 8 hours: Stacy confirmed that she did not work these hours and counted them as a staff member would count paid time off. Hours should be disallowed.
- February 7: Comments said "Closed Due to Weather" but recorded 8 hours: Stacy confirmed that she did not work these hours and counted them as a staff member would count paid time off. Hours should be disallowed.
- April 14: Foundation for the Homeless Golf Marathon fundraising event at Grey Rock Golf Club. (8 hours): Confirmed with Stacy that these hours were for a general fundraiser. Hours should be disallowed.
- May 26: 8 hours recorded, no description, it was Memorial Day: Stacy confirmed that she did not work these hours and counted them as a staff member would count paid time off. Hours should be disallowed.
- Apr 8: question in comments, so unclear how many hours it is actually? Comments show 9.5, 12.5 recorded: This appears to be an error? Stacy's timesheet shows 8 hours recorded and there are no questions in the comments.
- Corrected Total Hours for Stacy Lucas: 1672

[redacted] Corrected Total Hours for Sarah Cohn: 1720. The time reported on her last time sheet was not included in eGrants.

OneStar Response: Thank you for this review. Based on this information it seems that two members dropped below 1700 hours, and one member exited for CPC reasons rose above 1700 hours. Please confirm that the following changes are accurate, and to the best of Keep Austin Housed's knowledge, the only members that will have ed award affected by the timesheet review:

Member	Original Hours	Correct Total Hours	Comments
[redacted]	1700	1699	
[redacted]	[redacted]	[redacted]	
[redacted]	1698	1704	CPC exit, now over 1700 hours

Once the secondary review and verification in item 1 has taken place, OneStar will be able to provide next steps on repayment to the National Service Trust, and how to handle Shirley Aldana's increase in education award. *JK 7/5/2016*

Program Response: The hour totals above are correct to the best of KAH staff's knowledge and are the only members that will have ed awards affected by the timesheet review.

OneStar Response: Once additional timesheets have successfully been uploaded for item 1, and the scope of the issue is verified, OneStar will provide next steps. No program response required at this time. *JK 7/31/2016*

OneStar Update: The scope of the issue has been verified, and OneStar has determined that 18% of member timesheets reviewed during the scope of this monitoring visit had changes to their hours, and that this is not indicative of gross negligence, nor were the members culpable. Therefore, only partial education awards will be disallowed for Jacklyn Mann and Stacy Lucas for the unearned portion of their education award.

Calculation for [redacted] Of 1700 hours required to earn the education award for a FT member, 1699 hours were earned and 1 hours were unearned. (1/1700) x $5,550 (2013-2014 FT education award) = $3.24
Calculation for S[redacted]: Of 1700 hours required to earn the education award for a FT member, 1672 hours were earned and 28 hours were unearned below 1700. (28/1700) x $5,550 (2013-2014 FT education award) = $90.59

Total owed: $93.83

OneStar will send a separate email with instructions on how to process the partial repayment of the education award for Jacklyn Mann and Stacy Lucas. Do not update total hours in eGrants. Members will still have access to their full education award. Please acknowledge in program response once the check has been sent to CNCS based on email instructions.

[redacted] will be eligible for a full education award. Please complete the following steps to make this adjustment:

a. Update her total hours on her exit form in eGrants to 1704 hours. She should remain listed as eligible for partial award, since she left for CPC reasons before her term ended. However, the update in total hours will make the full amount of her award available to her.
b. Please attempt to contact [redacted] to notify her of this change, and document communication in her member file.
c. Please write and submit a memo explaining the change in her education award based on the increase in total hours.

JK 8/12/2016

Program Response: [redacted] hours have been updated in eGrants, she has been notified via email and a memo has been added to her member file. I have submitted the email notification and the memo in Dropbox.

PERFORMANCE EVALUATIONS

---

3. Missing End of Term Evaluations

ISSUE: Three members ([redacted] ended their terms of service early and did not have end-of-term performance evaluations completed in their member file. Additionally, Stacy Lucas completed her full term of service and does not appear to have an end of term evaluation in her file. Programs are required to complete an end of term performance evaluation for all members, regardless of the length of their term.

Applicable Grant Requirements:
§ 2522.220 What are the required terms of service for AmeriCorps participants?
(c) Participant evaluation. For the purposes of determining a participant's eligibility for an educational award as described in § 2522.240(a) and eligibility to serve a second or additional term of service as described in paragraph (c) of this section, each AmeriCorps grantee is responsible for conducting a midterm and end-of-term evaluation. A mid-term evaluation is not required for a participant who is released early from a term of service or in other circumstances as approved by the Corporation.

ACTION: Please contact the former site supervisors, and members to see if the program can complete the missing evaluations for [redacted] If the member is unavailable to sign, please have the site supervisor complete the missing evaluation and include a note that the member was unavailable to sign. In either case, please submit the completed evaluation for OneStar review.

If neither the site supervisor nor member are available to complete and sign, or the program believes the member's term of service was too brief to accurately complete a performance evaluation, please submit a memo to OneStar for review and to place in the Member's file documenting that this issue was found as the result of a OneStar monitoring visit, the reason why the review is missing, what steps the program has taken to correct this moving forward, and responses to following required questions:

I. *Member has completed the required number of hours*
II. *Member has satisfactorily completed assignments, tasks, and projects, for those participants released from service early, whether the participant made a satisfactory effort to complete those assignments, tasks, and projects that the participant could reasonably have addressed in the time the participant served*
III. *Member has met other performance criteria that were clearly communicated at the beginning of the term of service.*

Please also review all early exiting members from the current and past two program years (2013-14, 2014-15, and 2015-16) to ensure that the above steps have been taken for all members. Please confirm that all members have end of term evaluations or a memo in lieu of the evaluation.

Program Response: Memos for the above listed members have been added to the Dropbox folder and all files have been checked to ensure that final evaluations are present.

OneStar Response: Thank you for the memos, however the three questions outlined in the Action above must be included in the memos. Please update [redacted] memos to respond to the following questions:

I. *Member has completed the required number of hours*
II. *Member has satisfactorily completed assignments, tasks, and projects, for those participants released from service early, whether the participant made a satisfactory effort to complete those assignments, tasks, and projects that the participant could reasonably have addressed in the time the participant served*
III. *Member has met other performance criteria that were clearly communicated at the beginning of the term of service.*

Please update [redacted] memos to answer question 1 regarding completion of hours. Additionally, please confirm any other memos created as part of this action item have been updated to reflect responses to all three questions. *JK 7/5/2016*

Program Response: [redacted] memos have been corrected to reflect their completion of hours and added to the Drop Box folder. All other evaluations were present upon member file review, except for those listed above.

OneStar Response: Thank you for providing updated memos for [redacted] It does not appear that updated memos were provided for [redacted] Please see the underlined request above, and supply updated memos for these two members. *JK 7/31/2016*

Program Response: Memos for E[redacted] have been updated, placed in their files and added to the Dropbox file.

OneStar Response: Thank you. ***Item resolved – JK 8/12/2016***

4. Incomplete End of Term Evaluations

RELATED [redacted] end of term evaluation was missing responses to whether or not he completed all service hours, and whether or not he met other performance criteria. [redacted] end of term evaluation is missing a member signature. When possible, members should always be signing end of term evaluations to acknowledge their standing with the program upon exit and their eligibility to serve additional terms of service.

ACTION: Please complete the missing sections on B[redacted] end of term evaluation and submit to OneStar. The member and site supervisor or program staff should initial changes on the evaluation, if Blake or the site supervisor are unavailable to initial, please include a memo or note explaining why. If [redacted] is available to sign the end of term evaluation, please have her do so and submit to OneStar, if she is not please include a note or memo explaining why there is no member signature and submit to OneStar.

Program Response: A corrected version of [redacted] end of term evaluation has been added to Dropbox and the member file. [redacted] site supervisor initialed the changes and she and Blake's signature are both present. A memo was added to Dropbox and the member file explaining Christina Steyer's missing signature on her end of term evaluation.

OneStar Response: Thank you, ***item resolved – JK 7/5/2016.***

NATIONAL SERVICE CRIMINAL HISTORY CHECKS

5. **State Not Reporting on NSOPW**

ISSUE: The state of Michigan was not reporting when [redacted] NSOPW was run. It is required that all states are reporting when an NSOPW is run, or a supplemental check of the non-reporting state must be run before an individual starts service or performs activities on the grant.

Applicable Grant Requirement
CNCS NSCHC FAQ
4.7. What steps should I take if I discover that a state's sex offender registry site is inoperative when I am conducting the NSOPW check? *You are required to perform the NSOPW check until all state registries are cleared. The result will indicate whether or not any state systems were inoperable during that search. If the check is not complete, you must re-check the NSOPW before the person starts service to rule out the possibility that the applicant may be registered in the state(s) system(s) that was not connected to the NSOPW system when you performed the first check. You may also supplement the first NSOPW check by checking the state registr(ies) that are out of service. You should pay special attention to the applicant's state of residence and state of service.*

ACTION: CNCS issued new guidance regarding the National Service Criminal History Check Assessment Period (effective October 14, 2014-December 5, 2014), and this guidance resulted in CNCS instituting a moratorium on collection of costs related to pending NSCHC findings while the assessment was taking place. As stated by CNCS in this guidance, "any findings of non-

compliance identified during routine monitoring for past national service participants and staff will also not be disallowed if you can demonstrate you completed the self-assessment process, took corrective action, and are now compliant." While on site, OneStar staff reviewed the NSCHCs for all above listed AmeriCorps members and confirmed that while [redacted] had a non-compliant components, she had exited before the assessment period. All member and staff files reviewed had the required NSCHC components completed. Therefore, no costs will be disallowed at this time. Please describe how Keep Austin Housed will ensure 100% compliance with NSCHC components in the future.

Program Response: Keep Austin Housed will be following OneStar's requirement that staff be trained or re-trained annually on NSCHC components and the program's policies and procedures have been updated to reflect all updates, including the requirement to maintain out of state background check results. In addition, bi-annual file monitoring has been implemented in the program's policies and procedures.

OneStar Response: Thank you, ***item resolved – JK 7/5/2016.***

6. **Late NSOPW and State of Texas Check**

ISSUE: Member files include evidence of a National Service Criminal History Check which includes the state of service/residence check, the National Sex Offender Website (NSOPW), and FBI Fingerprint checks. One member and one site supervisor in 2014-15 had late NSCHC checks. Please note that cells highlighted in pink have non-compliant NSCHC components.

PROGRAM YEAR & NAME	DATE INDIVIDUAL BEGAN SERVICE/ WORK	NSOPW CHECK (DATE)	RECURRING ACCESS TO VULNERABLE POPULATION	FBI CHECK INITATED (DATE)	STATE OF SERVICE CHECK INITIATED (DATE)	STATE OF RESIDENCE INITIATED (DATE)
[redacted]	9/2/2014	9/8/2014	Yes	8/11/2014	9/8/2014*	NA
D[redacted]	9/15/2014	9/16/2014	Yes	8/20/2014	9/16/2014*	NA

*State of Service checks are not highlighted in pink, because the FBI fingerprinting check was initiated on time and this check includes a State of Texas check.

Applicable Grant Requirement:
§ 2540.204 When must I conduct a National Service Criminal History Check on an individual in a covered position?
(a) Timing of the National Service Criminal History Check Components.
(1) You must conduct and review the results of the nationwide NSOPW check required under §2540.203 before an individual in a covered position begins work or starts service.
(2) You must initiate state registry or FBI criminal history checks required under §2540.203 before an individual in a covered position begins work or starts service. You may permit an individual in a covered position to begin work or start service pending the receipt of results from state registry or FBI criminal history checks as long as the individual is not permitted access to children age 17 years or younger, to individuals age 60 years or older, or to individuals with

disabilities, without being in the physical presence of an appropriate individual, as described in §2540.205(g) of this chapter.

ACTION: CNCS issued new guidance regarding the National Service Criminal History Check Assessment Period (effective October 14, 2014-December 5, 2014), and this guidance resulted in CNCS instituting a moratorium on collection of costs related to pending NSCHC findings while the assessment was taking place. As stated by CNCS in this guidance, "any findings of non-compliance identified during routine monitoring for past national service participants and staff will also not be disallowed if you can demonstrate you completed the self-assessment process, took corrective action, and are now compliant." While on site, OneStar staff reviewed the NSCHCs for all above listed AmeriCorps members and staff and confirmed that while the NSCHCs had late components, they were all initiated and corrected before the assessment period ended. The program demonstrated corrective action was taken by initiating all checks before the assessment period. All member and staff files reviewed had the required NSCHC components completed. Therefore, no costs will be disallowed at this time. Please describe how Keep Austin Housed will ensure 100% compliance with NSCHC components in the future.

Program Response: Keep Austin Housed will be following OneStar's requirement that staff be trained or re-trained annually on NSCHC components and the program's policies and procedures have been updated to reflect all updates, including the requirement to maintain out of state background check results. In addition, bi-annual file monitoring has been implemented in the program's policies and procedures.

OneStar Response: Thank you, ***item resolved – JK 7/5/2016.***

7. **State of Residence – Georgia**

ISSUE: E[redacted] had a State of Residence check for Georgia that was run through a third party vendor, Asurint. While the check was run through a compliant state repository, the name-based check that was performed through this repository only searches for felony crime convictions charges, which is not acceptable. In reviewing the criminal history check options through the CNCS approved repository, Georgia Bureau of Investigation - Georgia Crime Information Center, it appears the only way to obtain full criminal history records through the repository is with a fingerprint based search.

Applicable Grant Requirement:
CNCS's Designated Statewide Criminal History Repositories and Alternatives
Georgia: *Note: The name-based Georgia Felon Search service is not acceptable since it only presents felony crime convictions. You must obtain the criminal history from the Georgia Crime Information Center's statewide full criminal history system*

ACTION: Please review the CNCS approved repositories with notes found here: http://www.nationalservice.gov/sites/default/files/resource/table-of-designated-state-repositories-and-alternates-04-04-16.pdf, and compare to what type of check was run through Asurint. Please indicate whether or not Keep Austin Housed believes the check was compliantly run or not and if you believe it to be compliant, please include detailed justification for why.

Program Response: After speaking further with Asurint and combing through records, it is evident that the check run through Asurint only searches for felony crime convictions despite the fact that the check is run through a compliant state repository. As a result, Keep Austin Housed will no longer be using Asurint to run out of state criminal history checks.

OneStar Response: Thank you for researching this check and making the programmatic decision to no longer use Asurint. Because Eulla Allen's state of residence check was not a compliant check, OneStar will be using the NSCHC Risk Based Disallowance Matrix provided by CNCS to determine the amount of disallowance.

Member Name	Level of Mitigation (determined by OneStar)	Disallowance Amount	Mitigation Notes and Justification
[redacted]	Substantial Mitigation	$250	Program documented that accompaniment was not required, adjudicated a sex offender check before member began service, and initiated an FBI fingerprinting check on time.
	Total	$250	

Based on the analysis above, the total disallowed costs will be $250 for [redacted] NSCHC. Please see NSCHC Disallowance Summary_KAH for the summary of disallowed costs. Please take the following actions:

- Using the "NSCHC Disallowance PER" form provided for your next PER submission.
- In addition to your requested reimbursement based on hours served, please also enter the total disallowance of ($250.00) in CNCS Share Section I, line J – "NSCHC Disallowance."
- At year-end, OneStar will reconcile total hours in eGrants with the PER draws to ensure that the $250 disallowed above was not included in the reimbursements.
  JK and MMV 7/5/2016

Program Response: Keep Austin Housed understands the process for the disallowance and will include the Disallowance PER form for our next PER submission.

OneStar Response: Thank you. OneStar will indicate resolution of this item once the next PER is received and processed. No program response is required at this time. *JK and MMV 7/31/2016*

OneStar Update:

MEMBER SUSPENSIONS

8. **Member Suspensions**

ISSUE: [redacted] last day of recorded service hours was 11/21/2014, and she was exited from eGrants on 1/8/2015. Keep Austin Housed has a memo on file explaining the

discrepancy of end dates for [redacted] Because it was more than one full pay period without service hours, [redacted] should have been suspended in eGrants.

Applicable Grant Requirement:
CNCS FAQ
C. 26 How should a program handle a situation when a member serves no hours during a pay period? *Situations in which a member serves zero hours during a pay period should be very rare and the member should be suspended if there are periods in which no service is performed. Otherwise, since the living allowance is to be distributed evenly over the service period, it should be paid regardless of the number of hours. However, a member's agreement could also stipulate conditions under which the living allowance is paid and what the member should do if a period occurs in which no hours are served. The agreement could also stipulate the minimum number of hours required during each service period.*

ACTION: Because this is a Fixed Amount Grant, there are no living allowance costs to disallow. Fixed award grant reimbursements are based on hours served, not expenses incurred. No hours were served between 11/21/2014 and 1/8/2015 so there was no reimbursement request between the last day of service and the exit date for this member. For this reason OneStar is not disallowing the living allowance paid to the member during the period in which no hours were served. Please describe what policies and procedures the program will put in place to ensure in the future that members are properly suspended when not serving hours for more than one full pay period.

Program Response: Keep Austin Housed put new policies and procedures in place immediately following [redacted] exit from the program in order to prevent members from receiving a living stipend while inactive and members are made aware of this policy during orientation.

OneStar Response: Thank you for the prompt action. Please share a copy of the new policy and procedure. *JK 7/5/2016*

Program Response: A copy of our updated suspension policy has been placed in the Dropbox folder.

OneStar Response: Thank you for this policy, can you please also address in the policy how member suspension in eGrants aligns with stipend payment and leave. *JK and MMV 7/31/2016*

Program Response: The policy has been updated to reflect a suspension in eGrants aligning with the suspension of payment based on service time and added to Dropbox.

OneStar Response: Thank you. According to the FAQ below, it is allowable for a program to set a minimum number of days in a pay period for a member to be considered active, however this must be included in the Member Service Agreement. Please add this to the 2016-17 MSA, which will be approved during Program Readiness Review.

C. 26 How should a program handle a situation when a member serves no hours during a pay period? Situations in which a member serves zero hours during a pay period should be very rare and the member should be suspended if there are periods in which no service is performed. Otherwise, since the living allowance is to be distributed evenly over the service period, it should be paid regardless of the number of hours. However, a member's agreement could also stipulate conditions under which the living allowance is paid and what the member should do if a period occurs in which no hours are served. The agreement could also stipulate the minimum number of hours required during each service period.
JK & MMV 8/16/2016

Program Response: The stipend/leave policy has been added to the Living Allowance section in the MSA and added to the Dropbox for your review.

MEMBER SERVICE AGREEMENTS

---

9. **End Date on MSA**
ISSUE: Two members, [redacted] had incorrect end of term dates listed in the MSA. The date listed was 8/31/2014; however, since this date is before her start of service, it appears to be a typo and that the actual end date should be 8/31/2015.

Applicable Grant Requirement
Programs must ensure that member service agreements are consistent and completed correctly so that the member and program are aware of the obligations they are entering into and fully understand the terms of the agreement. For both start and end dates, the intended dates and the dates on all applicable forms should align. In addition, a member's term of service is defined by OneStar as the minimum service hours required plus the specified duration of the term of service (start and end date) – if a member has agreed to the terms of the service agreement, then it is expected that the member will serve until the specified end date.

2014-15 Terms and Conditions
1.18: Term of Service *means the member's term of service defined as the duration, hours required, and any other program-specified requirements that a member shall complete to successfully earn an educational award. The duration of the Term of Service shall fall within the Sub-Grantee's approved budget period.*

ACTION: Please verify that the actual end date should be 8/31/2015. If so, please update the MSA to reflect the correct end date and have changes initialed by Keep Austin Housed program staff and member. If the member is unavailable to initial, please write a memo explaining that this error was found during an OneStar monitoring visit and that the member is no longer available to initial changes. Please submit updated MSA and, if necessary, the accompanying memo.

Program Response: The corrected MSAs and accompanying memos have been placed in the Dropbox folder.

OneStar Response: Thank you, ***item resolved – JK 7/5/2016.***

FISCAL ACTION ITEMS

- No fiscal action items/issues. See continuous improvement section below.

HOST SITE AND MEMBER INTERVIEWS

Overall, the interviews demonstrated that members are knowledgeable about the program and receive strong ongoing support from program staff to complete their service effectively. Site supervisors and members interviewed were committed to the mission of the organization and were confident in the positive impact they and the program have on the lives of those served. OneStar staff also asked for interviewees to share their thoughts or suggestions for program improvement.

Areas of strength and best practices noted during the interviews:

- Members were passionate about their service and the impact they're making with their clients.
- Members had positive comments on the training and team building activities that occurred throughout the program year. Members seemed to have developed a real personal connection with their fellow members, and rely on one another for support and resources. Self-care training stood out as one of the most helpful trainings.
- Members were knowledgeable about Prohibited Activities and are familiar with required documents such as their Member Service Agreement, position descriptions and member handbook.
- Members had great things to say about Keep Austin Housed staff, including the responsiveness of staff, clear communication and overall support provided to members.
- The member recruitment/placement process was reported as being smooth from both the member and site supervisor side. Quick communication and a clearly established process seemed to be key in a few members choosing to serve with Keep Austin Housed.
- Site supervisors rated the management of the program extremely high, and were happy with the leadership, positivity, and organization of the program.

Suggestions for program improvement noted during the interviews:

- Members mentioned places where they have seen other AmeriCorps programs, but still felt like they did not really know members from other programs or anything specific about other programs in Austin. They reported limited knowledge on programs throughout Texas.
- Training for later starting members was very condensed, and members wished there was more robust training for members in that situation.
- At least one member felt that there were a lot of events that focus on the branding of AmeriCorps, and not on the actual service or the advocacy work of creating systemic change.
- Members mentioned the desire for an up to date go-to guide for housing resources.
- One member mentioned the desire for more legal training knowledge, and how to offer the most appropriate guidance to clients when there are possible legal consequences.

- One recommendation for additional training is guidance on appropriateness use of social media during a term of service (for example, policies around whether or not members can accept friend requests on Facebook from clients).

OneStar understands that not all of the comments above can be addressed but simply wants the program to be aware of these responses. The program appears to be very receptive to feedback and accommodating to the needs and interests of members, sites and staff. Secondly, the members and site supervisors provided high praise for program staff. The program should continue to involve staff, sites, and members in program planning and ensure the lines of communication stay open to feedback from the bottom up.

MEMBER OBSERVATIONS

OneStar enjoyed observing 5 members and 3 different service sites. All members were engaged in their service and appeared well trained to complete service activities. All members were wearing the AmeriCorps logo while in service, and service sites had the AmeriCorps logo prominently displayed at the service location site.

DATA QUALITY – PERFORMANCE MEASURES

The CNCS Performance Measure Data Quality Self-Assessment was discussed. Record of this additional monitoring component will be kept in the program's monitoring file although no action items are currently required in relation to these items. It was discussed that the national measures are somewhat limiting and do not paint the full picture of impact, specifically around maintaining housing, and increasing income of clients as opposed to just employment. Keep Austin Housed (KAH) staff indicated that they would be interested in moving towards more program-specific, applicant-determined performance measures if this were to become an option.

KAH currently uses OnCorps Reports to track data for performance measures and has used this online system since 2012. It appears to be an efficient way to collect and aggregate data. KAH reviews all collected data on a monthly basis to catch and correct errors, but they are not currently conducting any formal monitoring process of data beyond this. OneStar recommends developing a process to monitor for the quality and accuracy of submitted data. One option is a "data dive" where KAH staff pick random data points and require the member to provide back-up documentation to verify the accuracy of the data. Another option may be developing a process that involves site supervisors verifying and approving all submitted data before it is aggregated by program staff.

Members receive a thorough training early in the year that includes standardized definitions for housing and employment goals. They also receive monthly check-ins on the data they submit, and KAH staff review their data with member and site supervisor during the mid-term review. Data is submitted monthly to KAH via the OnCorps Reports electronic system.

PROGRAM STAFF INTERVIEWS

Keep Austin Housed has an impressive understanding of most policies and procedures required of AmeriCorps programs. The program maintains detailed procedures in place for member and site supervisor training, safety, reasonable accommodations, and disciplinary procedures. There were also some areas with opportunity for improvement:

GED SUPPORT SERVICES: Keep Austin Housed should develop a policy outlining why the program would not be in a position to provide GED support services due to the minimum requirements of members needing some college in order to serve in the program.

> ***Applicable Grant Requirement***
> ***§ 2522.100 (k) (2)***
> *(k) Provide support services—*
> *(2) To those participants who are school dropouts in order to assist them in earning the equivalent of a high school diploma;*

CIVIC ENGAGMENT: While Keep Austin Housed has civic engagement activities built into the service experience, the program should create policies specifically around encouraging members to register to vote before serving completion.

> ***Applicable Grant Requirement***
> ***§ 2522.100 (i)***
> *(i) Ensure service experiences to help members achieve the skills and education needed for productive, active citizenship. The grantee encourages eligible participants to register to vote prior to completing term.*

MEMBER FILE AUDITS: Keep Austin Housed should develop a consistent process for completing member file audits. This is a best practice to ensure compliance with all regulations.

> ACTION: Please indicate in the program response below that Front Steps acknowledges receipt of these recommendations and will make improvements accordingly. Please indicate an understanding that these improved policies will be developed in writing over the next year and will be ready for review the next time Front Steps is scheduled for a Monitoring Visit. Additionally, Keep Austin Housed should continue to work on updating all existing policies and procedures and aggregating into an easy to use resource.
>
> Program Response: Front Steps Keep Austin Housed staff has received these recommendations and will make improvements moving forward. The policies discussed in this monitoring report will be developed in writing over the next year and be ready for our next monitoring visit. In addition, Keep Austin Housed is continually working to improve existing policies and procedures so that they meet the needs of our program and of our AmeriCorps grant.
>
> OneStar Response: Thank you for prioritizing time towards updating policies and procedures. ***Item resolved – JK 7/5/2016.***

CONTINUOUS IMPROVEMENT

10. **Early Exit Documentation**

ISSUE: Two members had early exits for cause, [redacted] The program did not maintain documentation explaining the early exit. While this is not a requirement, it is beneficial to tell the complete story of a member's term of service in their member file.

Recommendation: *OneStar recommends including memos explaining the reason for early exiting members, or in the event a member chooses to leave their term of service, maintain resignation letters from the member.*

Program Response: Keep Austin Housed will add memos and/or resignation letters as part of our policies and procedures when members exit for cause.

OneStar Response: Thank you, ***item resolved – JK 7/5/2016.***

11. Exit Date Misalignment

ISSUE: Four members did not have consistent dates among their exit date in eGrants, the dates listed in the MSA, the last day the member served hours, and the date the members signed the exit form.

MEMBER	LAST DATE OF SERVICE HOURS ON TIMESHEET	EXIT DATE FROM EGRANTS	MEMBER SERVICE AGREEMENT EXIT DATE	MEMBER SIGNED EXIT FORM
[redacted]	8/29/2014	8/31/2014	8/31/2014	7/9/2014
[redacted]	7/13/2015	7/16/2015	7/31/2015*	7/31/2014
[redacted]	10/17/2015	10/18/2015	7/29/2016*	NA
[redacted]	1/7/2015	1/13/2015	7/29/2016*	NA

**Member Exited Early; either for cause or for compelling personal circumstance*

Applicable Grant Requirement:
2014-15 Terms and Conditions
1.18: Term of Service *means the member's term of service defined as the duration, hours required, and any other program-specified requirements that a member shall complete to successfully earn an educational award. The duration of the Term of Service shall fall within the Sub-Grantee's approved budget period.*

Recommendation: OneStar suggests aligning the last day of service hours with the exit date in eGrants and the exit date in the MSA (aside from early exiting members) and the date the member signed the exit form, to accurately and consistently document the dates of the term of service. Starting in 2015-2016, a signed exit form is no longer expected to be kept in member files, because of guidance from CNCS that all members are required to complete the enrollment and exit form through the member portal.

Program Response: Keep Austin Housed will be more vigilant in ensuring that the end date on the MSA lines up with the eGrants exit date and the last day that the member recorded hours. Should we have [redacted] change the date on her exit form to 8/29 as well as changing her exit date in eGrants to 8/29?

OneStar Response: Thanks for the attention to end dates. It is not necessary to change [redacted] exit form or exit date in eGrants. ***Item resolved – JK 7/5/2016***

12. Missing Exit Form

ISSUE: [redacted] member file was missing an exit form. It appears that this was due to being unable to reach the member as indicated by a memo in the member file. In the 2014-15 program year, OneStar's guidance required programs to maintain paper exit forms for all members. Starting with the 2015-16 program year this is no longer a requirement.

Recommendation: *OneStar suggests completing a paper exit form for* [redacted] *based off of what was entered in eGrants. It is not necessary to complete the member portion of the exit form.*

Program Response: A paper exit form has been placed in [redacted] file.

OneStar Response: Thank you, ***item resolved – JK 7/5/2016***

13. **Cost Allocation**

ISSUE: An invoice from Texas Office Products was selected to test purchasing. The total cost was split between AmeriCorps and SSVF. There wasn't documentation of how the allocation between the two programs was determined.

Recommendation: *OneStar recommends documenting and including the allocation method used with the invoice if the item of cost is not covered in the cost allocation plan.*

Program Response: For any costs that are split between programs, we will identify specific items and amounts that are being attributed to each program, rather than just showing total amounts.

OneStar Response: Thank you for providing steps that will improve documentation clarity of allocated costs. ***Item Resolved. MMV 6/29/2016***

14. **Duplicate Contractor Payments**

ISSUE: Three general ledger transactions for [redacted] CAC Consulting, were selected for testing. Two check requests were submitted for the same contract. Checks were processed for both requests; however, the vendor only cashed one of the checks. The vendor didn't include a contract or invoice number, which prevented the finance department from detecting the duplication.

Recommendation: *OneStar recommends creating a numbering system for contracts to ensure finance staff catch duplicate invoice submissions. Were this a cost-reimbursement grant, the second payment would have resulted in a disallowed cost on the PER.*

Program Response: We have implemented a numbering system for all check requests when submitted, so that in the event of a lost check or re-issue of a check, the reference will be the number associated to eliminate any possibility of a double payment for same invoice.

OneStar Response: Please provide more detail on what the new or additional numbering system is. The documentation provided for the tested transactions included Check Request

stickers on each check request form. A different number was assigned to each request which allowed the double payment to occur. Please use enough detail on the numbering system to show how it will improve prevention of paying the same invoice twice if different check request numbers are used. MMV 6/29/16

Program Response: On top of our internal numbering system, we are now requiring vendors to include an invoice number along with invoice, so that it can be tracked by finance and ensure no duplication.

OneStar Response: Thank you for providing information on a new requirement for vendors. The check request numbering system combined with vendor invoice numbers seems sufficient for preventing duplicate payments. ***Item Resolved. MMV 7/31/2016***

15. Executed Contracts

ISSUE: Contracts with CAC Consulting were selected for testing. One contract submitted for payment was signed by the vendor but not Front Steps staff. The second contract was signed by Front Steps staff but not the vendor.

Recommendation: *OneStar recommends that contracts kept within the financial records have signatures from both parties, displaying full execution. Not having fully executed contracts on file has the potential to create questioned costs. Were this a cost-reimbursement grant, then this would have been a fiscal issue listed above.*

Program Response: We will work with the accounting to department to ensure that no checks are cut or distributed if they do not have all required signatures.

OneStar Response: Thank you for increasing communication between departments to prevent this from occurring in the future. ***Item Resolved. MMV 6/29/2016***

onestar foundation

AmeriCorps Progress Report
Mid-Year Review 2016-2017

Legal Applicant Name: Front Steps
Program Year: 2016-2017
Report Type: Mid-Year
Reporting Period End-Date: 3/31/2017
Review Completed By: Patricia Guzman-Weema
Review Date: 4/20/2017
Submitted On-time? ☒ Yes ☐ No ***Submitted on** 4/11/2017*

PERFORMANCE MEASURES STATUS:

- All Performance Measures are ongoing and will be reportable by the end of July 2017.
  - O5: Target is 350, current actual is 382 - met
  - O11: Target is 210, current actual is 143
  - O3: Target is 200, current actual is 164
  - O10: Target is 111, current actual is 74

MEMBER STATUS:

- Enrollment Rate: 91.7% - applicants did not meet basic requirements or left for family emergencies or other opportunities before being enrolled. The program has already started recruitment for the next program year and is using a multi-faceted recruitment approach to improve enrollment rate.
- Retention Rate: 90.9% - two members left for dissatisfaction and one for financial reasons. During the interview process, the program plans to emphasize the financial commitment and common challenges experienced by members. They also plan to ramp up their pre service orientation to more thoroughly address these topics.
- % Compliance with 30-Day Enrollment Cycle Time: 100% - Great job!
- % Compliance with 30-Day Exit Cycle Time: 100% - Great job!

DEMOGRAPHICS:

- Total # of children and youth (up to age 25) served by the program: 0
- Total # of children and youth (up to age 25) of incarcerated parents served by the program: 12
- Total # of disadvantaged children and youth (up to age 25) served by the program: 205

Clarification: The program reported 0 children and youth served by the program but 205 disadvantaged children and youth served by the program. The number of children and youth served should be equal or greater to the number of disadvantaged children and youth served. Please provide an updated number for the total number of children and youth served by the program.
Program Response: The total # of children and youth (up to age 25) served by our program should also be 205, the same number as total # of disadvantaged children and youth.
OneStar Response: Thank you for the response. I will update the # of children and youth (up to age 25) served by the program to 205, *item resolved – PGW 4/24/2017*

ADDITIONAL CNCS CLARIFICATION

- None at this time.

AmeriCorps Progress Report

End of Year Review 2016-2017

Legal Applicant Name: Front Steps
Program Year: 2016-2017
Report Type: Final
Reporting Period End-Date: 8/31/2017
Review Completed By: Pat Guzmán-Weema
Review Date: 10/11/2017
Submitted On-time? ☒ Yes ☐ No ***Submitted on 9/29/2017***

PERFORMANCE MEASURES

4 out of 4 performance measures were met or exceeded:

Clients case managed to set and obtain housing goals

Measure	Target	Actual	Status
O5	350	623	Exceeded
O11	210	228	Exceeded

Clients case managed to set and obtain employment goals

Measure	Target	Actual	Status
O3	200	380	Exceeded
O10	111	116	Exceeded

Comments:

- Great job exceeding all four of the program's performance measures!

MEMBER STATUS

Enrollment Rate	91.7%
Retention Rate	87.9%
30-Day Enrollment Cycle Time Compliance	100%
30-Day Exit Cycle Time Compliance	100%

Comments:

- The program provided a detailed response for why their enrollment was less than 100% and their plan for improvement. That includes shortening the time between application and offer, having members involved in recruitment, and broadening recruitment strategies.
- The program provided detailed reasons for early exits and their plan for improvement. That includes a continuing focus on presenting prospective members with the financial reality of service and performing informal checks with members in the fall to assess if any issues have arisen.
- Congratulations on 100% compliance with 30 day enrollment and exit cycles!

DEMOGRAPHICS

Children and youth (up to age 25)	258
Children and youth (up to age 25) of incarcerated parents	12
Disadvantaged children and youth (up to age 25)	258
Adults	389
Veterans	52
Veteran family members	11

OneStar Clarification:

- The program reported 0 children and youth served by the program but 205 disadvantaged children and youth served by the program. The number of children and youth served should be equal or greater to the number of disadvantaged children and youth served. Please provide an updated number for the total number of children and youth served by the program.

Program Response:

- **The total number of children and youth should have been the same as the number of disadvantaged children and youth. Our program served 258 disadvantaged children and youth, and children and youth total. (We listed 258 in the report based on our data, rather than 205 – maybe this is a typo?)**

OneStar Response:

- Thank you for the response. Yes, my mention of 205 was a typo, I meant 258. I will change your total children served to 258, *item resolved – PGW 10/17/2017*

OneStar Clarification:

- For "Population Served," the program mentioned members serving veterans and their families. The program reported 0 as the number of veteran family members served. Should that number be updated? Does the program have data on the number of veteran family members served?

Program Response:

- **This number should be 11 – our program served 11 veteran family members (spouses/partners and children).**

OneStar Response:

- Thank you for the response. I will change your veteran family members served to 11, *item resolved – PGW 10/17/2017*

ANALYSIS OF IMPACT/IMPACT SNAPSHOTS

Comments:

- Thank you for sharing information about the collaboration with the National Alliance on Mental Illness and their training of your members. I'm sure that was very valuable for their service.

- What a great story about member collaboration that resulted in such a positive outcome for the client.

ACCOMPLISHMENTS AND CHALLENGES

Comments:

- Thanks for sharing your efforts to listen to members' and supervisors' suggestions and including new requested trainings to your Pre-Service Orientation.

ADDITIONAL CNCS CLARIFICATION (IF APPLICABLE)

- None at this time.

General Information

ProgramName	Keep Austin Housed
Grant Number	17ESHTX001
Grant Year	2017
ReportingPeriod	Mid-Year Reporting
AmendmentNumber	
Reporting Period Start Date	09/01/2017
Reporting Period End Date	03/31/2018

Grantee Narrative

Demographics

General Program Demographics

Demographic Item	This Reporting Period	YTD Total
Number of individuals who applied to be AmeriCorps members	149.00	149.00
Number of episodic volunteers generated by AmeriCorps members	24.00	24.00
Number of ongoing volunteers generated by AmeriCorps members	92.00	92.00
Number of opportunity youth enrolled as AmeriCorps members	0.00	0.00

Disaster Services

Demographic Item	This Reporting Period	YTD Total
Number of AmeriCorps members who participated in at least one disaster services project	0.00	0.00
Number of disasters to which AmeriCorps members have responded	0.00	0.00
Number of AmeriCorps members who have been trained and/or certified in disaster preparedness and response.*	0.00	0.00
Number of leveraged volunteers responding to disasters and participating in preparedness, response, and recovery*	0.00	0.00
Number of individuals affected by disaster receiving assistance from members	0.00	0.00

Military/Veterans

Demographic Item	This Reporting Period	YTD Total
Number of veterans serving as AmeriCorps members	0.00	0.00
Number of veterans served	41.00	41.00
Number of veteran family members served	1.00	1.00
Number of military family members served	0.00	0.00
Number of active duty military members served.	0.00	0.00

Population Served

Demographic Item	This Reporting Period	YTD Total
Total # of CHILDREN and YOUTH (up to age 25) served by the program: *	186.00	186.00
Total # of children and youth (up to age 25) of incarcerated parents served by the program: *	2.00	2.00
Total # of disadvantaged children and youth (up to age 25) served by the program: *	186.00	186.00
Total # of adults served by the program: *	266.00	266.00
Total # of individuals mentored served by the program: *	0.00	0.00
Total # of clients who received independent living services: *	0.00	0.00

Grantee Narrative

StaffComments

MSY Report

☑ I have no MSY data to report this period.

Grantee Narrative

StaffComments

Performance Indicator

You can locate your retention/enrollment rates in eGrants to respond to this section below

Please explain if/why your retention/enrollment rate does not meet CNCS Requirements.

ENROLLMENT RATE: 86%
Our enrollment rate is less than 100% because five slots were unfilled. According to data we collected, nearly half of applicants who were offered positions either accepted others or chose to stay in their current position. About 30% did not follow through on some portion of the application process, e.g. did not submit site selection choices or did not complete the supplemental application we required. The remaining applicants stopped responding to communication from KAH program staff; were ineligible because of age or education requirements; or were determined to not be good fits for the program by either program staff or site supervisors.

We have taken action for the 2018-2019 service year to create a more robust recruitment plan, including increasing our program's visibility in the Austin community, leveraging social media and other online tools, and developing relationships with college campuses. We have also streamlined our application process, e.g. we no longer require applicants to complete a supplemental application.

RETENTION RATE: 90%
Our retention rate is less than 100% because three members exited the program - one moved out of state; another accepted a different, full-time position; and the other no called/no showed at their site for a week and was terminated.

We are taking corrective action by continuing to encourage members to check in with KAH program staff if they are feeling overwhelmed or unsatisfied with their service; KAH staff also has mandatory, one-on-one meetings with members toward the beginning of the service term to establish rapport and provide support to members. During interviews and other parts of the recruitment process, and during Pre-Service Orientation, KAH staff strives to provide as much detail about the realities of a term of service as possible, and to provide resources for overcoming challenges. We also encourage site supervisors to check in with us, as needed, if they are concerned about a member.

Please explain if/why your 30-day enrollment/exit rate does not meet CNCS Requirements.

30-DAY ENROLLMENT RATE: 93%
Our 30-day enrollment rate is less than 100% due to program staff misunderstanding when the 30-day count starts; two members were enrolled at 35 days.

Program staff have since learned when the 30-day count starts and have enrolled members within the 30-day window since.

30-DAY EXIT RATE: 100%
N/A

Grantee Narrative

StaffComments

Performance Measures

Performance Measure Title:	Housing
Primary Focus Area and Objective:	Economic Opportunity: Housing
Primary Intervention:	
Secondary Focus Area and Objective:	
Secondary Intervention:	
Community problem or need:	
Describe Intervention:	
Activity Start Date:	
Activity End Date:	
Number of Slots:	1.00
Number of MSYs:	1.00
Average days per week the activity will occur:	
Average hours per day the activity will occur:	

Measure Title:	Housing
Output/Outcome:	Output
Related National PM Code:	O5: Number of economically disadvantaged individuals, including homeless individuals, receiving housing services
Type of Measure:	
Measured By:	
Target Number:	400.00
number/Percent:	Number
Measure Title:	Housing
Output/Outcome:	Outcome
Related National PM Code:	O11: Number of economically disadvantaged individuals, including homeless individuals, transitioned into safe, healthy, affordable housing
Type of Measure:	
Measured By:	
Target Number:	210.00
number/Percent:	Number

Measure Type	Measure	Target	Actual	Diff	Percent of Target	Met Target?	Explanation/CorrectiveAction
							ON-TRACK & ONGOING

Output	Housing O5	400.00 (#)	359.00	-41.00	89.75	No	Data is collected from the beginning of the service term through the end of the term; results will be available in late July/early August 2018.
Outcome	Housing O11	210.00 (#)	105.00	-105.00	50.00	No	ON-TRACK & ONGOING Data is collected from the beginning of the service term through the end of the term; results will be available in late July/early August 2018.
MSY		1.00 (#)	1.00	0.00	100.00	Yes	N/A
Slots		1.00 (#)	1.00	0.00	100.00	Yes	N/A

Performance Measure Title:	**Employment**
Primary Focus Area and Objective:	**Economic Opportunity: Employment**
Primary Intervention:	
Secondary Focus Area and Objective:	
Secondary Intervention:	
Community problem or need:	
Describe Intervention:	
Activity Start Date:	
Activity End Date:	
Number of Slots:	**1.00**
Number of MSYs:	**1.00**
Average days per week the activity will occur:	
Average hours per day the activity will occur:	

Measure Title:	**Employment**
Output/Outcome:	**Output**
Related National PM Code:	**O3: Number of economically disadvantaged individuals receiving job placement services**
Type of Measure:	
Measured By:	
Target Number:	**200.00**
number/Percent:	**Number**
Measure Title:	**Employment**

Output/Outcome:	Outcome
Related National PM Code:	O10: Number of economically disadvantaged individuals placed in jobs
Type of Measure:	
Measured By:	
Target Number:	100.00
number/Percent:	Number

Measure Type	Measure	Target	Actual	Diff	Percent of Target	Met Target?	Explanation/CorrectiveAction
Output	Employment O3	200.00 (#)	200.00	0.00	100.00	Yes	MET & ONGOING Data will continue to be collected through the end of the term; final numbers will be available in late July/early August 2018.
Outcome	Employment O10	100.00 (#)	58.00	-42.00	58.00	No	ON-TRACK & ONGOING Data is collected from the beginning of the service term through the end of the term; results will be available in late July/early August 2018.
MSY		1.00 (#)	1.00	0.00	100.00	Yes	N/A
Slots		1.00 (#)	1.00	0.00	100.00	Yes	N/A

Grantee Narrative

Katie Kis, KAH, 4/12/18

- 05: Updated to correct target number of 400, and changed from "complete & ongoing" to "ongoing & on-track," as the goal is nearly met but not yet, and data will continue to be collected through the end of the service term.

- 03: 200 is the current actual according to current client tracking data. Status changed from "complete & ongoing" to "met & ongoing," as data will continue to be collected through the end of the service term.

- 010: Updated to correct target number of 100.

StaffComments

PGW OneStar 04/11/18: For O5, the program submitted the target as 350. The eGrants application submitted has a target of 400 for O5. Please confirm that 400 is the correct target and update the O5 measure in OnCorps. Please update whether the program is "On-Track" or "Behind." If behind, please provide an explanation. Also, please update as to whether the measure is "Complete" or "Ongoing."

For O3, the program reported 200 as the current actual. Please confirm whether this is an accurate count, or is it the minimum known number?

Also, for O3 the program reported the measure as met and complete but in the explanation stated that data is still be collected throughout the end of the term. A measure can be "Met" and "Ongoing." Please confirm that while met, O3 is still ongoing.

55

For O10, the program submitted the target as 111. The eGrants application submitted has a target of 100 for O10. Please confirm that 100 is the correct target and update the O10 measure in OnCorps.

PGW OneStar 04/13/18: Items resolved.

Narratives

☑ I have no Narratives data to report this period.

AmeriCorps Monitoring Report

Desk-Based File Review

Legal Applicant Name	Front Steps
Program Name	Keep Austin Housed
Date of Report	June 22, 2018
Reviewers	Patricia Guzmán-Weema
File Submission Due Date	2/2/2018

The AmeriCorps Program is required to submit documentation to OneStar to support correction for Action Items as noted below. All other documentation must be maintained on site and is subject to review. In addition, any changes or significant events that occur at the AmeriCorps Program should be documented and reported to OneStar. This report will be re-released upon resolution of all items. Should resolution not occur, OneStar reserves the right to implement enforcement actions per the Grant Award Terms and Conditions.

Scope of Review

2016-17 Full Member Files	KAITLYN BISSWURM CARMEN DRAKE
2016-17 NSCHC Member Files	HANNAH VANCE
2017-18 Full Member Files	MADISON ROESE GILLIAN THORBOURNE
2017-18 NSCHC Member Files	EVAN ENZER
NSCHC Staff Files	CLIFFORD MANKIN

Action Items

NATIONAL SERVICE CRIMINAL HISTORY CHECKS

1. Late NSOPW and State of Service and Residence Checks

The program did not run a compliant NSOPW or State of Service and Residence check on Gillian Thorbourne until after the member started service. The program initially ran an NSOPW and State of Service and Residence check using the name "Gillian Thorbourne." On the member's government issued ID, she has two last names "Thorbourne Jessany." The program realized this error during an internal file review and re-ran the checks; however, the program did not notify OneStar of the late checks. The compliant checks were run after the start of service and therefore are late.

APPLICABLE GRANT REQUIREMENT

CNCS NSCHC FAQs

6.1. When must recipient programs conduct the NSOPW check? NSOPW: The results of the NSOPW must be reviewed and documented prior to the person beginning work or starting service (before work, service, or training hours are charged to the grant, federal or match). A person may not accrue hours towards their work or service without first having cleared the NSOPW component of the NSCHC. Checks that are not within these time frames are noncompliant.

6.2. When must recipient programs conduct the State Check(s) and FBI Check? State Check(s) and FBI Check: The criminal history information components (state of service check, state of residence check, and FBI checks) of the NSCHC must be initiated no later than the first day of the start of service or work. Checks that are not within these time frames are noncompliant.

8.4. When I conduct the NSOPW check, should I include a middle name or suffix, e.g. Jr.? When conducting the NSOPW check, please follow the instructions on the NSOPW.gov website. (Currently, the NSOPW search asks for first and last name only.) Similarly, for name-based checks from a state repository, follow the instructions or guidance given by the state repository. Please confirm first and last name against a government issued ID. Entering a middle name can often limit results.

→ ACTION:

a) The member began service on 9/5/2017. Her FBI check cleared on 9/6/2017. Please confirm whether or not the member had access to vulnerable populations on 9/5/2017 to determine if accompaniment was necessary.
b) The results are substantially equivalent. A mistake was made but the program's NSCHC processes are sound. OneStar will not disallow costs for this file. Please confirm in the program response Front Step's understanding that if a mistake happens again it will indicate a process error which presents a greater risk and there will be disallowed costs in the future.
c) Please describe how Front Steps will ensure the program uses the complete name on the government issued ID for NSOPW checks.

Program Response:

a) The member did not have access to vulnerable populations on 9/5/2017, as this was the first day of Pre-Service Orientation and members were at training, and not at their sites.
b) We acknowledge the significance of this finding and understand that future errors will necessitate greater consequences.
c) Program staff will refine existing internal NSCHC procedures: One, to set aside specific periods of time to conduct NSCHCs where staff's attention is fully focused on reviewing documents, conducting checks, and reviewing the checks for accuracy; and two, the Program Coordinator and Program Assistant will review checks run by the other and compare against member documents, as a way of cross-referencing.

OneStar Response:

Thank you, ***item resolved – PGW 7/23/2018***.

2. NSOPW Name

The program submitted a noncompliant NSOPW check for Clifford Mankin. The program submitted a NSOPW screenshot showing, the "First Name like Clifford." On the member's government issued ID, his first name is listed as "Thomas" and his middle name as "Clifford."

APPLICABLE GRANT REQUIREMENT

45 CFR §2540.203 What search components of the National Service Criminal History Check must I satisfy to determine an individual's eligibility to serve in a covered position?
(b) Search procedure for individuals in covered positions who have recurring access to vulnerable populations. (1) This rule applies to individuals who: (i) Begin working for, or who start service with, you on or after April 21, 2011; (ii) Will be 18 years old or older at any time during their term of service; and (iii) Serve in a covered position that will involve recurring access to children age 17 years or younger, to individuals age 60 years or older, or to individuals with disabilities. (2) Unless the Corporation approves an alternative search procedure or an exception under §2540.207 of this chapter, to determine the eligibility of an individual described in paragraph (b)(1) of this section you must conduct and document a National Service Criminal History Check that consists of the following components:
(i) A nationwide name-based search of the Department of Justice (DOJ) National Sex Offender Public Web site (NSOPW);

CNCS NSCHC FAQs
8.4. When I conduct the NSOPW check, should I include a middle name or suffix, e.g. Jr.?
When conducting the NSOPW check, please follow the instructions on the NSOPW.gov website. (Currently, the NSOPW search asks for first and last name only.) Similarly, for name-based checks from a state repository, follow the instructions or guidance given by the state repository. Please confirm first and last name against a government issued ID. Entering a middle name can often limit results.

➔ ACTION: Please re-run Thomas "Clifford" Mankin's NSOPW and submit for review. Based on the CNCS National Service Criminal History Check Enforcement Guide, the total disallowance for the noncompliant NSCHC file is $500 due to having high mitigation. Please see the attached NSCHC written assessment of deficiency and confirm in the program response whether it accurately and fully reflects the circumstance of the noncompliance. Once confirmed, OneStar will submit to CNCS the written assessments of deficiency for all files containing noncompliance along with payment for all disallowed costs as a result of noncompliance. Front Steps is responsible for payment of disallowed costs, using non-federal funds.

Program Response:
- Thomas "Clifford" Mankin's re-run check is attached to the email.
- We have reviewed the attached NSCHC written assessment of deficiency and acknowledge that it accurately and fully reflects the circumstance of the noncompliance. We will then move forward with next steps for cost disallowance.

OneStar Response:
OneStar will be sending a debt collection letter to the program, ***item resolved – PGW 7/23/2018***.

TIMESHEETS

3. Missing Timesheet

The program did not submit Gillian Thorbourne's timesheet from 9/5/2017 – 9/16/2017.

APPLICABLE GRANT REQUIREMENT

> **Specific Terms and Conditions**
> **V.F. Timekeeping.** The recipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. The recipient must have a timekeeping system that is compliant with 2 CFR § 200.430.

➔ **ACTION:** Please submit Gillian Thorbourne's missing timesheet from her first couple weeks of service.

Program Response:
Gillian Thorbourne's timesheet from 9/5/2017-9/16/2017 is attached.

OneStar Response:
Thank you, ***item resolved – PGW 7/23/2018.***

TAB 5: Personnel

- Narrative
- Attachments: Organizational Chart
- Attachments: Resume: Greg McCormack
- Attachments: Resume: Sheila Joseph
- Attachments: Resume: Sharon Lowe
- Attachments: Resume: Trey Nichols
- Attachments: Resume: Lisa Fisher

TAB 5: Personnel

Organizational Chart and Reporting Responsibilities

Enclosed is current Organization Chart for Front Steps. Front Steps operates under a Board of Directors. The Executive Director reports to the Board of Directors and is responsible for the day to day operation of Front Steps. The Executive Director directly supervises the following positions –1) Director of Operations; 2) Programs Director (Housing; Recuperative Care Program; Keep Austin Housed; and SSVF Program); 3) Shelter Services Director; 4) Human Resources Director; 5) Communications and Development Director; and 6) Finance Director. These directors then directly supervise staff within each area and ensure compliance and report back to the Executive Director and finally back to the Board of Directors. (See Org Chart)

Key agency leadership will include the following staff:

- **Executive Director and Current Programs Director:** Greg McCormack, M.Ed. He holds a BS in Psychology and M.Ed. in Counseling and Guidance from Texas State University. He has over 27 years of experience in social and career services, with 25 years directly serving homeless populations. He has been with this organization since 2014 in his role as Program Director and Executive Director. He is a strong strategic leader with experience in service provision, administration, and oversite.

- **Human Resources Director:** Sharon Lowe, J.D., M.A. Pastoral Ministry. She joined Front Steps in July 2017 as a fundraising consultant and now serves as Human Resources Director. Sharon has worked for over 16 years in non-profits, 13 years as a government attorney, and 5 years in human resources.

- **Financial Director:** Sheila Joseph., MBA. She holds a BS in Accounting from Southern University of New Orleans and an MBA from the University of Phoenix. She has 15+ years accounting and 3 years of auditing and financial review experience. She works closely with and provides general oversight of management in the development of new programs and the budget to fund new activities and initiatives. She works closely with directors and managers to ensure compliance with grant and contract requirements.

- **Director of Operations:** Trey Nichols, M.S. He holds a BS in Psychology and an MS in Family Therapy from Texas Woman's University. He has 15+ years working with the homeless population, 4 years with this organization. He has delivered stability and scalability for 3 growing operations through structured governance and quality assurance processes that streamlined and revitalized programs, team structure, and systems in response to increasing demand. He has influenced change throughout the organization and can readily convey technical information to non-technical audiences.

- **Shelter Services Director:** Lisa Fisher, B.A., Holds a BA from the University of Texas at Austin and has been with Front Steps serving those at-risk, currently experiencing, & those formerly homeless, for 13 years. Overall, she has 18+ years in the non-profit, state, and medical sectors in a variety of roles ranging from direct service, facilities staffing and

management, program development and oversight, and change management. She spent time working in, and operating, a 24/7 intensive psychiatric residential treatment center, the Department of Family and Protective Services, and has extensive experience working directly with extremely vulnerable populations.

Front Steps staff are trained in areas such as Trauma-Informed Care, Harm Reduction, Housing First, Trans-theoretical Model of Change, conflict resolution, verbal de-escalation, and other techniques/approaches that prove vital in a high-traffic facility serving the various needs of our population. All staff members go through extensive training surrounding observation and one-on-one training with supervisors. A great amount of our training occurs on the job. We focus on both individual and skills-based training as well as management training. Trainings are offered on-site and within the community. Front Steps is a partner with the following organizations which offer opportunities for free or discounted trainings for professional staff, case managers, and front-line staff working with persons experiencing concerns related to health and/or homelessness.

- Mission Capital which provides training related to nonprofit board development, succession planning, organizational development and innovation planning;
- One Voice Central Texas, which offers advocacy and training for executive leaders of health and human services nonprofits;
- Texas Homeless Network which provides group training through T3 and the Center for Social Innovation on homeless services provider topics such as trauma-informed care, motivational interviewing and supporting resilience;
- Ending Community Homelessness Coalition (ECHO), the local umbrella organization charged with managing the Continuum of Care for Austin Travis County;
- Texas Association of Nonprofit Organizations (TANO);
- Substance Abuse and Mental Health Administration (SAMHSA);
- Housing and Urban Development (HUD);
- Texas Department of Housing and Community Affairs (TDHCA);
- National Association of Social Workers (NASW);
- Social Services Case Management Network (SSCMN);
- SOAR Works;
- The Best Single Source Plus Collaborative/Caritas;
- Integral Care;
- Downtown Austin Community Court (DACC).

Staff are trained in the following areas:

- Housing First
- Harm Reduction
- Trauma Informed Care
- Motivational Interviewing
- Mental Health First Aid
- Boundaries and Ethics
- De-Escalation

- Safety Protocols
- Diversity
- Mental Health
- Substance Use
- Special Populations
- Systemic Disparities

In addition to these, we provide the following Workplace Safety and Wellness training to all staff:

- CPR/First Aid
- Active Shooter
- Non-Harassment
- OSHA Compliant Blood-borne Pathogens
- GHS/Hazardous Materials

All staff go through or have the opportunity for professional and safety training. Management have the opportunity for training on topics such as 1) leadership fundamentals; 2) supervisory skills; 3) conflict resolution; 4) problem solving; 5) progressive discipline; 6) team building; and 7) interviewing.

Retention Rate

Many of the positions at Front Steps serve as first entry in to homeless services careers. As such, after gaining the valuable experience at the Shelter, some move on to continue their careers in other capacities throughout the community. During the FY 2016-2017, overall, we had a 48% turnover rate, mainly with our entry level Client Services Specialist (CSS) staff. The organizations strives to ensure for staff training and safety while at the ARCH, and also want each individual to reach their highest level of potential, either with Front Steps or with another organization in the community.

Evidence-Based Practices

Front Steps has extensive experience with the complexities that come with working with the homeless population and the different strategies to implement based on each individual's circumstances and viable options. Front Steps has worked with specialized populations including, but not limited to, the elderly, those exiting the criminal justice system, those with severe and persistent mental illness, etc. We work to provide targeted services to all in order to meet each individual's needs.

- **Housing First and Harm Reduction**

Front Steps was on the forefront of delivering services using Housing First principles to clients experiencing homelessness. Front Steps has always believed in the philosophy that all clients experiencing homelessness should be provided with a housing option as quickly as possible and began shifting programs to Housing First principles. In addition, in 2009-2010, Front Steps utilized a mentorship relationship that was established with the Downtown Emergency Service

Center (DESC), in Seattle, WA to conduct a "re-envisioning ARCH" process at the time to implement the Housing First as a best practice strategy.

Front Steps was the pioneer of the Housing First Permanent Supportive Housing (PSH) model in Austin, TX where it brought the model in 2008 through a series of HUD-funded grants. Rather than housing those easiest to serve, our housing program targets those in greatest need and with the highest barriers to achieving housing stability. As a participant in Coordinated Assessment, entries into our successful supportive housing program are selected based on homeless status and vulnerability. Services are team-based and operate from Housing First and Harm Reduction models and work with integrated health, mental and behavioral health, employment, and disability specialty partners. Case Managers create an environment where clients can openly discuss substance use without fear of judgement, and they support client decisions regarding substance use goals (active use, recovery, and abstinence). They help provide extensive wrap-around supports for persons in crisis with 24-hour emergency case management access.

Front Steps also began Streets of Hope program, which is a Harm Reduction approach to Substance Use groups as well as individual counseling support. The components of this group were specifically designed to effectively target those individuals struggling to succeed with traditional/available models of recovery at the time, and has proven to be hugely successful in reaching those ranging from pre-contemplative stages of recovery to rebuilding after relapse. Many individuals not yet ready to address the root issues and/or impact of their substance use upon their housing instability have been able to connect through the outreach and non-judgmental approach utilized in this service area. Staff in this program identify goals with participants and develop a curriculum to serve clients most effectively.

- **Motivational Interviewing**

Case Managers are trained in Trauma-Informed Care, Motivational Interviewing, and crisis strategies, and utilize them daily. Motivational Interviewing helps the Case Manager provide better assess and provide direct service to the client during each visit. Front Steps believes these methods are very helpful in helping our clients to access housing, stabilize in their new homes, and help them maintain it over the years.

- **Trauma-Informed Care**

Front Steps provides a Trauma-Informed approach to deliver services to clients. Following the tenants of a Trauma-Informed approach, as detailed by SAMHSA, Front Steps 1) realizes the widespread impact of trauma and understands potential paths for recovery; 2) recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system; 3) responds by fully integrating knowledge and trauma into policies, procedures, and practices; and 4) seeks to actively resist re-traumatization. Front Steps adheres to the 6 key principals of 1) safety; 2) trustworthiness and transparency; 3) peer support; 4) collaboration and mutuality; 5) empowerment, voice, and choice; and 6) cultural, historical, and gender issues in delivery of the Trauma-Informed approach. Further, Front Steps uses trauma-specific intervention programs that recognize: "1) the survivor's need to be respected, informed, connected, and hopeful

regarding their own recovery; 2) the interrelation between trauma and symptoms of trauma such as substance abuse, eating disorders, depression, and anxiety; and 3) the need to work in a collaborative way with survivors, family and friends of the survivor, and other human services agencies in a manner that will empower survivors and consumers." (*definition from SAMHSA*). Front Steps Board of Directors have a commitment to service delivery to clients that incorporate trauma informed care.

- **Rapid Re-Housing**
  Front Steps has extensive experience in running Rapid Re-Housing programs. We have received funding directly through our ESG grants, our Veterans Initiative, as well as through our partnership in the BSS+ Collaborative. In the past, we have also received Homelessness Prevention and Rapid Re-housing Program (HPRP) funding to provide services to clients. Front Steps provides housing location, placement, and stability services through our ESG Rapid Re-Housing grant, through BSS+ funding, and our Support Services for Veteran Families (SSVF) program is the largest Rapid Re-Housing program in the country.

- **Permanent Supportive Housing**
  Since 2008, Front Steps has managed a HUD-funded Permanent Supportive Housing program in which we support 54 clients annually to maintain housing in the community. Partnership with landlords and property owners are maintained and the clients in this program are supported by case managers to work on a variety of issues: drug/alcohol use, mental health issues, physical health issues, daily living skills, financial education, etc. These services are provided to adults experiencing homelessness.

Coordination and Communication Strategies

Front Steps recognizes that the ARCH operator works collaboratively with many organizations and individuals in order to educate the community about the complexities of homelessness and to meet the needs of the diverse clients that ARCH serves. Strong interagency partnerships and community collaborations are required to ensure that ARCH offers an integrated array of comprehensive services, treatment, and housing that empower clients to reach their highest potential. These collaborations help ensure homelessness is rare, brief, and non-recurring in our community.

- **Downtown Associations:** Front Steps strives to be a good neighbor by participating in events, meetings, and community forums hosted by the Downtown Austin Alliance (DAA), Downtown Austin Neighborhood Association (DANA), and the Hospitality Institute Safety Committee. Staff members are actively involved with the DAA's Security and Maintenance Committee, which "brings together property owners and managers, social service agencies, and business officials to address issues that impact the safety and cleanliness within and around the downtown Public Improvement District." Attendance at these committee meetings has served to strengthen Front Steps' relationship with the Austin Police Department, Downtown Austin Community Court, APD Commander's Forum, and the downtown business community.

Front Steps partnered with DAA (Downtown Austin Alliance), Sixth Street Austin, and others to develop public relations campaigns aimed at educating the public and bringing a deeper understanding to the plight of those experiencing homeless in our community and how the City, social service agencies, and the community at-large can work together to meet the plethora of needs.

In every interaction with downtown associations, Front Steps seeks to convey our commitment to their mission of preserving and enhancing the value and vitality of downtown Austin, while doing our best to serve the varied needs of downtown's most vulnerable individuals.

- **Downtown Homeless Service Providers:** Front Steps helps to coordinate services with Caritas, Salvation Army, and Trinity Center to guarantee that the best possible, housing focused services are offered for homeless men, women, and children in the downtown area. Front Steps has implemented regularly scheduled meetings with other service providers. Front Steps has managed an inter-agency shelter reservation system whereby many local nonprofits can reserve overnight shelter space for their clients at the ARCH. Front Steps will reserve some spaces through the coordinated entry system and various outreach efforts. With other service providers, including the new Sobering Center Austin, Front Steps will continue to share resources to ensure people are housed as quickly as possible in the community using Housing First principles. The following organizations participate in this system, which extends Front Steps' capacity to provide Case Management to those who need it: Integral Care, the VA, Downtown Austin Community Court, and HOST.

- **Ending Community Homelessness Coalition (ECHO):** Front Steps embraces its role of advocating for people experiencing homelessness served at the ARCH. Numerous staff members are involved with ECHO, which is "dedicated to planning, prioritizing, and developing strategies to end homelessness in Austin." Front Steps Executive Director is an active member on the ECHO Membership Council, which directs and guides the strategy and actions of ECHO. Front Steps' staff members are also involved with ECHO's Planning and Evaluation Committee as well as the Events and Community Education Committee. Further, Front Steps plays a leadership role in ECHO's Point-in-Time Count, has partnered with them over the years with services at the annual Homeless Resource Fairs, and also plays a role in the HMIS work group meeting.

- **Law Enforcement and First Responders:** Front Steps maintains a strong working relationship with the Austin Police Department and Emergency First Responders in order to ensure the safety and security of the clients, staff, and volunteers at the ARCH. Since the ARCH opened at its current location, Front Steps, APD, EMS, and other entities have made many concerted efforts to address health and safety concerns within, and outside of, the facility. When APD staffing levels did not allow for this, Front Steps responded by utilizing private security officers. We regularly attend the Downtown Strategy and Commander's Forum meetings as part of our efforts to engage the community around safety for all those who come to the facility.

- **Homeland Security and Emergency Management (HSEM):** Front Steps partners with HSEM for coordination of Cold Weather Shelter and Heat Advisories.

- **Hospital Systems:** Through our Recuperative Care Program (RCP), Front Steps has an 8 year history working with hospital systems at discharge, and a much longer history working at the street and shelter level needing assistance navigating healthcare systems. Hospitals often coordinate with Front Steps at discharge when a client has nowhere else to go. For those who are not sick enough to remain in the hospital but are too sick to return to the streets, these individuals are referred to our Recuperative Care Program. Front Steps also coordinates with community providers and shares a co-located space with Community Care Clinic. Front Steps has also been a part of the Emerge program for many years. For many years we served as a resident program to teach medical students about homeless services.

- **Mental and Behavioral Health Systems**: In partnership with Integral Care, various institutional settings, and other community agencies, Front Steps takes a joint approach to assisting our clients with accessing and/or maintaining mental health resources and services. Every aspect of our services, from outreach to shelter, then into Case Management services, then onto housing stability, Front Steps recognizes the importance of addressing our population's mental health needs as a whole. We continue to collaborate and coordinate services with various departments within Integral Care and other organizations. One of the newer relationships we have built involves the Homeless Outreach Street Team (HOST), which includes Downtown Austin Community Court (DACC), Integral Care, Austin Police Department (APD), and Emergency Medical Services (EMS).

- **Criminal Justice Systems**: Front Steps has a long history working with Downtown Austin Community Court (DACC) program and case managers. We also work with Travis County (Re-entry) offender employment specialists. Front Steps participates in Re-entry roundtable looking at strategies to help with criminal justice system. Front Steps works with Victim Services and individual clients to navigate with Austin Police Department "Crime Services" municipal court. We have a history of jail visits basis to provide information and resources to incarcerated individuals prior to release.

- **Homeless advocates:** Front Steps is actively involved with numerous coalitions and advocacy organizations, including ECHO, the Basic Needs Coalition of Central Texas, One Voice Central Texas (formerly the Austin Area Human Services Association), the Religious Coalition to Assist the Homeless, and the Downtown Cluster of Congregations and Social Agencies. Front Steps enthusiastically works with each of these organizations in an effort to eliminate homelessness in Austin. Front Steps considers itself to be a leader in advocating for people experiencing homelessness to develop solutions that will make homelessness rare, brief and non-recurring in our community. By providing housing focused services we have shown great results in our community throughout our programs.

Media and Communications

- **The Media:** Front Steps utilizes every possible opportunity to educate the community about homelessness, working with the media to tell the stories of the men and women we serve. Front Steps Communications and Development department is dedicated to responding promptly to all media inquiries. In the past year, Front Steps has responded to media inquiries and interview requests from every local television news program, numerous radio stations, and various printed publications. Front Steps strives to be proactive in keeping the issues of homelessness and housing in the public discourse by submitting press releases and communicating frequently with various media outlets. Front Steps has a long history responding to media requests regarding homeless services, education, laws, and ordinances that affect people experiencing homelessness.

  Front Steps uses the following policy when responding to information and interview requests from the media:

  - The Front Steps' Executive Director and Communications and Development department will promptly respond to all inquiries regarding ARCH.
  - When the media inquiry is about routine ARCH operations, the Front Steps' Executive Director and Communications and Development Department will immediately respond, answer questions, and conduct interviews. Routine inquiries include requests about basic services, Cold Weather Shelter, and services offered during the holiday season.
  - When the media inquiry is about the ARCH budget, a client complaint, or anything that could result in a negative news story, Front Steps will coordinate its communication efforts with the City's Communications and Public Information Office.

- **City and County Leadership:** Relationships with City and County leaders are vital to Front Steps' success. Front Steps recognizes its role as experts in working with homeless men and women, particularly those who are chronically homeless. As such, Front Steps works hard to share the experiences of homeless community members with those in positions of leadership who need to understand the realities of homelessness in Central Texas. Each year the Executive Director invites many City and County leaders to tour the ARCH and learn more about the services provided and individuals served.

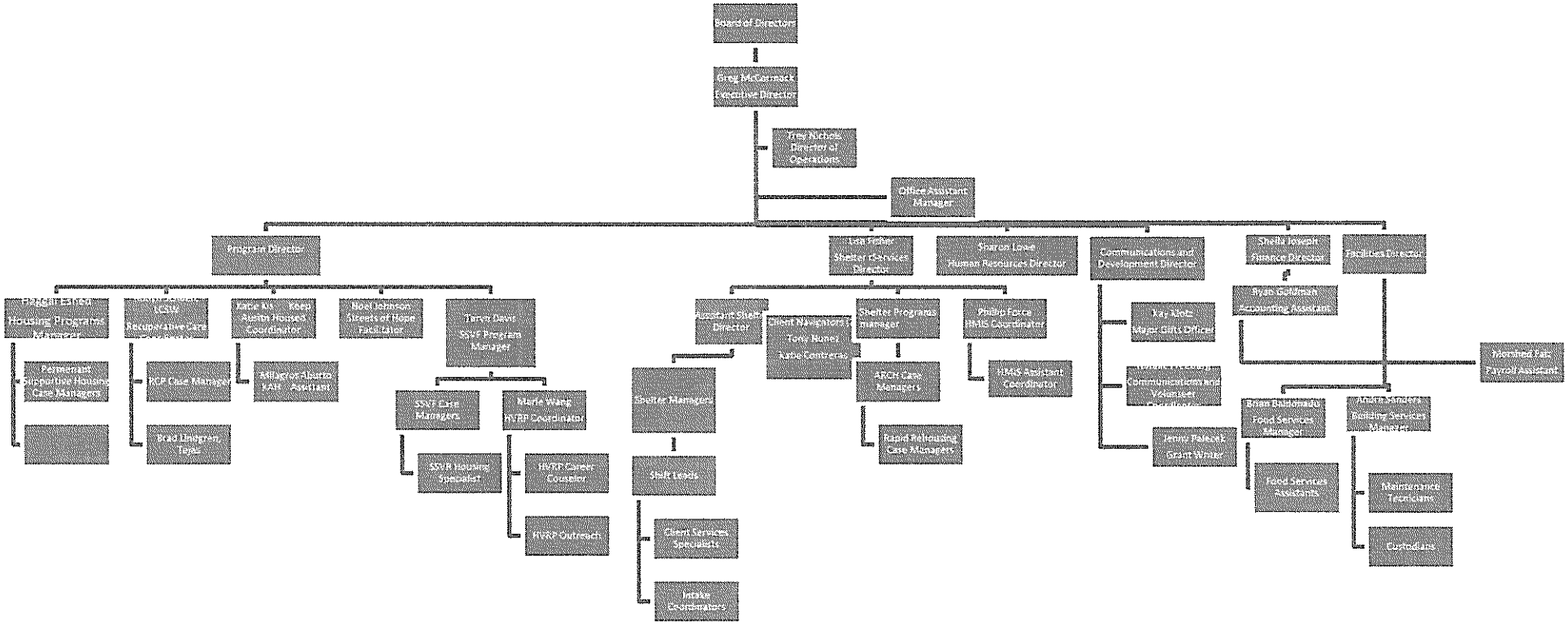
- **HHSD Staff/Requests for Information:** Front Steps is committed submitting required reports on a timely basis and responding to unanticipated requests for information as soon as possible. Front Steps recognizes that ARCH is very public program and that requests for information often come from the media or the community.

  The Front Steps' Communications and Development department, as well as the Leadership Team, promptly responds to all requests for information. The Communications and Development department, which includes the Director of Development and Volunteer Coordinator, is available to provide tours and presentations about the services available at the ARCH, answer questions, and reply to inquiries from the media and city officials. Both staff members provide their cell phone numbers on

their outgoing voicemail messages to ensure that they can be reached at all times. They routinely field phone calls at night and during the weekend when called upon to do so.

Community Education & Engagement: Front Steps embraces every opportunity to educate the community about the people served at the ARCH and how the public can assist with meeting their needs. Front Steps uses digital platforms, social media, holds tours/information sessions, responds to inquiries, participates in various community education activities such as simulations, participates in Homelessness and Hunger Awareness Week activities, shares our clients' stories celebrating their journeys towards stability in housing, offers opportunities for volunteering, participates in the education of students/future healthcare providers/law enforcement, and plays an active role in any innovative attempt to address homelessness in this city. As the non-profit operator of the ARCH on behalf of the City of Austin, Front Steps communicates with the City prior to responding to controversial inquiries. We are committed to presenting accurate information about the ARCH, its services, and its clients and coordinating our communication efforts with the City as appropriate.

FRONT STEPS ORGANIZATIONAL CHART



Front Steps Updated 2018

GREG MCCORMACK, M.ED.

6302 Cary Drive • Austin, TX 78757 • 512.230.5272 • gsm9099@yahoo.com

Experienced Director of Social and Career Services, with strong strategic and analytical abilities. Leader with experience on all levels of service provision and oversite. Creative thinker and problem solver, with a strong commitment to going above and beyond to meet expectations and needs.

PROFESSIONAL EXPERIENCE

FRONT STEPS — 2014-Present

Executive Director (2018- Present)
Program Director

Oversee program, staff, contracts, and fiscal operations for three HUD PSH programs, City of Austin PSH grant, transitional housing program, Best Single Source Plus, Streets of Hope Substance Program, Shelter Case Management, Keep Austin Housed AmeriCorps Program, and Recuperative Care Program. Serve as direct report for five managers and oversee a staff of 46 FTE. Responsible for development, implementation, management, and evaluation of all agency programs designed to improve the self-sufficiency of homeless individuals.

- Ensure all contract obligations are met and reported on.
- Collaborate with Development team to seek and secure funding.
- Primary contact for HR related issues with direct and indirect staff and AmeriCorps members.
- Coordinate services and relationships with 10 partner agencies that co-locate at Front Steps.
- Oversee budgeting and financial reporting for Program Grants.
- Serve as spokesman for the agency, maintain positive relationships with community partners and funding agencies.
- Helped Front Steps apply for and receive VA Grant for $3 million over 3 years to take lead on ending homelessness for veterans in Austin.

U.S. VETS – LONG BEACH, CA — 2001-2014

Executive Director, 2006 - 2013

Oversee and manage U.S.VETS-Long Beach Site, the largest such facility in the country that provides housing and social services to over 550 formerly homeless and disabled veterans. Procure, manage and oversee reporting requirements on funding sources that include federal grants from VA, HUD, Dept of Labor, Corporation for National and Community Service/AmeriCorps), foundation support, individual donations, and annual fundraising luncheon (500 attendees), which helped grow budget from $4 million to $5 million. Function as primary community liaison with community and business members.

- Create and manage annual budget of $5 million (grew budget from $4 to $5 million over 5 years).
- Manage 400 low income rental units for veterans, compliance with fair housing, strive to achieve zero evictions while providing clear resident expectations.
- Supervise 50 FT staff members, with direct reporting including Program Managers, Workforce Managers, Operations Managers, and Administrative Support.
- Ensure quality and on time submittal of all required reporting needs, including serving as primary contact for Board members, audits and evaluations.
- Put together and manage local Advisory Board made up of business and community members
- Adopt and carry out strategic plan of the organization while ensuring staff and community members prioritize are knowledgeable of all goals.

Operations Director, 2003 - 2006

Create and monitor site budget, serve as primary contact for funding sources including HUD, Veterans Affairs, and Department of Labor. Ensure that funds are appropriately managed and allocated according to individual budget requirements. Provide support to director on HR related issues.

- Keep site in adherence of OMB A-122 regulations for nonprofit organizations.
- Manage expenditures and staff costs to keep within budget.
- Submit required reports for internal controls as well as those required by funding sources.

Workforce Development Director, 2001 - 2003

Manage and oversee Workforce department and staff, career center services, and job development. Monitor and report to all funding sources and ensure department meets all goals.

- Placement of over 150 veterans per year in to full time employment, with 80% placement rate.

GOODWILL INDUSTRIES OF S. CA, Los Angeles, CA **1993-2001**

Workforce Development Manager, 1998 - 2001

Manage occupational skills training programs, veteran's services, and career resource center for low income and disabled individuals. Supervise staff of Career Counselors, Employment Specialist, and Career Center Clerks.

- Implemented new Welfare to Work Program for low income single parents
- Helped design and oversee construction of new One Stop Career Center, ensure it meets needs for people with disabilities.
- Participated in start up of City of Los Angeles Disability Taskforce Team.

Career Development Coordinator, 1995 - 1998

Coordinate grant funded employment training and assistance program for low income individuals.

Program Coordinator/Career Counselor, 1993 - 1995

Oversee program, budget and staff to provide training and employment assistance to low income individuals. Manage Caseload of low income and/or homeless individuals.

AUSTIN STATE HOSPITAL, Austin, TX **1992-1993**

Therapist, Extended Care Unit

Lead groups on Conversation Skills, Independent Living Skills, Symptom Management and Problem Solving for chronically mentally ill patients.

- Wrote Rehabilitation Assessments and participated in team staffing with psychologist and social workers.
- Participated in new and innovative Psychosocial Behavioral Training System of working with chronically mentally ill individuals.

CENTRAL TEXAS REHABILITATION ASSOCIATES, Austin, TX **1991-1993**

Counselor

Conduct interviews, individual and group counseling related to vocational evaluation.

- Administered and evaluated array of psychometric assessment.

EDUCATION

Masters of Education, Texas State University (1991)

Major: Counseling and Guidance • Minor: Psychology/Sociology

Bachelors of Science, Texas State University (1989)

Major: Psychology • Minor: Mathematics

SHEILA JOSEPH, MBA

606 Point Run Drive Pflugerville, Texas 78660
Josephs080@gmail.com 512-568-5350

QUALIFICATIONS:

- 15+ years in accounting and 3 years of auditing and financial review experience.
- Forecast and developed budgets for Directors.
- Detailed preparation and analysis of financial reports.
- Evaluated accounting systems and implemented processes of improvements.
- Team player in supporting the achievements of the overall corporate goals and objectives.

PROFESSIONAL EXPERIENCE:

FRONT STEPS, INC. TX, 2015 – CURRENT

Finance Director

- Guides the financial decisions of the organization by preparing an annual budget, scheduling expenditures, analyzing variances, and forecasting requirements and market trends.
- Provides general oversight over department's accounting, accounts payable, accounts receivables, budgeting, cash control, financial analysis, and financial reporting.
- Provides guidance and recommendations to management in the development and completion of their budgets to meet the needs of the department and comply with government and grant funding requirements.
- Reviews financial and budget reports and performs financial analysis by establishing schedules, reviewing financial and/or budget reports to ensure accuracy and reporting on financial and budget condition and trends.
- Reviews financial forecasts and summaries and analyzes financial and industry trends for the purpose of recommending a plan of action for the organization and/or departments.
- Manages finance functions by managing any or all accounting, budgeting, purchasing, accounts payable, accounts receivables, and payroll functions.
- Prepares reports and statistics reflecting revenues, expenditures, and other financial results.
- Assures proper approval is provided before invoices are paid, and prepares checks.
- Ensures the accuracy of all financial record keeping.
- Prepare and enter monthly journal entries.
- Reconcile bank accounts and monthly bank statements.
- Prepare Form 990 for filing each fiscal year.
- Assist management in the preparation of an annual report for the organization.
- Work closely with managers to ensure compliance with grant and contract requirements.
- Develop financial estimates and projections.
- Works closely with and provides general oversight of management in the development of new programs and the budget to fund new activities and initiatives.
- Research and develop information for proposals, new programs, and program modifications.
- Provide financial information and prepare reports for the City of Austin, HUD, and other funders or agencies.

- Develop financial and accounting policies and procedures to ensure internal controls over funding.
- Assist the Board of Directors with the recruitment of auditors and ensure controls are in place to adhere to audit expectations.
- Perform other duties as assigned.

OVATE ACCOUNTING AND BOOKKEEPING AUSTIN, TX, 2013 – 2015

- Daily entry of accounting transactions: vendor bills, customer invoices, bill payments, customer payments and deposits, other disbursements and withdrawals.
- Maintain complete and up-to-date detailed accounts receivable, accounts payable and cash account ledgers able to provide daily or weekly reports on these and other critical areas of business management.
- Able to either processes payroll or make the necessary entries to record payroll processed bay third-party provider which includes complete recording of gross wages, employer tax and other payroll expenses, and payroll liabilities.
- Perform a periodic review of your general ledger to ensure all activity is correct and all necessary cash-to-accrual or income recognition adjustments have been made.
- Issuance of financial statements
- Ensuring that your accounting data file is set up correctly to fit your business model and to provide the reporting functionality your business requires.

TEXAS ASSOCIATION OF NON PROFIT ORGANIZATIONS (TANO), Austin, TX, 2012 - 2013

Director of Finance

- Prepared month end journal entries including accruals; performed monthly reconciliations.
- Coordinate, analyze and report the financial performance to Management and Board of Directors (financial performance, projections and other special projects as required).
- Prepare financial forecasts of financial performance for use with internal management and external parties.
- Oversee audit and tax functions, coordinate activities with outside audit firms and review firm's performance.
- Develop, implement and maintain accounting and administrative policies and procedures fora wide-ranging set of activities including financial accounting and reporting, employee relations (hiring/terminating policies) and other corporate policies.

- Proficiency in all aspects of corporate accounting and all pertinent GAAP, SEC rules and regulations including Sarbanes-Oxley compliance.
- Prepared monthly financials for multiple organizations.

LUTHERAN SOCIAL SERVICES OF THE SOUTH, Austin, TX, Jan 2010 – September/2011

Financial Specialist/Director of Programs

- Responsible for preparing monthly journal entries, income statements and invoices within Black baud accounting software. Developed financials to compare budget to actual compliance with Government contract. Prepared variance analysis.
- Maintained accounts receivable, accounts payable and supporting spreadsheets that reflected the categorical compliance of the contract.
- Oversee service planning, program budget, evaluation process, and statistical information in assuring achievement of project deliverables.
- Generated accounting schedules for A133 audits. Worked closely with auditors during theA133 audits and annual audits.
- Serve as primary contact regarding contractual issues for the Social Service Block Grant (SSBG)
- Trained, supervised and assisted in evaluation of assigned staff.
- Served as a primary contact for issue resolution concerning invoice processing, statement reconciliation and vendor payment activities
- Implemented and administered SSBG Housing-Related Unmet Needs programs in the assigned area. Presented statistical data and financial information through Excel Power Point.
- Developed, reviewed and updated program policies and practices
- Prepared worksheets and schedules for auditors and internal use of the company
- Overseer of subcontractor processes to include contract management, contract compliance and outcome of service provision.
- Prepared supporting reports for grants and supporting reports for data collections to present to Federal government.
- Performed period end closing, ensuring subsidiary ledger ties with general ledger.
- Composed ad hoc reports and presentations to Vice President of External Affairs.
- Traveling, networking, community outreach and client advocacy
- Ensured confidentiality of records utilizing locked file features of Outlook.

ARROW GLASS AND MIRROR, Austin, TX, March 2009 – August, 2009

Controller

- Responsible for research and examination of lost data during a conversion from QuickBooks Pro to SAGE Timberline.

ROBERT HALF INTERNATIONAL/ACCOUNTEMPS, Austin, TX, 2006 – 2009

Accountant/Consultant
Industries: Non-Profit; Property management; High Tech; Oil and Gas; private sector

- Generated monthly financial statements, including P & L, Balance Sheet & Cash Flow Analysis utilizing Quick books and Peachtree accounting software.
- Executed monthly billing Invoices with supporting documents.
- Developed general Ledger analysis.
- Completed Bank and Account reconciliations monthly.
- Prepared and entered monthly journal entries and accruals.
- Maintained internal bi-weekly payroll for over 30 employees.
- Maintain the contributions of 401K recipients
- Established new policies and procedures to maintain internal accounting controls.
- Implemented processing changes to improve processing and reporting efficiency and accuracy, presentation of information operating Microsoft Power Point.
- Compiled worksheets and schedules for auditors using Microsoft Excel.
- Provided weekly invoices and managed payment plan receivables.
- Recorded and entered general ledger journal entries and monthly accruals.
- Worked with IT departments to ensure timely and precise software conversions
- Developed reports for Management.
- Incorporated worksheets for monitoring of annual budgets

VOLUNTEERS OF AMERICA, New Orleans, Louisiana, 2002 – 2005

Accountant

- Produced financial reports, developed budgets, and performed variance analysis in accordance with Program requirements. Compiled periodic financial reporting packages for senior management. Expedited internal audits to ensure regulatory compliance and operational efficiency/accuracy. Contributed to teamwork in carrying out special projects.
- Converted software from ACCPAC accounting to MIP accounting software.
- Consistently met deadlines while demonstrating strong analytical and problem-solving skills to achieve corporate objectives.
- Prepared integrated spreadsheets for government and state grants to reflect cost reimbursement.

WERLEINS, Metairie, Louisiana, 1999 – 2002

Accountant

- Assisted Controller with monthly account reconciliations, reconciled general ledger transactions. Developed journal entries, and AR/AP.

DEFENSE CONTRACT AUDIT AGENCY 1988 – 1990

Auditor

- Worked both in teams and alone to produce audit findings and reports. Performed complex auditing work for the Department of Defense. Audits consisted of examining, investigating and reviewing financial documentation and management practices to ensure legal compliance with federal laws, rules and regulations pertaining to the Department of Defense Contractor guidelines. Conducted audits for efficiency, and effectiveness to detect waste abuse and fraud of contractors.

EDUCATION:

Masters of Business Administration (2008)

University of Phoenix
Austin, Texas
Bachelors of Science (Accounting) (1987)

Southern University of New Orleans
New Orleans, Louisiana

COMPUTER/ACCOUNTING SOFTWARE (RECENT):

Quick books Pro
Quick books Premier Non-Profit Edition 2010, 2011, 2012
Quick books Online
Quick books Premier Accountant Edition 2013
Timberline Accounting Software
Sage MIP
Black baud
Microsoft Office including EXCEL

Sharon Y. Lowe 5200 Scout Island Circle. S., Austin, Texas 78731, Home: 512-345-1990
Cell: 512-775-4774 email: sharonylowe56@gmail.com

Executive Profile

Innovative leader, non-practicing attorney, human resources professional and lay pastoral minister who has led teams within higher education, government, high tech and nonprofit sectors with attention to building productive, inclusive and affirming relationships.

Professional Experience

Human Resources Director, Front Steps, Inc.
November 2017-Present

As a member of the FS leadership team, provide direction, accountability, planning and coordination of human resources and related policies, procedures and legal compliance to meet the organization's needs, including: recruiting and staffing; compensation and benefit administration; employee training and development; organizational development; policies, procedures, record-keeping and grant compliance; bi-weekly payroll assistance; Employee Web Services (EWS) co-management; and advise managers on employee relations, performance management, safety and wellness.

Fundraising Consultant, Front Steps, Inc.
July-October 2017

Assisted Front Steps with relationship development and fundraising for its first "Purse Power" event.

Executive Director, Foundation for the Homeless, Inc.
October 2007- June 2017, Austin, Texas

Strategic development and oversight of FFH's programs, operations, budget and relationships, including: communications with the board, staff, government, congregations, other nonprofits, businesses, grant-makers and volunteers. Spearheaded new collaborations, programs, operations, communications and fund-raising strategies that:

- Moved the organization toward "Housing First" models of preventing, ending and reducing the suffering of homelessness;
- Increased the efficacy, cost-effectiveness and impact of all programs, and increased the number of persons who exited homelessness into safe, stable housing thru FFH by 2X or more;
- Developed and operated for 13 weeks the Safe Sleep Shelter for Women Pilot Project,-a collaboration with ECHO, the Religious Coalition, Trinity Center/St David's Episcopal Church and five other churches to shelter each night 35-50 women experiencing chronic homelessness. The shelter was continued by the Salvation Army;
- Expanded revenue development and community engagement programming. Launched Spirit of Compassion Awards event in 2009 that has raised up to $200K annually;
- Increased "top-line" revenues by approximately 300% from 2008 to 2016. Two new grants implemented during 2015 -2016 added $500K in revenues.

In addition, I, along with others:

- Initiated strategic program, facilities and finance planning to cover FFH's projected needs for the next three to five years;
- Moved FFH's offices to subleased space with Easter Seals of Central Texas (2014) and moved with them to new space July 2015. Reopened a Day Center and alternative shelter facility in June 2015; Leased three additional 3BR houses as shelter November 2015-October 2017.
- Held volunteer leadership roles at The Seton Cove, One Voice Central Texas, ECHO, Best Single Source Plus.

Director, Interfaith Hospitality Network-Katrina, Foundation for the Homeless, Inc.
October 2005 – September 2006 (1 year) Austin, Texas

Developed and led disaster assistance project for survivors of Hurricanes Katrina and Rita, working with 70+ congregations, community groups and the City of Austin to provide housing and basic needs. Acquired major corporate donation and partnered with another nonprofit to distribute new furniture to 350 households and house wares to more than 450 households. Managed National Emergency Grant and AmeriCorps staff members to provide case management to 50+ households. Handled FEMA appeals.

Interim Director, Interfaith Hospitality Network, Foundation for the Homeless, Inc.
October 2004 – January 2005 (4 months) Austin, Texas

Coordinated Austin's Family Promise-Interfaith Hospitality Network to provide shelter for eight families for a week at a time within two "loops" or networks of congregations and volunteers.

Seminary Student and Community Volunteer, Home & Community
September 2000 – October 2004 (4 years 2 months) Austin, Texas

Leaned-into family, vocation and community while attending Seminary of the Southwest 2000-2003. Built a new portfolio of experience and community service and connected with the arts with a goal of serving the poor and poor in spirit. Served on Seminary Inclusivity Task Force.

Manager, Alternative Resource Management, Motorola Corporate Global Staffing
November 1998 – August 2000 Austin, Texas

Led a project team composed of members from human resources, supply management, IT, finance and legal from several business units across the U.S. and Canada to design and implement a contingent workforce management program for Motorola's North American operations. Project restructured temporary labor and contractor acquisition practices within 300 facilities. Corporate effort followed success of the program originally designed and implemented within SPS-Austin (now NXP). SPS work became a published Harvard Business School case study.

Manager, Contracts and Compliance, Motorola-SPS (now NXP)
October 1995 – November 1998 (3 years 2 months) Austin, Texas

Developed program and contracts to manage more than 5000 on-site contractors and consultants through more than 300 firms working within SPS facilities in Austin, acting as a bridge between Human Resources and Supply Management and working closely with legal, finance and security on process management and cost containment. Also managed EEO compliance functions for SPS units in Austin, North Carolina and California, including OFCCP audits. Member of the Diversity team.

Interagency Counsel, General Services Commission, State of Texas
January 1994 – October 1995 (1 year 10 months) Austin, Texas

Served as attorney for the former Governor's Energy Office, provided legal review for 32 programs within several state agencies and nonprofits that were funded by the U.S. Department of Energy, working closely with attorneys in the Office of General Counsel for the Governor (Richards and Bush). Lead attorney at GSC for human resources, purchasing, leasing, state and federal surplus property. Back-up attorney for telecommunications, construction and travel.

Attorney, Massachusetts Community Colleges, Board of Regents of Higher Education
July 1982 – May 1993 (10 years 11 months) Greater Boston Area

Began as a work-study law student and ended as Associate General Counsel for the Community Colleges. Handled administration and management, labor relations, contract negotiations, mediation and arbitration of collective bargaining issues, and litigation of labor/employment, education, civil rights, FERPA/FIPA and other privacy matters, contracts, etc., in state and federal district court.

Education

- **TANO/CCBNO/Austin Community College-** Certificate in Nonprofit Leadership and Management, 2009
- **Seton Cove Leadership Pilgrimage-**Soul-centered leadership, 2008
- **Episcopal Diocese of Texas, Formation in Direction (FIND),** Certificate in Spiritual Formation and Direction, 2007
- **Seminary of the Southwest,** M.A. Pastoral Ministry, 2003
- **Suffolk University Law School,** J.D. 1984
- **Virginia Commonwealth University,** B.A., Political Science, 1980

Additional studies in collective bargaining, arbitration and alternative dispute resolution, Victim-Offender Mediation/Dialogue through TDCJ, Workplace Chaplaincy Conference at Yale, Disaster Readiness and Recovery Training, Project Management, Facilitation, Process Mapping.

Honors & Awards

Ethics in Business and Community Award, Recognize Good/Concordia University/Samaritan Center, Foundation for the Homeless was one of three nonprofit finalists for 2015- 2016, 2016-2017.

International Women's Day, Humanitarian Award Finalist, Ten Thousand Villages-Austin, March 2014.

Pat Hazen Award, Trinity Center/St. David's Episcopal Church, April 2013- Award to Foundation for the Homeless for leading the Safe Sleep Shelter for Women Pilot.

"Affordable Housing Hero" Hope Awards, Interfaith Action of Central Texas, May 2012-Honored for Foundation for the Homeless' leadership of the Family Promise-Interfaith Hospitality Network family shelter in Austin since 1993.

Austin Women on Their Toes, Ballet Austin Guild, May 2003-One of 10 women honored for community advocacy and service, nominated by Caritas of Austin.

ANGUS "TREY" NICHOLS, III

Round Rock, Texas 78665
682-553-4664 | AVN32000@yahoo.com

PROFESSIONAL SUMMARY

Director of Operations

Delivered stability and scalability for 3 growing operations through structured governance and quality assurance processes that streamlined and revitalized programs, team structure, and systems in response to increasing demand. Influence change throughout organization. Readily convey technical information to non-technical audiences.

KEY QUALIFICATIONS

Operations Management | Program Development & Management | Advanced Customer Support | Best Practices
Engagement Scope | Delivery Governance | Risk Management | Process controls | Incident Management
Interviewing & Hiring Employees | Staff Development | Training Workshops | Training Material Development
Performance Appraisals | Client Satisfaction Surveys | Conflict Resolution | Purchasing | Supplier Management
Cost Allocation | Expense Reporting | Research | Statistical Analysis

EXPERIENCE

Front Steps, Austin, Texas — October 2014–Present

Director of Operations

Direct, administer, and coordinate operational activities by staff of 80 in support of policies, goals, and objectives established by executive director; set priorities, monitored grant applications, and developed alternative funding sources in collaboration with community organizations, board committees, and fund developers. Hold full P&L responsibility for $3M program budget. Assist with development of $7M agency budget; conduct periodic budget reviews. Summarize program outcomes based on programmatic reviews, agency audits, and data contained in statistical databases. Evaluate employee performance. Chair staff meetings. Address inquiries regarding policies, procedures, and programs. Support HR Director with hiring, training, and terminating employees; assist with processing accidental injury claims.

- Spearheaded development of well-received programs that accelerated achievement of goals and objectives.

Leadership

- Established new role that led to significant improvements in client flow and reduced complacency; marketed position to city for over 1 year to secure funding.
- Saved agency both time and money overseeing administration and troubleshooting of IT department with support of building services manager; managed internal IT and facilitated transfer of complex infrastructure to contracted IT company.
- Revamped work-order program, leading to increased transparency and accountability.

Collaboration

- Defined and executed short and long-term strategies as member of BOD's policy and procedures committee.
- Motivated employees through teambuilding programs, training workshops, and as member of employee engagement committee – holiday parties and events- educator, training OSHA trainings for osha standards
- Eliminated threats to security of both personnel and property in partnership with risk assessment team.

Process Improvements

- Developed quality management processes that drove improved service delivery and client compliance; established metrics to manage and track activity.
- Managed planning and coordination of new locations; expedited transition to new facilities.
- Drove continuous improvement of all operations through process training,

EXPERIENCE (Continued)

Foundation for the Homeless, Austin, Texas October 2011–October 2014

Director of Programs and Operations

Directed housing, transportation and case-managed programs for operation serving 35-40 families each year through volunteer-driven, mobile shelter program. Managed leased facilities used for offices and shelter. Managed qualified supplier base; negotiated favorable terms. Supported grant writing and fundraising opportunities. Tracked client census and client outcomes. Enforced ethical and confidential best practices; investigated program violations by staff and clients; oversaw discipline for staff and clients. Oversaw client financial assistance and compliance with grant standards.

- Conducted internal agency audits; represented agency during external city and state grant audits.
- Innovated new evidence-based and data-driven approach; developed, revised, and implemented policies, in response, in partnership with executive director and business manager.
- Drove attainment of safe and secure housing for 79%-93% of families.
- organized fundraising event
- Managed and cultivated team of well-qualified and motivated volunteers.

Tarrant County Samaritan House, Fort Worth, Texas May 2003–September 2011

Support-Services Manager

Oversaw allocation of grants; verified departments heads met monthly allocation through status reports. Researched requirements set forth by grant manuals; formulated qualitative portions of RFP outlining funds allocation. Facilitated annual performance audits, audit responses, and Annual Performance Reviews (APRs). Represented agency at HMIS meetings.

EDUCATION

Texas Woman's University

Master of Science (MS) in Family Therapy

Bachelor of Science (BS) in Psychology

TECHNICAL SKILLS

Excel, Word, Access, Public Speaking, Budget Management and Development, Program Management, Program Development, Human Resources, Basic IT Related Services, Risk Management and Assessment, OSHA, Conflict Resolution

Lisa Fisher

P.O. Box 143087 • Austin, TX 78714
(512) 305-4102 • lfisher@frontsteps.org

Objective

Highly motivated and ambitious professional with 18+ years of tri-sector experience seeks to secure a C-level position with an organization that can benefit from long-range strategic, analytical thinking, & strong coordination skills in serving various special needs populations.

Brief Summary of Skills

- Servant Leadership
- Strategic Planning
- Change/Transition Management
- Critical Thinking/Analysis
- Sound Decision-Making Skills
- Domain Expertise
- Solution-Oriented
- Talent/Professional Development
- Creation of Policies & Procedures
- Resourceful/Independent
- Agile in High-Stress Environment
- Grant Writing/Contract Management
- Adaptive Leadership Styles
- Detail-Oriented
- Vision + Implementation
- Trauma-Informed Care
- Motivational Interviewing
- Advanced Microsoft Office Knowledge

Work Experience

Front Steps at the Austin Resource Center for the Homeless, 11/05 – present

- **Shelter Services Director (8/18 – present)**
  Lead in the restructuring/recreation of a multi-disciplinary, multi-level department within a high-profile shelter in a large, metropolitan service area. Provide high-level, collaborative direction, coordination, accountability, implementation, and evaluation in contributing to the agency's planning, management, and oversight. Develop and maintain programs, policies, procedures, and processes that address employee issues as well as the provision of services to clients. Ensure compliance with various contracts, funding regulations, as well as employment laws. Negotiate contracted services and/or vendor agreements to ensure that the agency's needs are met. Actively participate in the Continuum of Care (CoC) as well as other stakeholder meetings related to service provision in this sector.
- **Shelter Programs Manager (2/10 – 8/18)**
  Developed, implemented, and coordinated Shelter Case Management, Best Single Source Plus, TDHCA ESG Rapid Re-Housing, Austin Energy Plus One, and other social service programs designed to empower homeless individuals to improve self-sufficiency. Supervised a team of Case Managers, Keep Austin Housed AmeriCorps members, and interns at the facility in the performance of their duties, including the provision of services to clients, expenditure usage, adherence to agency policies and procedures. Hired new employees, trained staff regarding client service delivery, and participated in the professional development of employees by providing guidance and support. Performed program evaluation to identify improvement and/or expansion of services, performed research, and developed strategies and resources to implement these services. Developed policies and procedures in accordance with the agency's mission, strategic objectives, and program philosophy. Ensured program, grant, and contract compliance. Participated in the creation of departmental budget and operate programs within budget limits, as well as writing grant applications. Collected and analyzed data related to client outputs and outcomes for reporting purposes, and ensured compliance with collecting data in ServicePoint/HMIS. Coordinated with co-located and community agency partners to develop effective collaborations and delivery of services to clients.
- **Case Manager (11/05 – 2/10)**
  Provided assessment, information and referral, and assistance to clients experiencing homelessness in accessing resources and services to empower them to become more self-sufficient in the areas of income, self-care, and housing. Facilitated support and/or skills training groups such as a skills training group based on the concepts contained within Dialectical Behavior Therapy. Worked closely with shelter staff in arranging shelter stays for clients. Developed relationships with other homeless service providers to facilitate clients' access to other services. Maintained records on clients, including tracking in the local Homeless Management Information System (HMIS), ServicePoint.

Texas Dept. of Family and Protective Services, 4/04 – 8/05

- **Protective Services Intake Specialist I (4/04 – 8/05)**
  Answered calls placed to the Protective Services Statewide Abuse Hotline for reporting abuse and neglect of children, the elderly, as well as for disabled adults. Assisted with the review of intakes for determination of priority, allegation type, and handling. Answered questions from professionals, clients, and the general public.

Lisa Fisher

P.O. Box 143087 • Austin, TX 78714
(512) 305-4102 • lfisher@frontsteps.org

Superior Healthcare Staffing, Inc., 5/02 – 7/03

- **Staffing Director (5/02 – 7/03)**
  Scheduled medical professionals for shift-work at contract facilities. Recruited, processed, and hired prospective medical professionals while supervising and scheduling current employees. Marketed new contract clients and maintained current clients through telephone and written correspondence, as well as on-site visits. Other duties included creating and editing company-wide documents such as correspondence and marketing brochures, processing payroll for two market areas, as well as developing the company website.

The Brown Schools of Central Texas at the Oaks Treatment Center, 12/97 – 12/01

- **Unit Coordinator (6/00 – 12/01)**
  Supervised a team averaging 20 employees in a residential psychiatric treatment facility providing care to adolescents. Trained staff in dealing with various populations served by the facility. Hired and trained new employees. Scheduled employees and participated in their professional development by providing individual and group supervision and guidance.
- **Facility Administrative Officer (1/00 – 6/00)**
  Provided on-site support and supervision for staff. Completed security and safety inspections of all secured units on the campus. Evaluated and adjusted staffing assignments as facility needs changed. Trained staff regarding patient care and coordinated responses to patient and unit crisis situations.
- **Mental Health Associate (12/97 – 1/00)**
  Supervised patients with moderate to severe behavioral disorders in a variety of programs. Responsible for implementing daily activities for the patients. Performed crisis interventions as needed. Completed documentation to payer and facility standards. Other duties included Activities Coordinator, ROPES facilitator, Certified Medication Administration Technician, Certified RPA instructor, Substitute Teacher, and prn Facility Administrative Officer.

Education

The University of Texas at Austin, Graduated 12/03

- B.A. degree in English, with a minor in Sociology.

TAB 6: Agency Qualifications

- Narrative Description
- Current Board of Directors Bylaws
- Copy of the most recently filed IRS Form 990 or 990 EZ (no older than FY 2016)
- Copy of Complete set of audited financial statements, including the auditor's opinion and any management letters, covering the two most consecutive audit years.
- Approved Board of Director's minutes during the previous fiscal year reflecting the Board has a documented process that:
    1. Reviews program performance
    2. Approves Budgets
    3. Reviews Financial Performance
    4. Approves audit reports

TAB 6: Agency Qualifications

Front Steps has proven financial stability and we submit all of our 990 tax returns annually to the IRS, pay all federal and state payroll taxes, and have no past due taxes due to the City of Austin. We have audits performed annually and have received an unqualified and/or unmodified audit opinion, no statements of ongoing concern uncertainty, and no material weakness or significant deficiencies in financial management and/or internal control in all years except for our 2016 audit.

Front Steps participates in performance monitoring multiple times per year, by Federal, State, and local funders, and remains in good standing managing almost $7 million in expenses and revenues. We take our financial management of all funds very seriously and are in compliance with all financial and reporting requirements. In regards to the issues found in our 2016 Audit, please see the following information:

Material Weakness (2016-003):

This was a transition year, our Director of Accounting of many years retired, we brought on a new person. During this transition, a number of items were needing to be corrected, and thus journal entries. The auditing firm indicated a need for tighter controls on oversight and review of journal entries. Front Steps implemented a policy to address this issue and it was shown to be resolved in the 2017 Audit.

Significant Deficiencies

Journal Entries (2016-001): Journal entries prepared and recorded by the Finance Director without formal approval and review. Front Steps implemented a policy to address this issue and it was shown to be resolved in the 2017 Audit.

Bank Reconciliations (2016-002): Bank reconciliations prepared by the Finance Director are not formally reviewed. Front Steps implemented a policy to address this issue and it was shown to be resolved in the 2017 Audit.

Front Steps is eligible to legally contract with the City of Austin and the U.S. Department of Housing and Urban Development (HUD). Front Steps has the ability to meet all of Austin Public Health's supplemental purchase provisions as detailed in Section 0400 of the RFQS.

Front Steps has an active board of directors that:

- Meets regularly (at least 4 times per year)
- Reviews program performance, financial performance, and annually approves the agency budget
- Has specific terms with beginning and ending dates
- Has a composition size, terms and other functions that are in compliance with the agency's bylaws.

- Receives no material compensation for their services
- Has a strong commitment to fundraising to ensure well – funded and sustainable programs and operations.

Front Steps Board of Directors minutes are organized using discussion points. Each item translates to a presentation from leadership under each section and the person delivering this presentation is identified in the minutes. Budget, financial performance, and audit reports are all delivered by our Finance Director as detailed in the minutes and the minutes are approved by the Board. For program performance we have included a program performance matrix that is discussed and reviewed at every Board meeting.

Attachments:

- Current Board of Directors Bylaws
- Copy of the most recently filed 990 or 990 EZ (No older than FY2016)
- A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years.
- Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
  a) Reviews program performance (per the minutes is reflected in Programs Committee, and is covered by a Performance Measures Matrix)
  b) Approves Budget
  c) Reviews financial performance (per the minutes is reflected in the Finance Committee, and is covered by the Finance report presented by this committee)
  d) Approves Audit reports.

AMENDED BYLAWS OF FRONT STEPS, INC.

These Bylaws govern the affairs of FRONT STEPS, INC., a non-profit corporation.

ARTICLE 1
OFFICES
Principal Office

1.01 The Corporation's initial principal office in Texas will be located at 500 East 7th Street, Austin, Texas 78701. The Corporation may have such other offices, in Texas or elsewhere, as the Board of Directors may determine. The Board may change the location of any office of the Corporation.

Registered Office and Registered Agent

1.02 The Corporation will maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board may change the registered office and the registered agent as permitted in the Texas Non-Profit Corporation Act.

ARTICLE 2
MISSION

Based on the belief that all people deserve the dignity of a safe place to call home. . . Front Steps, Inc. provides people who are experiencing homelessness with a way home.

* Providing excellent case management, support, and shelter services.
* Transitioning people experiencing chronic homelessness to a variety of sustainable housing options.
* Educating the community about the needs of persons experiencing homelessness and innovative approaches to meeting those needs.

ARTICLE 3
BOARD OF DIRECTORS

Powers

3.01 The activities, property, and affairs of the Corporation shall be managed by its Board of Directors, who may exercise all such powers of the Corporation and do all such lawful acts and things as are permitted by statute or by the Articles of Incorporation or by these Bylaws.

Number, Qualifications, and Tenure of Directors

3.02 (a) The Board of Directors shall consist of at least five (5) Directors and no more than fifteen (15) Directors. Directors need not be Texas residents. All appointments to the Board shall be for three year terms. No person shall serve more than three consecutive terms. After serving three consecutive terms, a Board member may be eligible for reconsideration as a Board

member after one year has passed since the conclusion of such Board member's service. The Directors shall serve staggered terms as determined by the Board.

3.02 (b) In addition to the regular members of the Board, representatives of such other organizations or individuals as the Board may deem advisable to elect shall be *Ex-Officio Board Members*, but shall not have voting power, shall not count as one of the regular Board members and shall not be eligible for Board office.

Nominating Directors

3.03 At any meeting at which the election of a Director is held, a Director may nominate a person with the second of any other Director.

Electing Directors

3.04 A person who meets the qualifications for Director and who has been duly nominated may be elected as a Director. Directors will be elected by the vote of the Board. Each Director will hold office until their term expires or they resign. A director may be elected to succeed himself or herself as Director, subject to the term limit set forth in 3.02(a).

Vacancies

3.05 The Board may fill any vacancy in the Board, even if the remaining Board members do not constitute a quorum, by the affirmative vote of a majority of the remaining directors.

Regular Meetings

3.06 The Board's regular meetings shall be held at such time and place as shall be determined by the Board.

Special Meetings

3.07 The Chairperson or any four (4) regular Board members may call a special meeting of the Board on five (5) days' notice to each member of the Board. Notice shall be served to each Board member via phone call or message, hand delivery, US mail, e-mail, or fax. The person or persons authorized to call special meetings of the Board may fix any place, so long as it is reasonable, as the place for holding any special meeting of the Board called by them.

Quorum

3.08 At each meeting of the Board, the presence of a simple majority of Directors then serving shall constitute a quorum for the transaction of business. The act of the majority of the Board members serving on the Board and present at a meeting in which there is a quorum shall be the act of the Board , unless otherwise provided in the Articles of Incorporation or these Bylaws, or the law specifically requires otherwise. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a

quorum shall be present. However, a Board member shall be considered present at any meeting of the Board if during the meeting he or she is in telephone communication with the other Board members participating in the meeting.

Duties of Directors

3.09 Directors will discharge their duties, including any duties as committee members, in good faith, with ordinary care, and in a manner they reasonably believe to be in the Corporation's best interest. In this context, the term "ordinary care" means the care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In discharging any duty imposed or power conferred on Directors, Directors may, in good faith, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that has been prepared or presented by officers and employees of the Corporation, professional advisors or experts such as accountants or legal counsel. A Director is not relying in good faith if he or she has knowledge concerning a matter in question that renders reliance unwarranted.

Duty to Avoid Improper Distributions

3.10 Directors who vote for or assent to improper distributions are jointly and severally liable to the Corporation for the value of improperly distributed assets, to the extent that, as a result of the improper distribution(s), the corporation lacks sufficient assets to pay its debts, obligations, and liabilities. Any distribution made when the Corporation is insolvent, other than in payment of corporate debts, or any distribution that would render the Corporation insolvent, is an improper distribution. A distribution made during liquidation without payment and discharge of or provision for payment and discharge of all known debts, obligations and liabilities is also improper. Directors present at a Board meeting at which the improper action is taken are presumed to have assented, unless they dissent in writing. The written dissent must be filed with the secretary of the Corporation before adjournment of the meeting in question or mailed to the secretary by registered mail immediately after adjournment.

A Director is not liable if, in voting for or assenting to a distribution, the Director (1) relies in good faith and with ordinary care on information, opinion, reports or statements, from officers or employees of the Corporation, legal counsel, public accountants, or other persons as to matters the Director reasonably believes are within the person's professional or expert competence; or a committee of the Board of which the Director is not a member; (2) while acting in good faith and with ordinary care, considers the Corporation's assets to be at least that of their book value; or (3) in determining whether the Corporation made adequate provision for paying, satisfying, or discharging all of its liabilities and obligations, relied in good faith and with ordinary care on financial statements or other information concerning a person who was or became contractually obligated to satisfy or discharge some or all of these liabilities or obligations. Directors held liable for an improper distribution are entitled to contribution from any person who accepted or received the improper distributions knowing they were improper. Contributions is in proportion to the amount received by each such person.

Delegating Duties

3.11 Directors may select advisors and delegate duties and responsibilities to them, such as the full power to buy or otherwise acquire stocks, bonds, securities, and other investments on the Corporation's behalf; and to sell, transfer or otherwise dispose of the Corporation's assets and properties at a time and for a consideration that the advisor deems appropriate. The Directors have no liability for actions taken or omitted by the advisor if the Board acts in good faith and with ordinary care in selecting the advisor. The Board may remove or replace the advisor at any time and without any cause whatsoever.

Interested Directors

3.12 Contracts or transactions between Directors or officers of the Corporation who have a financial interest in the matter are not void or voidable solely for that reason. Nor are they void or voidable solely because the Director or Corporate officer is present at or participates in the meeting that authorizes the contract or transaction, or solely because the interested party's votes are counted for the purpose. However, every Director with any personal interest in the transaction must disclose all material facts concerning the transaction, including all potential benefit and potential conflicts of interest, to the other members of the Board or other group authorizing the transaction. The transaction must be approved by a majority of the uninterested Directors or other group with the authority to authorize the transaction.

Actions of Board of Directors

3.13 The Board will try to act by consensus. However, if a consensus is not available, the vote of a majority of Directors present and voting at a meeting at which a quorum is present shall constitute the act of the Board unless the act of a greater number is required by law or by some other provision of these Bylaws.

Compensation

3.14 Directors may not receive salaries for their services. A Director may, subject to the approval of the Board, receive reimbursement of reasonable and necessary expenses incurred in connection with services rendered as a Director.

Removing Directors

3.15 The Board may vote to remove a director at any time, but only for good cause. Good cause for removal of a Director includes the unexcused failure to attend three (3) consecutive Board meetings. A meeting to consider removing a Director may be called and noticed following the procedures provided in these Bylaws for a special meeting of the Board of Directors of the corporation. The notice of the meeting will state that the issue of possibly removing the Director will be on the agenda and the notice will state the proposed cause for removal.

At the meeting, the Director may present evidence of why he or she should not be removed and may be represented by an attorney at and before the meeting. Also, at the meeting, the

Corporation will consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the Director.

A Director may be removed by the affirmative vote of a majority of the Board not including the Director whose removal is being voted on.

ARTICLE 4
OFFICERS

Officer Positions

4.01 The Officers of the Corporation shall be President, Vice President, Treasurer, and Secretary. Corporate Officers shall be elected by the Board to fulfill the duties of the position. The Board may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. The same person may hold any two or more offices except for president and secretary.

Election and Term of Office

4.02 The Corporation's officers will be elected annually by the Board at the January Board meeting. If officers are not elected at this time, they will be elected as soon thereafter as possible.

Each officer will hold office until a successor is duly selected and qualifies. An officer may be elected to succeed himself or herself in the same office.

Removal

4.03 Any officer elected by the Board may be removed by the Board only with good cause. Removing an officer will be without prejudice to the officer's contractual rights, if any.

Vacancies

4.04 The board may select a person to fill a vacancy in any office for the unexpired portion of the officer's term.

President

4.05 The president is the Corporation's chief executive officer. He or she will supervise and manage all of the Corporation's business and affairs and will preside at all meetings of the Board. The president may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board authorizes to be executed. However, the president may not execute instruments on the Corporation's behalf if this power is expressly delegated to another officer or agent of the Corporation by the Board, these Bylaws, or statute. The president will perform other duties prescribed by the Board and all duties incident to the office of president.

Vice President

4.06 When the president is absent, cannot act, or refuses to act, the vice president will perform the president's duties. When acting in the president's place, the vice president has all the powers of and is subject to all the restrictions on the president. The vice president will perform other duties as assigned by the president or Board.

Treasurer

4.07 The treasurer will:

(h) Serves as the Chairperson of the Finance Committee.
(i) Be responsible for financial oversight, ensuring that appropriate fiscal records are kept and ensuring that all funds are recorded, spent and monitored consistent with funders' requirements, legal requirements, and sound financial management.
(j) Serve as the Board liaison to the Finance Manager employed by Front Steps.
(k) Present a current financial report to the Executive Committee and Board of Directors within 60 days of the previous month end.
(l) Oversee all other duties as outlined in the bylaws of the organization.

The duties of the treasurer may be delegated to properly trained and designated staff acting with the treasurer's oversight.

Secretary

4.08 The Secretary will:

(a) Give all notices as provided in the bylaws or as required by law.
(b) Certify the accuracy of the minutes.
(c) Keep a register of the mailing address of each Director, officer and employee of the Corporation.

4.09 Executive Director (new section added)

The Executive Director of Front Steps, Inc. is appointed by the president of the Board and is responsible for the overall day-to-day management of the organization that includes advancement of the mission, evaluation of the organization and its programs including financial management, staff management, shelter and housing operations and public relations. The Executive Director is a staff position, and is therefore a non-voting position. The Executive Director is not considered a member of the Board of Directors. The Board of Directors evaluates the Executive Director annually. The Executive Director can be removed by majority vote of the Board of Directors.

The authorities and duties delegated to the Executive Director shall include:

1. Carrying out the policies and strategic plan established by the Board of Directors of Front Steps;
2. Ensuring that all programs are in line with agency mission and vision;
3. Preparing an annual budget showing the expected revenues and expenditures; ensuring that Front Steps, Inc. meets all grant and contract requirements;
4. Hiring, employing and discharging employees of Front Steps; developing and

maintaining personnel policies and practices for the same which are consistent with all laws and regulations in the State of Texas;

5. Maintaining the physical property of ARCH in good state of repair;
6. Supervising all business affairs of Front Steps;
7. Submitting regularly to the Board of Directors or by its authorized committees, periodic reports showing the professional service and financial activities of Front Steps;
8. Executing on behalf of Front Steps all applications for licenses, permits and certificates;

Performing such other duties as may be prescribed by the Board of Directors from time to time

ARTICLE 5

COMMITTEES

Committee Chairs

5.01 The president may designate and the Board may appoint committees of the Board as deemed necessary. Each Board committee shall be chaired, or co-chaired, by a Board member or members appointed by the president subject to the approval of the Board. Non-Board members may be appointed to any Board committees at the discretion of the Board.

Standing Committees

5.02 The Board shall maintain the following standing committees: Executive Committee, Finance Committee, Program Committee, Development and Community Relations Committee, Program Services Committee, and Governance Committee.

5.02 (a) The Executive Committee shall be composed of the president, vice president, treasurer, and secretary of the board, plus the past president or other board member, as selected by the board. The Executive Committee shall be responsible for conducting Board affairs in the intervals between meetings, dealing with matters of urgency that may arise between Board meetings, and coordinating the annual performance review of the Executive Director. The Executive Committee shall meet at the discretion of the president. The Executive Committee is the only committee with authority to act. The committee is responsible for informing the board of actions taken by the committee. The Executive Committee will plan board activities, such as committee tasks, strategic planning, and bylaws. The Executive Committee partners with Executive Director to plan business of the Corporation, such as selection, evaluation, goals setting, planning, etc.

5.02 (b) The Finance Committee shall be composed of three or more Board members, one of whom shall be the treasurer. The treasurer will chair the Finance Committee. The Finance Committee will advise the Board on all financial operations of the organization, propose long-range fiscal plans, recommend the selection of an independent financial auditor, and recommend an annual operating budget to the Board.
Steve's recommendation: The Finance Committee is responsible for ensuring that Front Step's financial statements, policies, and procedures are evaluated to determine that adequate fiscal controls are in place and that the Corporation is in good financial health.

5.02 (c) The Program Services Committee shall be composed of two or more Directors, one of which must be an Executive Committee member. The Board may also appoint community representatives to the Program Committee who are not employees of the Corporation or members of the Board. The Program Services Committee shall serve as an advisory committee to the Board. The Program Services Committee facilitates the analysis of new programs for mission connectedness, establishes and monitors (program) benchmarking criteria, and assists with community education.

5.02 (d) The Governance Committee shall be composed of two or more Directors, one of which must be an Executive Committee member. The Governance Committee shall serve as an advisory committee to the Board. The Governance Committee shall be responsible for overseeing Board nominations and officer elections, establishing Board orientation, education, and in-service plan, and conducting an annual Board evaluation.
5.02 (e) The Development and Community Relations Committee shall be composed of two or more Directors, one of which must be an Executive Committee member. The Board may also appoint community representatives to the Development and Community Relations Committee who are not employees of the Corporation or members of the Board. The Development and Community Relations Committee Committee shall serve as an advisory committee to the Board. Development and Community Relations Committee shall be responsible for developing and assisting with an annual community fundraising plan, and assisting with community education.

Special Committees

5.03 The president may appoint with Board approval special committees composed of Board members and/or non-Board members for purposes deemed appropriate by the president (i.e, special fundraising events, etc.). The term of such committees shall not be more than one year.

Term of Office

5.04 Each member of a committee and the Advisory Council shall serve a term of one year, unless the committee is sooner terminated, or unless a committee member is removed from such committee or Advisory Council. This term can be renewed annually by mutual agreement.

Vacancies

5.05 Vacancies in the membership of any committee or Advisory Council may be filled by appointments made in the same manner as provided in the case of the original appointments.

Quorum: Manner of Acting

5.06 The act of the majority of the committee members at a committee meeting at which a quorum is present shall be the act of the committee.

Rules

5.07 Each committee may adopt rules for its own procedures not inconsistent with these Bylaws or with rules adopted by the Board.

ARTICLE 6
TRANSACTIONS OF CORPORATION

Contracts

6.01 The Board may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.

Deposits

6.02 All the Corporation's funds will be deposited to the credit of the Corporation in bank, trust companies, or other depositaries that the Board selects.

Gifts

6.03 The Board may accept, on the Corporation's behalf, any contribution, gift, or bequest for the general purposes or for any special purpose of the Corporation. The Board may make gifts and give charitable contributions not prohibited by these Bylaws, the articles of incorporation, state law, and provisions set out in federal tax law that must be complied with to maintain the Corporation's federal and state tax status.

Potential Conflicts of Interest

6.04 The Corporation may not make any loan to a Director or officer of the Corporation. A Director, officer, or committee member of the Corporation may lend money to and otherwise transact business with the Corporation except as otherwise provided by these Bylaws, the Article of Incorporation, and applicable law. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business with the Corporation. The Corporation may not borrow money from or otherwise transact business with a Director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the Corporation's best interests. The Corporation may not borrow money from or otherwise transact business with a Director, officer, or committee member of the Corporation without full disclosure of all relevant facts and without the Board's approval, not including the vote of any person having a personal interest in the transaction.

Prohibited Acts

6.05 As long as the Corporation exists, and except with the Board's prior approval, no Director, officer, or committee member of the Corporation may:

(a) Do any act in violation of these Bylaws or a binding obligation of the Corporation.
(b) Do any act with the intention of harming the Corporation or any of its operations.
(c) Do any act that would make it impossible or unnecessarily difficult to carry on the Corporation's intended or ordinary business.
(d) Receive an improper personal benefit from the operation of the Corporation.

(e) Use the Corporation's assets, directly or indirectly, for any purpose other than carrying on the Corporation's business.
(f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
(g) Use the Corporation's name (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of its business.
(h) Disclose any of the Corporation's business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

ARTICLE 7
BOOKS AND RECORDS

Required Books and Records

7.01 The Corporation will keep correct and complete books and records of account. The books and records include:

(a) A filed-endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including but not limited to the articles of incorporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.
(b) A copy of all bylaws, including these Bylaws, and any amended versions or amendments to them.
(c) Minutes of the proceedings of the Board, and committees having any of the authority of the Board.
(d) A list of the names and addresses of the directors, officers, and any committee members of the Corporation.
(e) A financial statement showing the Corporation's assets, liabilities, and net worth at the end of the three (3) most recent fiscal years.
(f) A financial statement showing the Corporation's income and expenses for the three (3) most recent fiscal years.
(g) All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.
(h) The Corporation's federal, state, and local tax information or income-tax returns for each of the Corporation's three most recent tax years.

Inspection and Copying

7.02 Any Director, officer, or committee member of the Corporation may inspect and receive copies of all the corporate books and records required to be kept under the bylaws. Such a person may, by written request, inspect or receive copies if he or she has a proper purpose related to his or her interest in the Corporation. He or she may do so through his or her attorney or other duly authorized representative. The inspection may take place at a reasonable time, no later than five (5) working days after the Corporation receives a proper written request. The Board may establish reasonable copying fees, which may cover the cost of materials and labor. The Corporation will provide requested copies of books or records no later than five (5) working days after receiving a proper written request.

ARTICLE 8
FISCAL YEAR

The Corporation's fiscal year will begin on the first day of October and end on the last day in September in each year.

ARTICLE 9
INDEMNIFICATION

When Indemnification is Required, Permitted, and Prohibited

9.01 (a) The Corporation will indemnify a Director, officer, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the Corporation's request as a Director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee-benefit plan, or other enterprise.

9.01 (b) The Corporation will indemnify a person only if he or she acted in good faith and reasonably believed that his or her conduct was in the Corporation's best interests. In case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation will not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit from the Corporation. A person is conclusively considered to have been found in liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.

9.01 (c) The Corporation will pay or reimburse expenses incurred by a Director, officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not named defendant or respondent in the proceeding.

9.01 (d) In addition to the situations described in this paragraph, the Corporation may indemnify a Director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation will not indemnify any person in any situation in which indemnification is prohibited.

9.01 (e) The Corporation may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might eventually be entitled to indemnification, even though there has been no final disposition of the proceeding. Advancement of expenses may occur only when the procedural condition has been satisfied. Furthermore, the Corporation will never advance expenses to a person before final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Corporation or if the person is alleged

to have improperly received a personal benefit or committed other willful or intentional misconduct.

Extent and Nature of Indemnity

9.02 The indemnity permitted under these Bylaws includes indemnity against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Procedures Relating to Indemnification Payments

9.03 (a) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation must specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in subparagraph (c) below. The Corporation may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the proceeding.
(iii) Determination by special legal counsel selected by the Board by the same vote as provided in subparagraphs (i) or (ii) above, or if such a quorum cannot be obtained and such Executive committee cannot be established, by a majority vote of all Directors.

9.03 (b) The Corporation will authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If special legal counsel determines that indemnification is permissible, authorization of indemnification and determination of reasonableness of expenses will be made as specified by subparagraph (a)(iii), above, governing selection of special legal counsel. A provision contained in the articles of incorporation, or a resolution of the Board that requires the indemnification constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

9.03 (c) The Corporation will advance expenses before final disposition of a proceeding only after it determines that the facts then known would not preclude indemnification. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment will be made in the same manner as a determination that indemnification is permissible under subparagraph (a), above. In addition to this determination, the Corporation may advance expenses only after it receives a written affirmation and undertaking from the person to receive the advance. The person's written affirmation will state that he or she has met the standard of conduct necessary for

indemnification under these Bylaws. The written undertaking will provide for repayment of the amounts advanced by the Corporation if it is ultimately determined that the person has not met the requirement for indemnification. The undertaking will be an unlimited general obligation of the person, but it need not be secured and may be accepted without reference to financial ability to repay.

9.03 (d) Any indemnification or advance of expenses will be reported in writing to the Corporation's Directors. The report will be made with or before the notice or waiver of notice of the next Board meeting, or with or before the next submission to Directors for a consent to action without a meeting. In any case, the report will be sent within the twelve (12) month period immediately following the date of the indemnification or advance.

ARTICLE 10
NOTICES

Notice by Mail or Telegram

10.01 Any notice required or permitted by these Bylaws to be given to a Director, officer, committee member, employee, or agent of the Corporation may be given by email, mail, facsimile, or telegram. If mailed, a notice is deemed delivered when deposited in the mail addressed to the person at his or her address as it appears on the corporate records, with postage prepaid. If given by telegram, a notice is deemed delivered when accepted by the telegraph company and addressed to the person at his or her address as it appears on the corporate records. A person may change his or her address in the corporate records by giving written notice of the change to the secretary of the Corporation.

Signed Waiver of Notice

10.02 Whenever any notice is required by law or under the articles of incorporation or these Bylaws, a written waiver signed by the person entitled to receive such notice is considered the equivalent to giving the required notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

Waiving Notice by Attendance

10.03 A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE 11
SPECIAL PROCEDURES CONCERNING MEETINGS

Meeting by Telephone

11.01 The Board of Directors and any committee of the Corporation may hold a meeting by telephone conference call procedures. In all meetings held by telephone, matters must be arranged in such a manner that all persons participating in the meeting can hear each other; the notice of a meeting by telephone conference must state the fact that the meeting will be held

by telephone as well as all other matters required to be included in the notice; and a person's participating in a conference call meeting constitutes his or her presence at the meeting.

Decision Without Meeting

11.02 Any decision required or permitted to be made at a meeting of the Board, or any committee of the Corporation may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed by all the persons entitled to vote on the matter. The original signed consents will be placed in the Corporation minute book and kept with the corporate records.

Furthermore, in accordance with the articles of incorporation, action may be taken without a meeting when there are signed written consents by the number of Directors whose votes would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must be signed and bear the date of signature of the person signing it. A telegram, telex, e-mail, cablegram, or similar transmission by a Director or a photographic, facsimile, or similar reproduction of a signed writing, will be treated as an original signed by the Director.

Consents must be delivered to the Corporation. A consent signed by fewer than all Directors is not effective to take the intended section unless the required number of consents are delivered to the Corporation with sixty (60) days after the date that the earliest dated consent was delivered to the Corporation. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the Corporation's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the relevant proceedings are recorded. If the delivery is made to the Corporation's principal place of business, the consent must be addressed to the president.

The Corporation will give prompt notice of the action taken to persons who do not sign consents. If the action taken requires documents to be filed with the secretary of state, the filed documents will indicate that these written consent procedures were followed to authorize the action and filing.

ARTICLE 12
AMENDING BYLAWS

These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the Board of Directors by a two-thirds vote of the Board. The notice of any meeting at which these Bylaws are altered, amended, or repealed, or at which new bylaws are adopted will include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

ARTICLE 13
MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

13.01 These Bylaws will be construed under Texas law. All reference in these Bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

Legal Construction

13.02 To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. If any bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

Headings

13.03 The headings used in the bylaws are for convenience and may not be considered in construing the bylaws.

Number

13.04 All singular words include the plural, and all plural words include the singular.

Power of Attorney

13.05 A person may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary to be kept with the corporate records.

Parties Bound

13.06 The Bylaws will bind and inure to the benefit of the Directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as the bylaws otherwise provide.

ARTICLE 14
DISSOLUTION AND WINDING UP

Winding Up

14.01 Upon the necessity for the dissolution and/or winding up of the Corporation, the Board shall oversee such process and ensure compliance with all relevant provisions of the Texas Non-Profit Corporation Act and other applicable state and federal statutes.

No Rights of Board Members to Assets

with all relevant provisions of the Texas Non-Profit Corporation Act and other applicable state and federal statutes.

No Rights of Directors to Assets

14.02 Upon dissolution of the Corporation no Director shall have any rights nor receive any assets of the organization. The assets of the Corporation are permanently dedicated to a tax-exempt organization for the purposes set forth in the Articles of Incorporation and these Bylaws. In the event of dissolution of the Corporation, the assets, after payment of any debts, will be distributed to an organization which itself is tax-exempt under provisions of Section 501(c)(3) of the Internal Revenue Code.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Corporation and that these Bylaws constitute the Corporation's Bylaws. These Bylaws were duly adopted at a meeting of the Board of Directors held on the 24th day of October, 2012.

DATE: June 10, 2013

Kelly A Matthews

Secretary of the Corporation

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

► Do not enter social security numbers on this form as it may be made public.
► Information about Form 990 and its instructions is at *www.irs.gov/form990.*

OMB No. 1545-0047

2016

Open to Public Inspection

A For the 2016 calendar year, or tax year beginning Oct 1 , 2016, and ending Sep 30 , 2017

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending

C Name of organization: Front Steps Inc

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): PO Box 684519 | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: Austin TX 78768

D Employer identification number: [redacted]

E Telephone number: (512) 305-4100

G Gross receipts $ 7,138,864.

F Name and address of principal officer: Greg McCormack PO Box 684519 Austin TX 78768

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If 'No,' attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◄ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ► N/A

H(c) Group exemption number ►

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ►

L Year of formation 1997

M State of legal domicile: TX

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: Front Steps is responsible for managing the Austin Resource for the Homeless located in downtown Austin, which serves as a central point of intake and assessment for homeless persons. Front Steps also assists its clients with recuperative medical assistance and traditional housing. It also manages the services of Americorps members providing counseling and mentoring for homeless people.

2 Check this box ► ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	10
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	10
5	Total number of individuals employed in calendar year 2016 (Part V, line 2a)	5	180
6	Total number of volunteers (estimate if necessary)	6	840
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	6,765,310.	7,050,372.
	9	Program service revenue (Part VIII, line 2g)	43,660.	46,895.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	13,614.	
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	26,641.	19,062.
	12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	6,849,225.	7,116,329.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	4,511.	
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	3,279,734.	3,423,831.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		3,890.
	b	Total fundraising expenses (Part IX, column (D), line 25) ► 170,905.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	3,243,657.	3,531,986.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	6,527,902.	6,959,707.
	19	Revenue less expenses. Subtract line 18 from line 12	321,323.	156,622.
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	1,465,164.	1,543,791.
	21	Total liabilities (Part X, line 26)	473,557.	301,902.
	22	Net assets or fund balances. Subtract line 21 from line 20	991,607.	1,241,889.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date 6/29/18

▶ Greg McCormack — Executive Director
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Arturo Montemayor III	Arturo Montemayor III	06/29/18		P01388530

Firm's name ► Montemayor Britton Bender PC

Firm's address ► 2525 Wallingwood Drive, Bldg 1, Ste 200
Austin TX 78746

Firm's EIN ► [redacted]

Phone no. (512) 442-0380

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

BAA For Paperwork Reduction Act Notice, see the separate instructions.

TEEA0101 11/16/16 Form 990 (2016)

107

Part III **Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III . . . . . [X]

1 Briefly describe the organization's mission:

Front Steps is responsible for managing the Austin Resource for the Homeless located in downtown Austin, which serves as a central point of intake and assessment for homeless

See Form 990, Page 2, Part III, Line 1 (continued)

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . [ ] Yes [X] No

If 'Yes,' describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . [ ] Yes [X] No

If 'Yes,' describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4 a (Code: _____) (Expenses $ 3,991,461. including grants of $ 0.) (Revenue $ 0.)

Front Steps administers the Austin Resource Center for the Homeless (Arch) under a contract with the City of Austin. The Arch houses a day resource center with a clinic, and a number of co-located agencies offering employment assistance, mental health help, and other related services to assist the homeless population in Austin. It also operates a night shelter in the building which sleeps up to 190 clients. Its kitchen will feed around 190 hot meals each evening and a continental style breakfast each morning.

4 b (Code: _____) (Expenses $ 562,787. including grants of $ 0.) (Revenue $ 0.)

Front Steps' recuperative care program helps our clients who need a place to recuperate from hospital stays. Rather than releasing them to the street, the hospitals can release them to our program. We provide a nursing home environment where there is care and social workers who can help clients overcome substance abuse issues while healing from medical issues. After nursing home care is complete, we often offer temporary or permanent housing to help keep them off the streets.

4 c (Code: _____) (Expenses $ 658,532. including grants of $ 0.) (Revenue $ 46,895.)

Housing - Front Steps provides transitional and permanent housing to assist our clients from homelessness to safe, affordable housing. We also provide various types of support to clients in the housing program such as money management training, housekeeping skills, and how to live within a community setting.

4 d Other program services (Describe in Schedule O.)

(Expenses $ 579,613. including grants of $ 0.) (Revenue $ 0.)

4 e Total program service expenses ► 5,792,393.

108

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If 'Yes,' complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors* (see instructions)?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If 'Yes,' complete Schedule C, Part I.*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If 'Yes,' complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If 'Yes,' complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If 'Yes,' complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If 'Yes,' complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If 'Yes,' complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If 'Yes,' complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If 'Yes,' complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is 'Yes', then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If 'Yes,' complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments — other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If 'Yes,' complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments — program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If 'Yes,' complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If 'Yes,' complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If 'Yes,' complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If 'Yes,' complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If 'Yes,' complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If 'Yes,' complete Schedule E.*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If 'Yes,' complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If 'Yes,' complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If 'Yes,' complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If 'Yes,' complete Schedule G, Part I* (see instructions)	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If 'Yes,' complete Schedule G, Part II*	18	X	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If 'Yes,' complete Schedule G, Part III.*	19		X

109

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
20a	Did the organization operate one or more hospital facilities? *If 'Yes,' complete Schedule H*	20a		X
b	If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If 'Yes,' complete Schedule I, Parts I and II*	21		X
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If 'Yes,' complete Schedule I, Parts I and III*	22		X
23	Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If 'Yes,' complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No, 'go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If 'Yes,' complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If 'Yes,' complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If 'Yes,' complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If 'Yes,' complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If 'Yes,' complete Schedule L, Part IV*	28a		X
b	A family member of a current or former officer, director, trustee, or key employee? *If 'Yes,' complete Schedule L, Part IV*	28b		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If 'Yes,' complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If 'Yes,' complete Schedule M*	29	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If 'Yes,' complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If 'Yes,' complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If 'Yes,' complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If 'Yes,' complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If 'Yes,' complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If 'Yes,' complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If 'Yes,' complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V . . . . . ☐

			Yes	No
1 a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1 a	111		
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1 b	0		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		1 c	X	
2 a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2 a	180		
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2 b	X	
Note. If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)				
3 a Did the organization have unrelated business gross income of $1,000 or more during the year?		3 a		X
b If 'Yes,' has it filed a Form 990-T for this year? *If 'No' to line 3b, provide an explanation in Schedule O.*		3 b		
4 a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4 a		X
b If 'Yes,' enter the name of the foreign country: ►				
See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5 a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5 a		X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5 b		X
c If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T?		5 c		
6 a Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6 a		X
b If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6 b		
7 **Organizations that may receive deductible contributions under section 170(c).**				
a Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7 a	X	
b If 'Yes,' did the organization notify the donor of the value of the goods or services provided?		7 b	X	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7 c		X
d If 'Yes,' indicate the number of Forms 8282 filed during the year	7 d			
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7 e		X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7 f		X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7 g		
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7 h		
8 **Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9 **Sponsoring organizations maintaining donor advised funds.**				
a Did the sponsoring organization make any taxable distributions under section 4966?		9 a		
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9 b		
10 **Section 501(c)(7) organizations.** Enter:				
a Initiation fees and capital contributions included on Part VIII, line 12	10 a			
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10 b			
11 **Section 501(c)(12) organizations.** Enter:				
a Gross income from members or shareholders	11 a			
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11 b			
12a **Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12 a		
b If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year	12 b			
13 **Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a Is the organization licensed to issue qualified health plans in more than one state?		13 a		
Note. See the instructions for additional information the organization must report on Schedule O.				
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13 b			
c Enter the amount of reserves on hand	13 c			
14a Did the organization receive any payments for indoor tanning services during the tax year?		14 a		X
b If 'Yes,' has it filed a Form 720 to report these payments? *If 'No,' provide an explanation in Schedule O*		14 b		

111

Part VI Governance, Management, and Disclosure *For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI . . . . . [X]

Section A. Governing Body and Management

			Yes	No
1 a Enter the number of voting members of the governing body at the end of the tax year . . . . . If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.	1 a	10		
b Enter the number of voting members included in line 1a, above, who are independent	1 b	10		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3			X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6 Did the organization have members or stockholders?	6			X
7 a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7 a			X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7 b			X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a The governing body?	8 a		X	
b Each committee with authority to act on behalf of the governing body?	8 b		X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If 'Yes,' provide the names and addresses in Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

		Yes	No
10 a Did the organization have local chapters, branches, or affiliates?	10 a		X
b If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10 b		
11 a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11 a	X	
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12 a Did the organization have a written conflict of interest policy? *If 'No,' go to line 13*	12 a	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12 b	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? *If 'Yes,' describe in Schedule O how this was done*	12 c	X	
13 Did the organization have a written whistleblower policy?	13	X	
14 Did the organization have a written document retention and destruction policy?	14	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a The organization's CEO, Executive Director, or top management official	15 a	X	
b Other officers or key employees of the organization	15 b		X
If 'Yes' to line 15a or 15b, describe the process in Schedule O (see instructions).			
16 a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16 a		X
b If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16 b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ►

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[X] Own website [ ] Another's website [X] Upon request [X] Other *(explain in Schedule O)*

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records: ►

Sheila Joseph 500 E 7th Street Austin TX 78701 (512) 305-4114

112

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1 a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(1) Rod Johnson President	4.00	X		X				0.	0.	0.
(2) Scott Ferguson Treasurer	4.00	X		X				0.	0.	0.
(3) Kelly McDonald Director	4.00	X						0.	0.	0.
(4) John McFarland Director	4.00	X						0.	0.	0.
(5) Jim Briggs Director	4.00	X						0.	0.	0.
(6) Tim Aronson Director	4.00	X						0.	0.	0.
(7) Adrianne Wempe Director	4.00	X						0.	0.	0.
(8) Jenny Turney Director	4.00	X						0.	0.	0.
(9) Bonnie McKinstry Director	4.00	X						0.	0.	0.
(10) Mitchell Gibbs Executive Director	40.00			X				73,771.	0.	15,585.
(11)										
(12)										
(13)										
(14)										

113

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1 b Sub-total								73,771.	0.	15,585.
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								73,771.	0.	15,585.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ►

		Yes	No
3 Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If 'Yes,' complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If 'Yes,' complete Schedule J for such individual*	4		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If 'Yes,' complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
Monte Siesta Nursing and Rehabilitation PO Box 201987 Dallas TX 75320-1987	Nursing home services	415,000.

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ► 1

114

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	5,713,400.			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	1,336,972.			
	g Noncash contributions included in lines 1a-1f: $ 688,807.					
	h Total. Add lines 1a-1f ►		7,050,372.			
Program Service Revenue		Business Code				
	2a Rents Collected	531110	46,895.	46,895.	0.	0.
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f ►		46,895.			
Other Revenue	3 Investment income (including dividends, interest and other similar amounts) ►					
	4 Income from investment of tax-exempt bond proceeds ►					
	5 Royalties ►					
		(i) Real / (ii) Personal				
	6a Gross rents					
	b Less: rental expenses					
	c Rental income or (loss)					
	d Net rental income or (loss) ►					
		(i) Securities / (ii) Other				
	7a Gross amount from sales of assets other than inventory					
	b Less: cost or other basis and sales expenses					
	c Gain or (loss)					
	d Net gain or (loss) ►					
	8a Gross income from fundraising events (not including $ ____ of contributions reported on line 1c). See Part IV, line 18	a 40,212.				
	b Less: direct expenses	b 22,535.				
	c Net income or (loss) from fundraising events ►		17,677.		0.	17,677.
	9a Gross income from gaming activities. See Part IV, line 19	a				
	b Less: direct expenses	b				
	c Net income or (loss) from gaming activities ►					
	10a Gross sales of inventory, less returns and allowances	a				
	b Less: cost of goods sold	b				
	c Net income or (loss) from sales of inventory ►					
	Miscellaneous Revenue	Business Code				
	11a Other Revenue	900099	1,385.	0.	0.	1,385.
	b					
	c					
	d All other revenue					
	e Total. Add lines 11a-11d ►		1,385.			
	12 Total revenue. See instructions ►		7,116,329.	46,895.	0.	19,062.

115

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX . . . . . ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	87,690.	70,889.	14,389.	2,412.
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	2,709,745.	2,190,557.	444,656.	74,532.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	403,028.	325,808.	66,135.	11,085.
10 Payroll taxes	223,368.	180,571.	36,653.	6,144.
11 Fees for services (non-employees):				
a Management				
b Legal	5,190.	4,196.	852.	142.
c Accounting	25,976.	20,999.	4,263.	714.
d Lobbying				
e Professional fundraising services. See Part IV, line 17	3,890.			3,890.
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	12,432.	10,050.	2,040.	342.
12 Advertising and promotion	1,270.	1,026.	208.	36.
13 Office expenses	134,758.	108,938.	22,113.	3,707.
14 Information technology				
15 Royalties				
16 Occupancy	453,736.	366,801.	74,455.	12,480.
17 Travel	35,945.	29,058.	5,898.	989.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	15,413.	12,460.	2,529.	424.
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	72,507.	58,615.	11,898.	1,994.
23 Insurance	128,926.	104,224.	21,156.	3,546.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Program Expense	883,665.	883,665.	0.	0.
b Client Expense	995,890.	805,078.	163,420.	27,392.
c In-Kind Goods	688,807.	556,831.	113,030.	18,946.
d Licenses & Permits	46,391.	37,502.	7,613.	1,276.
e All other expenses	31,080.	25,125.	5,101.	854.
25 Total functional expenses. Add lines 1 through 24e	6,959,707.	5,792,393.	996,409.	170,905.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ► ☐ if following SOP 98-2 (ASC 958-720)				

116

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X . . . . . ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash – non-interest-bearing		-78,846.	1	105,687.
	2	Savings and temporary cash investments		267,038.	2	525,014.
	3	Pledges and grants receivable, net		1,009,633.	3	688,444.
	4	Accounts receivable, net			4	
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		48,012.	9	21,173.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 683,718.			
	b	Less: accumulated depreciation	10b 480,245.	219,327.	10c	203,473.
	11	Investments – publicly traded securities			11	
	12	Investments – other securities. See Part IV, line 11			12	
	13	Investments – program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)		1,465,164.	16	1,543,791.
Liabilities	17	Accounts payable and accrued expenses		469,024.	17	298,158.
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties		4,533.	24	3,744.
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D			25	
	26	**Total liabilities.** Add lines 17 through 25		473,557.	26	301,902.
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ► [X] and complete lines 27 through 29, and lines 33 and 34.**				
	27	Unrestricted net assets		887,701.	27	1,185,442.
	28	Temporarily restricted net assets		103,906.	28	56,447.
	29	Permanently restricted net assets			29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ► ☐ and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds			30	
	31	Paid-in or capital surplus, or land, building, or equipment fund			31	
	32	Retained earnings, endowment, accumulated income, or other funds			32	
	33	Total net assets or fund balances		991,607.	33	1,241,889.
	34	Total liabilities and net assets/fund balances		1,465,164.	34	1,543,791.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI . . . . . ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	7,116,329.
2	Total expenses (must equal Part IX, column (A), line 25)	2	6,959,707.
3	Revenue less expenses. Subtract line 2 from line 1	3	156,622.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	991,607.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	93,660.
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	1,241,889.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____			
	If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b	X	
	If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	X	
	If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a	X	
b	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b	X	

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

► Attach to Form 990 or Form 990-EZ.

► Information about Schedule A (Form 990 or 990-EZ) and its instructions is at *www.irs.gov/form990.*

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization: Front Steps Inc

Employer identification number: [redacted]

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 [ ] A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 [ ] A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)

3 [ ] A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 [ ] A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____

5 [ ] An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 [ ] A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 [X] An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 [ ] A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 [ ] An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____

10 [ ] An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 [ ] An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 [ ] An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a [ ] **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b [ ] **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c [ ] **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d [ ] **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e [ ] Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations . . . . . [ ]

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

TEEA0401 09/28/16

Schedule A (Form 990 or 990-EZ) 2016

119

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants.')	3,913,573.	4,558,700.	5,108,471.	6,765,310.	7,050,372.	27,396,426.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	3,913,573.	4,558,700.	5,108,471.	6,765,310.	7,050,372.	27,396,426.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						27,396,426.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
7 Amounts from line 4	3,913,573.	4,558,700.	5,108,471.	6,765,310.	7,050,372.	27,396,426.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	35.	31.	366.	13,614.		14,046.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	29,985.	21,916.	10,514.	14,304.	1,385.	78,104.
11 **Total support.** Add lines 7 through 10						27,488,576.

12 Gross receipts from related activities, etc. (see instructions) . . . . . 12 436,182.

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ► ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2016 (line 6, column (f) divided by line 11, column (f)) . . . . . 14 99.66 %

15 Public support percentage from 2015 Schedule A, Part II, line 14 . . . . . 15 99.52 %

16a **33-1/3% support test—2016.** If the organization did not check the box on line 13, and line 14 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . . . ► ☒

b **33-1/3% support test—2015.** If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . . . ► ☐

17a **10%-facts-and-circumstances test—2016.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and **stop here.** Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization . . . . . ► ☐

b **10%-facts-and-circumstances test—2015.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and **stop here.** Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization . . . . . ► ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . . ► ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants.')						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ► ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2016 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2015 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2016** (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from **2015** Schedule A, Part III, line 17	18	%

19a **33-1/3% support tests—2016.** If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ► ☐

b **33-1/3% support tests—2015.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ► ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ► ☐

121

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If 'No,' describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If 'Yes,' explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If 'Yes,' answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If 'Yes,' describe in Part VI when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If 'Yes,' explain in Part VI what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ('foreign supported organization')? *If 'Yes' and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If 'Yes,' describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If 'Yes,' explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If 'Yes,' answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If 'Yes,' provide detail in Part VI.*	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If 'Yes,' provide detail in Part VI.*	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If 'Yes,' provide detail in Part VI.*	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If 'Yes,' provide detail in Part VI.*	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If 'Yes,' answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

122

Part IV Supporting Organizations *(continued)*

		Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?			
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a		
b A family member of a person described in (a) above?	11b		
c A 35% controlled entity of a person described in (a) or (b) above? *If 'Yes' to a, b, or c, provide detail in Part VI.*	11c		

Section B. Type I Supporting Organizations

		Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If 'No,' describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If 'Yes,' explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

		Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If 'No,' describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

		Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If 'No,' explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If 'Yes,' describe in Part VI the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).*

a ☐ The organization satisfied the Activities Test. *Complete line 2 below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete line 3 below.*

c ☐ The organization supported a governmental entity. *Describe in Part VI how you supported a government entity (see instructions).*

		Yes	No
2 Activities Test. ***Answer (a) and (b) below.***			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If 'Yes,' then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If 'Yes,' explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3 Parent of Supported Organizations. ***Answer (a) and (b) below.***			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in Part VI.*	3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If 'Yes,' describe in Part VI the role played by the organization in this regard.*	3b		

123

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4).	8		

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1 a		
b Average monthly cash balances	1 b		
c Fair market value of other non-exempt-use assets	1 c		
d **Total** (add lines 1a, 1b, and 1c)	1 d		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C – Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D – Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in **Part VI**). See instructions.	
7	**Total annual distributions.** Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions.	
9	Distributable amount for 2016 from Section C, line 6	
10	Line 8 amount divided by Line 9 amount	

Section E – Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2016	(iii) Distributable Amount for 2016
1	Distributable amount for 2016 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2016 (reasonable cause required – explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2016:			
a				
b				
c	From 2013			
d	From 2014			
e	From 2015			
f	**Total** of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2016 distributable amount			
i	Carryover from 2011 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2016 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2016 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2016, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6	Remaining underdistributions for 2016. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7	**Excess distributions carryover to 2017.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a				
b	Excess from 2013			
c	Excess from 2014 . . .			
d	Excess from 2015			
e	Excess from 2016			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Pt II Ln 10 Other Income Part II, Line 10 Description: Reimbursement Income 2012: 0. 2013: 19689. 2014: 8173. 2015: 14304. Description: Misc Income 2012: 29985. 2013: 2227. 2014: 2341. 2016: 1385.

Schedule B
(Form 990, 990-EZ, or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

► Attach to Form 990, Form 990-EZ, or Form 990-PF.
► Information about Schedule B (Form 990, 990-EZ, 990-PF) and its instructions is at *www.irs.gov/form990.*

OMB No. 1545-0047

2016

Name of the organization: Front Steps Inc

Employer identification number: [redacted]

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[ ] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[X] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33-1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) $5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . ► $ _____

Caution. An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer 'No' on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

BAA For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2016)

TEEA0701 08/09/16

Name of organization: Front Steps Inc

Employer identification number: [redacted]

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) Number	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	City of Austin 301 W. 2nd Street Austin TX 78701	$ 405,595.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	U.S. Department of Housing and Urban Development 451 7th Street SW Washington DC 20410	$ 371,785.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	Onestar 9011 Mountain Ridge Drive Austin TX 78750	$ 397,226.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	U.S. Department of Veteran Affairs 810 Vermont Ave NW Washington DC 20420	$ 1,127,461.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	Texas Department of Housing and Community Affairs PO Box 13941 Austin TX 78711	$ 195,978.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	Mary Elizabeth Jane Robertson PO Box 415 Brimley MI 49715	$ 258,066.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

128

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

► Complete if the organization answered 'Yes' on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
► Attach to Form 990.
► Information about Schedule D (Form 990) and its instructions is at *www.irs.gov/form990.*

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization: Front Steps Inc

Employer identification number: [redacted]

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (e.g., recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

		Held at the End of the Tax Year
a Total number of conservation easements	2a	
b Total acreage restricted by conservation easements	2b	
c Number of conservation easements on a certified historic structure included in (a)	2c	
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ►

4 Number of states where property subject to conservation easement is located ►

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ►

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ► $

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

1 a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ► $

(ii) Assets included in Form 990, Part X ► $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ► $

b Assets included in Form 990, Part X ► $

129

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered 'Yes' on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1 a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If 'Yes,' explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1 c	
d Additions during the year	1 d	
e Distributions during the year	1 e	
f Ending balance	1 f	

2 a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered 'Yes' on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1 a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ► _____ %
b Permanent endowment ► _____ %
c Temporarily restricted endowment ► _____ %
The percentages on lines 2a, 2b, and 2c should equal 100%.

3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If 'Yes' on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1 a Land				
b Buildings				
c Leasehold improvements				
d Equipment		683,718.	480,245.	203,473.
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ►				203,473.

Part VII Investments – Other Securities.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
Total. *(Column (b) must equal Form 990, Part X, column (B) line 12.)* ►		

Part VIII Investments – Program Related.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. *(Column (b) must equal Form 990, Part X, column (B) line 13.)* ►		

Part IX Other Assets.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. *(Column (b) must equal Form 990, Part X, column (B) line 15.)* ►	

Part X Other Liabilities.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25

(a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. *(Column (b) must equal Form 990, Part X, column (B) line 25.)* ►	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☐

131

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	7,138,864.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	
3	Subtract line 2e from line 1		3	7,138,864.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b	-22,535.	
c	Add lines 4a and 4b		4c	-22,535.
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*		5	7,116,329.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	6,982,242.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d	22,535.	
e	Add lines 2a through 2d		2e	22,535.
3	Subtract line 2e from line 1		3	6,959,707.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*		5	6,959,707.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Pt XI, Line 4b Special event expenses netted against revenue: $22,535.

Pt XII, Line 2d Special event expenses netted against revenue: $22,535.

SCHEDULE G
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered 'Yes' on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

► Attach to Form 990 or Form 990-EZ.

► Information about Schedule G (Form 990 or 990-EZ) and its instructions is at *www.irs.gov/form990.*

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization: Front Steps Inc

Employer identification number: [redacted]

Part I **Fundraising Activities.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

a ☐ Mail solicitations
b ☐ Internet and email solicitations
c ☐ Phone solicitations
d ☐ In-person solicitations
e ☐ Solicitation of non-government grants
f ☐ Solicitation of government grants
g ☐ Special fundraising events

2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? . . . . . ☐ Yes ☐ No

b If 'Yes,' list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions? Yes	No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in column (i)	(vi) Amount paid to (or retained by) organization
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total . . . . . ►						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

133

Part II **Fundraising Events.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 Luncheon (event type)	(b) Event #2 (event type)	(c) Other events (total number)	(d) Total events (add column (a) through column (c))
REVENUE	1 Gross receipts	39,218.			39,218.
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)	39,218.			39,218.
DIRECT EXPENSES	4 Cash prizes				
	5 Noncash prizes	300.			300.
	6 Rent/facility costs	116.			116.
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	19,569.			19,569.
	10 Direct expense summary. Add lines 4 through 9 in column (d)				19,985.
	11 Net income summary. Subtract line 10 from line 3, column (d)				19,233.

Part III **Gaming.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add column (a) through column (c))
REVENUE	1 Gross revenue				
DIRECT EXPENSES	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	Yes ____ % No	Yes ____ % No	Yes ____ % No	
	7 Direct expense summary. Add lines 2 through 6 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If 'No,' explain: _____

10a Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year? ☐ Yes ☐ No

b If 'Yes,' explain: _____

134

11 Does the organization conduct gaming activities with nonmembers? . . . . . ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? . . . . . ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility	13a	%
b An outside facility	13b	%

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ► _____

Address ► _____

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? . . . . . ☐ Yes ☐ No

b If 'Yes,' enter the amount of gaming revenue received by the organization ► $_____ and the amount of gaming revenue retained by the third party ► $_____.

c If 'Yes,' enter name and address of the third party:

Name ► _____

Address ► _____

16 Gaming manager information:

Name ► _____

Gaming manager compensation ► $_____

Description of services provided ► _____

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? _____ ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ► $

Part IV **Supplemental Information.** Provide the expianations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions

135

SCHEDULE M (Form 990)

Department of the Treasury
Internal Revenue Service

Noncash Contributions

► Complete if the organizations answered 'Yes' on Form 990, Part IV, lines 29 or 30.
► Attach to Form 990.
► Information about Schedule M (Form 990) and its instructions is at *www.irs.gov/form990.*

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization: Front Steps Inc

Employer identification number: [redacted]

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art – Works of art				
2 Art – Historical treasures				
3 Art – Fractional interests				
4 Books and publications				
5 Clothing and household goods	X		413,058.	
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities – Publicly traded				
10 Securities – Closely held stock				
11 Securities – Partnership, LLC, or trust interests				
12 Securities – Miscellaneous				
13 Qualified conservation contribution – Historic structures				
14 Qualified conservation contribution – Other				
15 Real estate – Residential				
16 Real estate – Commercial				
17 Real estate – Other				
18 Collectibles				
19 Food inventory	X	40,343	114,000.	
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ► ( )				
26 Other ► ( )				
27 Other ► ( )				
28 Other ► ( )				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement 29

		Yes	No
30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?	30a		X
b If 'Yes,' describe the arrangement in Part II.			
31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	31	X	
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	32a		X
b If 'Yes,' describe in Part II.			
33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.			

Part II **Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
► Attach to Form 990 or 990-EZ.
► Information about Schedule O (Form 990 or 990-EZ) and its instructions is at *www.irs.gov/form990.*

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization: Front Steps Inc

Employer identification number: [redacted]

Pt VI, Line 11b	The Form 990 will be reviewed by the Executive Director and Finance Director with the preparing CPA prior to filing. A copy will be sent to all board members after review.
Pt VI, Line 12c	The organization monitors on a continual basis to ensure compliance with the policy.
Pt VI, Line 15a	The board determines the salary of the Executive Director utilizing local salary surveys provided by independent organizations such as Mission Capital and Texas Association of Nonprofit Organizations. None of the board members are related to the Executive Director or other officers or key employees.
Pt VI, Line 19	Audited financial statements and Form 990's are made available to the public through the organization's website (www.frontsteps.org). Physical copies of these documents as well as copies of by-laws and board minutes are available upon request. Also, copies of the Form 990, audited financial statements, and board minutes are provided to the City of Austin regularly as part of our contract with them.

Form **8879-EO**

Department of the Treasury
Internal Revenue Service

IRS *e-file* Signature Authorization for an Exempt Organization

For calendar year 2016, or fiscal year beginning Oct 1 , 2016, and ending Sep 30 , 20 2017

► Do not send to the IRS. Keep for your records.

► Information about Form 8879-EO and its instructions is at *www.irs.gov/form8879eo.*

OMB No. 1545-1878

2016

Name of exempt organization: Front Steps Inc

Employer identification number: [redacted]

Name and title of officer: Greg McCormack Executive Director

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a, 2a, 3a, 4a,** or **5a,** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b,** or **5b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than 1 line in Part I.

1 a Form 990 check here ►	[X]	b **Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1 b 7,116,329.
2 a Form 990-EZ check here ►	[ ]	b **Total revenue,** if any (Form 990-EZ, line 9)	2 b
3 a Form 1120-POL check here ►	[ ]	b **Total tax** (Form 1120-POL, line 22)	3 b
4 a Form 990-PF check here ►	[ ]	b **Tax based on investment income** (Form 990-PF, Part VI, line 5)	4 b
5 a Form 8868 check here ►	[ ]	b **Balance Due** (Form 8868, line 3c	5 b

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2016 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

[X] I authorize Montemayor Britton Bender PC (ERO firm name) to enter my PIN [redacted] (Enter five numbers, but do not enter all zeros) as my signature

on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ► Date ► 6/29/18

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN [redacted] (do not enter all zeros)

I certify that the above numeric entry is my PIN, which is my signature on the 2016 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ► Date ► 06/29/2018

ERO Must Retain This Form – See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do So

BAA For Paperwork Reduction Act Notice, see instructions.

Schedule O (Form 990), Supplemental Information to Form 990
Form 990, Page 2, Part III, Line 1 (continued)

Briefly describe the organization's mission:
persons. Front Steps also assists its clients with recuperative medical assistance and traditional housing. It also manages the services of Americorps members providing counseling and mentoring for homeless people.

Schedule O (Form 990), Supplemental Information to Form 990
Form 990, Page 2, Part III, Line 4d (continued)

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

Code:		Description: Americorps - Keep Austin Housed, Front Steps functions as the lead agency for Americorps members to work with a number of local nonprofits who help the homeless in many ways. Some work in women's shelters, religious-backed aid programs, and similar agencies.
Expenses	579,613.	
Grants Of	0.	
Revenue.	0.	

Audited Financial Statements,
With Prior Year Summarized Information

Front Steps, Inc.

For the Year Ended September 30, 2016
With Report of Independent Auditors

Front Steps, Inc.

Audited Financial Statements

For the Year Ended September 30, 2016

Contents

Financial Section

Report of Independent Auditors 1-2
Statement of Financial Position, with Prior Year Summarized Information 3
Statement of Activities, with Prior Year Summarized Information 4
Statement of Cash Flows, with Prior Year Summarized Information 5
Notes to Financial Statements 6-13

Supplemental Information

Schedule of Expenditures of Federal and State Awards 15
Notes to the Schedule of Expenditures of Federal and State Awards 16

Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and *The Uniform Grant Management Standards* 17-18

Report of Independent Auditors on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance and *The State of Texas Single Audit Circular* 19-21

Schedule of Findings and Questioned Costs 22-26
Summary Schedule of Prior Year Findings 27

FINANCIAL SECTION

Reynolds & Franke, PC
CERTIFIED PUBLIC ACCOUNTANTS

Report of Independent Auditors

To the Board of Directors of
Front Steps, Inc.

Report on the Financial Statements
We have audited the accompanying financial statements of Front Steps, Inc. ("Front Steps") (a nonprofit organization), which comprise the statement of financial position as of September 30, 2016, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and *The Uniform Grant Management Standards*, issued by the Governor's Office of Budget and Planning. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to Front Steps' preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Front Steps' internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Front Steps, Inc. as of September 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

6850 Austin Center Blvd., Suite 100 • Austin, TX 78731-3184 • (512) 206-3141 • Fax (512) 206-3116
www.reynoldsfranke.com

Report on Summarized Comparative Information
We have previously audited Front Steps, Inc.'s financial statements for the year ended September 30, 2015, and we expressed an unmodified audit opinion on those audited financial statements in our report dated April 18, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Emphasis of Matter
As discussed in Note 12 and Note 13 in the notes to the financial statements, the financial statements were reissued to correctly report agency contracts revenue and the schedule of expenditures of federal and state awards, respectively, for the year ended September 30, 2016. Our opinion is not modified with respect to the matters discussed in Note 12 or Note 13.

Other Matters
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal and state awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and *The Uniform Grant Management Standards,* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards* and *The Uniform Grant Management Standards*, we have also issued our report dated February 21, 2017, on our consideration of Front Steps, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and *The Uniform Grant Management Standards* in considering Front Steps, Inc.'s internal control over financial reporting and compliance.

Reynolds & Franke, PC

Austin, TX
February 21, 2017, except for Note 12 as to which the date is May 26, 2017, and Note 13 as to which the date is July 31, 2017

Front Steps, Inc.

Statement of Financial Position,
With Prior Year Summarized Information

September 30, 2016

	2016	(Summarized) 2015
Assets		
Current assets:		
Cash and cash equivalents	$ **84,286**	$ 208,210
Restricted cash and cash equivalents	**103,906**	127,246
Total cash and cash equivalents	**188,192**	335,456
Grant and other receivables, net	**1,009,633**	752,191
Prepaid expenses	**48,012**	8,886
Total current assets	**1,245,837**	1,096,533
Fixed assets, net	**219,327**	154,001
Total assets	$ **1,465,164**	$ 1,250,534
Liabilities and Net Assets		
Current liabilities:		
Accounts payable	$ **263,255**	$ 220,258
Accrued liabilities	**205,769**	215,438
Line of credit	**4,533**	4,533
Total current liabilities	**473,557**	440,229
City of Austin advance	-	140,000
Total liabilities	**473,557**	580,229
Net assets:		
Unrestricted	**887,701**	543,059
Temporarily restricted	**103,906**	127,246
Total net assets	**991,607**	670,305
Total liabilities and net assets	$ **1,465,164**	$ 1,250,534

The accompanying notes are an integral part of these financial statements.

Front Steps, Inc.

Statement of Activities, With Prior Year Summarized Information

For the Year Ended September 30, 2016

	Unrestricted	Temporarily Restricted	Total 2016	(Summarized) 2015
Revenue and support				
City of Austin contract	$ 2,262,279	$ -	$ 2,262,279	$ 2,027,016
Government contracts	2,747,138	-	2,747,138	2,064,487
Agency contracts	679,813	-	679,813	433,102
Contributions	198,817	20,000	218,817	154,418
Foundation and corporate contributions	22,715	179,900	202,615	218,508
In-kind food contributions	157,968	-	157,968	89,136
In-kind other contributions	464,240	-	464,240	70,601
Special events, net	49,307	-	49,307	50,774
Other	71,578	-	71,578	103,285
Total revenue and support	6,653,855	199,900	6,853,755	5,211,327
Net assets released from restrictions	223,240	(223,240)	-	-
Total revenue, support, and reclassifications	6,877,095	(23,340)	6,853,755	5,211,327
Expenses				
Personnel and related	3,279,734	-	3,279,734	3,199,547
Food	140,078	-	140,078	129,975
In-kind food expenses	157,968	-	157,968	89,136
Housing assistance	831,869	-	831,869	629,226
Rent and occupancy	400,698	-	400,698	220,473
Recuperative medical assistance	535,723	-	535,723	395,592
Administrative	316,213	-	316,213	292,153
Professional services	39,095	-	39,095	23,120
In-kind expenses – other	464,240	-	464,240	70,601
Other	366,835	-	366,835	153,674
Total expenses	6,532,453	-	6,532,453	5,203,497
Change in net assets	344,642	(23,340)	321,302	7,830
Beginning net assets	543,059	127,246	670,305	662,475
Ending net assets	$ 887,701	$ 103,906	$ 991,607	$ 670,305

The accompanying notes are an integral part of these financial statements.

Front Steps, Inc.

Statement of Cash Flows,
With Prior Year Summarized Information

For the Year Ended September 30, 2016

	2016	(Summarized) 2015
Cash flows from operating activities		
Change in net assets	**$ 321,302**	$ 7,830
Adjustments to reconcile change in net assets to cash flows from operating activities:		
Depreciation expense	**48,787**	43,635
Bad debt expense	**42,282**	67,500
Increase in grant and other receivables	**(299,724)**	(226,862)
Increase in prepaid expenses	**(39,126)**	(2,778)
Increase in accounts payable	**42,997**	3,238
Increase (decrease) in accrued liabilities	**(9,669)**	60,680
Decrease in City of Austin advances	**(140,000)**	-
Net cash used in operating activities	**(33,151)**	(46,757)
Cash flows from investing activities		
Purchases of fixed assets	**(114,113)**	(43,749)
Net cash used in investing activities	**(114,113)**	(43,749)
Cash flows from financing activities		
Advances on line of credit	**-**	4,750
Repayments on line of credit	**-**	(1,267)
Net cash provided by financing activities	**-**	3,483
Net change in cash	**(147,264)**	(87,023)
Cash at beginning of year	**335,456**	422,479
Cash at end of year	**$ 188,192**	$ 335,456
Unrestricted cash and cash equivalents	**$ 84,286**	$ 208,210
Restricted cash and cash equivalents	**103,906**	127,246
Total cash and cash equivalents	**$ 188,192**	$ 335,456

The accompanying notes are an integral part of these financial statements.

Front Steps, Inc.

Notes to Financial Statements

For the Year Ended September 30, 2016

Note 1 – Organization

Front Steps, Inc. ("Front Steps"), formerly known as the Capital Area Homeless Alliance, Inc., is a corporate organization under the Nonprofit Corporation Act of the state of Texas. Front Steps was organized in March 1997 in response to the Community Action Network's Comprehensive Plan for Addressing Homelessness in Austin/Travis County. Front Steps manages the Austin Resource Center for the Homeless (ARCH) located in Austin, Texas, for the City of Austin. Activities are funded by government grants and private contributors. Programs consist of:

ARCH – ARCH serves as a central point of intake and assessment for homeless persons. ARCH is designed to assess client needs, provide information on services, and meet the basic needs of homeless adults, as well as provide a daytime shelter location.

Central Texas Recuperative Care Project (Recuperative Care) – Recuperative Care is a collaboration between Front Steps, Central Health, and the Religious Coalition to Assist the Homeless. The program assists its clients with recuperative medical assistance and transitional housing.

Keep Austin Housed – Keep Austin Housed manages the services of AmeriCorps members who partner with social services agencies to provide case management services, counseling and mentoring for homeless people.

Housing – Front Steps provides a full range of services to clients related to transitional and permanent housing by assisting them in moving from homelessness to safe, affordable long-term housing.

Veterans Administration Housing – The Support Services for Veteran Families (SSVF) Program provides short term, rapid rehousing assistance with intensive case management to very low-income veteran families to obtain stable permanent housing. The SSVF program focuses on intensive case management to help participants increase their ability to sustain permanent housing and reach their greatest potential.

Rapid Rehousing Services – Front Steps eliminates barriers to housing for very low-income individuals through short-term, rapid rehousing assistance coupled with intensive case management. Assistance may be in the form of rental down payment, utility assistance, elimination of debt, and other financial assistance.

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting. Contracts and grants are recorded as revenue when the funds are considered earned, regardless of when cash is received. Cost reimbursement contracts are recorded as revenue when the costs are incurred and contributions are recorded as support when the funds are awarded. Expenses are recorded when incurred, regardless of when cash is disbursed.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The financial statement presentation follows the recommendations of *Not-for-Profit Entities* Topic of the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC 958). In accordance with FASB ASC 958, net assets are categorized into unrestricted, temporarily restricted, and permanently restricted in the financial statements.

Unrestricted net assets are not subject to donor-imposed stipulations. This also includes Board-designated net assets for specific purposes, since these restrictions may be reversed by the Board at any time in the future.

Temporarily restricted net assets exist if the donor states the principal must be used for a specific purpose, or must be used until a specific time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets exist if the donor states the principal must never be used, but must be maintained, as in an endowment. Front Steps did not have any permanently restricted funds for the year ended September 30, 2016.

Note 2 – Summary of Significant Accounting Policies (continued)

Tax-Exempt Status

Front Steps is a publicly supported organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except to the extent of unrelated business income, if any.

The most significant tax positions of Front Steps are its assertion that they are exempt from income taxes and its determination of whether any amounts are subject to unrelated business income tax (UBIT). Management has determined Front Steps had no activities subject to UBIT during the year ended September 30, 2016. All significant tax positions have been considered by management and it has determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities.

Front Steps is required to file the Form 990 (Return of Organization Exempt from Income Tax), which is subject to examination by the Internal Revenue Service (IRS) up to three years from the later of the original due date of the tax return or the date the tax return was filed. The Forms 990 for the years ended September 30, 2015, 2014, and 2013 are open to examination by the IRS as of September 30, 2016.

Reclassifications

Certain 2015 audited amounts have been reclassified in order to conform with the 2016 financial statement presentation.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and money market funds held in brokerage accounts. Cash subject to donor imposed restricted is separately identified in the statement of financial position as restricted.

Grant Revenue and Receivables

Cost reimbursement grant revenue is generally considered earned as services are rendered and allowable expenses are incurred. Unconditional grants are recorded as support when the funds are awarded. Deferred revenue is recognized when cash is received prior to the revenue being earned. Grant receivables are recorded when revenue is earned prior to cash being received. All grant receivables were expected to be collected during the next year and, thus, were recorded at net realizable value. Front Steps has not set up an allowance for uncollectible receivables at September 30, 2016, because management has evaluated all year-end receivables and written off any specifically identified uncollectible receivables.

Note 2 – Summary of Significant Accounting Policies (continued)

Fixed Assets

Fixed assets are stated at cost if purchased or fair market value at the date of receipt if donated. Purchases are capitalized if the estimated useful service life of the asset is more than one year and the cost is at least $2,000. Depreciation is computed using the straight-line method over the estimated useful life (5 years for computers, equipment, and vehicles). Repair and maintenance items are charged to expense as incurred.

City of Austin Advance

During 2005, the City of Austin advanced $140,000 to Front Steps to alleviate cash flow shortages caused by the timing of cost reimbursement grants. The advance from the City of Austin has been retained by Front Steps interest free while they are providing services at ARCH. After further discussions with the City of Austin about any contingencies related to the funding, Front Steps recognized the advance totaling $140,000 during the year ended September 30, 2016.

Contributions

Contributions received are recorded at fair value as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. Temporarily restricted contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon satisfaction of the restriction or expiration of the time restriction. If a restriction is fulfilled in the same period in which the contribution is received, the support is reported as unrestricted.

Functional Allocation of Expenses

Front Steps allocates common costs between program services, general and administrative, and fundraising by estimating the percentage of total labor spent on each category. The estimates are reviewed periodically and the allocations revised, if necessary, to reflect changes in the activities of the organization.

Financial Instruments

Front Steps follows FASB ASC 820, *Fair Value Measurements and Disclosures,* which relates to Front Steps' financial assets and liabilities carried at fair value and Front Steps' fair value disclosures related to financial assets and liabilities. FASB ASC 820 defines fair value, expands related disclosure requirements and specifies a hierarchy of valuation techniques based on the nature of the inputs used to develop the fair value measures. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Note 2 – Summary of Significant Accounting Policies (continued)

Financial Instruments (continued)

There are three levels of inputs to fair value measurements – Level 1, meaning the use of quoted prices for identical instruments in active markets; Level 2, meaning the use of quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active or are directly or indirectly observable; and Level 3, meaning the use of unobservable inputs.

Front Steps' financial instruments consist principally of cash and cash equivalents, grant and other receivables, accounts payable, and accrued liabilities. Front Steps believes all of the financial instruments' recorded values approximate current market values.

Comparative Totals

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with Front Steps' audited financial statements for the year ended September 30, 2015, from which the summarized information was derived.

Note 3 – Concentrations

Financial instruments which potentially subject Front Steps to credit risk principally consist of cash and cash equivalents. To minimize this risk, Front Steps places their temporary cash investments with high credit quality financial institutions insured by the Federal Deposit Insurance Corporation (FDIC). Effective January 1, 2013, deposit insurance coverage by the FDIC changed to $250,000 per bank per entity for all interest bearing and non-interest bearing accounts. As of September 30, 2016, Front Steps had uninsured cash balances totaling $17,063. Front Steps has not experienced any losses in such accounts in the past.

For the year ended September 30, 2016, contract and pass-through grant funding provided by the City of Austin represented 42% of total revenue. In addition, funding from three additional grantors represented 34% of total revenue. Grants receivable from these four funding sources and one agency under contract represented 87% and 16%, respectively, of total receivables at September 30, 2016. In the event these funding sources were reduced or eliminated, it could have a major impact on Front Steps.

Note 4 – Fixed Assets

At September 30, 2016, fixed assets consisted of the following:

Computers and equipment	$ 602,377
Vehicles	24,688
Less: accumulated depreciation	(407,738)
Fixed assets, net	$ 219,327

Total depreciation expense was $48,787 for the year ended September 30, 2016.

As part of Front Steps' management contract with the City of Austin, the City of Austin provides the facilities for the City's ARCH program. Front Steps serves the City of Austin under the contract as manager of the program, and therefore has no facilities of its own.

Note 5 – Line of Credit

Front Steps has a $50,000 unsecured line of credit at a variable rate currently at 6.8% at year end. At September 30, 2016, $4,533 was outstanding under the line of credit.

Note 6 – Temporarily Restricted Net Assets

Front Steps had the following temporarily restricted activity for the year ended September 30, 2016:

	Beginning Balance	Donations Received	Released from Restrictions	Ending Balance
Temporarily Restricted Funds:				
Future operations	$ 122,246	$ 128,900	$ (209,603)	$ 41,543
Basic adult education	5,000	-	(5,000)	-
JCI Hospitality	-	21,000	(8,637)	12,363
SOAR	-	20,000	-	20,000
Transitional houses	-	30,000	-	30,000
Total	$ 127,246	$ 199,900	$ (223,240)	$ 103,906

Note 7 – Contingencies

Front Steps receives substantial funding under cost reimbursement grants. Any of the funding sources may, at their discretion, request reimbursement for expenses or return of funds as a result of noncompliance with the terms of the grant contracts. Management believes requests for reimbursement, if any, would not be significant. Front Steps does not maintain collateral for its receivables and does not believe significant risk existed at September 30, 2016.

Note 8 – Related Party Transactions

For the year ended September 30, 2016, contributions income includes $71,791 contributed by Board members.

Note 9 – Contributed Goods and Services

Front Steps receives services donated by various sources in support of the Clothing Closet, preparation of meals, the front desk, and other programs. For the year ended September 30, 2016, Front Steps estimates the donated service hours to be approximately 10,071 hours, which are valued at $237,273. These services have not been recorded in the financial statements because they did not require specialized skills as required by FASB ASC 958 for recognition within the financial statements. Additionally, Front Steps received contributed goods valued at $622,208 that were recorded as food and other direct client assistance for the year ended September 30, 2016.

Note 10 – Lease Commitments

Front Steps leases office space and office equipment subject to noncancelable lease agreements which expire at various dates through May 2021. Lease payments of $55,069 were expensed in connection with these leases for the year ended September 30, 2016.

As of September 30, 2016, future minimum lease payments are as follows:

For the year ended September 30,		
2017	$	52,964
2018		32,885
2019		18,252
2020		18,252
2021		980
Total	$	123,333

SUPPLEMENTAL INFORMATION

Note 11 – Functional Expenses

Program services:		
ARCH	$ 2,909,632	
Keep Austin Housed	588,493	
Housing	728,816	
Recuperative Care	484,391	
Veterans Administration Housing	1,382,922	
Rapid Rehousing Services	77,255	
Total program services	6,171,509	94%
Fundraising	115,931	2%
General and administrative	245,013	4%
Total expenses	$ 6,532,453	100%

Note 12 – Reissue

The financial statements have been reissued on May 26, 2017 to correctly report agency contracts revenue for the year ended September 30, 2016. The adjustment made within these reissued financial statements decreased both agency contracts revenue and grant and other receivables, net by $106,350

Note 13 – Second Reissue

In addition, the financial statements have been reissued on July 31, 2017 to correctly report the schedule of expenditures of federal and state awards for the year ended September 30, 2016. Front Steps previously reported $10,800 from the grantor Department of Homeland Security; however, it was later determined by management that this grant was from the grantor U.S. Department of Housing and Urban Development. The adjustment made within these reissued financial statements did not affect the statement of financial position, the statement of activities, or the total federal award expenditures reported on the schedule of expenditures of federal and state awards.

Note 14 – Date of Management's Review

These financial statements considered subsequent events through February 21, 2017, the date the financial statements were available to be issued.

Front Steps, Inc.

Schedule of Expenditures of Federal and State Awards

For the Year Ended September 30, 2016

Grantor/ Pass-Through Agency	CFDA Number	Pass-Through Entity Identifying Numbers / Award Number	Federal/State Expenditures
Federal Awards:			
Corporation for National and Community Service			
OneStar Foundation			
AmeriCorps	94.006	15FXHTX0010006	$ 396,622
Department of Veteran Affairs			
VA Supportive Services for Veteran Families (SSVF) Program	64.033	C15-TX-503A	1,075,858
U.S. Department of Housing and Urban Development			
Passed-through City of Austin:			
Emergency Shelter Grants Program	14.231	NG150000006	311,190
Rapid Rehousing Program	14.231	NG150000004	44,499
ESG – Homeless Management Information Systems	14.231	NG160000046	10,800
			366,489
Supportive Housing – First Steps	14.235	TX0034L6J031407	90,939
Supportive Housing – First Steps	14.235	TX0034L6J031508	35,956
HUD II – Home Front	14.235	TX0253B6J031303	16,420
HUD II – Home Front	14.235	TX0034L6J031407	31,388
HUD III – Samaritan	14.235	TX0255L6J031303	200,941
			375,644
Total Federal Awards			$ 2,214,613
State Awards:			
Passed-through City of Austin:			
Texas Department of Housing and Communities Affairs – Housing and Support Services Program	N/A	NG140000050	$ 276,314
Total State Awards			$ 276,314

Front Steps, Inc.

Notes to Schedule of Expenditures of Federal and State Awards

For the Year Ended September 30, 2016

Note 1 – Basis of Presentation

General – The accompanying schedule of expenditures of federal and state awards (the "Schedule") include the federal and state award activity of Front Steps, Inc. ("Front Steps") under programs of the federal government for the year ended September 30, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and *The Uniform Grant Management Standards*. Therefore, some amounts presented in these schedules may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Revenue Recognition

Grant revenues from governmental agencies and other grantors are recognized when compliance with the various grant requirements is achieved. Usually this occurs at the time the expenditures are made and any grant matching requirements are met.

Reynolds & Franke, PC
CERTIFIED PUBLIC ACCOUNTANTS

Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and *The Uniform Grant Management Standards*

To the Board of Directors of
Front Steps, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, and *The Uniform Grant Management Standards,* issued by the Governor's Office of Budget and Planning, the financial statements of Front Steps, Inc. ("Front Steps") (a nonprofit organization), which comprise the statement of financial position as of September 30, 2016, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 21, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Front Steps' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Front Steps' internal control. Accordingly, we do not express an opinion on the effectiveness of Front Steps' internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of Front Steps' financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs to be a material weakness: 2016-003.

6850 Austin Center Blvd., Suite 100 • Austin, TX 78731-3184 • (512) 206-3141 • Fax (512) 206-3116
www.reynoldsfranke.com

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be significant deficiencies: 2016-001 and 2016-002.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Front Steps' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and *The Uniform Grant Management Standards* and which are described in the accompanying schedule of findings and questioned costs as items 2016-004 and 2016-005.

Front Steps' Response to Findings

Front Steps' response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Front Steps' response was not subject to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Front Steps' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* and *The Uniform Grant Management Standards* in considering Front Steps' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Reynolds & Franke, PC

Austin, TX
February 21, 2017

Reynolds & Franke, PC
CERTIFIED PUBLIC ACCOUNTANTS

Report of Independent Auditors on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance and *The State of Texas Single Audit Circular*

To the Board of Directors of
Front Steps, Inc.

Report on Compliance for Each Major Federal and State Program

We have audited Front Steps, Inc.'s ("Front Steps") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* and *The State of Texas Single Audit Circular* that could have a direct and material effect on each of Front Steps' major federal and state programs for the year ended September 30, 2016. Front Steps' major federal and state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal and state programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Front Steps' major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and *The Uniform Grant Management Standards,* issued by the Governor's Office of Budget and Planning. Those standards, the Uniform Guidance, and *The State of Texas Single Audit Circular* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about Front Steps' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal and state program. However, our audit does not provide a legal determination of Front Steps' compliance.

6850 Austin Center Blvd., Suite 100 • Austin, TX 78731-3184 • (512) 206-3141 • Fax (512) 206-3116
www.reynoldsfranke.com

Opinion on Each Major Federal and State Program

In our opinion, Front Steps complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2016.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and *The State of Texas Single Audit Circular* and which are described in the accompanying schedule of findings and questioned costs as items 2016-005 and 2016-006. Our opinion on each major federal and state program is not modified with respect to these matters.

Front Steps' response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Front Steps' response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of Front Steps are responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Front Steps' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with the Uniform Guidance and *The State of Texas Single Audit Circular*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Front Steps' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal or state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and *The State of Texas Single Audit Circular*. Accordingly, this report is not suitable for any other purpose.

Reynolds & Franke, PC

Austin, TX
February 21, 2017

Front Steps, Inc.

Schedule of Findings and Questioned Costs

For the Year Ended September 30, 2016

I. Summary of Auditors' Results

Audited Financial Statements

Type of auditors' report issued:			Unmodified	
Internal control over financial reporting:				
Material weakness(es) identified?	X	Yes		No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	X	Yes		No
Noncompliance material to financial statements noted?		Yes	X	No

Federal and State Awards

Internal control over major programs:				
Material weakness(es) identified?		Yes	X	None Reported
Significant deficiency(ies) identified that are not considered to be material weakness(es)?		Yes	X	None Reported
Type of auditors' report issued on compliance for major programs:			Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) or *The State of Texas Single Audit Circular*?	X	Yes		No

Identification of major programs:

CFDA No.	Federal/ State	Name of Federal/ State Program
64.033	Federal	VA, Supportive Services for Veteran Families Program

Dollar threshold used to distinguish between type A and type B programs: $ 750,000

Auditee qualified as low-risk? X Yes _____ No

Front Steps, Inc.

Schedule of Findings and Questioned Costs (continued)

For the Year Ended September 30, 2016

II. Findings – Financial Statement Audit

2016-001 Journal Entries:

Condition: Journal entries are prepared and recorded by the Finance Director without formal approval or review.

Criteria: Internal controls should be in place to provide reasonable assurance that journal entries are formally approved and reviewed.

Cause: There are no procedures in place to formally approve or review journal entries.

Effect: Because of the failure to approve and review journal entries, journal entries may be created that are improper or unauthorized within the financial statements without the approval or knowledge of management.

Recommendation: The adoption of a policy whereby all journal entries that meet a minimum threshold will be approved by a designated member of the Board of Directors or management. All entries should be initialed by the preparer and the individual approving them in order to attribute responsibility to the appropriate individuals. All journal entries should be accompanied by a full explanation and referenced to adequate supporting data or information.

Management Response: Front Steps will implement a policy whereby all journal entries that meet a minimum of $10,000 threshold will be approved by a designated member of the Board of Directors or management. All entries will be initialed/dated by the preparer and and the individual approving them in order to attribute responsibility to the appropriate individuals. All journal entries will be accompanied by a full explanation and referenced to supporting data or information.

2016-002 Bank Reconciliations:

Condition: Bank reconciliations prepared by the Finance Director are not formally reviewed.

Criteria: Internal controls should be in place to provide reasonable assurance that bank reconciliations are formally reviewed.

Cause: There are no procedures in place to formally review bank reconciliations.

Effect: Because of the failure to review bank reconciliations, unauthorized or improper bank transactions could occur without the knowledge of management.

Recommendation: The adoption of a policy whereby all bank reconciliations are reviewed and approved by a designated member of management or a designated member of the Board of Directors. Bank reconciliations should be initialed by the preparer and the individual reviewing them.

Management Response: Front Steps will implement a policy wherby all bank reconciliations are reviewed and approved by a designated member of management or a designated member of the Board of Directors. Bank reconciliations will be initialed/dated by the preparer and the individual reviewing them.

II. Findings – Financial Statement Audit (continued)

2016-003 Improve Monthly Closing Procedures & Material Audit Adjustments:

Condition: During the course of the audit, we had to recommend 43 adjusting journal entries, of which 17 were material adjustments, to Front Steps' accounting records in order for the financial statements to be materially correct in accordance with accounting principles generally accepted in the United States of America. After these adjustments were made to the preliminary trial balance as of September 30, 2016, the financial statements were adjusted by the following: (1) total assets decreased by approximately $369,000; (2) total liabilities decreased by approximately $245,000; (3) total revenues increased by approximately $527,000; (4) total expenses increased by approximately $655,000; and (5) the total change in net assets decreased by approximately $128,000.

Criteria: The current Statement on Auditing Standards No. 115 issued by the American Institute of Certified Public Accountants (AICPA) requires Front Steps to design adequate internal control procedures to initiate, authorize, record, and process transactions and journal entries into the general ledger. The independent auditors cannot be considered part of Front Steps' internal control.

Cause: There are no procedures in place to provide reasonable assurance that the financial statements are materially stated in accordance with accounting principles generally accepted in the United States of America.

Effect: Because of the failure to have procedures in place to provide reasonable assurance on internal control over the financial statements, the independent auditors had to recommend more than forty adjusting journal entries, of which 17 were material adjustments, to Front Steps' accounting records.

Recommendation: Front Steps should design and implement adequate internal control procedures to record and process material transactions into the general ledger. We believe that a review and evaluation of transactions and proper monthly closing procedures would expedite the year-end closing and allow for a more efficient and timely audit process.

Management Response: Front Steps will design and implement adequate internal control procedures to record and process material transactions into the general ledger. We believe that a review and evaluation of transactions and proper monthly closing procedures will expediate the monthly and year-end closings and allow for a more efficient and timely audit process.

III. Findings and Questioned Costs – Major Federal or State Award Programs Audit

2016-004 DEPARTMENT OF VETERAN AFFAIRS	Questioned Costs
Supportive Services for Veteran Families Program – CFDA No. 64.033	
Condition and Criteria: General Housing Stability Assistance (GHSA) expenditures were paid to a vendor, on behalf of a veteran, in excess of that allowable by the program which were not approved by the Supportive Services for Veteran Families (SSVF) Program.	
Effect: The excess expenditures are questioned costs.	
Cause: This occurred because the program initially thought some of the expenditures that were provided to support the veteran would fall into the general Temporary Financial Assistance (TFA) category, which has no dollar amount limits. Upon further inspection, it was determined that the cost would only qualify in the GHSA category, thus, putting the support for this veteran over the $1,500 limit.	
Context: A sample of 60 expenditures totaling $162,586 was selected for audit from a population of 3,339 expenditures totaling $1,075,858. The test found one expenditure that was not in compliance with questioned costs totaling $1,028. Our sample was a statistically valid sample.	$ 1,028
Auditors' Recommendation: We recommend the program put into place clearer guidelines for the direct staff and Program Manager to determine eligible costs and categorizing the funds before expending them.	
Views of Responsible Officials and Planned Corrective Actions: The recommended procedures have been established.	

2016-005 DEPARTMENT OF VETERAN AFFAIRS

Supportive Services for Veteran Families Program – CFDA No. 64.033

Condition and Criteria: Three expenditures paid to vendors, on behalf of veterans, were expenditures related to fiscal year 2015 services performed and should have been reported in the fiscal year 2015 expenditure reimbursement reports.

Effect: The three expenditures are findings.

Cause: These expenditures were recorded and reported in fiscal year 2016 due to receiving these invoices later from the vendors. In addition, these expenditures also took place during the transition of Front Steps' long-term Director of Finance who retired to a new Director of Finance.

Front Steps, Inc.

Schedule of Findings and Questioned Costs (continued)

For the Year Ended September 30, 2016

III. Findings and Questioned Costs – Major Federal or State Award Programs Audit

2016-005 DEPARTMENT OF VETERAN AFFAIRS (continued)	Questioned Costs
Supportive Services for Veteran Families Program – CFDA No. 64.033 (continued)	
Context: A sample of 60 expenditures totaling $162,586 was selected for audit from a population of 3,339 expenditures totaling $1,075,858. The test found three expenditures which should have been reported in fiscal year 2015 which resulted in findings totaling $6,294, $4,616, and $4,196 (totaling $15,106) . Our sample was a statistically valid sample.	$ 15,106

Auditors' Recommendation: We recommend the program put into place clearer guidelines for reporting expenditures in the correct fiscal year.

Views of Responsible Officials and Planned Corrective Actions: Front Steps will implement new and clearer guidelines for programs to submit expenditures within 30 days of time incurred.

Front Steps, Inc.

Summary Schedule of Prior Year Findings

For the Year Ended September 30, 2016

I. Prior Year Findings – Financial Statements Audit

None

II. Prior Year Findings – Major Federal or State Award Programs Audit

None

FRONT STEPS

"Everyone deserves a safe place to call Home."

Corrective Action Plan

For the Year Ended September 30, 2016

II. Findings – Financial Statement Audit

Finding: 2016-001 Journal Entries:

Name of Contact Person: Sheila Joseph

Corrective Action: Front Steps will implement a policy whereby all journal entries that meet a minimum of $10,000 threshold will be approved by a designated member of the Board of Directors or management. All entries will be initialed/dated by the preparer and the individual approving them in order to attribute responsibility to the appropriate individuals. All journal entries will be accompanied by a full explanation and referenced to supporting data or information.

Proposed Completion Date: Procedures went into effect 3/1/17, we retroactively performed the corrective procedures back to 10/1/16.

Finding: 2016-002 Bank Reconciliations:

Name of Contact Person: Sheila Joseph

Corrective Action: Front Steps will implement a policy wherby all bank reconciliations are reviewed and approved by a designated member of management or a designated member of the Board of Directors. Bank reconciliations will be initialed/dated by the preparer and the individual reviewing them.

Proposed Completion Date: Procedures went into effect 3/1/17, we retroactively performed the corrective procedures back to 10/1/16.

Finding: 2016-003 Improve Monthly Closing Procedures & Material Audit Adjustments:

Name of Contact Person: Sheila Joseph

Corrective Action: Front Steps will design and implement adequate internal control procedures to record and process material transactions into the general ledger. We believe that a review and evaluation of transactions and proper monthly closing procedures will expedite the monthly and year-end closings and allow for a more efficient and timely audit process.

Proposed Completion Date: Procedures went into effect 3/1/17, we retroactively performed the corrective procedures back to 10/1/16.

500 East 7th Street Mail: P.O. Box 684519 Austin, Texas 78768 512.305.4100 fax 512.482.0071 www.frontsteps.org

III. Findings and Questioned Costs – Major Federal or State Award Programs Audit

Finding: 2016-004 DEPARTMENT OF VETERAN AFFAIRS

Name of Contact Person: Greg McCormick

Corrective Action: The recommended procedures have been established.

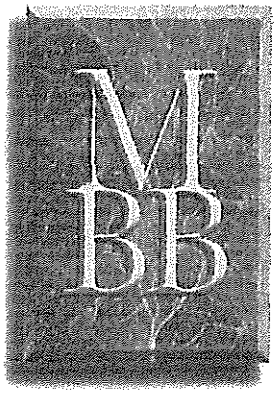
Proposed Completion Date: Procedures went into effect 3/1/17, we retroactively performed the corrective procedures back to 10/1/16.

Finding: 2016-005 DEPARTMENT OF VETERAN AFFAIRS

Name of Contact Person: Greg McCormick

Corrective Action: Front Steps will implement new and clearer guidelines for programs to submit expenditures within 30 days of time incurred.

Proposed Completion Date: Procedures went into effect 3/1/17, we retroactively performed the corrective procedures back to 10/1/16.



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

FRONT STEPS, INC.

INDEPENDENT AUDITOR'S REPORTS
WITH
FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION

30 SEPTEMBER 2017

Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and Management
Front Steps, Inc.

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of Front Steps, Inc. (Front Steps), a nonprofit organization, which comprise the statement of financial position as of 30 September 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

2525 WALLINGWOOD DRIVE
BUILDING 1, SUITE 200
AUSTIN, TEXAS 78746
PHONE: 512.442.0380
FAX: 512.442.0817
www.montemayor.team

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Front Steps as of 30 September 2017 and changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The accompanying schedule of expenditures of federal awards (page 16), as required by Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated DATE, on our consideration of Front Steps' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Front Steps' internal control over financial reporting and compliance.

Montemayor Britton Bender PC

9 June 2018
Austin, Texas

FRONT STEPS, INC.

STATEMENT OF FINANCIAL POSITION

30 SEPTEMBER 2017

ASSETS

Current assets	
Cash and equivalents	$630,701
Prepaid expenses	21,173
Contribution and other receivables	79,857
Federal awards receivable	116,646
City and agency contracts receivable	491,941
	1,340,318
Fixed assets	203,473
	$1,543,791

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable	$241,853
Accrued liabilities	60,049
	301,902
Net assets	
Unrestricted	1,185,442
Temporarily restricted	56,447
	1,241,889
	$1,543,791

The accompanying notes are an integral part of this financial statement presentation.

FRONT STEPS, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED 30 SEPTEMBER 2017

	Unrestricted	Temporarily Restricted	Total
REVENUE			
City and agency contracts	$3,121,324	$0	$3,121,324
Federal awards	2,302,067	0	2,302,067
Contributions	1,352,184	25,000	1,377,184
State awards	290,009	0	290,009
Other	48,280	0	48,280
Net assets released from restrictions	72,459	(72,459)	0
	7,186,323	(47,459)	7,138,864
EXPENSES			
Personnel and related	3,423,831	0	3,423,831
Program rent and deposit assistance	818,274	0	818,274
Donated food and supplies	688,807	0	688,807
Nursing home fees	387,991	0	387,991
Contracted case managers	245,102	0	245,102
Security	236,195	0	236,195
Food	146,415	0	146,415
Insurance	128,925	0	128,925
Repairs	93,227	0	93,227
Depreciation	72,507	0	72,507
Travel and meetings	66,237	0	66,237
Rent and parking	58,355	0	58,355
Discretionary housing assistance	48,075	0	48,075
License and permits	46,390	0	46,390
Professional services	42,792	0	42,792
Cleaning supplies	35,309	0	35,309
Telephone	33,218	0	33,218
Beds	31,880	0	31,880
Move-in supplies	31,603	0	31,603
Bus passes	21,182	0	21,182
Other	325,927	0	325,927
	6,982,242	0	6,982,242
CHANGE IN NET ASSETS	204,081	(47,459)	156,622
BEGINNING NET ASSETS	981,361	103,906	1,085,267
ENDING NET ASSETS	$1,185,442	$56,447	$1,241,889

The accompanying notes are an integral part of this financial statement presentation.

177

FRONT STEPS, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED 30 SEPTEMBER 2017

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$156,622
Depreciation expense	72,507
Change in receivables	414,849
Change in prepaid expenses	26,839
Change in accounts payable	(21,402)
Change in accrued liabilities	(145,720)
	503,695
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of fixed assets	(56,653)
CASH FLOWS FROM FINANCING ACTIVITIES	
Repayments on line of credit	(4,533)
NET CHANGE IN CASH AND EQUIVALENTS	442,509
BEGINNING CASH AND EQUIVALENTS	188,192
ENDING CASH AND EQUIVALENTS	$630,701

The accompanying notes are an integral part of this financial statement presentation.

NOTE 1: ORGANIZATION

Front Steps, Inc. (Front Steps), formerly known as the Capital Area Homeless Alliance, Inc., is a corporate organization under the Nonprofit Corporation Act of the state of Texas. Front Steps was organized in March 1997 in response to the Community Action Network's Comprehensive Plan for Addressing Homelessness in Austin/Travis County. Front Steps manages the Austin Resource Center for the Homeless (ARCH) located in Austin, Texas, for the City of Austin. Activities are funded by government grants and private contributors. Programs consist of:

ARCH - ARCH serves as a central point of intake and assessment for homeless persons. ARCH is designed to assess client needs, provide information on services, and meet the basic needs of homeless adults, as well as provide a daytime shelter location.

Central Texas Recuperative Care Project (Recuperative Care) - Recuperative Care is a collaboration between Front Steps, St. David's Community Health Foundation and the St. David's and Seton hospital systems. The program assists its clients with recuperative medical assistance and transitional housing.

Keep Austin Housed - Keep Austin Housed manages the services of AmeriCorps members who partner with social services agencies to provide case management services, counseling and mentoring for homeless people.

Housing - Front Steps provides a full range of services to clients related to transitional and permanent housing by assisting them in moving from homelessness to safe, affordable long term housing.

Veterans Administration Housing - The support Services for Veteran Families (SSVF) Program provides short term, rapid rehousing assistance with intensive case management to very low- income veteran families to obtain stable permanent housing. The SSVF program focuses on intensive case management to help participants increases their ability to sustain permanent housing and reach their greatest potential.

Rapid Rehousing Services - Front Steps eliminates barriers to housing for very low-income individuals through short-term, rapid rehousing assistance coupled with intensive case management. Assistance may be in the form of rental down payment, utility assistance, elimination of debt, and other financial assistance.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

FINANCIAL STATEMENT PRESENTATION

Front Steps is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted and permanently restricted. Front Steps has not received any permanently restricted net assets.

Unrestricted Net Assets
Unrestricted net assets result from city and agency contracts, government awards, unrestricted contributions, investment income, less expenses incurred in operations, to raise contributions, and for administrative functions.

Temporarily Restricted Net Assets
Support that is restricted by the donor is recorded as an increase in temporarily restricted net assets. When a restriction is satisfied, temporarily restricted net assets are reclassified to unrestricted net assets.

BASIS OF ACCOUNTING

Front Steps uses the accrual basis of accounting. Contracts and grants are recorded as revenue when the funds are considered earned, regardless of when cash is received. Cost reimbursement contracts are recorded as revenue when the costs are incurred and contributions are recorded as support when the funds are awarded. Expenses are recorded when incurred regardless of when cash is disbursed.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include all monies in banks and money market funds held in brokerage accounts. The carrying value of cash equivalents approximates fair value because of the highly liquid nature of those financial instruments.

CONTRIBUTIONS

Contributions received are recorded at fair value as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. Temporarily restricted contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon satisfaction of the restriction or expiration of the time restriction.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

FEDERAL AND STATE AWARDS AND RECEIVABLES

Cost reimbursement grant revenue is generally considered earned as services are rendered and allowable expenses are incurred. Unconditional grants are recorded as support when the funds are awarded. Deferred revenue is recognized when cash is received prior to the revenue being earned. Grants receivable are recorded when revenue is earned prior to cash being received. Front Steps expects all grants receivable to be fully collected; therefore, an allowance of doubtful accounts has not been recorded.

FEDERAL INCOME TAXES

Front Steps is a publicly supported organization exempt form federal income taxes under IRS Code Section 501(c)(3). Therefore, no provision has been made for federal income taxes in the accompanying financial statements. Front Steps' policy is to record interest and penalties related to income taxes as interest and other expense, respectively.

At 30 September 2017 no interest and penalties have been or are required to be accrued. Front Steps, generally, is no longer subject to income tax examinations by federal authorities for years prior to 30 September 2015.

FUNCTIONAL EXPENSE ALLOCATION

Front Steps allocates common costs between program services, general and administration, and fundraising by estimating the percentage of total labor spent on each category. The estimates are reviewed periodically and the allocations revised, if necessary, to reflect changes in the activities of the organization.

FIXED ASSETS

Fixed assets are stated at cost if purchased or fair market value at the date of receipt if donated. Purchases are capitalized if the estimated useful service life of the asset is more the one year and the cost is at least $2,000. Depreciation is computed using the straight-line method over the estimated useful life (5 years for furniture, fixtures and equipment).

ESTIMATES

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

SUBSEQUENT EVENTS

The management of Front Steps has evaluated subsequent events as of the date of the Independent Auditor's report, the date the financial statements were available to be issued.

NOTE 3: CONTRIBUTED GOODS AND SERVICES

Front Steps receives services donated by various sources in support of the Clothing Closet, preparation of meals, the front desk, and other programs. Front Steps estimates the donated service hours to be approximately 8,791 hours, which are valued at $210,656. These services have not been recorded in the financial statements because they did not require specialized skills. Additionally, Front Steps received contributed food and supplies valued at $688,807 that were recorded as contribution revenue and as donated food and supplies expense.

NOTE 4: FIXED ASSETS

Furniture, fixtures and equipment	$659,000
Vehicles	24,718
Accumulated depreciation	(480,245)
	$203,473

As part of Front Steps' management contract with the City of Austin, the City of Austin provides the facilities for the City's ARCH program. Front Steps serves the City of Austin under the contract as manager of the program, and therefore has no facilities of its own.

NOTE 5: GRANT CONTINGENCY

Front Steps receives substantial funding under cost reimbursement grants. Any of the funding sources may, at their discretion, request reimbursement for expenses or return of funds as a result of noncompliance with the terms of the grant contracts. Management believes requests for reimbursement, if any, would not be significant. Front Steps does not maintain collateral for its receivables and does not believe significant risk existed at 30 September 2017.

NOTE 6: CONCENTRATIONS

For the year ended 30 September 2017, funding provided by the City of Austin represented 39% of total revenue. Funding from 2 additional sources represented another 16% and 12% of total revenue. Receivable from these 3 funding sources represented 85% of total receivables.

NOTE 7: TEMPORARILY RESTRICTED NET ASSETS

Transitional Housing	$24,773
Veteran assistance	22,326
Client progress tracking	9,348
	$56,447

NOTE 8: FUNCTIONAL EXPENSES

Program:	
ARCH	$2,798,775
Veterans Administration Housing	1,197,240
Housing	591,655
Keep Austin Housed	584,168
Recuperative Care	567,341
Rapid Rehousing Services	71,431
	5,810,610
Fundraising	171,526
Administration	1,000,107
	$6,982,243

83% of funds

2%

NOTE 9: OPERATING LEASES

Front Steps leases office space under an operating lease which will expire in February 2021. Total office rent expense for the year ended 30 September 2017 amounted to approximately $35,000. Total minimum future office lease payments are:

2018	$36,256
2019	37,638
2020	38,614
2021	16,258
	$128,766

NOTE 10: PRIOR PERIOD ADJUSTMENT

Awards and contracts receivables in the statement of net position were understated by $93,660 as of 30 September 2016 which resulted in net assets begin understated by $93,660. A prior period adjustment has been posted to restate beginning net assets. A prior period adjustment has been recorded to correct the beginning unrestricted net assets. The effects of this adjustment on the change in net assets is an increase of $93,660 for the year ended 30 September 2016.

Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and Management
Front Steps, Inc.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Front Steps, Inc. (Front Steps) which comprise the statement of financial position as of 30 September 2017, and the related statements of activities, and cash flows for the year then ended, and the notes to the financial statements, and have issued our report thereon dated 9 June 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Front Steps' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Front Steps' internal control. Accordingly, we do not express an opinion on the effectiveness of Front Steps's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

2525 WALLINGWOOD DRIVE
BUILDING 1, SUITE 200
AUSTIN, TEXAS 78746
PHONE: 512.442.0580
FAX: 512.442.0817
www.montemayor.team

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Front Steps' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Montemayor Britton Bender PC

9 June 2018
Austin, Texas

Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and Management
Front Steps, Inc.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Report on Compliance for Each Major Federal Program

We have audited Front Steps, Inc.'s (Front Steps) compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of Front Steps' major federal programs for the year ended 30 September 2017. Front Steps' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Front Steps' major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Front Steps' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Front Steps' compliance.

2525 WALLINGWOOD DRIVE
BUILDING 1, SUITE 200
AUSTIN, TEXAS 78746
PHONE: 512.442.0380
FAX: 512.442.0817
www.montemayor.team

Opinion on Each Major Federal Program

In our opinion, Front Steps complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended 30 September 2017.

Report on Internal Control Over Compliance

Management of Front Steps is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Front Steps' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Front Steps' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of the testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Montemayor Britton Bender PC

9 June 2018
Austin, Texas

FRONT STEPS, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED 30 SEPTEMBER 2017

Federal Grantor/ Pass-through Grantor/ Program Title	Federal CFDA Number	Award Number	Expenditures
Federal Awards:			
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE			
One Star Foundation:			
Americorps	94.006	12FXHTX0010006	$397,226
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Passed-through City of Austin:			
Emergency Solutions Grant Program	14.231	NG150000006	313,922
Rapid Rehousing Program	14.231	NG1600000011	21,780
Rapid Rehousing Program	14.231	NG1600000010	46,809
Homeless Management Information Systems	14.231	NG1700000009	23,084
			405,595
Supportive Housing	14.235	TX0034L6J031508	120,258
Supportive Housing	14.235	TX0034L6J031609	44,452
HUD III-Samaritan	14.235	TX0255L6J031505	168,268
HUD III-Samaritan	14.235	TX0255L6J031404	38,807
			371,785
DEPARTMENT OF VETERANS AFFAIRS			
VA Supportive Services for Veteran Families (SSVF) Program	64.033	C15-TX-503A	1,127,461
			$2,302,067

NOTE 1: This schedule is prepared on the same basis as the financial statements. Refer to the notes to the financial statements on pages 6-11 for applicable accounting policies.

NOTE 2: Front Steps did not elect to use the 10% de minimis indirect cost rate.

See independent auditor's report.

FRONT STEPS, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED 30 SEPTEMBER 2017

SUMMARY OF AUDITOR'S RESULTS

A. FINANCIAL STATEMENTS

1. Type of auditor's report issued:	Unmodified
2. Internal control over financial reporting:	
a. Material weakness(es) identified?	No
b. Significant deficiency(ies) identified that are not considered to be material weakness(es)?	None Noted
c. Noncompliance material to financial statements noted?	No

B. FEDERAL AWARDS

1. Internal control over major programs:	
a. Material weakness(es) identified?	No
b. Significant deficiency(ies) identified that are not considered to be material weakness(es)?	None Noted
c. Type of auditor's report issued on compliance for major programs:	Unmodified
d. Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516(a)?	No

2. Major programs:

CFDA#64.033 VA Supportive Services for Veteran Families Program

3. Dollar threshold used to distinguish between type A and Type B programs:	$750,000
4. Auditee qualified as low-risk auditee?	No

C. FINANCIAL STATEMENT FINDINGS

1. Current year - none

2. Prior year - see attached

D. FEDERAL FINDINGS AND QUESTIONED COSTS None Noted

See independent auditor's report.

ATTACHMENT

FRONT STEPS, INC.

SCHEDULE OF PRIOR AUDIT FINDINGS

30 SEPTEMBER 2017

FINANCIAL STATEMENT FINDINGS

2016-001 Journal Entries
Status: Corrected.

2016-002 Bank Reconciliations
Status: Corrected.

2016-003 Improve Monthly Closing Procedures and Material Audit Adjustments
Status: Corrected.

FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

2016-004 Vendor payments in excess of that allowable by program
Status: Corrected.

2016-005 Expenses relating to 2015 reported as 2016 expenses
Status: Corrected.

Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and Management
Front Steps, Inc.

COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

We have audited the financial statements of Front Steps, Inc. (Front Steps) for the year ended 30 September 2017, and have issued our report thereon dated 9 June 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, and *Government Auditing Standards,* issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated 9 October 2017. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards and Uniform Guidance
As stated in our engagement letter, our responsibility, as described by professional standards, is to express an opinion about whether the consolidated financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles, Government Auditing Standards and Uniform Guidance. Our audit of the consolidated financial statements does not relieve you or management of your responsibilities.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the consolidated financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Accounting Policies
Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Front Steps are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2017.

2525 WALLINGWOOD DRIVE
BUILDING 1, SUITE 200
AUSTIN, TEXAS 78746
PHONE: 512.442.0380
FAX: 512.442.0817
www.montemayor.team

We noted no transactions entered into by the organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

1. Management's estimate of the useful lives of fixed assets is based on general knowledge of the assets involved and customary lives used by other organizations for similar assets. We evaluated the key factors and assumptions used to develop the estimated useful lives of fixed assets (and related accumulated depreciation) in determining that they are reasonable in relation to the financial statements taken as a whole.
2. Management's estimate of the functional allocation of expenses is based on estimates of time spent by staff on various functional activities. We evaluated the key factors and assumptions used to develop the allocation of functional expenses in determining that they are reasonable in relation to the financial statements taken as a whole.

3. Management's estimate of the value of donated food and supplies is based on the fair market value at the time of donation. We evaluated the key factors and assumptions used to develop the value of the donated food and supplies in determining that it is reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated 9 June 2018.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Front Steps' financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Directors and management of Front Steps and is not intended to be, and should not be, used by anyone other than these specified parties.

Montemayor Britton Bender PC

9 June 2018
Austin, Texas

FRONT STEPS, INC.

UNCORRECTED MISSTATEMENTS

30 SEPTEMBER 2017

Line of credit	$3,744	
Interest & bank charges		$3,744
Accrued liabilities	$13,824	
Payroll expense		$13,824
Accounts payable	$28,506	
Other expense		$28,506
Cash	$37,545	
Accounts payable		$37,545

Sheila Joseph

From: ERD FAC <govs.fac.ides@census.gov>
Sent: Friday, June 29, 2018 12:34 PM
To: Sheila Joseph
Subject: Single Audit Submission Accepted - FRONT STEPS, INC. (2017), Report ID: 767343

FAC ACCEPTED DATE: 6/28/2018

AUDITEE NAME: FRONT STEPS, INC.
REPORT ID: 767343
FISCAL YEAR END DATE: 9/30/2017

The Single Audit submission for the above referenced organization has been accepted by the Federal Audit Clearinghouse (FAC). No further action is needed.

Your FAC Accepted Date is: 6/28/2018. Please retain this e-mail for your records.

Sincerely,
Federal Audit Clearinghouse
https://harvester.census.gov/facides
govs.fac.ides@census.gov

FRONT STEPS

"Front Steps provides a pathway home for our neighbors experiencing homelessness by offering emergency shelter, affordable housing, recuperative medical care, and supportive services, and by promoting community awareness."

Front Steps Board of Directors' Meeting
October 25, 2017

7:00 AM Call to Order
7:05 AM Regular Session: Review and Approve September Board Meeting Minutes
7:10 AM **Executive Session: Discuss Executive Director and HR Positions; Strategic Planning**
8:00 AM Regular Session
Brief Reports
Finance Committee Report – review and approve finance report
Governance – Nomination of Kelly McDonald as Vice President
Development – Golf tournament results
Programs – Cloudbreak update
8:15 AM Leadership Staff Discussion and Board Listening Session
8:30 AM Adjourn

Board of Directors Meeting Minutes
September 27, 2017

Members present: Rod Johnson, Jim Briggs, Jenny Turney, Kelly McDonald, PROXY: Tim Aronson and Sam Kumar
Members absent: Tim Aronson, Adrian Marks, Eric Sterling
Members present via phone: Scott Ferguson and John McFarland
Staff present: Mitchell Gibbs, Kay Klotz, Sheila Joseph, Greg McCormack, Trey Nichols, Stephanie Lane
Guests: Sabelyn Arden

12:11 Call to Order - BOD recognizes resignation letters from Sam Kumar effective 9/28/17 and from Eric Sterling effective 9/25/17
12:12 Approval of Minutes from prior board meeting – Kelly motions, Jenny seconds.
Motion passes - amendment of Scott being listed twice and to take Will out
12:07 Acceptance of Board Reports Rod motions, Kelly seconds
Highlights: Finished 30 day piolet. We will continue some components, still working with the COA Innovation Team for future plans.

- Mitchell's Reflections: We were not given a clear goal at the beginning to it is hard to measure the outcomes
- Food did not seem to be what attracts clients here to this area
- Caritas will continue their community meal, Salvation Army will not
- We created a budget to start feeding every client checked into ENS

High turnover with staff: various reasons, not all bad. Kay working on a new Grant Writer

FRONT STEPS

12:22 Review & Accept 17/18 Budget (Sheila)

- City contract, not much change - HHSP will have a small increase
- Greg was granted an extension for VA
- KAH - approval, still need more members for this year - continued recruitment
- HUD and Housing - small increase due to COLA
- RCP - given notice by Monte Siesta to vacate clients as they are closing contract. Going through discussions with potential new location, may cost more
- Development - removed 3 events to increase in other areas
- Open discussion about BOD membership fees
- Adjustments in Administrative departments
- Revenue from Mrs. Robinsons gift not reflected in Finance Reports
- Kumar will fund CM position another year
- Discussion on why personnel costs are 50% of annual budget
- New auditors: solicited 5, reviewed 3, chose Monte Mayor
    - Rod motions, Jim seconds

12:50 Review & Accept Finance Report & Budget Recap

- Inv cont up $219k
- Board Donations down
- Corporate contract up
- Report #1: off by $20k - will end up balancing out
- COA $390 as of now, should zero out
- over in rent collected from clients
- Special Events - new Bid Pal costs
- Summer Even - Purse Event $7k
- Texas Mutual Dividend received
- Monte Siesta paid back $20k, going back to Central Health
- Surplus $50k at end of month
- HHSP - completed this grant

1:02 Committee Report

LEP and Protected Information policy change: Jim motion, Jenny seconds

12:35 Program Committee Update (Greg)

- Conversations with Cloudbreak to join or Program Committee
    - CB looked at 1 property in South Austin
    - Researching the groundwork within the city for this project

1:16 Development Update (Kay Klotz)

- Purse Power: great reviews!
    - Every purse was sold
    - Repeat event every 2 years
    - $24k made, $10k in profit
- Golf Event coming up
- Oct 26th - Tori Birch purse store - 10% of sales donated

FRONT STEPS

- Dec 2nd - ELF movie fundraising event
- Board of Realtors - Winter fundraised for PSH

1:29 Governance Report (John McFarland)

- 2.5 resignations: Sam, Eric, Tim
- Sam available as a resource
- Consider changing terms, would need to change bylaws
- Talk about meeting every other month
- Advisory Board/FOFS: continue to work on

1:41 Meeting Adjourned

Executive Director (Mitchell Gibbs) September Overview

- Community Conversations:
  - Downtown Pilot
  - MAP and Homeless Health
  - HOST
  - I-Team / ARCH Planning
  - Technology @ ARCH
  - BSS+ collaborative agency changes
  - ECHO Membership Council submission of HUD application
  - 9 City Council resolutions on homelessness – Asst Cty Mgr Sara Hensley leading
- Fundraising / Contracts
  - ESG contract increase
  - ESG Lifeworks partnership
  - SSVF Monitoring
  - Nursing Home change
  - Purse Power
  - Golf
  - End of year reporting and contract closeouts
  - Contract renewals
- Personnel / Training
  - Mental Health First Aid – All
  - Texas Homeless Network conference
  - Healthcare open enrollment and initiation
  - Filled 3 Operations / Lost 2 Operations staff
  - Ryan Burke – SSVF Mgr leaving
  - 28 AmeriCorps hired and started

Front Steps Monthly Success Measures

Board Meeting Month: **Oct 2017**

Reporting Period: October 2016-Sept 2017

**Client numbers are all unduplicated, unless otherwise indicated.*

		YTD	YTD Goal	2018 Goal	2017 Actual
PROGRAMS					
ARCH Shelter	Unduplicated Clients Day Resource	**3205**	2750	5500	5599
	Unduplicated Clients Emergency Night Shelter	**1167**	1000	2000	2176
	New Clients	**618**			1843
Shelter Case Management	Unduplicated Clients in Case Management	**260**	220	240	264
	Number of Clients Exiting	**176**	176	192	202
	Number of Clients Exiting into S&S Housing	**95**	79	86	126
	% of Clients Exiting into S&S Housing	**54%**	45%	45%	62%
Permanent Supportive Housing	Number of Clients in PSH	**54**	N/A		59
	Number of Clients Exited	**0**	N/A		3
	Exits to Permanent Housing	**0**	N/A	0	2
Keep Austin Housed- AmeriCorps	Number of Clients who Obtained Housing	**N/A**	19	210	238
	Number of Clients who Obtained Employment	**N/A**	10	111	104
Recuperative Care	Number of Clients Admitted to Nursing Home	**64**	41	45	35
	Number of Clients Discharged	**70**	41	45	33
	Number of Clients Discharged into S&S Housing	**22**	23	25	19
	Number of Billable Days	2869	1833	2000	1550
Rapid Re-Housing	Numbers of Clients Receiving Case Management	**38**	32	35	36
	Number of Clients Receiving Financial Assistance	**0**	0	0	
	Number of Clients Entered in to S&S Housing	**31**	18	20	
	HHSP Funds Expended	**$21,780**	21,780	21,780	
Streets of Hope	Total Monthly Client Participation	**N/A**		600	829
	Percent of Graduates	**N/A**		25%	15%
	Clients Reporting Reduction of Use	**N/A**		50%	65%
SSVF-3 Year Goals	Number of SSVF Clients	**445**	496	510	101
	Number of Clients Discharged	**283**	496	510	37
	Number of Clients Discharged into S&S Housing	**249**	496	510	41
Total Exits Into Safe & Stable Housing	Number of Clients- Includes SCM, PSH, RRH, RCP, and SSVF	**397**		**341**	
DEVELOPMENT & COMMUNICATION					
Development	Amount of funds raised	**$557,475**	$0		*$173,721*
	Number of new donors	**1,802**	0		*403*
	Amount of GIK raised	**$688,807**	$0		*$274,237*
Communication	Number of new contacts	**2,894**	0		*947*
	Number of speaking engagements	**50**	0		*48*
Volunteers	Volunteer hours provided	**8775**	0		*8,362*
	Number of new volunteers	**1,050**	0		*223*

Board of Directors Meeting Minutes

December 6th, 2017

Members Present: Rod Johnson, John McFarland, Scott Ferguson, Jenny Turney, Tim Aronson and Kelly McDonald

Members Absent: Jim Briggs, Adrian Marks

Staff present: Sheila Joseph, Greg McCormack, Kay Klotz, Sharon Lowe, Trey Nichols

8:01 Call to Order

Approval of amended minutes from prior board meeting. John motions, Scott seconds

Motion Passes

Review and Accept Finance Report (Sheila)

- $250K in account at end of FY
- $60K left to spend down end of October
- Some extensions are still out so after all is said and done amount will be lower.
- ESG or Rapid Rehousing has not been executed. The City grant ended September 30th which allowed FS to extend thru December. New grant started October 1.
- ARCH, ARCH extension and PSH executed.
- Cash balance due to underspending throughout. Mostly underspending on personnel.
- Greg said we have to make sure to have a plan to spend those dollars.
- Rod said city is ok with same salary for the new ED but wants to see things expensed. Overall goal is to get the salary up.
- Sharon said they are looking at bonuses.
- If entry level position were higher we might get better candidates.
- Cash was closely aligned with Budget due to Ms. Robison's donation. $250k for this fiscal year.
- Scott pointed out that the city hourly wage is higher than FS.
- Trey mentioned floor staff wages specifically.

202
~~230~~

- Signature cards in on Ameritrade

Motion was made by John McFarland to accept the finance report; Jenny seconds.

Human Resources Update (Sharon)

- Holiday Schedule mentioned
- Looking at giving everyone the holiday.
- Weekend shifts only get 9 of the 12 paid holidays everyone else gets.
- 40 hrs. = 10 holidays
- Need a plan for Christmas 2017. Weekend staff was told they'd get it whether it be a Fri./Mon. or a Mon/Tues. BOD fine with what leadership team decides.

Governance Report (John McFarland)

- Slate of Officers. Rod - President, Kelly – V.P. , Scott – Treasurer, Jenny – Secretary.
  John moved to accept the slate of officers and Tim seconded.
- John and Kay met with Duane Banks, a potential board member who works at Facebook. He approached Kay. He is already involved with FS. He is in finance at Facebook and was homeless for a time and his Uncle is homeless. He operated nonprofits before and managed clinics. He is married with a family and wants to establish a long-term relationship with FS and Facebook. Very focused on family. Will bring him in on our January BOD meeting.
- Jenny's candidate is Bonnie who is an Interfaith Minister and Hospice Chaplain. She has been volunteering at FS and approached Jenny at Purse Power about her interest in serving on the Board. Will be meeting with John and Rod for breakfast.

Development Update (Kay Klotz)

- Went to Elf movie. Bill Mange rented the theater. 126 seats filled. He spent $10k and we got $500. He was not pleased with how it turned out. Too many people gave their tickets away and donations suffered.

- Grant Writer: Ryan Clinton is ready to go. Doing PSH. Has experience in government grant writing.
- Jenny's Holiday on the Trail – spoke to lots of people. There was a raffle and $600 was raised for FS.
- Board of Realtors appliance drive. Will go to PSH. Exposure to 13,000 Realtors.
- Senator Watson- Keep Warm Campaign. Website links to our giving page. We will get blankets from this.

Program Committee Update (Greg)

- No call last Friday.
- Jim and Sabelyn still involved.
- Discussion with new owners of Palms. It was sold to TMG.
- Also selling Crosscreek – found a buyer, lots of code violations; we have one client and Integral Care has lots of clients there.
- New groups are honoring all vouchers.
- Cloudbreak here last month. Looked at S. Austin marketplace.

Additional Discussion

- Sharon wanted to make sure we knew that 239 hours of Mitchell's leave will be paid out of Mitchell's separation agreement.
- Lee asked for his separation clause as well. Hours that were left over will be paid out (120 hour).

Meeting Adjourned

Executive Session Called

Front Steps Monthly Success Measures

Board Meeting Month: **Dec 2017**

Reporting Period: October 2017- Sept 2018

**Client numbers are all unduplicated, unless otherwise indicated.*

		YTD	YTD Goal	2018 Goal	2017 Actual
PROGRAMS					
ARCH Shelter	Unduplicated Clients Day Resource	**3205**	2750	5500	5599
	Unduplicated Clients Emergency Night Shelter	**1167**	1000	2000	2176
	New Clients	**618**			1843
Shelter Case Management	Unduplicated Clients in Case Management	**119**	80	240	264
	Number of Clients Exiting	**42**	64	192	202
	Number of Clients Exiting into S&S Housing	**21**	29	86	126
	% of Clients Exiting into S&S Housing	**50%**	45%	45%	62%
Permanent Supportive Housing	Number of Clients in PSH	**55**	56	56	59
	Number of Clients Exited	**0**	N/A	N/A	3
	Exits to Permanent Housing	**0**	N/A	0	2
Keep Austin Housed- AmeriCorps	Number of Clients who Obtained Housing	**32**	70	210	238
	Number of Clients who Obtained Employment	**18**	37	111	104
Recuperative Care	Number of Clients Admitted to Nursing Home	**8**	15	45	35
	Number of Clients Discharged	**3**	15	45	33
	Number of Clients Discharged into S&S Housing	**1**	8	25	19
	Number of Billable Days	234	667	2000	1550
Rapid Re-Housing	Numbers of Clients Receiving Case Management	**9**	12	35	36
	Number of Clients Receiving Financial Assistance	**0**	12	35	
	Number of Clients Entered in to S&S Housing	**2**	7	20	
	HHSP Funds Expended	**$0**	14,500	21,780	
Streets of Hope	Total Monthly Client Participation	**Starting up**		600	829
	Percent of Graduates	**N/A**	0	25%	15%
	Clients Reporting Reduction of Use	**50%**	0	50%	65%
SSVF	Number of SSVF Clients	**87**	128	170	101
	Number of Clients Discharged	**17**	128	170	37
	Number of Clients Discharged into S&S Housing	**9**	128	170	41
Total Exits Into Safe & Stable Housing	Number of Clients- Includes SCM, PSH, RRH, RCP, and SSVF	**65**		**341**	
DEVELOPMENT & COMMUNICATION					
Development	Amount of funds raised	**$433,261**	$0		*$173,721*
	Number of new donors	**419**	0		*403*
	Amount of GIK raised	**$143,050**	$0		*$274,237*
Communication	Number of new contacts	**877**	0		*947*
	Number of speaking engagements	**15**	0		*48*
Volunteers	Volunteer hours provided	**3873**	0		*8,362*
	Number of new volunteers	**383**	0		*223*

Board of Directors Meeting Minutes
January 24th, 2018

Members present: Rod Johnson, John McFarland, Jim Briggs, Jenny Turney, Kelly McDonald, Adrian Marks, Scott Ferguson

Members absent:

Staff present: Kay Klotz, Sheila Joseph, Greg McCormack, Trey Nichols, Sharon Lowe

Guests: Bonnie McKinstry, Duane Banks

8:07 a.m. Meeting called to order: Rod recognizes guests Bonnie and Duane and has them introduce themselves.

12:12 Approval of Minutes from prior board meeting – John motions, Jim seconds.

Motion passes

Review & Accept 17/18 Budget (Sheila)

- Cash down a little. Ms. Robertson's donation makes up for it.
- $700k in revenue.
- Contracts have taken a while and we are waiting on ESG. We took a hit in RCD.
- Costs are up since we switched to Heritage. Greg met with Heritage and Central Health to work out kinks.
- Compared to 2017 cash was down because of personnel; VA contract still spending down.
- New VA starts in March. It is a 3-year contract.
- City contract spent down.
- Audit is delayed to weather and illness

John motions to accept Finance Report and Jim seconds. Motion passes.

Review & Accept H.R. (Sharon)

- 4 new hires and 4 exits each month. Total gains 51 and total losses 48. 50% turnover
- Rod mentioned that board will engage in strategic planning – wages lower than what city pay. Plan to get advice from leadership and staff.
- We have more of a problem with retention than recruiting, especially in Shelter Ops. We pay $11/hour.
- Greg added that we have hired 3 recent interns and that is going well.

Review & Accept Development (Kay)

- Hired a new Grant Writer named Jenny. She is very experienced
- Holiday appeal best we've ever had. $50k as opposed to $40k in past year

Programs (Greg)

- HUD grants renewed. Data score puts us in a lower category; scores have increased and it is ideal to be in tier 1.
- SSVF grant we got in a renewal

- Trey and his team did a great job during the cold weather days.
- Forums: some staff have attend the city gatherings. An additional "Red River" district is being added. There have been misconceptions at forums. Rod mentioned a broader plan to get more info out to the community.
- Feb. 6th forum for Front Steps Staff and Board is at 2:30 p.m.
- Annual homeless count is this upcoming Friday and Saturday. HUD requirement and ECHO is coordinating.

Governance (John)

- Bonnie and Duane introduced again.
- Set calendar for a retreat.
- Discussed Board being more visible.

Meeting adjourned at 9:03 a.m. to go into Executive Session

Front Steps Monthly Success Measures

Board Meeting Month: **Jan 2018**

Reporting Period: October 2017 - Sept 2018

**Client numbers are all unduplicated, unless otherwise indicated.*

		YTD	YTD Goal	2018 Goal	2017 Actual
PROGRAMS					
ARCH Shelter	Unduplicated Clients Day Resource	**7482**	2750	5500	5599
	Unduplicated Clients Emergency Night Shelter	**1754**	1000	2000	2176
	New Clients	**718**			1843
Shelter Case Management	Unduplicated Clients in Case Management	**260**	220	240	264
	Number of Clients Exiting	**176**	176	192	202
	Number of Clients Exiting into S&S Housing	**95**	79	86	126
	% of Clients Exiting into S&S Housing	**54%**	45%	45%	62%
Permanent Supportive Housing	Number of Clients in PSH	**54**	N/A		59
	Number of Clients Exited	**0**	N/A		3
	Exits to Permanent Housing	**0**	N/A	0	2
Keep Austin Housed- AmeriCorps	Number of Clients who Obtained Housing	**N/A**	19	210	238
	Number of Clients who Obtained Employment	**N/A**	10	111	104
Recuperative Care	Number of Clients Admitted to Nursing Home	**64**	41	45	35
	Number of Clients Discharged	**70**	41	45	33
	Number of Clients Discharged into S&S Housing	**22**	23	25	19
	Number of Billable Days	2869	1833	2000	1550
Rapid Re-Housing	Numbers of Clients Receiving Case Management	**38**	32	35	36
	Number of Clients Receiving Financial Assistance	**0**	0	0	
	Number of Clients Entered in to S&S Housing	**31**	18	20	
	HHSP Funds Expended	**$21,780**	21,780	21,780	
Streets of Hope	Total Monthly Client Participation	**N/A**		600	829
	Percent of Graduates	**N/A**		25%	15%
	Clients Reporting Reduction of Use	**N/A**		50%	65%
SSVF-3 Year Goals	Number of SSVF Clients	**445**	496	510	101
	Number of Clients Discharged	**283**	496	510	37
	Number of Clients Discharged into S&S Housing	**249**	496	510	41
Total Exits Into Safe & Stable Housing	Number of Clients- Includes SCM, PSH, RRH, RCP, and SSVF	**397**		**341**	
DEVELOPMENT & COMMUNICATION					
Development	Amount of funds raised	**$95,974**	$0		*$173,721*
	Number of new donors	**500**	0		*403*
	Amount of GIK raised	**$86,761**	$0		*$274,237*
Communication	Number of new contacts	**1,100**	0		*947*
	Number of speaking engagements	**6**	0		*48*
Volunteers	Volunteer hours provided	**2315**	0		*8,362*
	Number of new volunteers	**102**	0		*223*

Board of Directors Meeting Minutes
February 28th, 2018

Members present: Rod Johnson, John McFarland, Jim Briggs, Jenny Turney, Kelly McDonald, Adrianne Wempe, Scott Ferguson, Bonnie McKinstry , Dwayne Banks

Members absent: Jim Briggs, Tim Aronson

Staff present: Kay Klotz, Sheila Joseph, Greg McCormack, Trey Nichols, Sharon Lowe

Guests: Christina Wisdom

8:14 a.m. Meeting called to order: Rod recognizes guest Christina Wisdom

8:16 a.m. Approval of Minutes from prior board meeting – John motions, Scott seconds.

Motion passes

Committee Reports

Review & Accept 17/18 Budget (Sheila)

- January cash up; ahead of budget
- Opening at 95K; revenue up as we are starting to get Recuperative Care Program. We got $190,000 in January
- Operating expenses up.
- Auditors will be here on March 5th for 2 weeks.

Jenny motions to accept Finance Report and Adrianne seconds. Motion passes.

H.R. (Sharon)

- 2 gains; Greg and June
- No losses for February
- Few terminations
- Discussion with Trey and Greg re: restructuring and filling Program Director position.

Development (Kay)

- Luncheon scheduled for May 24th at the Fairmont
- Golf Tournament in October

Programs (Greg)

- We have some new programs with Lifeworks and Rapid Rehousing.
- City applied for special funding from HUD for Rapid Rehousing for the 75 hardest to serve individuals. This is a 2 year grant.
- X-ray machine down. Staff has some concerns so we got a security guard. We got a grant from Lola Wright to buy a new one. $34,000 to purchase.
- Success measure on charts to be adjusted since the #'s are all off.

Shelter Operations (Trey)

- 3rd floor shutting down to get rid of bed bugs. Putting client belongings in lockers.
- Process in place to combat problem including a monthly service. Discussion with City about contract of who can possibly cover expenses going forward.
- Kelly to review response to City on Health and Safety Issues.

Governance (John)

- 2 new members Dwayne and Bonnie
- John and Jim rolling off.
- Bylaws states that 1 member has to have received services from the ARCH.
- ½ day board training.

Other Discussion

- Sam Kuma has an interesting project. He has identified property for 72 units for PSH.
- Would be helpful to have a committee/group to meet with Sam on this.
- Rod suggested getting Diana Greg to help with the funding part (thru Ann Howard)
- Cloudbreak relationship about to expire. They have not been very proactive.
- John discussed a Transition Team to help Greg. Greg said he would like to meet with Board members individually to get feedback. He will reach out.
- Board Strategic Planning this spring. Possibly end of April before the luncheon in May.
- Discussed voting Sabelyn back on the Board.
- Discussed different schedule for Board meetings.

Meeting adjourned at 9:37 a.m.

Front Steps Monthly Success Measures

Board Meeting Month: **Feb. 2018**

Reporting Period: October 2017- Sept 2018

**Client numbers are all unduplicated, unless otherwise indicated.*

		YTD	YTD Goal	2018 Goal	2017 Actual
PROGRAMS					
ARCH Shelter	Unduplicated Clients Day Resource	**8616**	2750	5500	5599
	Unduplicated Clients Emergency Night Shelter	**1754**	1000	2000	2176
	New Clients	**839**			1843
Shelter Case Management	Unduplicated Clients in Case Management	**119**	80	240	264
	Number of Clients Exiting	**42**	64	192	202
	Number of Clients Exiting into S&S Housing	**95**	29	86	126
	% of Clients Exiting into S&S Housing	**226%**	45%	45%	62%
Permanent Supportive Housing	Number of Clients in PSH	**54**	N/A		59
	Number of Clients Exited	**0**	N/A		3
	Exits to Permanent Housing	**0**	N/A	0	2
Keep Austin Housed- AmeriCorps	Number of Clients who Obtained Housing	**47**	95	210	238
	Number of Clients who Obtained Employment	**29**	50	111	104
Recuperative Care	Number of Clients Admitted to Nursing Home	**20**	15	45	35
	Number of Clients Discharged	**11**	15	45	33
	Number of Clients Discharged into S&S Housing	**5**	8	25	19
	Number of Billable Days	570	833	2500	1550
Rapid Re-Housing	Numbers of Clients Receiving Case Management	**0**	32	35	36
	Number of Clients Receiving Financial Assistance	**0**	0	0	
	Number of Clients Entered in to S&S Housing	**0**	18	20	
	HHSP Funds Expended	**$0**	0	0	
Streets of Hope	Total Monthly Client Participation			600	829
	Percent of Graduates			25%	15%
	Clients Reporting Reduction of Use			50%	65%
SSVF	Number of SSVF Clients	**115**	57	170	101
	Number of Clients Discharged	**51**	57	170	37
	Number of Clients Discharged into S&S Housing	**19**	57	170	41
Total Exits Into Safe & Stable Housing	Number of Clients- Includes SCM, PSH, RRH, RCP, and SSVF	**166**		**341**	
DEVELOPMENT & COMMUNICATION					
Development	Amount of funds raised	**$143,396**	$0		*$173,721*
	Number of new donors	**566**	0		*403*
	Amount of GIK raised	**$103,261**	$0		*$274,237*
Communication	Number of new contacts	**1,495**	0		*947*
	Number of speaking engagements	**10**	0		*48*
Volunteers	Volunteer hours provided	**3566**	0		*8,362*
	Number of new volunteers	**152**	0		*223*

Board of Directors Meeting Minutes
March 28th, 2018

Members present: Rod Johnson, Jim Briggs, Jenny Turney, Kelly McDonald, Adrianne Wempe, Scott Ferguson, Bonnie McKinstry, Dwayne Banks, Tim Aronson

Members absent: John McFarland

Guests: none, Molly Mae Potter will be at luncheon – had planned to come to today but cancelled.

Staff present: Kay Klotz, Sheila Joseph, Greg McCormack, Trey Nichols, Sharon Lowe

8:16 a.m. Meeting called to order

8:16 a.m. Approval of Minutes from prior board meeting – Scott moves to accept and Jim seconds.

Motion passes

Committee Reports

Finance (Sheila)

- Revenue down ($522,034) and cash up ($730,087) because of billing payment catch up for Recuperative Care Program
- Operating expenses up ($497,211)
- Scott mentions that we had a slow start on contracts. Compared to budget runs we are doing well. We are around our "bump even."
- 2 other grants that have not taken off – HHS Program and HMIS
- TD Ameritrade (Mrs. Robinson) money totals $540,000
- Audit update – A-1 audit required by Fed for grants $750,000 and above. Audited 1 times a year. Audits help with grant writing.
- Central Health coming to do an audit
- Auditors talking about auditing 2 more programs
- $270,000 in rainy day funds in TD Ameritrade

Jenny moves to accept Finance report and Adrianne seconds.

H.R. (Sharon)

- 76 people onsite
- Slow month in terms of hiring
- Just announced that we were raising hourly rate to $13/hr
- Will look at upper management to make move at some point
- Looking at other ways to compensate employees and looking at staffing levels and budget adjustments
- H.R. doing lots of reporting right now

Development (Kay)

- Luncheon scheduled for May 24th at the Fairmont
  -Table sponsorship from Austin Board of Realtors and Rod's firm
  - 1800 invites will be in the mail
  - 250 in attendance last year
  - 9,000 emails going out April 2nd
  - 1 page w/sponsorship levels
  - reach out to past sponsors
  - John receiving an award and Jim a potential speaker

Programs/Shelter (Trey/Greg)

- 3rd floor treated for bed bugs – still not clients on the 3rd floor. Fire alarms still off. Sprinklers reinstalled now and fire panel will be reset later today.
- No lottery until Thurs. March 27
- NAEH (Nat'l Alliance to end Homelessness) is consulting with the city to evaluate our homeless services. Will conduct a site visit to delve into an RFP.

Governance (Rod)

- 10 member board – go over committee assignments. Sabelyn is an "off board' member
- 15 slots total. We need to recruit 5 more members.
- Looking into a board training to go over strategic planning. Spoke with Tara Leavy. Maybe do a Saturday meeting.
- Date of April 14th discussed. 9-1. Location TBD.
- We have 5 committees and need board members to serve on 1 or more. Committees are:
  -Programs: Sabelyn, Bonnie, Jim
  -Development: Jenny, Tim, Adrianne
  -Governance: Rod, Kelly, John, Jenny
  -Finance: Scott, Rod, Dwayne
  -Executive: Pres, V.P., Sec.
- Jim's last month since he rolls off; John rolls off in May

Other Discussion

- No April board meeting
- Will be a May meeting. Date TBD…probably 2nd week of May

Meeting adjourned at 9:30 a.m.

Front Steps Monthly Success Measures

Board Meeting Month: **March. 2018**

Reporting Period: October 2017- Sept 2018

**Client numbers are all unduplicated, unless otherwise indicated.*

		YTD	YTD Goal	2018 Goal	2017 Actual
PROGRAMS					
ARCH Shelter	Unduplicated Clients Day Resource	didn't get info in time	2750	5500	3205
	Unduplicated Clients Emergency Night Shelter		1000	2000	1167
	New Clients				618
Shelter Case Management	Unduplicated Clients in Case Management	153	120	240	260
	Number of Clients Exiting	83	96	192	176
	Number of Clients Exiting into S&S Housing	43	43	86	95
	% of Clients Exiting into S&S Housing	52%	45%	45%	54%
Permanent Supportive Housing	Number of Clients in PSH	54	N/A		59
	Number of Clients Exited	0	N/A		3
	Exits to Permanent Housing	0	N/A	0	2
Keep Austin Housed- AmeriCorps	Number of Clients who Obtained Housing	105	115	210	227
	Number of Clients who Obtained Employment	58	61	111	120
Recuperative Care	Number of Clients Admitted to Nursing Home	42	23	45	64
	Number of Clients Discharged	32	23	45	70
	Number of Clients Discharged into S&S Housing	10	13	25	22
	Number of Billable Days	1432	1250	2500	2869
Rapid Re-Housing	Numbers of Clients Receiving Case Management	13	32	35	36
	Number of Clients Receiving Financial Assistance	0	0	0	
	Number of Clients Entered in to S&S Housing	6	18	20	
	HHSP Funds Expended	$0	0	0	
Streets of Hope	Total Monthly Client Participation	Still working on metrics			
	Percent of Graduates			25%	15%
	Clients Reporting Reduction of Use			50%	65%
SSVF	Number of SSVF Clients	183	71	170	150
	Number of Clients Discharged	82	71	170	95
	Number of Clients Discharged into S&S Housing	39	71	170	83
Total Exits Into Safe & Stable Housing	Number of Clients- Includes SCM, PSH, RRH, RCP, and SSVF	203		341	
DEVELOPMENT & COMMUNICATION					
Development	Amount of funds raised	didn't get info in time	$100,000	$200,000	*$173,721*
	Number of new donors		250	500	*403*
	Amount of GIK raised		$137,500	$275,000	*$274,237*
Communication	Number of new contacts		500	1000	*947*
	Number of speaking engagements		25	50	*48*
Volunteers	Volunteer hours provided		3750	7,500	*8,362*
	Number of new volunteers		100	200	*223*

Board of Directors Meeting Minutes
May 10, 2018

Members present: Rod Johnson, Jim Briggs, Jenny Turney, Kelly McDonald, Scott Ferguson, Bonnie McKinstry, Dwayne Banks, Tim Aronson, John McFarland

Members absent: Adrianne Wempe

Guests: Molly Mae Potter and Blaine Stengall

Staff present: Kay Klotz, Sheila Joseph, Greg McCormack

8:05 .m. Meeting called to order

8:06 a.m. Approval of Minutes from prior board meeting – Kelly moves to accept and Jim seconds.

Motion passes

Committee Reports

Finance (Sheila)

- Will need a finance and board call at some point
- Cash looks bleak but we get it all in May
- Report due to city by end of June
- Audit report will be given to the board

H.R. (Greg for Sharon)

- Doing well with hires
- 8 hired recently and we are fully staffed on the floor
- New hourly rate may have impacted
- Greg has spoken to Trey and he will come on as a Facility Supervisor and oversee infrastructure
- We are short 7-8 positions

Development (Kay)

- Luncheon plans going well
- Parking is self-parking
- Will recognize staff who have been here 10 years or more
- Table layout was shown

Programs/Shelter (Greg)

- City put out an RFI to get more feedback from stakeholders
- RFQS "qualified service providers" to extend 6 months – assuming half the contract
- Greg has spoken to other entities to see if they are interested and on one feels it is in their mission
- Oct 1 is the new date for the contract
- New grant for 400,000 with Integral Care for Rapid Rehousing
- Discussed possible idea on how to clear sidewalk out the ARCH. Need an alternate solution

Governance (Rod)

- Executive committee to reach out to each committee

Other Discussion

- Next meeting in August
- Will call a special June meeting for the auditors

Meeting adjourned at 9:44 a.m.

Front Steps Monthly Success Measures

Board Meeting Month: **May 2018**

Reporting Period: October 2017- Sept 2018

**Client numbers are all unduplicated, unless otherwise indicated.*

		YTD	YTD Goal	2018 Goal	2017 Actual
PROGRAMS					
ARCH Shelter	Unduplicated Clients Day Resource	**3052**	2750	5500	3205
	Unduplicated Clients Emergency Night Shelter	**1157**	1000	2000	1167
	New Clients - cummulative	**678**			618
Shelter Case Management	Unduplicated Clients in Case Management	**153**	120	240	260
	Number of Clients Exiting	**83**	96	192	176
	Number of Clients Exiting into S&S Housing	**43**	43	86	95
	% of Clients Exiting into S&S Housing	**52%**	45%	45%	54%
Permanent Supportive Housing	Number of Clients in PSH	**54**	N/A		59
	Number of Clients Exited	**0**	N/A		3
	Exits to Permanent Housing	**0**	N/A	0	2
Keep Austin Housed- AmeriCorps	Number of Clients who Obtained Housing	**105**	115	210	227
	Number of Clients who Obtained Employment	**58**	61	111	120
Recuperative Care	Number of Clients Admitted to Nursing Home	**42**	23	45	64
	Number of Clients Discharged	**32**	23	45	70
	Number of Clients Discharged into S&S Housing	**10**	13	25	22
	Number of Billable Days	1432	1250	2500	2869
Rapid Re-Housing	Numbers of Clients Receiving Case Management	**13**	32	35	36
	Number of Clients Receiving Financial Assistance	**0**	0	0	
	Number of Clients Entered in to S&S Housing	**6**	18	20	
	HHSP Funds Expended	**$0**	0	0	
Streets of Hope	Total Monthly Client Participation	**Still working on metrics**			
	Percent of Graduates			25%	15%
	Clients Reporting Reduction of Use			50%	65%
SSVF	Number of SSVF Clients	**183**	71	170	150
	Number of Clients Discharged	**82**	71	170	95
	Number of Clients Discharged into S&S Housing	**39**	71	170	83
Total Exits Into Safe & Stable Housing	Number of Clients- Includes SCM, PSH, RRH, RCP, and SSVF	**203**		**341**	
DEVELOPMENT & COMMUNICATION					
Development	Amount of funds raised	$184,026.00	$116,666.67	$200,000	*$173,721*
	Number of new donors	488	292	500	*403*
	Amount of GIK raised	$312,837.00	$160,416.67	$275,000	*$274,237*
Communication	Number of new contacts	2594	583	1000	*947*
	Number of speaking engagements	25	29	50	*48*
Volunteers	Volunteer hours provided	6783	4,375	7,500	*8,362*
	Number of new volunteers	307	117	200	*223*

Front Steps Board of Directors
Meeting Minutes
Special Meeting 8 am, Saturday June 9, 2018
Law Offices of Enoch Kever, PLLC
5918 W. Courtyard Drive, Suite 500
Austin, Texas

Minutes

Members present: Rod Johnson, Dwayne Banks,Tim Aronson, Scott Ferguson, Kelly McDonald, Jenny Turney
Guests: Montgomery Britton Bender PC, Certified Public Accountants
Staff present: Sheila Joseph, Greg McCormack

8:00 a.m. Meeting called to order

Presentation of Front Steps Annual Audit Report 2016-2017 by Montemayor Britton Bender for Fiscal Year 2016-2017

- Kelly moves to accept the Audit, Scott seconds it.
- Board votes unanimously to accept the 2016- 2017 Independent Audit.

9:30 a.m.

Executive Session – Review Complaint

- No action taken.

Meeting adjourned at 9:30 a.m.

TAB 7: Experience and Compliance

TAB 7: Experience and Compliance

Qualifications

With 14 years of experience managing and running the ARCH shelter in Austin, Texas, Front Steps exceeds the RFQs requirement of 5 years. This successful experience includes providing holistic shelter services, evidence-based case management, client centered housing navigation, and managing the overall shelter operations and maintenance. Front Steps has a commitment to the Austin community and strives to make homelessness rare, brief, and non-recurring. Since 2004, Front Steps has held a contract with the City of Austin to manage the ARCH and has remained in good standing on all contracts, reports, and financial reporting.

Experience with Local, State, and Federal Funding Requirements

Front steps has over 21 years proven experience complying with local, state, and federal funding requirements, including monthly reporting, segregation of funds, and HUD habitability standards. Front Steps has always passed HUD habitability annual monitoring by the City according to State ESG requirements.

Front Steps uses SAGE/MIP's Fund Accounting software (created specifically for non-profits) to track, segregate, and report accounting transactions. This software allows for tracking transactions by Fund/GL Account/Grant/Program/Department/Restriction. Front Steps is able to track data by any of these categories and develop reports for various users by Program/Grant/Department, etc. The system operates as a SQL data file and is expandable to accommodate organizations much larger than Front Steps. Budgets are identified accordingly and Front Steps tracks the budgets to the activities.

Front Steps has systems in place to ensure separation of duties, and all transactions are approved by more than one staff member. Accounting policies and procedures are directed to the administration of public funds with the requisite separation of duties and tracking of various funds. Continuing education includes updates of non-profit organization financial management and reporting in order for the staff to stay current with regard to changes in GAAP (generally accepted accounting principles) that may be related to grant tracking and reporting. The Finance Director is equipped with hard copies and on-line versions of the various OMB circulars, Yellow Book, and GAAP guides necessary to assure compliance.

Front Steps undergoes an annual audit (including Single Audit) by independent accounting firms with extensive non-profit and federal single audit experience. The auditors' reports are submitted to the grantors and program administrators as required. Front Steps has received federal grant funds for 9 years through the AmeriCorps State program and for 4 years through Emergency Shelter Grant funds administered through the City of Austin. Both fiscal and program staff are familiar with the requirements of managing a federal grant, including determining eligibility, documentation, reporting, and financial management. Staff utilizes the OMB circulars and AmeriCorps provisions for understanding and clarification of program requirements.

Members of the Board Executive Committee receive monthly financial reports and these are discussed with the Executive Director and Finance Director. The bank reconciliations are reviewed by the Board Treasurer and or other members of the Executive Committee on a regular basis.

Coordinated Entry and Housing First

Front Steps uses Housing First and Harm Reduction principals, as well as the Coordinated Entry Process to assist in ensuring homelessness is rare, brief and non-recurring in our community. Front Steps is fully involved and invested in the Coordinated Entry Process. We were at the forefront of implementing Coordinated Entry (CE), with the first direct staff administering Coordinated Assessments (CA) with individuals experiencing homelessness. Front Steps is present at all CE-related meetings, including the Continuum of Care (CoC) Workgroup, the Housing Workgroup, the PSH Workgroup, the Rapid Rehousing by name list group, and the HMIS Workgroup. We are in compliance with all CE written standards, and utilize CE to accept referrals for services. Front Steps helped initialize the local CoC (ECHO) and continues to actively participate in all aspects of the CoC. As a HUD-funded housing provider, we work closely with the CoC to provide the foundation of a local housing continuum. As a shelter provider and through staff/volunteer participation, we participate in the annual Point-In-Time Count hosted by the CoC.

Our local CoC is also the Homeless Management Information System (HMIS) administrator. Front Steps not only participates in system-wide data update efforts but also delivered City funding to the CoC to de-duplicate system-wide entries to improve the data quality of our community's HMIS program.

The Coordinated Entry System attempts to identify those that can be successfully rapidly rehoused and those needing deeper supports. We use two tools to pre-screen participants into categories of need used in coordinated assessment: 1) Vulnerability Index – Service Prioritization Decision Assistance Prescreen Tool (VI-SPDAT). The VI-SPDAT helps identify who should be recommended for each housing and support intervention, moving the discussion from simply who is eligible for a service intervention to who is eligible and in greatest need of that intervention. While the SPDAT is an assessment tool, the VI-SPDAT is a survey that anyone could complete, to help prioritize clients. 2) Service Prioritization Decision Assistance Tool (SPDAT). The SPDAT is an evidence-informed approach to assessing an individual's or family's acuity. The tool, across multiple components, prioritizes who to serve next and why, while concurrently identifying the areas in the person/family's life where support is most likely necessary in order to avoid housing instability.

All clients experiencing homelessness undergo a series of questions, the answers to which lead to a score. The score determines the "intervention" level: 1-3 (Diversion/Light Touch); 4-7 (Rapid Re-Housing); and 8-17 (Permanent Supportive Housing). Clients who fall into a service category are then contacted as space allows in each program to gauge their interest in participating in a program and go through the eligibility process.

Dedicated to serving people, as they are and how they present themselves, CAs help identify individual needs, barriers, and potential for service referrals, which allow Front Steps to individualize a treatment plan for clients that honors, respects, and shows dignity to each person's choice with regards to resolving their homelessness as quickly as possible. To fully understand an individual's unique needs shows dignity to the client and allows us to treat that person with respect throughout our programs.

Program Evaluation Plan:

Front Steps believes that feedback from clients and other stakeholders is imperative in maintaining a client-centered base of operations. Front Steps utilizes numerous methods to solicit comments. Clients are encouraged to attend monthly Town Hall meetings to discuss current issues and programming at ARCH. Clients' feedback is periodically solicited in the form of written surveys, and there is a client grievance process in place for addressing issues and concerns of clients. Intra-agency staff meetings and cross-team meetings provide forums to develop ideas for improvement in all services, and for staff to discuss individual clients' needs in order to more effectively serve clients.

ARCH is the first point-of-entry for many people experiencing homelessness in Austin, therefore, it is crucial that ARCH staff work closely with other service providers. Front Steps collaborates with co-located agency personnel, many other service providers within the community, and community neighbors to provide effective assistance to those in need. Inter-agency and co-located agency case managers who reserve overnight shelter space for their clients are encouraged to meet with shelter staff to discuss issues and problem-solve challenging cases.

Maintenance and Operations

A significant component of the partnership between Front Steps and the City of Austin regards facility maintenance. One of the most important aspects of ARCH is that it serves as shelter for individuals experiencing homelessness from natural elements, and it also serves as a place to access basic needs such as showers and restrooms. A clean facility is not merely a feature of the ARCH program—it is a key component that is central to making ARCH a service that extends dignity and respect. Front Steps has been operating the ARCH shelter since 2004, and the maintenance staff know every aspect of the anatomy and functions of the ARCH building.

Front Steps employs energy management controls for heating and cooling. Outside HVAC condenser coils are cleaned and the filters are changed monthly. HEPA filters, located in the third floor dorm area, are changed once a year. All electrical components are checked annually. Energy efficient bulbs are used for all lighting and motion-activated lighting sensors are maintained to ensure energy savings. Only high-efficiency washing machines and dryers are purchased as well as bio-degradable trash bags.

ARCH has a DVR and 64-camera system which helps maintain security on the interior and exterior of the building. Front Steps has a 5-year service agreement with Allied Security Links for this camera system. Proxy cards are used by staff and co-located agencies for entrance into

the building and access to secure areas of the building. Front Steps' Building Services Manager is in charge of tracking the access cards to ensure that only appropriate personnel are using them.

Front Steps has maintenance contracts with Thyssen Krupp Elevator Co. and with Auto Clear for the X-Ray machine and metal detector used at the shelter entrance. These contracts are reviewed annually. Currently, Front Steps has a 5-year maintenance agreement for the X-Ray machine.

Front Steps has a maintenance contract with Siemens Building Technology to inspect and maintain fire alarms, fire extinguishers, strobes, duct detectors, and smoke detectors. Siemens inspects the kitchen hood system semiannually. Front Steps has a contract with ABC Pest and Lawn for monthly pest control. Most plumbing repairs are performed by the maintenance staff, grease traps are cleaned quarterly, and sidewalks are power-washed on an as-needed basis. The ARCH kitchen has never received below a 90% on the City of Austin semi-annual inspections, and the Capital Area Food Bank inspects the ARCH kitchen annually. All kitchen personnel maintain appropriate licenses.

The importance of maintaining a facility is reflected in the fact that the facilities maintenance operation is overseen by the Director of Operations and Facilities Director. The Building Services Manager has 25 years of building maintenance experience, is certified in HVAC, and his experience includes plumbing, electrical, and general repairs. The maintenance staff is able to complete 95% of repairs in-house which is vital to maintaining the building within budget. The maintenance staff receive ongoing training over-and-above OSHA requirements, which includes the proper use of equipment, chemicals, cleaning techniques, and the use of personal protection equipment.

The Building Services Manager also works closely with Downtown Community Court to utilize community service workers as cleaning assistants. Cleaning is not only the purview of the maintenance staff—all shelter operations staff is responsible for sanitation efforts such as sanitizing counters, railings, and other frequently used spaces. In the interest of the health and safety of both staff and clients, particularly in regards to communicable diseases. Front Steps has instituted a culture of constant cleaning, and hand sanitizing stations are located throughout the building.

Pests, rodents, and bed bugs are difficult to manage with as many guests coming in and out of the facility daily. Front Steps goal is to maintain a facility clean and free of such issues, and contracts with ABC Pest Control, to inspect and treat weekly. Front Steps also steam cleans and heat treats (in pop up heat tent) mats to eliminate bed bugs. Front Steps is committed to addressing any and all concerns around insects and rodents as soon as the organization is made aware.

Daily maintenance activities are logged for each maintenance employee. The posted maintenance schedule includes cleaning and disinfecting the restrooms and regularly scheduled cleanings of the dormitory beds and mats. Inventory control procedures and a work order system are used to help keep the facility running smoothly.

A preventive maintenance report is submitted monthly to the City of Austin that details the preventive maintenance that is being performed monthly, quarterly, bi-annually, and yearly. This report outlines all of the building's major equipment (including fire and security systems) and serves as both a history and projection of maintenance activities. This report is maintained on-site for staff use. Front Steps also has an equipment replacement schedule for ARCH that helps to ensure energy efficiency. All equipment and furnishings are tagged identifying them as either property of Front Steps or City of Austin.

Performance Measures and Reporting

Front Steps has 14 years of experience with on time reporting and complying with local, state, and federal funds and different systems. Front Steps' fiscal year is the same as the City of Austin and begins on October 1st and ends on September 30th annually.

Front Steps utilizes the local Homeless Management Information System (HMIS), Service Point, as administered by Ending Community Homelessness Coalition (ECHO), to track and report basic client information.

Front Steps continues to improve data quality in the HMIS system. Front Steps collects accurate data on each client entering the ARCH and corrects other system user entries from HMIS community partners with entry stations at which each client are assessed before accessing services. Front Steps works to maintain file data through regular internal file monitoring and inventory. All Service Point users receive annual training and periodic updates, and the Front Steps HMIS Agency Coordinator takes an innovative approach to improving data collection, including performing regular user evaluations to ensure data quality both for the files and within the electronic system.

Individuals entering the ARCH for the first time receive an intake and orientation. During intake, clients complete a HMIS data elements form, a HMIS release of information form, as well as the Homeless Eligibility form required by ESG funding agreements. Front Steps also collects an agency Consent to Release of Information, a Client Agreement to Rules & Procedures at the ARCH, and an HMIS ID Card Agreement. The HMIS ID card is provided free-of-charge to each client, and is required to utilize services at the ARCH. Having access to this card has proven vital for numerous individuals in this community seeking to rebuild their identifying documentation when these have been lost, a critical need for those seeking to resolve their homelessness. Information is entered into the HMIS database, which is used to provide information on client tracking, shelter usage, and demographics. Orientations to the ARCH include an overview of services available within the facility as well as other resources within the community.

On a quarterly basis Front Steps personnel, including the Shelter Services Director, Assistant Directors, Managers/Coordinators, HMIS Agency Coordinator, and Director of Operations gather and report client service usage data to funding sources. That data includes the number of clients accessing Day Resource Center services, Emergency Night Shelter services, Case Management services, the number of those exiting Case Management services, as well as the number of these exited clients who exited to safe and stable housing. HMIS, as well as an internally developed database system based on Microsoft Office, are used in the collection of these data elements.

In order to continue to ensure homelessness is brief and non-recurring in our community we will be implementing key performance measures, as indicated in the RFQS, to evaluate the effectiveness of shelter and reporting these on a regular basis to the City. These include: 1) Exits to permanent housing; 2) Length of stay in shelter; and 3) Rate of returns to homelessness. Front Steps will work with Austin Public Health to develop and track meaningful and measurable performance measures that align with City of Austin's Strategic Direction 2023 indicators for homelessness.

Homeless Management Information System (HMIS)

Front Steps is committed to using the HMIS (Homeless Management Information System)/Service Point used in the Austin-Travis County community. Every month Front Steps provides a monthly report card to the city with grades by program. Daily report cards are also available. Front Steps is used to providing this data with increasing daily quality. Front Steps is the largest vendor of HMIS in the City of Austin. Data is collected through HMIS at each service provision point.

Front Steps utilizes Service Point/HMIS as its main database for the collection of information about services and clients served. The organization analyzes and reports out to multiple funding entities on performance related information. This also provides data to be used in assessment of type of service that might be a priority, what type of services is seldom used, and what services are needed but have a lack of resources. All this together helps to guide this organization to constantly look at quality control, satisfaction of services provided to both client and funder, and helps with process evaluation to gage effectiveness.

Leadership Strategies: Quality Improvement (program performance, data collection and management; positive/solution oriented environment)

Front Steps approaches communication to ensure seamless coordination and continuity of services in the following ways:

- Town Hall meetings with clients and staff to discuss updates, questions, and concerns. The meeting is conducted once a month. Minutes from the meeting are added to the monthly board report and kept as a record.
- Monthly all staff meetings to update staff on new business, training opportunities, and discussions/feedback.
- Various trainings are also offered through the month as available/as funding allows.
- Departments, divisions, and teams hold regular meetings to communicate service delivery needs, problem-solve challenging situations, and cover other issues of import to each section.
- Each department has weekly meetings to update and cover issues in their department. All departments send monthly, written reports to the board of directors.
- Management and administrative staff meet regularly to discuss issues affecting multiple processes within the organization.
- Leadership meets once a week to discuss issues from all areas, including staffing, clients, strategic planning, and decision making.

Front Steps addresses communication between our organization and external partners by belonging to collaborations with all other homeless agencies. We are a member of the working committee on the COC (Continuum of Care), the agency is also a member of One Voice, a city wide meeting of all Executive Directors of all agencies in Austin. We use data from our score card to track progress, success, and performance. This allows Front Steps to gain feedback and plan ahead in providing services.

Connecting Shelter Guests to Housing

Coordinated Entry strives to prioritize those who are most vulnerable and place them into service categories for the appropriate support. Shelter guests will be referred to housing by a number of community partners, utilizing Coordinated Assessment as one of the tools used to assess a client's services. Front Steps along with these partners will have access to funding for housing including Rapid Re-Housing and permanent supportive housing. While CE will drive the level of opportunities available for shelter guests, Front Steps Case Managers will work with other providers to connect shelter guests to housing options.

Coordinated Entry will prioritize those who are most vulnerable and put shelter guests into categories for the appropriate support. As funding becomes available to move shelter guests, case managers will access Front Steps or other provider funding to move the shelter guest into that option. Front Steps has a Rapid Re-Housing program for Veterans and automatically any shelter guest who was a veteran will be prioritized and connected to those resources.

We anticipate a high number of shelter guests who will be identified as needing Permanent Supportive Housing (PSH); however, we note that PSH and/or funding for PSH is very limited. There are more options for those seeking the Rapid Re-Housing options, but these are not always appropriate options for those with extremely complex, often unmet needs. Front Steps will continue to pursue more housing funding in order to quickly move as many people into the community using Housing First principles. Front Steps will continue to strive to connect shelter guests with direct housing options upon entrance into the program, regardless of community funding. We will work with the shelter guest to identify solutions to their housing crisis and offer opportunities to solve this crisis including family re-unification and diversion when appropriate. Front Steps will work with the shelter guest based on preference, eligibility, and availability to place each client into the best housing opportunity available. Once placed in a housing option, we will offer to support the client in housing stability services by connecting the client to community resources and services that are essential to help the client sustain his housing.

TAB 8: Service Capacity

TAB 8: Service Capacity

Overall Philosophy and General Approach

Since its inception in 2004, the Austin Resource Center for the Homeless (ARCH) has been operated, managed and run by Front Steps. The ARCH has served as a nexus of services for those experiencing homelessness in the Austin community, and has established itself as a centralized locale within a service provider-rich neighborhood. The facility is designed to offer a variety of services for people experiencing homelessness with the goal of resolving their housing crisis. In FY 2016-2017, Front Steps successfully housed 426 people in the community. Front Steps management and service provision through the ARCH is directly in line with the organizations overall mission, and is reflective in Front Steps mission statement:

> *Based on the belief that everyone deserves a safe place to call home, Front Steps provides a pathway home for our neighbors experiencing homelessness by offering emergency shelter, affordable housing, recuperative medical care, supportive services, and promotes community awareness.*

Front Steps achieves its mission by:

1) Utilizing evidence-based systems to provide case management, client support, and shelter services,
2) Transitioning people experiencing homelessness including chronic homelessness to a variety of sustainable housing options, and
3) Educating the community about the unique needs of those experiencing homelessness and engaging the public in the innovative approaches to meeting those needs.

As part of a vibrant metropolitan community with a large population of people who are experiencing homeless, Front Steps provides comprehensive assistance and workable solutions to their clients by:

- Offering a continuum of services for ending homelessness from entry to self-sufficiency.
- Leveraging broad, diversified streams of funding and community support.
- Exercising a leadership role with providers, policy makers, and the community for answers to issues facing people who are experiencing homelessness.

Front Steps has extensive experience operating the ARCH over the last 14 years and is committed to making any necessary changes to fully align to the recommendations set forth by Austin Public Health (APH) and the National Alliance to End Homelessness (NAEH). During the last 14 years, Front Steps has managed the shelter as a low barrier shelter, and now for several years, with a Housing First focus. Front Steps' only qualification for services is that the individual is experiencing homeless. Front Steps views homelessness as a housing problem and treats it as such in delivery of our services. We believe it is a right for people to have permanent housing and people should be returned or stabilized in housing as quickly as possible. After a person is housed, we connect them to needed resources in the community in order to support their efforts in maintaining housing stability.

Front Steps will operate the ARCH under the following set of principles:

- Housing First Shelter principles
- Emphasis on Strategies for appropriate diversion from shelter
- Low-barrier access to shelter (remove unnecessary barriers and improve access to those who need it most)
- Case Management available to all staying in shelter
- Prioritization of shelter beds/mats
- Day resources only available to shelter guests
- Oversight and community-assisted management of entrance and area outside shelter, including outreach to people camping outside the shelter.

Front Steps will track the following key performance measures in order to evaluate the effectiveness of shelter and the shelter system:

- Exits to permanent housing
- Length of stay in shelter
- Rate of returns to homelessness

Plan for Services - Program Goals and Objectives

Based on the belief that all people deserve the dignity of a safe place to call home, Front Steps' mission is to provide a pathway to hope through shelter, affordable housing, and community education. Front Steps believes permanent housing is a right to which all people are entitled.

Aligning with this mission, Front Steps has managed the ARCH facility as an enhanced shelter environment robust in services to serve multiple purposes, including: operating a safe and clean shelter that provides a respite from the weather providing a place for clients to meet their basic needs as well as serving as an entry portal to a variety of programs and services dedicated to assisting and empowering clients to solve their housing crisis and thus achieve self-sufficiency.

All shelter, case management, and housing services will be delivered with the goal of housing those experiencing homelessness. Shelter guests will be housed as quickly as possible in affordable housing using Housing First principles.

Program Clients Served

Front Steps will serve adult males who are experiencing homelessness through this contract at the ARCH without exclusion based on an individuals' income or level of income, criminal history, medical or mental status, or dependency on drugs or alcohol. Based on experience with frequent users of ARCH services, Front Steps recognizes that many of the target population may have co-occurring disorders. Front Steps anticipates serving the most vulnerable individuals which includes, but is not limited to: those with a mental illness or other cognitive disorder, those with a substance abuse disorder, and those who are elderly, physically disabled, and/or medically fragile, including the co-occurrence of two or more of these conditions. Many clients

present with obstacles to their transition into housing and employment, including a lack of education, intense poverty, histories of trauma, and criminal histories.

All adult males experiencing homelessness served by Front Steps through the ARCH and receiving shelter, Case Management, and housing services will follow eligibility rules as defined by HUD Category 1 (Literally Homeless) or Category 4 (Fleeing/Attempting to Flee Domestic Violence).

Front Steps documents clients' eligibility and classification using HUD's definitions on a "Homeless Eligibility Form" approved by the City of Austin. Front Steps is aware of continuing changes in the definition of chronic homelessness as a result of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, and receives and discusses updates regularly at Continuum of Care (CoC) meetings within the community.

Currently, many ARCH clients meet the HUD definition of chronically homeless, having experienced homelessness for extended or multiple episodes, and are also experiencing one or more of the following: mental health issues; chronic physical/medical complications, or chemical dependency.

Program Services and Delivery:

Front Steps has operated the ARCH as a low-barrier shelter for the entire 14 years of the ARCH's operation. While under Front Steps management, the ARCH has not screened for eligibility based on any expectations of income, criminal history, or substance use. Any denial of entrance and/or services has been based only on the client's behavior that creates a safety hazard for the staff and other clients, or from the client electing not to pursue services. Operating an 'open access' facility requires Front Steps' staff to be trained to work with behavior management issues so that clients may safely access the facility, while staff builds rapport and engages the client in services.

ARCH services will continue to be housing-focused for shelter guests using the overnight shelter and day resource center, and services will incorporate recommendations from NAEH. Only adult males experiencing homelessness will be served by Front Steps through the ARCH overnight shelter and day resource center. The capacity for these individuals has been set at 130. All shelter guests will receive a sleeping space, meals, and access to day resources as they focus on ending their homelessness through housing, using "Housing First" principles. The shelter guests will be offered shelter and housing location services until viable housing is secured.

Further, Front Steps is committed to using the NAEH recommendations to accomplish a housing-focused infrastructure as stated in the RFQS including:

- Client-centered, housing plan with achievable goals created shortly upon stay;
- Housing-focused environment, including targeted information related to these housing resources as well as messaging that celebrates moves into housing;
- Case Management activities focused on obtaining and sustaining housing;
- Identify and remove clients' barriers to housing;

- Conduct frequent, in-person Case Management meetings to evaluate and adjust the housing plan as needed; and
- Promote the messaging that all are housing ready as soon as they enter shelter.

General Shelter Structure/Shelter Services

The specific ARCH services are outlined below:

Overnight Shelter:

The overnight shelter will be made available for 130 homeless adult men (without regard to sexual orientation, gender identity, or marital status), as outlined in the RFQS. Front Steps will provide nutritious meals to all 130 sheltered for the evening. The ARCH will be open and available to shelter guests 24/7 with minimum restrictions on entry and exit from the shelter. Shelter guests will have access to toilets, sinks, showers, laundry facilities, computers, with internet access, storage for personal belongings, and other services provided at the ARCH.

Front Steps currently utilizes the Coordinated Entry system, referral sources, outreach, and other efforts to guide referrals and prioritization of services. Under this RFQS, Front Steps will work to allow access to overnight shelter reservations through a combination of referrals through a community-developed prioritization process for individuals' access to overnight shelter reservations. All shelter guests will be offered Case Management services and will be encouraged to create a housing plan. Shelter guests will be allowed a time to adjust once in shelter.

Shelter Services - Case Management:

Case Management services will be available to shelter guests and focused on the goal of assisting each client with moving into safe and stable housing. All shelter guests will work with Case Managers toward the goal of becoming housed, along with progress towards these other focus areas surrounding obtaining and/or maintaining the housing: obtaining/maintaining sustainable income, addressing self-care/wellness goals that impact a client's housing options or stability, and researching/applying for alternative housing options (e.g. subsidized, more affordable, etc.).

Case Management services are based on a Harm Reduction philosophy and employs various techniques, including motivational interviewing, as these are effectively utilized in working with clients whose needs vary across a spectrum of vulnerability. Men's support groups and anger management classes are offered through our personnel.

For shelter guests referred through Coordinated Assessment (CA), a Vulnerability Assessment will have already been completed. This process will allow Front Steps to determine and work on a housing plan with each shelter guest based on level of services identified as needed by the VI-SPDAT. This system also provides some potential level of identifying funding available for housing with the most appropriate support level. When appropriate, and as funds and resources are available, some individuals experiencing homelessness may be diverted from shelter altogether.

Case Managers will complete an intake for each client which will be used to place each individual on a service track, with the goals adapted to the level of the client's vulnerability. The current Coordinated Entry process involves the following breakdown of service interventions:

Diversion/Light Touch (Scores 1-3)

Defined as an individual who is least vulnerable and most capable of accessing resources and services on their own. This category includes people who are homeless for the first time, would benefit from short-term case management, and/or are often able to find employment with some assistance.

Rapid Re-Housing (Scores 4-7)

This category is the largest population identified by Coordinated Assessment who are homeless in Austin. These clients generally have the ability to meet basic needs, however, most have moderate mental health and/or substance abuse issues, many exhibit problematic social behaviors and struggle with self-care issues, and many have often been released from incarceration and are unable to navigate housing stability on their own. These shelter guests will benefit the most from a Case Management system based on Harm Reduction. Some of these clients are recently released from incarceration and unable to gain access to services on their own. Front Steps' Case Managers and other community providers will assist this population.

Permanent Supportive Housing (PSH) (Scores 8-17)

This includes the most vulnerable clients who will be considered for priority in the community for shelter and shelter services. Many of these clients are the most severely mentally ill and disabled, have a history of being assaulted or robbed, are usually disconnected from any provider services, have severe substance abuse issues, and/or are unable to maintain basic needs such as medical care, proper clothing, and hygiene. Front Steps' Case Managers and other community partners will be heavily utilized with this population.

Groups and Support

Front Steps provides and arranges support groups for those who are experiencing homelessness.

Streets of Hope (SOH): SOH provides psycho-educational support/counseling groups to clients whose current or past substance abuse history presents a barrier to achieving housing, income, and personal stability goals. Individual sessions with either a current or a potential group member are also available. Substance abuse counseling teaches the following concepts: managing urges and the consequences of substance use, relapse prevention strategies, drug/alcohol refusal skills, problem-solving skills training to avoid high-risk situations, and coping/social skills training related to symptoms or negative mood states.

Other Groups: Staff and community volunteers often also offer a variety of groups throughout the year including Housing Counseling workshops, monthly informational sessions, Alcoholics Anonymous groups, résumé workshops, educational classes, writing workshops, and health and wellness workshops. Other support/discussion groups are offered based on staff/volunteer availability, with the topics largely client-driven.

Co-Located Agencies

In addition to Front Steps services, several agencies share space and will provide more services to shelter guests. These co-located agencies are operated out of the ARCH and include: 1) Family Eldercare; 2) Integral Care (Mental Health Services); 3) Goodwill Industries of Central Texas (Employment); 4) CommUnityCare Clinic (Urgent and ongoing medical care); 5) Veterans Administration Health Care for Homeless Veterans Program; 6) Back on My Feet (running program); 7) Austin Free-Net (Computer Skills). All agencies offer comprehensive and additional help to those experiencing homelessness in our community and Front Steps clients are referred regularly to these services by Front Steps staff. These agencies provide wraparound and ongoing services that are essential to achieving the goal of housing and/or housing stability.

Services provided by co-located agencies (with the exception of CommUnity Care Clinic) shelter-based support and other groups will only be available to shelter guests while in shelter, as once the guest exits out of shelter and into housing, housing stability services will focus on community-based services for resources needed on an ongoing basis.

Additional Resources:

Front Steps will be able to offer opportunities for shelter guests through other programs offered within the organization. Shelter guests can be referred to these programs through Case Management and are intended to be used to help achieve the goal of housing the shelter guest in the community as quickly as possible. Each one of these programs are dependent on funding and Front Steps continually looks for funding opportunities in order to be able to house more individuals who are experiencing homelessness.

Permanent Supportive Housing:

Front Steps runs a HUD-funded Permanent Supportive Housing program supporting 54 clients annually to maintain housing in the community. Partnership with landlords and property owners are maintained and the clients in this program are supported by case managers to work on a variety of issues: drug/alcohol use, mental health issues, physical health issues, daily living skills, financial education, etc. These services are provided to both men and women.

Recuperative Care Program:

Front Steps Recuperative Care Program, (RCP), provides extended medical respite for people experiencing homelessness too sick to return to the streets following hospitalization. Front Steps arranges transitional housing and works toward obtaining a permanent housing solution for clients participating in this program. Hospital readmission rates have been reduced by 70% for a subset of frequent users, and 100% of clients who have completed the program have joined a medical home (outpatient doctor/clinic). Many clients transition to Tejas House which is transitional housing to wait for permanent housing options after their medical crisis has been addressed.

Support Services for Veteran Families:

This program is funded by the Department of Veterans Affairs, other funders, and a commitment from local officials to work towards ending veteran homelessness. Since 2014, this program has

produced a separate path for any veteran who would like to be housed. SSVF is the largest Rapid Re-Housing program in the country, and has created many of the "best practices" for RRH programs. Both housing and case management support are provided through this program and male and female veterans and their families experiencing homelessness can enter this program. This is one of the largest Rapid Rehousing programs in the country. Any shelter guest who is a veteran will be automatically linked and referred to this program.

Rapid Re-Housing (RRH):

Rapid Re-Housing programs are one of the most successful strategies to address homelessness. Front Steps has extensive experience with RRH, and has used RRH to help many individuals at the ARCH and many homeless veterans through the SSVF Program. Front Steps utilizes the City-Funded ESG funds, as well as funding available through the Best Single Source Plus collaborative, to support the RRH services provided. The goal of these programs is to locate and secure housing for the homeless individual, and provide the financial assistance to maintain the housing while the individual obtains or maintains an income, and eventually takes over all responsibility for the housing. RRH has proven to be successful for many populations of homeless individuals, with a low return to homelessness rate.

Keep Austin Housed:

Front Steps manages an AmeriCorps grant through One-Star, Keep Austin Housed, which provides AmeriCorps service opportunities for 35 individuals each year. These members are then placed at nonprofits in the community that are working with individuals and families experiencing homeless, as well as those formerly. This provides needed capacity for many of these nonprofits, while also providing valuable experience for the members, many of whom end up making homeless services their career choice. The goals of the program are housing and employment, and the program has met or exceeded its goals each year.

Housing-Focused, Rapid Exit Support Services, and Case Management:

Front Steps has extensive experience providing housing focused, rapid exit support services and case management. Below we have described how our staff currently provides services:

Client Services Specialists (CSS): Often the first faces our clients encounter upon entering the shelter, our CSS staff welcome those into the facility, ready with information about services within the facility and connecting with service providers. Having a firm eye on safety, our CSS personnel are trained in de-escalation skills, are skilled in working with such a diverse client population with a variety of special needs, and work closely with our Case Managers (housed within the same department) and co-located partners in assisting clients with accessing services. CSS work throughout the facility so that monitoring for safety, encouraging clients in their housing-focused plans, and addressing clients' questions can occur at any time, 24/7/365. Our CSS work closely with our Client Navigators, Case Managers, and community partners in our ongoing outreach efforts.

Client Navigators (CNs): Our CNs work closely with our CSS in welcoming clients into our shelter, as well as in outreach efforts (including pop up resource clinics and street-level outreach) to engage those outside into services. Our CNs and other personnel work with Diversion efforts

already in-place within the community and are able to assist those with information/resources to resolve their homeless situations. CNs are familiar with the Coordinated Entry process, encourage clients to complete their Coordinated Assessments if not already done, and work to link clients to deeper-level service options such as Case Management, and other resources available through other providers whenever self-resolution is not imminently on-hand. CNs work closely with clients during this initial adjustment period should the client wish to engage in Case Management services and remain at the shelter.

Case Managers (CMs): While the message to a client newly entering the ARCH begins with one of hope, information about services, and a focus on obtaining housing as quickly as possible, it is often the case that many of our clients need more intensive services to navigate various systems before moving into housing. Our CMs further develop client-centered, individualized housing plans into concrete, actionable steps with the goal of assisting our clients with resolving their homelessness as quickly as possible. CMs connect clients to community resources, especially while they may be eligible for prioritization while experiencing homelessness that will support the client's goal of obtaining housing. While focused on the client's primary housing goal/choice, CMs perform their due diligence in exploring all viable housing opportunities in order for the client to have the best opportunities in place to have safe and stable housing, ways for clients to gain income (through employment, SOAR, or other sustainable means), and also issues of self-care that impact a client's housing stability (such as mental health treatment, substance abuse support, life skills acquisition, etc.). CMs also focus on ensuring that clients are "document ready" for any opportunities that arise (e.g. identification, income verification, etc.). CMs work closely with our RRH and PSH teams, and work closely with co-located and community partners for providing wraparound services and assisting clients in accessing those interventions.

Rapid Re-Housing Case Managers (RRH CMs): Once barriers have been identified, our CMs work closely with our RRH CMs to negotiate/resolve housing-related debt and continue the housing search and placement process. RRH CMs work closely with property management, landlords, and owners to negotiate rent, assess units for habitability and rent reasonableness, assist with utilities access, and provide other ongoing, in-home supportive services as-needed. After placement, the focus moves towards continuing to assess/adjust a housing stabilization plan. In this role, RRH CMs assist clients with navigating the landlord-tenant relationship, develop and coordinate ongoing services, and continue linking the clients with community resources so that the clients may continue their journeys towards self-sufficiency.

Commitment to the Recommendations by the NAEH and City of Austin RFQS:

Front Steps is committed to implementing the recommendations as presented by the NAEH and through the City of Austin RFQS. In the following narrative we describe how a shelter guest could access services under these recommendations.

Front Steps will provide shelter to adult men experiencing homelessness up to a capacity of 130. The shelter will remain open 24/7 to shelter guests and these guests will be able to enter and leave the shelter with minimal expectations. All persons entering the shelter will follow Front Steps safety protocol to ensure the safety of clients and staff. Storage will be available to protect clients' belongings and a safe place to sleep will be provided to clients. Security guards, trained personnel, and other monitoring systems are also in-place to help protect persons and belongings,

and to connect with emergency services as-needed. Clients will be provided with healthy meals and will also have access to restroom, shower, laundry, and other facilities. Clients will also be offered access to Case Management services which will provide linkages to appropriate housing resources and programs.

Shelter guests will be able to stay in shelter for a period of time to adjust without accepting Case Management services. Case Management services are needed in order to put the shelter guest on track for housing. Successful exits from shelter will be when a shelter guest is housed. This can occur in diversion, self-resolving, and barrier removal situations; through Rapid Rehousing, and through Permanent Supportive Housing (on-going support).

Lockers will be assigned to protect belongings and a safe place to sleep. Security guards also help protect persons and belongings. All shelter guests will be provided healthy meals. Shelter guests will have access to toilets and shower facilities as well as access to case management services which will provide linkages to individually appropriate housing programs, either through Front Steps or through another organization in the community.

When a potential shelter guest first enters the shelter he will be welcomed and greeted by a Housing Resources Engagement Specialist, who specializes in diversion techniques. This staff member will provide to the shelter guest immediate connection and resources. When appropriate the Housing Resources and Engagement Specialist will try and divert the individual away from shelter by implementing and connecting them with resources that will get the person quickly rehoused. For those needing deeper supports, the Housing Resources Engagement Specialist will conduct a coordinated assessment to determine the appropriate supports needed and admit the individual into shelter.

For those who access shelter through coordinated assessment/entry referral, the Housing Resources Engagement Specialist will greet and welcome the new shelter guest. This staff member will also be available for questions and acclimate the client to services within the shelter. The Housing Resources Engagement Specialist is the first support to the shelter guests to help them navigate the resources available to them at the shelter. The Housing Resources Engagement Specialist will conduct outreach efforts, and will be the first line of staff who encounter those who may benefit from Diversion and Housing-Focused services.

During a shelter guest's adjustment period, usually within one to two weeks he will be assigned a Shelter Housing Navigator. The Shelter Housing Navigator will work with clients during this adjustment period to develop an individual housing plan for each person. Based on the shelter guest's coordinated assessment, the Shelter Housing Navigator will begin the process of assisting the shelter guest connect to a deeper level of Case Management services to develop 1) an individual housing plan; 2) connect to community resources that will support permanent housing solutions; 3) connect to permanent placement or programs that will assist in achieving safe and stable housing; 4) ensure all items are in place in order to secure housing (valid identification, income verification, bank statements, etc.); 5)refer clients to a SSI/SSDI Outreach, Access, and Recovery (SOAR) Specialist and/or Employment Specialist.

"The goal of the SSI/SSDI Outreach, Access, and Recovery (SOAR) is to increase access to SSI/SDDI for eligible adults who are experiencing or at risk of homelessness and have a serious mental illness, medical impairment, and/or a co-occurring substance use disorder." (https://soarworks.prainc.com/article/soar-outcomes-and-impact). The SOAR specialist will spell

out the process for all shelter guests to apply for disability benefits. Initial applications have a 28% approval rate without a SOAR Specialist. Using a SOAR Specialist, initial applications are approved in 96 days with a 64% approval rate. Knowing our population has a number of co-occurring disorders, this connection will allow shelter guests to have a source of income that will help sustain their ability to remain housed after placement.

Focusing on the goal of housing, Front Steps will continue to find resources to connect shelter guests to housing options, including Rapid Rehousing and Permanent Supportive Housing. This will be accomplished through Front Steps' funding as well as connections to funding from other organizations in Austin. The Shelter Housing Navigator will identify these resources and connect shelter guests with these resources. Using Housing First Principles, the Shelter Housing Navigator will connect shelter guests to a Housing Search and Placement Case Manager for housing search and placement.

The Shelter Housing Navigator will continue to connect shelter guests to services such as physical and mental health services and drug/alcohol treatment and support groups, as well as other life skills and educational training, but it will not stop the efforts of housing placement and is not a condition of housing placement. These services from co-located agencies and support/other groups will be available at the shelter for the shelter guest providing wrap-around and support services while housing is being secured. All services will be geared toward the goal of housing and maintaining housing in the community and will be driven and modified as necessary by the recommendations of the NAEH.

The Housing Search and Placement Case Manager will provide the following services to the shelter guest including: 1) Housing search; 2) Outreach to and negotiation with property managers, landlords, and owners; 3) Assessment of housing units for compliance with certain state and federal grants for habitability, lead based paint restrictions, and rent reasonableness; 4) Assistance with obtaining utilities and making moving arrangements; 5) Coordination with rental and move-in assistance, as available; and 6) Ensure a warm hand off into housing stability services to provide on-going in home supportive services as needed. The shelter guest will work with our service providers to speed up the housing process and get clients housed as quickly as possible. Meanwhile, as funding sources and connections are being made for housing options the Shelter Housing Navigator can continue to work on connecting the client to resources that will increase self sufficiency.

Once housed, the Housing Stability Case Manager will take over housing stability services with the client in the community and follow up with the individual on a regular basis until the client is stabilized. Front Steps anticipates on going case management for those in Permanent Supportive Housing. For those in Rapid Re-Housing programs we anticipate more time limited support up to 24 months. Wrap around support services will be diverted away from shelter at the time of housing placement and support services will be established in the community with the help of the Housing Case Manager.

The Housing Case Manager will: 1) develop and implement a housing stabilization plan with client; 2) Build and maintain relationships with landlords/management firms/ property owners and other resource providers in the Coordinated Entry system; 3) Develop, secure, and coordinate services for client; 4) Obtain federal, state, and local benefits linking clients to housing stabilization and support services, including continued connections with SOAR specialist for benefits; and 5) Meet regularly with client and evaluate any changing needs.

Successful exits from shelter will be when a shelter guest is housed. This can occur in diversion and self-resolving and barrier removal situations; self-resolving changes in income (shelter guest gets employment or is linked with disability income); through Rapid Rehousing dollars (support up to 24 months); and through Permanent Supportive Housing (on-going support). Follow up schedules will be established based on the funding needed to house the shelter guest. The performance measures are based on the following outcomes: 1) Exits to permanent housing 2) Length of stay in shelter and 3) Rate of returns to homelessness.

Shelter guests will be able to stay in shelter for a period of time to adjust without accepting case management services. Case management services are needed in order to put the shelter guest on track for housing. All shelter guests will be offered the opportunity to receive case management from start to finish through our skilled personnel in the vital roles they play.

Day Resource Center (DRC):

This program will be utilized by adult men who are homeless who are staying in shelter and not open to the general public. Services provided in the Day Resource Center will be targeted to those working towards obtaining housing. Services include:

- Basic needs services including but not limited to, restrooms and showers, laundry, telephone access, mail, locker storage, and internet access.
- Connections with navigation services and a housing plan.
- Access to the Health Care for the Homeless ARCH CommUnity Care Clinic, job assistance services, mental health services, and other co-located agencies that provide direct, on-site services.
- Access to resources that are focused on housing location and relevant activities including, but not limited to: document bank (for identification document storage), Housing Counseling sessions, Monthly Info Sessions, transportation assistance, groups focused on client wellness activities, and connections to community partners.
- Wraparound services provided by support groups and co-located partners.

ARCH Entrance and Surrounding Areas

Front Steps commits to developing strategies and addressing the congregation and camping immediately outside the ARCH, as stated in the RFQSs, with Austin Public Health, other local government departments, community partners, and other community stakeholders. Shelter staff will engage people outside the building regularly for services, trust building, and encourage shelter entry. Staff trained in crisis de-escalation and positive relationship management will manage the flow in and out of the building, providing oversight of the entrance and surrounding area as indicated and utilizing the community's emergency response system as-needed.

Front Steps has been, and will continue to be active, in the strategies and ideas around addressing the issue of the number of individuals outside of the ARCH and the surrounding area. The safety of individuals who are homeless outside of the ARCH, as well as that of the staff and community members that walk the sidewalks around the ARCH, are of the utmost importance. The encampment that has evolved outside the ARCH must be addressed, and Front Steps is committed to further building and implementing such ideas. Front Steps outreaches to

individuals unconnected with services try to gain a better understanding of their situations, build trust, and offer resources that might help to gain shelter or resolve their homelessness. Staff will continue to approach these situations with respect and care, with safety as a priority.

Front Steps is open to ideas around structural changes that might be implemented to reduce the ability for individuals to semi-permanently reside on the sidewalks around the ARCH. Homelessness is a complex issue, and Front Steps will attempt to gain a better understanding of what is needed, if not the ARCH itself, by those outside, and help put together plans to address the encampment.

Adverse Weather Services

Cold Weather Shelter: Community partners for this program include City of Austin Office of Emergency Management, area churches, Salvation Army, Capital Metro, Red Cross, Parks and Recreation Department, and the City of Austin Health and Human Services Department (HHSD). Since ARCH operates at-capacity year-round, there are no additional beds or mats typically available on Cold Weather Shelter nights; however, homeless individuals seeking shelter on those nights can also access shelter at the Salvation Army, area churches, or the designated Parks and Recreation Department Neighborhood Center through the Cold Weather Shelter program. The City of Austin Office of Emergency Management serves as lead agency in the cold weather shelter. When activated, ARCH staff partners with the City and coordinates all services related to the Cold Weather Shelter.

Heat Emergency Services and Protocol: In the event of a heat emergency, Front Steps actively monitors homeless visitors to the ARCH for signs of heat exhaustion or other heat-related issues (calling for emergency medical services should the need arise) and establishing cooling areas during the hottest part of the day. Since the day resource center will now be closed to the general public, the specifics of cooling areas will need to be re-evaluated and negotiated under contract.

TAB 9: Sample Documents

- Sample Daily Schedule for the shelter and day resources center

- Sample Policies and Procedures demonstrating client eligibility criteria aligned with a low barrier, housing-focused shelter

    1) Case Management Services Policy (Shelter)
    2) Intake Packet
    3) Shelter Operations: Standard Operating Procedures

- Sample of data system generated program performance demonstrating high data quality and high program performance

    1) FY 2016-2017: Daily Completion Reports (DCR)
    2) FY 2017-2018: Daily Completion Reports (DCR)

Schedule of Operations:

The ARCH shelter will be open and available 24/7 to shelter guests with minimal restrictions placed on entry and exit. Safety and security will be provided for persons and their belongings. Shelter guests will have access to toilets, sinks, showers, laundry services, and storage for personal belongings and other services. The Day Resource Center is for shelter guests only and will be closed to the general public, with staff focusing on assisting guests with housing search and related activities.

ARCH Operations Schedule

5:30 am	Shelter guests wake up
6:00 am – 6:30am	Light Breakfast
6:30am-5:30pm	Day Resource Center opens every day. Shelter Guests can work on and have assistance with housing search and related activities, have access to phone / mail / internet / computers, and can address personal care items during this time (showers, laundry, etc.)
8:00am -5:00pm	Case Management services (Housing-focused/ Rapid Exit Support Services) M-F
8:00am- 5:00pm	Support Groups (Weekly Schedule) M-F
8:00am -5:00pm	Co-located Agencies (Weekly Schedule) M-F: to assist with housing-focused and wraparound services
5:30 pm	Day Resource Center closes
6:30-8:00pm	Dinner (Late plates are prepared for guests arriving past time)
9:00pm	Showers Close (Some exceptions made for those arriving late)
9:30pm	Lights out

FRONT STEPS

Case Management Services Policy (Shelter)

Document Overview

This document explains the agency's policy of providing Case Management services to experiencing as outlined in the Program of Work Statement.

I. **Purpose.** The purpose of this policy is to provide specific procedures to personnel in offering Case Management services to individuals experiencing homelessness who are interested in receiving these services.

II. **Policy.** Front Steps provides housing-focused Case Management services to individuals in order to assist them in resolving their homelessness as quickly as possible and supporting them in working towards self-sufficiency in the areas of income, self-care, and housing-related issues.

Services are provided as outlined in the agency's Program of Work Statement, generally updated annually, which identifies that those eligible to be served will meet HUD's definitions of "homeless" status, in these cases, Category 1 (Literally Homeless) and Category 4 (Fleeing/Attempting to Flee Family Violence). Clients will be served without exclusion based on the individual's income or level of income, criminal history background, medical or mental status, or dependency on drugs or alcohol, as Front Steps recognizes that many of the target population may have co-occurring disorders.

Front Steps' programs operate under Harm Reduction and Housing First principles, and are offered free of charge to program participants.

III. **Procedures:**

a. **Eligibility:** Front Steps operates the ARCH as a low-demand emergency shelter for single adult, unaccompanied, homeless men. When a new client engages with the ARCH for services for the first time, he will meet with staff to establish homelessness, as this is our primary eligibility for services. Clients will complete our agency intake packet and additional referrals, both internally and externally, will be explored.

b. **Program Entry:** Eligible clients interested in case management can receive these services once Coordinated Assessment has been complete, space is available in the program, and the client accepts services with the goal of moving into housing.

c. **Expectations:** Services are intended to be time-limited and focused on identifying and securing affordable housing as quickly as possible, securing reliable and sufficient source of income, and addressing any self-care or other barriers to attaining housing.

After an initial intake to complete eligibility and other intake documents (including Homeless Eligibility, Homeless Management Information System, and other forms), Case Managers work with clients to develop client-centered housing plans. This work involves thorough assessment of each client's circumstances (as well as opportunities for referrals and/or resources through Coordinated Assessment), planning discussions, implementation steps, and evaluation throughout the Case Management process.

Each client meets regularly and frequently with the Case Manager to discuss progress towards goals, barriers or obstacles encountered, receive guidance and referrals from Case Managers, and explore options as they arise. Much of the focus will be on addressing and/or removing barriers to each client's housing opportunities which include, but are not limited to: obtaining identification and other needed documentation, addressing housing-related debt, exploring multiple opportunities for housing, exploring other programs/benefits, and working towards safety net or other community resources after housing has been obtained in order for the client to be self-sufficient.

Lengths of stay are meant to be time-limited, since the program's focus is on assisting each individual with exiting into viable, sustainable housing options and resolving their homelessness as quickly as possible. Length of stay guidelines are contained within the Orientation Guidelines document provided to each client upon program entry.

Time Limit Extensions: Extensions for services may be granted to clients who have not met these time limits as outlined in the Orientation Guidelines under the following conditions. Please note that not all extensions will be granted; the following are examples of some situations that may warrant an extension:

i. Client has a criminal history that makes housing placement and/or employment search more difficult.
ii. Client's level of vulnerability related to physical, medical, and/or mental health condition(s) is such that safe and stable housing opportunities and access to mainstream income may take more time to procure.
iii. Client is on various waiting lists for subsidized housing and is likely to be granted housing once they come up for orientation/housing appointment.
iv. Client has a realistic and detailed plan to address housing, income, and self-care issues and has made significant progress towards meeting these goals.
v. Client has employment but needs additional time to save money for housing (due to other expenses that cause limited savings, or limited income).

d. **Termination from Case Management.** While moving into safe and stable housing is the overarching goal of the Case Management program, clients may be terminated from the program at ARCH due to failure to meet the program's expectations or other rule violation. Clients will be offered opportunities to improve their adherence to the program's expectations (unless they are ineligible to receive the shelter's services due to being issued a Criminal Trespass Notification), which will be documented in each client's file. Continued

failure to meet expectations may result in the client being terminated from the program.

i. Clients are welcome to apply to return to the program by completing the Application to Return to Case Management form, which is available at the Front Desk. These applications are then reviewed.
ii. Letters for the clients with the decision by Program personnel are left for the clients in the Client Mail on the 2nd floor following the staffing. A copy of the letter is kept on file & the decision logged for future reference.
iii. Please note that not all Applications to Return to Case Management will be approved without conditions being met by the client; some Applications may not be approved altogether based on the client's past performance in the program or if it is determined that the client is a more appropriate referral to other community agencies.
iv. Should clients feel that they were wrongfully terminated from the program, they may submit the Client Report Form (available at the Front Desk or obtained from any Program personnel) per the instructions outlined therein.

Policy Change History

Section Updated	Author of Change	Change Date	Publish Date

Client Name / HMIS #: _____

Austin / Travis County Homeless Management Information System
Data Sharing Policy and Release of Information (ROI)

Agency Completing Form: _____

This agency collects information about people who ask about our homeless services. When we meet with you, we will ask you for information about you and your family. We will put the information you give us into a computer program called Mediware ServicePoint (or "HMIS").

Austin / Travis County HMIS data is all stored in one computer system. Your information will be shared with all agencies that use our system (all "HMIS Agencies") to help you get services more quickly and easily. A list of all current HMIS Agencies is on the next page of this form, and you can ask for a new copy at any time.

The Personal Information we share may include:

- Personal Identifying Information (such as name, social security number, and date of birth)
- Who is in your household
- Job history
- Military history
- Living situation and housing history
- Educational background
- Demographic information (such as race, gender, and ethnicity)
- Your income and income sources
- Services you request or receive
- If you are experiencing homelessness or not
- Reasons for seeking services
- Self-reported health needs

You can refuse to answer **any** question at **any** time, including questions about the things listed above. You will **never** be denied help because you did not answer a question, unless we need to know that answer to know if you are eligible for a service.

We will not store or share treatment records about Mental Health, HIV/AIDS, or Drug, Alcohol, or Substance Abuse Treatment unless you give us specific permission.

We may also share some of your information from HMIS with agencies that do not use our HMIS system ("Outside Agencies") for different summary reports about homelessness. Personal Information that could be used to tell who you are will only be put in those reports if we have your written permission, or if the law lets us or requires us to share that information without your permission.

_____ **Please initial here to show that you have read and understand the rules above.**

Consent for Release of Personal Information

In addition to the information sharing above, you can also choose:

- To let HMIS Agencies share and discuss your Personal Information outside of the computer system to help give you services;
- To let HMIS Agencies share your Personal Identifying Information with Outside Agencies for research, reporting, and coordinating services; and
- To let HMIS Agencies put any treatment records about Mental Health, HIV/AIDS, or Drug, Alcohol, or Substance Abuse Treatment into our computer system as part of your Personal Information.

Please think about the information below before making your decisions:

- Personal Information that can be used to tell who you are (Personal Identifying Information) will only be shared with Outside Agencies with your permission, or when the law lets us share that information without your permission.

Client Name / HMIS #: _____

- If you let us put any treatment records related to Mental Health, HIV/AIDS, or Drug, Alcohol, or Substance Abuse Treatment into our computer system, we will share that information just like the rest of your Personal Information.
- The current list of HMIS Agencies is below. Any agency not on that list is considered an Outside Agency. Other agencies may join this list in the future and share your information just like the current HMIS Agencies. You may ask for an updated list of the HMIS Agencies from **any** HMIS Agency at any time.
- Some of your Personal Information may be protected by additional state and federal privacy laws. Agencies that must follow these laws may need additional permission to collect or share some of your information.
- Once we share your information with an Outside Agency, that agency can sometimes share it with other Outside Agencies, if the law says they can.
- This consent is voluntary. You will **not** be denied services if you decline to sign this consent form.

Current Austin / Travis County HMIS Agencies:

- A New Entry
- AIDS Services of Austin
- Any Baby Can
- Austin Recovery
- Austin Voices for Education and Youth
- Caritas of Austin
- Casa Marianella
- Catholic Charities of Central Texas
- City of Austin – CDU, DACC, EMS
- CommUnity Care
- Ending Community Homelessness Coalition (ECHO)
- Family Eldercare
- Foundation Communities
- Foundation for the Homeless
- Front Steps
- Seton Good Health Solutions Center
- Goodwill Industries of Central Texas
- Green Doors
- Housing Authority – City (HACA)
- Housing Authority of Travis County (HATC)
- Integral Care
- LifeWorks
- LINC Austin
- Meals on Wheels and More
- Mobile Loaves and Fishes
- SAFE Alliance
- Saint Louise House
- Sunrise Homeless Navigation Center
- The Salvation Army
- Travis County – Health & Human Services & Veteran Services
- Travis County – Mental Health Public Defenders
- Trinity Center
- U.S. Department of Veteran Affairs

Client Name / HMIS #: _____

Optional Agencies Section

Please choose one:

_____ **Yes**, all Austin/Travis County HMIS Agencies may share and discuss Personal Information about me and my family outside of the computer system to help give us services. They may also share that information with Outside Agencies for research, reporting, and coordinating services.

Permission to share your information will last for seven years from the date you sign this form. You can cancel this permission at any time by sending a written letter to the agency where you filled out this form. It may take up to three business days to process the cancellation letter.

_____ **No**, I do not want HMIS Agencies to share and discuss my Personal Information outside of the computer system. I also do not want information that can be used to tell who I am to be part of any outside reports or research. HMIS Agencies may only share information in the computer system for questions I choose to answer.

If you chose **NO** above, you can still choose to let HMIS Agencies share and discuss your Personal Information **with specific Outside Agencies or individuals** outside of the computer system to coordinate services. If you want to do that, please initial your choices below.

_____ Contact Person: _____

_____Austin Police Department
_____Capital of Texas Workforce
_____Community Care Collaborative
_____Dell Medical Center
_____Dept. of Assistive & Rehab Services
_____Integrated Care Collaborative
_____Managed Care Organizations
_____Seton/Brackenridge Hospitals
_____Social Security Administration
_____St. David's Hospital
_____TX RioGrande Legal Aid
_____Other
_____Other

Optional Treatment Records Section

Please initial below if you would like to put treatment records about Mental Health, HIV/AIDS, or Drug, Alcohol, or Substance Abuse Treatment in our computer system as part of your Personal Information. We will share this sensitive health information for the record types you initial below:

_____Mental Health Treatment Records

_____HIV/AIDS Test Results and/or Treatment Records

_____Drug, Alcohol, or Substance Abuse Treatment Records

Client Name: _____

Dependents Name(s): _____

Client or Representative Signature: _____ Date: _____

Witness Signature: _____ Date: _____

FOR ORGANIZATIONAL USE ONLY (Initial all that apply):

( ) The client received a telephonic explanation of this form. Staff obtained telephonic acknowledgement of HMIS Data Sharing Policy and documented that consent with the staff signature on this form.
( ) The client wishes to remain anonymous in HMIS.
( ) An authorized representative completed this consent for the client. A description of their right to do so is attached.
( ) Other: _____

Front Steps, Inc. & Austin Resource Center for the Homeless (ARCH)

Consent to Release Information – ARCH Shelter

Updated: 09-29-15

Client Printed Name: _____ _____ **ID#:** _____
First Name *Last Name* *ServicePoint ID*

Front Steps adheres to a strict policy of confidentiality. The identity of all clients and all relevant records and/or information will be kept strictly confidential, with the following exceptions:

1) In cases where we are required by law to report information concerning child, adult or elder abuse.
2) In cases where you report information that you are in danger of harming yourself or others.
3) When you have authorized us in writing to release information about you.

Please be aware that Front Steps staff works as a team and may periodically discuss clients' cases.

In order to best assist you as you continue to work for your goals, it may be helpful for Front Steps staff to release information about you to other social service agencies that you are involved with or seeking assistance from.

Emergencies
In order for Front Steps to best facilitate services during an emergency situation, staff may share the following medical information with medical personnel.

Allergies *(medical, food, etc.)*: _____

_____

_____

Other Medical Issues: _____

_____

_____

In case of emergencies, I _____ DO _____ DO NOT allow Front Steps to share medical information with one or both of the emergency contacts listed below. An emergency may include, but is not limited to hospitalization, incarceration, deportation, death, or other situation that may otherwise leave me incapable.

Emergency Contact #1	**Emergency Contact #2**
Full Name: _____	Full Name: _____
Relationship to Client: _____	Relationship to Client: _____
Primary Phone: (_____) _____	Primary Phone: (_____) _____
Alternate Phone: (_____) _____	Alternate Phone: (_____) _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____

X _____ Date: _____
(Client Signature)

R6

HMIS Client Intake & Annual Assessment Form

PY 2018

Staff Printed Name: _____ Date: _____ ☐ New Client ☐ Annual Assessment

Enter Data As: ☐ Day Resource ☐ Night Shelter ☐ Front Steps-Admin ☐ Case Mgmt. ☐ Other: _____

ID to verify identity (check all that apply): ☐ US Driver's License ☐ US State ID ☐ SS Card ☐ None ☐ Other: _____

ServicePoint ID#: _____ Client's Printed Name: _____ *(Last, First, M.I.)*

SSN: ___ - ___ - ___ ☐ CL DK ☐ Approx./Partial ☐ CL Ref.

Client Location: ☒ TX-503

DOB: ___ / ___ / ___ *MM/DD/YY* ☐ CL DK ☐ Approx./Partial ☐ CL Refused

U.S. Military Veteran:* *see key*
- ☐ Yes
- ☐ No
- ☐ Client Doesn't Know
- ☐ Client Refused

Primary / Secondary Race:
- ☐ ☐ Asian
- ☐ ☐ Black or African American
- ☐ ☐ White
- ☐ ☐ Am. Indian/Alaskan Native
- ☐ ☐ N. Hawaiian/Pacific Islander
- ☐ ☐ Client Doesn't Know
- ☐ ☐ Client Refused

Ethnicity:
- ☐ Hispanic/Latino
- ☐ Non-Hispanic/Non-Latino
- ☐ Client Doesn't Know
- ☐ Client Refused

Gender:
- ☐ Female
- ☐ Male
- ☐ Trans Female (Male to Female)
- ☐ Trans Male (Female to Male)
- ☐ Gender Non-Conforming (i.e. Not Exclusively Male or Female)
- ☐ Client Doesn't Know
- ☐ Client Refused

Disabling Condition of a Long Duration: *Answer below; enter specific info on p.2*
- ☐ Yes
- ☐ No
- ☐ CL DK
- ☐ CL Ref

Is Client entering from Streets, Emergency Shelter, or Safe Haven?
- ☐ Yes
- ☐ No

If "Yes", Approximate Start Date:

_____ / _____ / _____

Residence Prior to Project Entry:
- ☐ Place not meant for habitation
- ☐ Emergency shelter, including hotel or motel paid for with emergency shelter voucher
- ☐ Safe Haven
- ☐ Interim housing
- ☐ Foster care home or foster care group home
- ☐ Hospital or other residential non-psychiatric medical facility
- ☐ Jail, prison or juvenile detention facility
- ☐ Long-term care facility or nursing home
- ☐ Psychiatric hospital or other psychiatric facility
- ☐ Substance abuse treatment facility or detox center
- ☐ Hotel or motel paid for without emergency shelter voucher
- ☐ Owned by client, no ongoing housing subsidy
- ☐ Owned by client, with ongoing housing subsidy
- ☐ Permanent housing (other than RRH) for formerly homeless persons
- ☐ Rental by client, no ongoing housing subsidy
- ☐ Rental by client, with VASH subsidy
- ☐ Rental by client, with GPD TIP subsidy
- ☐ Rental by client, with RRH or equivalent subsidy
- ☐ Rental by client, other ongoing housing subsidy
- ☐ Residential project or halfway house with no homeless criteria
- ☐ Staying or living in a family member's room, apartment or house
- ☐ Staying or living in a friend's room, apartment or house
- ☐ Transitional housing for homeless persons
- ☐ Client Doesn't Know
- ☐ Client Refused
- ☐ Data Not Collected
- ☐ FEMA subsidized housing

Length of Stay at Prior Residence:
- ☐ 1 night or less
- ☐ 2 to 6 nights
- ☐ 1 week or more, but less than 1 month
- ☐ 1 month or more, but less than 90 days
- ☐ 90 days or more, but less than 1 year
- ☐ 1 year or longer
- ☐ Client doesn't know
- ☐ Client refused

Housing Status:
- ☐ Cat. 1 – Literally Homeless
- ☐ Cat. 2 – Imminent Risk
- ☐ Cat. 4 – Fleeing DV
- ☐ At-Risk of Homelessness
- ☐ Stably Housed
- ☐ Client Doesn't Know
- ☐ Client Refused

Regardless of where they stayed Last night, Number of Times the Client has been Homeless in Past 3 Years (including Today)
- ☐ Never
- ☐ 1 Time
- ☐ 2 Times
- ☐ 3 Times
- ☐ 4 or More Times
- ☐ Client Doesn't Know

Status Documented:
Length of Time Homeless
☐ Yes ☐ NO

Total Number of Months Homeless On the Street, in Emergency Shelter, Or Safe Haven in the Past 3 Years? _____

Relationship to Head of Household
- ☐ Self (Head of Household)
- ☐ Child
- ☐ Spouse or Partner
- ☐ Other Relation Member
- ☐ Other: Non-Relation Member

In Perm. Housing?
(RRH/BSS+ Only)
- ☐ Yes
- ☐ No

If "Yes," Date of Move-In?

_____ / _____ / _____

HMIS Client Intake & Annual Assessment Form

PY 2018

(Add amounts listed below for total) $ _____

Receiving Income From Any Source:
(If "Yes," list amounts below)
☐ Yes
☐ No
☐ CL DK
☐ CL Ref

Amount, Source of Income & Start Date *(MM/DD/YY)*

$	Earned Income	
$	Alimony/Spousal Support	
$	Child Support	
$	General Asst.	
$	Other	
$	Pension/Ret. Former Job	
$	Private Disability Ins.	
$	SS-Retirement Income	
$	SSDI	
$	SSI	
$	TANF	
$	Unemployment Insurance	
$	VA Service-Connected Disability Compensation	
$	VA Non-Service-Connected Disability Compensation	
$	Worker's Compensation	

Health Insurance & Start Date: *(MM/DD/YY)*

☐ Y	☐ N	MEDICAID	
☐ Y	☐ N	MEDICARE	
☐ Y	☐ N	State Children's Ins.	
☐ Y	☐ N	VA Medical Services	
☐ Y	☐ N	Employer Health Ins.	
☐ Y	☐ N	Cobra Ins.	
☐ Y	☐ N	Indian Health Services	
☐ Y	☐ N	Other	

Source of Non-Cash Benefit(s) & Start Date:
(List amount to right) *(MM/DD/YY)*

☐ Y	☐ N	SNAP (Food Stamps)		$
☐ Y	☐ N	WIC		$
☐ Y	☐ N	TANF Child Care		$
☐ Y	☐ N	TANF Transportation		$
☐ Y	☐ N	Other TANF Services		$
☐ Y	☐ N	Other		$

Disability Type
**see key* (Answer each)

ST	LT	NO		Start Date *(MM/DD/YY)*	Impairs Client's A to Live Independently ? (Y/N)
☐	☐	☐	Alcohol Abuse		
☐	☐	☐	Drug Abuse		
☐	☐	☐	Both Alcohol/Drug Abuse		
☐	☐	☐	Chronic Health Condition		
☐	☐	☐	Developmental		
☐	☐	☐	HIV/AIDS		
☐	☐	☐	Mental Health Condition		
☐	☐	☐	Physical		

Domestic Violence Victim/Survivor?
☐ Yes
☐ No
☐ CL DK
☐ CL Ref

If "Yes," When Did the Experience Occur?
☐ Not a victim of DV
☐ In the past 3 months
☐ 3 – 6 months ago
☐ 6 – 12 months ago
☐ More than 1 year ago
☐ CL DK
☐ CL Ref

Is Client Chronically Homeless?
☐ Yes
☐ No
☐ CL DK
☐ CL Ref

If "Yes," are you currently fleeing DV?
☐ Yes
☐ No
☐ CL DK
☐ CL Ref

Formerly a Ward of Child Welfare/ Foster Care Agency?
☐ Yes
☐ No
☐ CL DK
☐ CL Ref

If "Yes" to Non-Cash Benefit, List Amount
$ _____
$ _____
$ _____
$ _____
$ _____
$ _____

Enrolled in MAP?
☐ Y ☐ N

As the client named above, I verify that the information recorded on this form is true and correct to the best of my knowledge. I understand that my answers to these questions are for data collection purposes only, and I will not be discriminated against for providing honest answers. I understand that Front Steps, Inc. will release and share this information with other programs and services within the organization.

X _____

Date: _____

STAFF USE ONLY (Initial to confirm completion)

Client Signed:
_____ HMIS Intake Form, HE Form & Self-Cert?
_____ FS ROI, Rules Agreement, HMIS Card Agreement?

Staff:
_____ Enter CL Intake Data & FS (146) ROI into HMIS.
_____ Create CL Entry into appropriate program.
_____ Take CL photo/upload/issue Card.
_____ Create "Note" for Card Issued in HMIS.
_____ Scan in and Rename HMIS files. Upload files into profile. Move original scans from Record Scans to appropriate drive.

PY 2018
October 1, 2017 thru September 30, 2018

CITY OF AUSTIN
EMERGENCY SOLUTIONS GRANT (ESG)
HOMELESS ELIGIBILITY FORM

HMIS #_____

ESG HOMELESS ELIGIBLITY CATEGORY: *(check only one)*
NOTE: Form is not complete unless the client and staff have signed the second side of document.

☐ ***Category 1- Homeless***

(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs for low income individuals); or
- iii. An individual who is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

DOCUMENTATION REQUIRED IN HUD'S PREFERRED ORDER:

_____ Third Party/Written:
- o If unsheltered: Written referral by of street outreach, law enforcement, EMS, or other shelter record, or homeless certification; or
- o If sheltered/exiting an institution: HMIS shelter stay record, or homeless certification, or referral from shelter services or other housing provider; or

_____ Written observation by the intake staff worker; or

_____ Self-Certification by the individual or head of household seeking assistance stating that s(he) was living on the streets or in shelter;

_____ For individuals exiting an institution- one of the forms of evidence above and:
- o Discharge paperwork or written/oral referral, or
- o Written record of intake worker's due diligence to obtain evidence and certification by individual that they exited institution.

☐ ***Category 2- At Imminent Risk of Losing Housing***

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:
- i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; and
- ii. No subsequent residence has been identified; and
- iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing.

DOCUMENTATION REQUIRED:

_____ A court order resulting from an eviction action notifying the individual or family that they must leave; or

_____ For individuals and families leaving a hotel or motel- evidence that they lack the financial resources to stay; or

_____ A documented and verified oral statement, and
- o Certification that no subsequent residence has been identified; and
- o Self-certification or other written documentation that the individual lacks the resources and support necessary to obtain permanent housing.

N/A ***Category 3- Homeless Under Other Federal Statutes – Ineligible Category***

☐ ***Category 4- Fleeing/Attempting to Flee Domestic Violence***

(4) Category 4 should only be used when the individual/household does NOT meet any other category but is homeless solely because they are fleeing domestic violence. Category 4 includes any individual or family who:
- i. Is fleeing, or is attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- ii. Has no other residence; and
- iii. Lacks the resources or support networks, e.g. family, friends, faith-based or other social networks, to obtain other permanent housing.

DOCUMENTATION REQUIRED:

For non-victim service providers:

_____ Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; and

_____ Certification by the individual or head of household that no subsequent residence has been identified; and

_____ Self-certification or other written documentation that the individual lacks the resources and support necessary to obtain permanent housing.

Does this client also meet the following definition of a Chronically Homeless Person?

The U.S. Department of Housing and Urban Development (HUD) defines a chronically homeless person as:

(1) A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

(i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter;

and

(ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i).

[Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility]; **or**

(2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; **or**

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

☐ **YES** ☐ **NO** ☐ **DON'T KNOW**

If **YES**, then provide the client information requested below:

HOUSING HISTORY FOR CHRONICALLY HOMELESS PERSONS

Most Recent Year

Month/Year	Description of Homelessness

Second Year

Month/Year	Description of Homelessness

Third Year

Month/Year	Description of Homelessness

The above statement of my chronic homeless status is true and complete.

Client Name (Printed) _____ *Client Signature* _____ *Date* _____

FOR INTAKE STAFF ONLY:

Verification Methods: Describe methods to obtain third party documentation (shelter records; outreach programs; medical services; law enforcement; etc.). Describe the outcome of the efforts to obtain documents: _____

The above statements regarding this client's ESG homeless eligibility is true and complete to the best of my knowledge. I have attempted to obtain third party documentation to the best of my ability.

Intake Staff Name (Printed) _____ *Intake Staff Signature* _____ *Date* _____

Self-Certify *for Homeless Eligibility Form*

PY 2018

Print Client Name: _____ ServicePoint #: _____

Self-Certification of Homeless by HUD:

Please have client initial box for most appropriate category

☐ CL living in Places Not Meant for Human Habitation OR in a Shelter. **(Cat. 1 Par. 3)**
(please attach current shelter records if CL is staying in our shelter, shelter records must be either day sleep or emergency night shelter)

☐ Written Statement that CL is Fleeing ***OR*** Attempting to Flee Domestic Violence ***AND*** No Subsequent Residence has Been Identified ***AND*** CL Lacks Financial Resources & to Support to Obtain Permanent Housing. **(Cat. 4)**
Also document oral statement below

☐ Residence will be Lost Within 14 days ***AND*** No Subsequent Residence has Been Identified ***AND*** CL Lacks Financial Resources & Support to Obtain Permanent Housing. **(Cat. 2)**

☐ CL exited a Public Institution
***Also needs Proof of Due Diligence form ***

I self-certify that I _____

_____

Self-Certification of Chronically Homeless:

The U.S. Department of Housing and Urban Development (HUD) defines a chronically homeless person as:

(1) A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

(i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; **and**

(ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i).

[Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility]; **or**

(2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; **or**

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

☐ **YES** ☐ **NO** ☐ **DON'T KNOW**

** Each episode(s) of homelessness have been documented on the Eligibility Form*

By signing below I certify that the information presented in this certification is true and correct to the best of my knowledge.

_____ _____
Client Signature *Date*

_____ _____
Staff / Witness Printed Name *Staff / Witness Signature*

Front Steps, Inc. & Austin Resource Center for the Homeless (ARCH)

Shelter Rules & Behavior Agreement

Updated: 09-29-15

Client Printed Name: _____ _____ **ID#:** _____
First Name *Last Name* *ServicePoint ID*

All clients, staff, volunteers and guests at the ARCH are expected to adhere to the rules and behavior guidelines set forth within the Shelter. Each is also expected to follow all staff directives.

CLIENT GRIEVANCE PROCESS

The Client Report Form should be used for any shelter issue that a client feels needs correction, improvement, notification, or attention. This process can also be used to appeal a decision made in staffing or in the termination of services. The issue may involve a shelter employee, shelter space or materials, shelter policies, or other shelter clients.

An overview of the process:

1. Client should first talk to the appropriate department's on-duty manager to see if issue can be resolved.
2. If the issue cannot be resolved by the on-duty manager, or if the on-duty manager recommends that the client complete a Client Report Form, the client should do so and place it in the submission box.
3. Forms will be collected on a weekly basis, and distributed to the proper manager for follow-up
4. If client is not satisfied with the outcome, they may request the report be reviewed by the Executive Director.
5. If the client is still not satisfied with the outcome, they may request the report be reviewed by the Appeals Committee of the Front Steps Board of Directors.
6. The decision of the Appeals Committee will be the agency's final decision.

**For full details on the Client Grievance Process Policy, please see the Shelter Operations Standard Operating Procedures.*

Front Steps does not tolerate retaliation to reports submitted by any of its employees, volunteers or clients.

CLIENT STAFFING PROCEDURES

Clients who choose to break the rules and/or choose to not follow staff directive may be asked to leave and return for staffing. Staffing is a meeting between the client and a shelter manager. The incident is discussed, and any disciplinary action is determined.

Suspension lengths vary based on the infraction. In the event a client is asked to leave the shelter, they may be asked to return for staffing. The client must wait a minimum of 24 hours before returning to sign-up for a staffing meeting. Staffing meetings are available on a daily basis.

TERMINATION OF SERVICES

In instances of extreme client misbehavior, Front Steps may choose to terminate services by issuing a Criminal Trespass Warning (CTW). By issuing a CTW, Front Steps is terminating the client's access to all services offered on property at the ARCH. It will be a criminal offense for the client to be on property while CTW is in effect.

The client must participate in a Staffing session to be able to return to property and regain access to services after the end date of the applicable CTW.

CLIENT AGREEMENT

I understand that as a client of Front Steps, and by participating in programs at the Austin Resource Center for the Homeless, I am expected to abide by the rules and behavior guidelines set forth by the agency. I understand that these rules and guidelines may be updated by Front Steps Shelter Operations as needed, and that it is my responsibility to be aware of postings within the facility that notify me of these changes.

X _____ Date: _____

R5

Front Steps, Inc. & Austin Resource Center for the Homeless (ARCH)

New HMIS Card Agreement

Updated: 09-29-15

Client Full Printed Name: _____ **ServicePoint ID#:** _____

I understand that:

Initial each statement

_____ The card is the property of the Agency.

_____ The card is issued to assist in the identification of the valid cardholder and is to be presented to Agency staff for utilizing services *(services include entrance into the building)* offered to me.

_____ The card is non-transferable. Altering or intentionally damaging my card, using another person's card, or allowing my card to be used by another person will result in disciplinary action.

_____ The card is only valid while I am a registered client *(7 years from the last day of services used)*

_____ The photograph taken for the HMIS card must be perceptible *(i.e. no hats, no sunglasses, and no items obscuring the face, etc.)*

_____ I am responsible for following the Replacement Procedures outlined below in order to replace my card if lost, stolen or intentionally damaged.
As a courtesy, the Agency will replace your card for purposes of natural wear and/or deactivation.

Replacement Card Procedures:

1st Replacement:
FREE

2nd Replacement:
2 Service Hours

3 or more Replacements:
4 Service Hours per Replacement

Community Service hours must be completed through Front Steps' Community Service Restitution program in order to replace a lost, stolen or intentionally damaged HMIS identification card.

STAFF VERIFICATION

Please initial next to each step upon completion

PREPARER CHECK-LIST:

Form(s) of ID used to verify identity (check all that apply)

☐ US Driver's License ☐ US State ID

☐ SS Card ☐ None

☐ Other: _____

_____ Take and Upload Photo to HMIS

_____ Add note into HMIS that client signed form and received card

Place form in Completed HMIS File Folder

NIGHT STAFF ONLY

____ Scan and upload agreement into HMIS

As the client named above, I agree to abide by the policies stated above in this document. Furthermore, I understand that the policies in the Card Agreement may be updated by the staff as needed, and that it is my responsibility to be aware of postings within the facility that notify me of these changes.

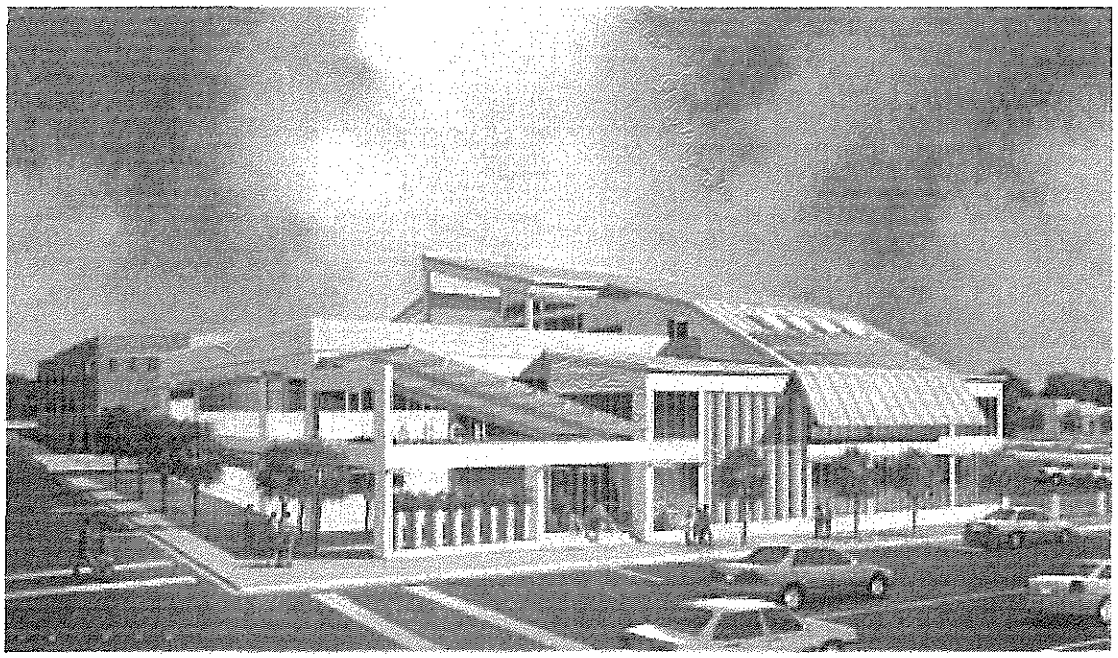
X _____ Date: _____

L7

FRONT STEPS

Austin Resource Center for the Homeless (ARCH)

Shelter Operations: Standard Operating Procedures



Last Updated: **January 2017**

Revision History: December 2012, October 2008, April 2007

TABLE OF CONTENTS

INTRODUCTION **2**
ABOUT FRONT STEPS **3**
SHELTER OPERATIONS OVERVIEW **4**
A.R.C.H. Shelter Programs and Services x
Day Resource Center x
Day Sleep Program x
Emergency Night Shelter x
Town Hall Meetings x
Client Engagement Activities x
Homeless Management Information System (H.M.I.S.) x

Facilities and Building Services x

Volunteers and Community Service x

Kitchen and Dining Services x

SAFETY AND SECURITY ..... **x**

STAFF RESPONSIBILITIES AND EXPECTATIONS ..... **x**
Shelter Staff x
Building Services Staff x
Kitchen Staff x
CLIENT RIGHTS AND RESPONSIBILITIES ..... **x**

INTRODUCTION

The Shelter Operations: Standard Operating Procedure (SOP) manual is a set of directives that cover the operations at the ARCH that have a definite or standardized procedure. Its purpose is to instruct staff in the effective provision of services to Austin's homeless population as well as those who are at-risk of homelessness.

This SOP manual is developed to achieve maximum safety and efficiency within the facility and in the performance of services within the various operations at the A.R.C.H.

To insure full compliance with current rules and regulations, it is imperative for all Front Steps managers, as well as co-located agencies, to contribute to the SOP manual on a regular basis.

This manual is intended as a guide to support the judgment and experience of the staff within the ARCH Shelter's service offerings and programs operations. It also serves as a basic description of services available to populations that the ARCH serves.

ADMINISTRATION:

- General staff personnel policies are outlined in the employee manual.
- The following procedures and guidelines are additional to the Front Steps Employee Manual, and are applicable as indicated to Shelter Operations Staff.
- Policies in the Employee Manual overrule those in this manual.

ABOUT FRONT STEPS

Front Steps is a private non-profit organization contracted by the City of Austin to manage the Austin Resource Center for the Homeless (ARCH). Front Steps offers not only a variety of basic needs services for homeless adults and individuals at-risk of homelessness, but also offers longer term programs focused on transitioning clients into housing.

OUR MISSION

Based on the belief that all people deserve the dignity of a safe place to call home, Front Steps' mission is to provide a pathway home through shelter, affordable housing, and community education.

- Providing excellent case management, support, and shelter services.
- Transitioning people experiencing chronic homelessness to a variety of sustainable housing options.
- Educating the community about the needs of men and women experiencing homelessness and innovative approaches to meeting those needs.

OUR VISION

To provide real answers and real solutions to the needs of people experiencing homelessness.

- Front Steps provides a continuum of services for ending homelessness.
- Front Steps meets the needs of homeless individuals by leveraging broad, diversified streams of funding and community support.
- Front Steps exercises a leadership role with providers, policy makers, and the community for real answers to issues facing homeless people.

SHELTER OPERATIONS OVERVIEW

Within Front Steps, the department of Shelter Operations is made up of the ARCH Shelter, Building Services, and Kitchen Services. Individual managers within each division supervise program elements and staff. Shelter Operations is supervised by the Shelter Director and overseen by the Front Steps Executive Director.

Attachment #1: Shelter Operations Organizational Chart

GOALS OF SHELTER OPERATIONS

- Provide access to basic tools and resources necessary for healthy daily living as an essential bridge for individuals transitioning from homelessness to permanent housing.
- Provision of those tools and resources in a respectful, safe, and clean environment.
- Provision to individuals who can use those tools and resources to end their homelessness.

ARCH SHELTER

The ARCH is a co-located facility. Front Steps provides a host of services within the ARCH Shelter, including food services, basic needs services, and client specific programs, groups. The ARCH also houses staff from several agencies that provide direct services for individuals experiencing homelessness, or are at-risk of homelessness. A full and current list of these co-located agencies can be found on the Front Steps website.

Some of the Basic Needs Services at the ARCH Include:

- Public Restroom
- Shower Facilities
- Hygiene Supplies
- Laundry Facilities
- Locker Storage
- Phone Calls
- Postal Mail
- Computer Lab
- Bus Passes
- *Case Management*
- *Streets of Hope*
- *Housing Services*
- *Co-located Services*

**Services listed in "italics" are provided by the Programs Department of Front Steps. Shelter Operations does not directly oversee the execution of these services.*

BUILDING SERVICES

All maintenance issues pertaining to the building are directed by the Building Services Manager. This includes, but is not limited to janitorial services, preventative maintenance, construction, equipment and/or building mechanical systems.

Building Services oversees the functionality of AC/HVAC, washers and dryers, internal wiring, office equipment, phone system, security system, fire system, plumbing, fixtures, and more.
If staff observes or experiences that any fixture, appliance, equipment or building system (such as plumbing, electrical, etc.) is broken or otherwise not functioning properly, staff must complete work order procedures in a timely manner, and communicate it to the Building Services staff.
The work order procedures will be set by the Building Services Manager.
If the maintenance issue is one that causes immediate hazard, or involves the security or fire systems, staff must notify the Building Services Manager immediately.

KITCHEN AND DINING SERVICES

The Kitchen Manager oversees all services of the ARCH Kitchen, and is a Certified Food Service Operator. All staff employed in the kitchen will maintain a current Food Handler's Certification. Kitchen facilities are certified and inspected annually by the City of Austin's Health and Human Services Department, in accordance with lawful certification procedures. Dinner is prepared and served from 6:15 p.m.–7:45 p.m. to 100 of the men registered for the Emergency Night Shelter services. Every effort is made to ensure a nutritious and balanced meal is served. As able, the kitchen complies with necessary dietary restrictions of our clients. Juice and a small snack are provided each morning to clients in the Emergency Night Shelter.

VOLUNTEERS AND COMMUNITY SERVICE

Volunteers

Volunteers may be any person within the community that would like to contribute their time for the betterment of the Front Steps organization. Volunteers utilized for activities within Shelter Operations shall be managed by the Volunteer and Communications Coordinator.
All requests for volunteers shall be made through the Shelter Director.

Community Service/Restitution

Persons who must complete court mandated community service hours may do so within Building Services. Anyone who is interested in this program may check-in at the Resource Desk of the ARCH between 7:00am and 5:00pm on the hour, Sunday through Saturday. Community Service workers should plan to work for a minimum of two hours, and should bring their service order with them. Records shall be maintained by the Building Services Manager or his/her designee. Signed confirmations of hours served will be provided to Community Service workers during hours when a Building Services staff member is available.
Contact the Building Services Manager for more details.

ARCH SHELTER PROGRAMS AND SERVICES

The ARCH shelter programs exist to provide homeless individuals living in Austin, with the basic needs required to improve their living situations, basic living skills, and abilities. The program elements are designed to support their efforts toward peaceful co-existence in the Austin community, and their efforts to end their homelessness.

Building Security

Clients may enter only through the front door during the hours of the Day Resource Center, and must pass through the security checkpoint. Upon each entry, clients shall provide staff with their internal ID number, allowing staff to check for required data updates as well as to ensure that the client is permitted inside the building. Staff, volunteers, board members and agency guests are not required to pass through the security checkpoint.

All baggage and belongings brought in by a client will be required to pass through security. If a client requests that their bag not pass through the X-ray scanner, staffs at the security checkpoint have the authority to inspect the bag by hand. The staff will be required to wear rubber gloves for protection while handling a client's personal items and searching bags.

Weapons, and items that may be construed as weapons, are not allowed to be kept on the client's person while on ARCH property. If a client has a knife or other sharp object that may cause bodily harm to themselves or another, on their person or in their bags, they will be instructed to check it in with the staff person at the security checkpoint.

As a courtesy, the ARCH will store the item(s) for the individual, for the duration of the time they are in the building; not to be more than 14 days. Item(s) will be properly marked with the client's name, date of entry, and the staff's initial. They will be stored alphabetically by last name in the designated storage space. Front Steps takes no responsibility for these item(s), and is not responsible if the items are disposed of due to abandonment. The items are returned to the client upon their exit. If an item is not picked up by the client within 14 days, it will be considered abandoned and will be disposed of off-site.

Absolutely, no guns are allowed on property. If a gun is observed to be in possession by a client, staff volunteer, board member or other guest, the police will be called immediately.

Day Resource Center

The Day Resource Center operates 6:30am-5:30pm daily and provides information and referral assistance to walk-in clients and callers according to needs. Clients are connected via Front Steps to community, private and public agencies and resources.

- Referrals and sign up for other Front Steps programs and referral information about external services are available at the Resource Desk.
- Clients are welcome to remain in the community areas in the chairs.
- Clients in the Day Room will remain upright at all times (i.e. no head on table resting, or lying down while in the shelter.)
- Clients may sign up for and use any or all of the services listed below.

Day Sleep Program

In an effort to utilize our sleeping areas during the daytime hours, the Day Sleep Program provides sleeping accommodations for up to 100 clients; 20 women and 80 men. All women are invited to the Day Sleep Program, as we are unable to provide nighttime accommodations for our female clients. Men in the Day Sleep Program may have worked the night shift, have a medical or disabling condition, or may have been turned away from the Emergency Night Shelter on the previous night.

Emergency Night Shelter

The Emergency Night Shelter provides emergency shelter for up to 230 men nightly. Clients may receive a bed reservation through either Shelter Case Management, or a co-located agency. Clients may also participate in a nightly lottery for open beds, if they are not on a reservation.

ARCH Services

Front Steps will manage the following services during the Day Resource Center as a benefit to our clients. Select services may be made available during the Emergency Night Shelter; these services will be limited to clients with special permission via Front Steps Program Managers. Front Steps makes every effort to be gender conscious, but our facility designations allow only for male and female sexes. Clients identifying as males should use the men's restroom/shower facility, while clients identifying as females should use the women's restroom/shower facility. Clients not clearly identifying as male or female, should use the facility that feels safest to them.

Restrooms and showers are all single stall, and equipped with a door, partition, or curtain for privacy.

Front Steps policies respect the dignity of each person, and services are to be offered to all clients. Staff will address any issues other clients may have with this policy. Clients uncomfortable with use of restroom or shower facilities in presence of others may petition staff for alternative arrangements.

Public Restrooms

- Men's and women's public restrooms are available for client use, during regular operating hours.
    - 6:30-7:00am, restrooms on the first floor will be unlocked
    - 7:00-10:30am, facilities on the second floor will be open
    - 10:30-11:15am, facilities are closed for cleaning
    - 11:15am-3:30pm, facilities on the second floor will be open
    - 3:30-5:30pm, restrooms on the first floor will be unlocked
- Accessible restroom facilities are solely for use by persons with disabilities, at all times.
- The restroom stalls and sinks may not be used for bathing or laundry, at any time.

Shower Facilities

- Showers are located on the second floor, and are available only at pre-determined times.
    - 7:00-10:30am, facilities on the second floor will be open
    - 10:30-11:15am, facilities are closed for cleaning
    - 11:15am-3:30pm, facilities on the second floor will be open
- Accessible shower facilities are solely for use by persons with disabilities, at all times.
- Towels and other linens are not provided to clients by Front Steps.
- Restroom and shower areas are monitored at all times by a staff, volunteer or security.

Hygiene Desk (a.k.a. Soap Desk or Mail Desk)

- The Hygiene Desk is located just outside the second floor restroom facilities.
- Personal hygiene items are available for distribution to clients, as supplies allow. Supplies are primarily donation based, so availability does vary day-to-day.

- Daily items include, but are not limited to: shampoo, soap, conditioner, toothpaste, peroxide, alcohol, lotion, deodorant and feminine products.
- A select number of razors and toothbrushes are made available daily.
- Staff reserves the right to limit the number of products provided to an individual client based on availability and reasonable consumption.

Laundry

- Laundry facilities are available to clients needing to wash clothing.
- Access to the washer and dryer rotation is on a first come, first served basis.
- Clients can sign up at the resource desk as early as 5:30a.m., Sunday through Saturday.
- Clients will sign up for a specified time at which to wash their clothes. Client must arrive with their clothes, ready to wash, no later than his/her assigned time. If a client is not present at the time of their assigned wash, their washer may be redistributed.
- If all times are full, a client may be placed on the Stand-By List. Once called, the client will have 15 minutes to respond and load the specified washer. If a client's name has been called twice, with no response, their name will be dropped from the Stand-By list.
- Any client that misses their laundry call will have to sign up in a later time slot, or, if all times are full, they will have to sign up again on another day.
- The first round of laundry will be no earlier than 6:00am and the last round will be started no later than 1:00pm.
- Due to the high demand on laundry services, Front Steps reserves the right to limit clients to no more than one load of laundry every 7 days. Although, the organization will make every effort to make the service as available as possible.
- Clients are responsible for their clothing while in the washers and dryers. No shoes can be washed or dried in the machines, at any time.
- Washers and dryers are provided as well as laundry detergent and fabric softener.
- Anyone abusing or using equipment other than how it's intended, will be asked to leave immediately and return for staffing procedures.
- Clients must wash clothes before they can dry clothes. Clients may not just dry clothes.

Lockers

A system of lockers inside and outside the building, are available for individuals to safely store clothing, personal or valuable items.

- All lockers will need to be registered on a monthly basis- between the 1st -10th each month.
- HMIS picture ID card will be required to register the assigned computer.
- Lockers will be emptied and distributed in a lottery system, 2 times monthly.
- Locker Lottery on the 12th: Tan lockers (bigger lockers) at Noon.
- Lockers not registered by the 10th will be emptied on the 11th.
- Belongings will be held for a minimum of 5 days, and discarded by the 19th.
- CM clients (who do not have a 3rd floor bed assignment) may draw for a locker.
- Clients in a Blue/Green locker (who do not have a 3rd floor bed assignment) may draw to move into a Tan locker.
- Clients who are not on CM and do not currently have a locker, may draw for a new registration may draw for either a tan or blue/green locker.
- Locker Lottery on the 20th: Blue/Green lockers (smaller lockers) at Noon.
- Lockers not registered by the 10th will be emptied on the 19th.
- Belongings will be held for a minimum of 5 days, and discarded by the 27th.

Bed Assignment Audit

- On/by the 10th of each month, the Day/Weekend manager will run a locker audit to determine clients in Tan lockers who may have been moved to a 3rd floor bed assignment since the last registration cycle.
- If a client in a Tan locker is found to be assigned to a bed, the client will be moved from the Tan locker and reassigned to a Blue/Green locker on the 11th.
- Clients who find their belongings removed from their tan locker, should check with the Resource Desk to get their reassigned locker number and new combination.
- If a CM client is removed from their bed assignment, they may participate in the regular lottery on the 12th to get a Tan locker, same as other clients.

Schedule of Client Access to Lockers

Case management lockers: Clients on case management with third floor lockers will have access to these lockers during the Emergency Night Shelter and with manger approval.

Phones

- There are phones located in the first floor day shelter area for local calling.
- Phone use is limited to 5 minutes at a time.
- Exception: staff can approve longer phone use for phone calls when necessary.

Messages for Clients

- Resource Desk staff takes phone messages for clients during regular business hours.
- Messages are handwritten on message slips and posted on the message bulletin board on the first floor and taken down after 30 days.

Shelter Daily Operations

Client Mail

ARCH clients can use the ARCH location to send and receive mail. The address for client mail is: P.O. Box 2509, Austin Texas, 78768

- Upon receipt at the ARCH, all client mail is date stamped and sorted by staff. All medication received by mail is logged in the medication logbook. All governmental checks are logged in the check logbook. All packages received by mail are logged into the package logbook.
- Client mail is stored in three locations;
    - Mail is kept alphabetically in the cabinets located at the Hygiene Desk.
    - Packages and medications are kept in a designated locked cabinet behind the Resource Desk.
    - Governmental checks are also kept in the safe in the Shelter Manager's office.
- When clients pick up mail they must show their HMIS card. They must also sign for any medication or governmental checks in the appropriate logbook.

- Client mail pick up by anyone other than the client (e.g. lawyer, relative) requires that a notarized letter of authorization be on file in the log book (located behind the Resource Desk.) Anyone picking up mail must show an HMIS card.
- Mail is held for 30 days. Uncollected mail, including packages, medications, and government checks are returned to sender after 30 days.

Shelter Daily Operations

Copies and Faxes

- Resource Desk staff will provide business related copying and faxing for clients.
  - Copying and faxing must involve the documentation and communication necessary to obtain benefits, housing, or employment.

TOWN HALL MEETINGS

The ARCH homeless community meets for a Town Hall meeting from 9:30 – 10:30 a.m. on every third Wednesday monthly. Clients, staff, administrators, board and community members are welcome to participate in the Town Hall Meetings.

The purposes of Town Hall Meeting are to provide a public forum opportunity for staff to bring forward general announcements, as well as for clients to bring attention to issues of concern to the entire community. If a client has a personal matter, Front Steps encourages these to be addressed in a non-public forum.

PURPOSE

- Voice any opinion about what is going on at the ARCH with client issues or services.
- An opportunity to invite other organizations to come in to give a short presentation.

STRUCTURE

- Orderly conversation is required.
- Facilitated by the Shelter Director or Assistant Shelter Director.
- All visiting programs or presentations are limited to the first 15 min.
- The town hall meetings are solution based. As such, participants are asked to provide a viable solution to the issue at hand.

OUTCOME

- Questions and concerns raised are addressed immediately when possible.
- Some questions and concerns will require more time, or may not have a viable solution.
- Reports on outcomes and/or progress are made at the next monthly meeting, if possible.
- Minutes are taken to allow shelter managers to keep track of and attempt resolution to issues that are brought up.
- Minutes are reported to both the Front Steps Board of Directors and the City of Austin.

Client Engagement Activities

In an effort to both provide clients with information and empower them to take action on their personal goals, Front Steps may coordinate activities at the ARCH that will encourage client participation, entertainment, resources, or other benefit. Clients are encouraged to offer suggestion of other activities they would like to see coordinated that coincide with the Front Steps mission and vision.

Homeless Management Information System (HMIS)

Front Steps must track relevant information about the individual clients that we serve. This information is protected by relevant privacy standards and these standards are communicated to the client during the intake process. Information collected is used by Front Steps in a collective manner to report on our services to contract managers, grantors, and the public. It may also be used to assist in securing additional funding.

Client/Staff Guidelines for Day Sleeping Shelter

- Admissions requirement: Must be 18 years old. The Day Sleeping Program has 100 beds, 80 for men and 20 for women.
- Clients do not qualify for day sleeping if they slept on the third floor the night before without a doctor's note from the ARCH clinic or written permission from an ARCH case manager.
- Clients who slept on mats the night before and are approved for Day Sleep are eligible for Day Sleep at 5:30am.
- All day sleeps client must be entered into the HMIS database system.

- Clients are required to show a TB clearance result within 7 calendar days of the first day of program participation. There are no exceptions to this policy.
- Clients must shower on the second floor before being assigned a bunk. This begins at 7:00am.
- The cut off time for bunk assignment is 8:00am.
- Reservations for a bunk can be made for medical reasons by the ARCH Clinic staff.
- The only clients allowed to go to bunk lockers, who are not sleeping that day, are those assigned to reserved bunks on case management. They may access their bunk lockers at 8:30 am and 2:30 pm. This is unless their bunk locker is located in the woman's dorm.
- All night shelter rules apply to days and are posted on the third floor.
- Everyone is required to wear shoes and be fully clothed at all times.
- No one is allowed in any dorm other than the one they are assigned to for that day.
- Clients not on the day sleep reservation list cannot go to the third floor until they sign in on the second floor for day sleep or until the elevator is unlocked and will let them go to the third floor on their own.
- Clients are not to be awoken by visitors unless prearranged by the client before sleeping.
- Women are always assigned to dorm D. Women's restrooms are located on the second floor. No men are allowed in dorm D during the day.
- Residents may bring their own belongings, but no more than what they can carry in their own hands/arms. Resident's personal items/belongings are kept in the lockers under their assigned bunk. Nothing can be stored in the fire lanes at any time.
- Blankets and bedding are generally not provided (see Cold Weather Blanket Program for additional information).
- Clients can leave for lunch (only) and return to the day sleep area. Otherwise, the assigned bunk will be reassigned to someone else.
- Once clients leaves the day sleeping area entirely, if any belongings are left behind, or the bunk contains trash or litter, the client assigned the bunk for the day (or previous night if applicable) will be placed on the suspension list and asked to attend staffing prior to returning to the day sleeping area.

Day Sleep Program Guidelines

- Registration for Day Sleep begins at 7:00am.
- Make bed assignment in HMIS to match where existing night sleepers are.
- Always check for TB result dates.
- Quietly dust and mop the floor, and check under mats where no one is sleeping.
- Write an incident report on clients who left trash on their bunk, or under the mat, by checking the night crew bed assignment sheets.
- Bunk assignments are from 7:30am - 2:30pm.
- No more bunks will be assigned after 8:00am.
- Client registration/sign into HMIS database
- Wake-up clients at the times requested; and add new wake up calls only on the 30-minute mark, as requested by clients.
- Monitor dorms making sure people who are not assigned to a particular dorm are not entering other dorms.
- If a night case management client needs to go to his locker and someone is assigned his bunk he will have to wait until 6:00 pm to access his locker.
- 2:00pm- Wake-up time for all day sleeping clients.
- 2:30pm- Clients should be exiting the 3rd floor at this time.
- 2:30pm – 3:30pm- cleaning and preparation for the night staff.

Night Shelter Program Guidelines

The Overnight shelter operates 7 nights a week 365 days of the year and serves 230 men per night.

Admissions guidelines:

- Must be 18 years old.
- Admission to the night shelter program is limited to clients identifying as males.
- Sleeping space is assigned daily on a lottery basis.

- Sleeping space can be reserved on a weekly basis by the case manager for shelter residents who are in ARCH Case Management, and are actively working on a plan of action while meeting all program requirements and expectations.
- The reservations may be renewed weekly. Extensions past 30 days may be granted for individuals who are meeting their case management goals.
- Bunks can also be reserved for clients with a medical pass from the ARCH Clinic.
- Clients must provide evidence of a TB test result within 7 calendar days of initiating services. No exceptions to this policy. The night shelter keeps a copy of client TB test result documentation on file in HMIS.
- Clients must shower on the second floor before going to their assigned bunk or mat.
- Clients can bring personal belongings into the Overnight shelter, but may not bring anything they can't carry in one trip. Residents' personal items/belongings are kept in the locker under the assigned bunk. (A resident can be defined as a client that is on the case-management bed reservation sheet.)
- Clients must stay inside the shelter after the building closes each night. If a client leaves after the building is closed, they cannot re-enter. The client will lose that night of shelter, and be placed on the suspension list. He will lose his reservation if he is a case management client, until his case manager authorizes bed re-assignment. Clients who have lost their reservation privilege are responsible for contacting their case manager to re-instate the privilege.
- If any belongings are left behind in the sleeping area, or the bunk contains trash or litter, the client assigned for the night to that bunk, will be placed on the suspension list and asked to attend staffing prior to receiving additional services.

Emergency Night Shelter Procedure:

Check-in & Lottery

- From 5:15pm-6:15pm CSS staff at the Front Entry will check clients' profiles that wish to participate in the Emergency Night Shelter. No other services are offered at this time.

- Clients should have a current TB test on file. A one-time, 7 day extension will be given to clients in need of a TB test if no test is on file OR clients whose TB test has EXPIRED with no previous extension.
- Clients should have no pending staffings on their profile in order to enter the building.

**Proper forms of documentation in Service Point can be found on the Univeral Incident Formats Document.*

- Before the 6:15pm Lottery, clients may exit the building. This does not guarantee re-entry for the lottery if a client does not return on time.
- First Floor restrooms are closed for cleaning until 6:00pm. At 6:00pm, clients may be let in 2 at a time with staff permission to use the restroom. No client should be allowing himself to enter the building without staff approval.
- Only clients previously approved to wait in the lobby are permitted to do so. All other clients awaiting ENS entry must wait in the garage.
- Reserved bunks and mats should be held on Service Point for individuals on Case Management.
- At 5:55pm, client kitchen volunteers may check in. There should be 4-5 volunteers. The Kitchen manager may ask for additional volunteers if they are short client volunteers that evening.
- At 6:00pm, Case Management clients with a bunk reserve may check in. CSS should mark their presence on the Case Management sheet and check these clients into their assigned bunk on Service Point using their HMIS card. Unless a late curfew is noted on the Case Management sheet, Case Management clients will have until 7:00pm to check in before forfeiting their bunk assignment.
- At 6:15pm the nightly lottery process will begin. Clients will not be able to exit from this point on. The front patio should be cleared of clients and any baggage left unattended.
- Two staff members must conduct the lottery process. Typically, this will be the Night Manager and one CSS staff, or in the event of the manager's absence, two CSS staff may conduct the lottery process.

- Clients on medical/mat reserve may draw first. Clients with disabilities may also draw first with staff approval. The general lottery will follow.
- Clients who participate in lottery fraud will be asked to leave the building and return for staffing procedures. Lottery fraud can be committed in the following ways:
  - A client intentionally pulls more than one lottery ticket or a client attempts/successfully enters the lottery line more than once.
  - Trading, buying or selling a lottery ticket.
  - Tickets with numbers 100 or lower must be signed by the second staff member immediately upon drawing. Signature should include the client's first initial and last name. Failure to do so will result in asking the client to be on suspension and return for staffing procedures.
  - A client that presents a ticket signed with a name other than their own.

- CSS staff conducting check-in should count the remaining available bunks and count meal tickets for these bunks. The first set of lottery numbers will be called to fill these bunks.
- At 7:00pm bunks assigned to clients with passes or no late curfew (who have not checked in), should be opened for lottery participants. These bunks should be counted and meal tickets provided to the next set of lottery participants until all meal tickets are distributed. <u>ONLY 100 meal tickets</u> are distributed regardless if a client chooses a mat instead of an open bunk.
- Clients with meal tickets may head straight to the second floor to shower and eat. Clients must shower before going to the cafeteria. First Floor CSS staff should notify the Second Floor staff when all meal tickets have been distributed. Second floor staff will close of the Second Floor and clients without meal tickets will wait in the lobby until they are called for showers.
- At 7:30pm Case Management clients with a medical or mat reserve may check in. CSS staff should check them into Service Point on a mat (or bunk if available) with their HMIS card.

- The rest of the lottery participants can now check in once their number is called until all remaining spots are occupied.
  - If capacity is reached and there are still clients waiting to check-in, now is the time open the held mats of medical/mat reserve clients that have not checked in and do not have late curfews.
  - If all clients have been called from the garage, and there is still mat availability, a second lottery will be held on the front patio, and the process repeats itself until capacity is reached.

- Clients who have checked in may not return to the garage until everyone has showered and mats are down on the first floor.
- At 7:45pm, Late Plates made by kitchen staff should be brought to the refrigerator in the elevator room and made available to clients with late curfews that are on the Late Plate list provided by Case Management.

Showers

- Clients with meal tickets must shower before eating.
- Clients without meal tickets and have been assigned a bunk, must wait in the lobby until called for showers.

- Second Floor staff should communicate to the First Floor staff when the sleeping areas are ready and the first group of clients may come to the Second Floor for showers. The number of clients per group will be determined by the Second Floor staff depending on shower availability.
- Clients must shower before setting their belongings on a mat, as baggage must be attended to at all times. Clients cannot "hold" mats for their peers that have not showered yet.
- Staff reserve the right to ask a client to return to the showers if it is suspected that the client has not thoroughly showered/has an odor that is offensive to the individuals around him. It is expected that staff will approach this client with respect and sensitivity to this issue.

- Unless previously approved and documented, clients may not leave before 3:00am. Clients choosing to do so will be placed on a 2 week suspension.

Before Lights Out

- The garage will be open again to clients once all clients have gone to the Second Floor to shower and the mats are down on the First Floor. Clients should not be taking mats until notified by First Floor staff.
  - Mats should be placed on each floor as shown on the mat assignment sheet (found in the Manager's Office). Mats are placed in accordance with capacity and fire codes and should not be placed outside of these designated areas.
  - There should be one mat per client unless 2 mats have been previously approved and documented for medical purposes.

- The garage will be closed to clients at 9:15pm.
  - Staff assigned to each floor will be responsible to writing down clients' full names on their chosen mat on the mat assignment sheets.
  - 3rd Floor CSS will manage the Day Sleep excel document for the morning CSS staff.

Lights Out

- Lights will be turned off at 9:30pm and the garage will remain closed until 10:00pm. All electronics and phones should be turned off/put away for the night. When the garage reopens, clients are more than welcome to use these items in the garage.
- Coordinate staff lunch breaks. Breaks are typically at the following times with no more than two people on break at once- per Manager approval: 9:30pm, 11:00pm, 12:30am, 2:00am.
- Throughout the night, there should be a CSS staff stationed at the following areas:
  - One CSS on 3rd Floor.
  - One CSS in the 2nd Floor hallway.
  - Three CSS on the 1st Floor at any of the following places: Resource Desk, CSS Office, and Front Entry.

Shift Duties

- All staff should be making rounds on their assigned floor periodically throughout the night.
- Night CSS staff are responsible for the following HMIS duties:
  - Data Confirmation of HMIS intake packets in Service Point.
  - Entering required data to the Data Confirmation google docs.
  - Scanning, renaming, and uploading confirmed intake packets to Service Point.
  - Filing completed client files.

- Managers are responsible for nightly sidewalk counts at 10:00pm, 1:00am, and 4:00am.
- Lottery Tickets for the next 4 days should be prepared.

- After 11:00pm, no services are provided. Clients not participating in the night shelter (excluding women) may enter the building to get water or use the restroom. After 11:00pm there are no exceptions.
- Clients with late curfews and Late Plate privileges must shower before receiving their Late Plate.
- Managers should be checking all clients out of Service Point at 11:59pm and editing any exit times to reflect curfews.

Wake Up

- Sack lunches and client breakfast should be on the First Floor between 4:00am and wake up at 4:30am. Unless pre-approved for work, clients on the sack lunch list may not receive their lunch before 4:30am.

<u>First Floor:</u>

- Lights are on at 4:30am. Staff will respectfully wake clients direct them to clean up their sleeping space and place mats back in their designated area.
- Clients are largely responsible for returning their mats and setting up lobby chairs before breakfast is served.

- Clients may use the Second Floor restrooms until 5:15am.

Second Floor:

- Conference Rooms A & B should be woken up at 4:45am.
- Conference Rooms should be set back up depending on the day's schedule.
- Cafeteria should be woken up at 5:00am and tables set up for the day.
  **All rooms should be swept (and mopped if necessary) and trash cans emptied.*
- The door to the Second Floor will be closed at 5:15am. Clients already in the restrooms will have until 5:30am to use them. **Showers should not be accessed in the mornings.*

Third Floor:

- Clients are woken up 5:30am. Clients may ask for an earlier wake up time. 3rd Floor staff is responsible for managing the approved Day Sleep list. Staff will reassign Day Sleep clients a new bunk if necessary.
- Clients on the 1st or 2nd Floor with approved Day Sleep, must wait until 5:30am to go the 3rd Floor and be assigned a bunk.
- All clients not receiving Day Sleep must exit the 3rd Floor no later than 5:50am.

Before Shift End

- Garage is closed to clients at 5:45am. No unattended baggage should be left in the garage.
- At 5:50am, the leftover breakfast should be returned to the kitchen and remaining sack lunches returned to the refrigerator and locked.
- Any unclaimed Late Plates can be passed out to clients. Clients who volunteered to help during the morning routine should be given priority.

Night Managers should:

- Review the Case Management sheet and ensure that all clients that are present are marked as such on the sheet. Clients who were late or considered "no-shows" should be indicated as such.
- Submit a "Nightly Numbers" google doc with the requested information.

- Make a copy of the Community Care medical list and place the copy under their door.
- Case Management Sheet, laundry/sack lunch list, and original Community Care medical list should be returned to the Night Shelter box at the Resource Desk.

Cold Weather Shelter

- Front Steps coordinates with local churches, to open their doors on freezing nights.
- Up-to-date information about procedures is maintained by the Program Director.

Log Books

One of the primary tools used for keeping track of information in the shelter programs are the series of logbooks. They are kept on the bookcase behind the front desk area.
Recording current accurate information in the logbooks allows for staff working different shifts to quickly and easily locate information. This assists in providing continuity of service to the clients. Employees are expected to familiarize themselves with the logbooks, and use them to document all appropriate information.

The logbooks currently include:

- Mail:
  - Check log
  - Package log
  - Medication log

- Medication Log
  - Medications are checked into the logbook when received.

Medications are checked out of the logbook for one of two reasons, and both are recorded in the Medication logbook. The two reasons are as follows:

  - It's being returned to sender after 30 days of not being picked up by recipient.
  - The client has picked up the medication and signed for it.
- Check Log- This is where the delivery and pick-up if Government checks are recorded.

- Checks are checked into the logbook when received.
- Checks are checked out of the logbook for one of two reasons, both of which are documented in the Check Log. The two reasons are as follows:
  - It's being returned to sender after 30 days of not being picked up by recipient.
  - The client has picked up the check and signed for it.

Log Books

- Mail Pick-up Log– Notarized letters allowing the release of mail to someone other than
- Blanket Log – The dispensing of blankets to clients for cold weather outdoor sleeping is recorded in this log.

**Out-of-date information or forms from the logbooks are managed and stored for future reference by the Day Resource Center Manager*

FACILITIES AND BUILDING SERVICES

PREVENTIVE MAINTENANCE & CLEANING SCHEDULE

DAILY

- Major cleaning of bathrooms three times daily; cleaned and checked every hour
- Remove lint from laundry room and clean
- Clean mats, third floor, and bunks used the previous night
- Clean sidewalks
- Clean all building areas—tables, floors etc.
- Minor or major repairs as needed *(major repairs can be done in house unless we do not have needed equipment)*

MONTHLY

- Change AC filters *(in house)*

EVERY THREE MONTHS

- Check commercial kitchen stoves, dishwasher, steamer, and misc. appliances
- Check all refrigeration, and clean coils
- Clean filters in hot water heaters on the roof *(in house)*

- Clean exhaust fans *(in house)*

Every Six Months

- Kitchen exhaust hood cleaned and serviced
- Windows cleaned inside and out
- C02 sensors calibrated
- Rainwater holding tanks drained and cleaned
- Clean all AC coils and make up air filters (in house)

Annually

- Check back flow preventers
- Paint parts of the building (in house)

As Needed

- Electrical Systems: Entech Sales and Service is called for security and camera issues
- Small electrical problems, such as fixture repair or lights etc. (in house)
- Airco is called for major HVAC or plumbing repairs
- Design Electric is called for major electrical repairs
- Door and hardware repair (in house)

Contractors

A list of contractors and contracts are kept in the Building Services Manager's office.

Keys

- All requests for keys shall be made through Human Resources
- Only the Building Services Manager may order keys to be remade
- Master copies of all keys are labeled and maintained in a locked cabinet in the Building Services Manager's office

Chemicals

- All chemicals, including cleaning solutions are to remain stored in their original labeled containers at all times in accordance with the instructions and temperature recommendations on the label.
- Chemicals and cleaning solutions are not to be mixed.

- Solutions/chemicals are not to be used for any use, other than that described on the label.
- Accidental hazardous or injurious contact with any chemicals used in the regular cleaning and maintenance of the building or its equipment is responded to immediately.

MSDS Book

- The MSDS for all chemicals purchased for regular use in the building are maintained in a notebook in the 2nd floor Break Room.
- This sheet of information is critical in the effective administration of medical care to anyone who has been hurt by chemical contact.
- A copy of the appropriate page must accompany that person to the emergency room along with emergency personnel.

Fire Exits

- All staff is responsible for learning and knowing where the fire exits and fire extinguishers are located in the building.
- Exit maps are located are by elevators and all interior exit doors.
- Fire exit procedures are outlined in the Safety and Security section of this manual.

Main Power Locations

First Floor:

- The main hub is in the service elevator room – enters via garage.
- Breaker box in garage south wall – blue door in the middle of the garage wall.
- Breaker box by the clinic rear door.

Second Floor:

- Breaker boxes near Conference Room A and by women's bathroom – double blue doors.
- Breaker box in rear of kitchen.

Third Floor:

- Breaker box located in storage room north of elevator.

Energy Management System

- Andover Controls is the energy management system that handles the key cards, lighting and air conditioning.
- System provides information on where alarms are located and when they are triggered.
- Located in Building Services Managers office.
- Manual located in Building Services Manager's office.

KITCHEN AND DINING SERVICES

SAFETY IN THE ARCH KITCHEN

Any person in the kitchen must adhere to the following:

APPROPRIATE ATTIRE

- Safe footwear; no sandals, slip-ons, or open-toed shoes. Rubber soled shoes are best.
- No shorts or sleeveless shirts.
- Sleeves are pulled up to prevent clothing from contaminating the food.
- Long hair is always tied back or contained by a hat while in the kitchen.
- Aprons are provided both to protect clothes and reduce contamination.

PERSONAL HYGIENE

- Anyone who is ill should not be working or volunteering in the kitchen in any capacity that includes handling food. This is important to prevent contamination.
- Wash hands with soap upon arrival at the kitchen.
- Wash hands when switching working from one food product or task to another.
- Wash hands with soap anytime hands become contaminated. For example after sneezing and coughing, or after using the washroom.
- Do not handle food with open sores and cuts; foodservice plastic gloves must be worn.

GUIDELINES FOR CLIENT BEHAVIOR

Clients served in the dining hall must adhere to the following. Clients ***may not***:

- Throw away plates, glasses, or silverware
- Steal food off of the line
- Take cups, saucer, plates, or other ARCH property from the dining hall

- Go through the line more than once.
- Carry food or drinks out of the dining room.
- Use the kitchen elevator without a staff member.

Clients observed breaking rules in the dining hall are asked to leave the shelter and return for staffing procedures, as outlined in the Client Rights and Responsibilities section of this manual.

Community Service/Restitution Volunteers

- ARCH uses community service volunteers referred by the courts in a variety of capacities.
- CSR workers must inform their parole/probation officer or community court prior to performing their community service with the ARCH.
- The CSR worker will meet with the day resource manager or maintenance manager.
- An initial meeting includes a review of court documents and requirements, and checking photo-ID. CSR Worker must be eighteen years of age in order to do community service at the ARCH (no minors). Community service volunteers must follow all of the instructions from the courts as to the terms of their service.
- In addition, they must follow all rules and guidelines that apply to ARCH staff and clients.
- The courts provide a timesheet for CSR volunteer's usage; a copy is kept at the ARCH in a sign in/out log in the bookcase behind the front desk area.

Volunteer Services and Community Relations:

Callers

Contact Community Relations Coordinator at 305-4153.

Donations

- All acceptable donations must be processed through the Resource Desk.
- Donations *not* accepted include cooked/pre-prepared food (unless from authorized church providing sack lunches).
- We refer clothes donations to the Trinity Center.

- Each donor should sign the donation log and include their name, address, zip code and description of item(s) donated.
- Donor Receipts are located on the General Drive.
- It is the responsibility of the Resource Desk staff to present a receipt to each donor.
- Monetary donations should be given to the Executive Director, Community Relations Director, Shelter Director, Day Manager or the acting day manager.
- Please do not slide checks or cash underneath the Community Relations Director's office door.
- Updated lists of acceptable donations can be found on our website or distributed via email.
- Verbal updates will be given at day staff meetings as needed.
- Donations are to be received graciously. Please remember to say "Thank You" and collect all donor information.

Visitors

- Each visitor to the ARCH needs to be greeted and check in at the Front Entry before being directed to the Resource Desk.
- After ascertaining the nature of their visit, the appropriate measure should be taken.
    - If it is an appointment with Front Steps employee or a co-located agency employee, a phone call should be made to that employee alerting them their visitor is in the day room.

Volunteer Services and Community Relations

Volunteers

- Public volunteers seeking information on volunteering should be referred to our website for information, and to complete an on-line application.
- For those callers who do not have access to the Internet, please refer them to the Community Relations office.
- Every potential volunteer must attend an orientation.
- Orientations are scheduled twice a month, the second Tuesday at 2:00 pm and the fourth Saturday at 11:00 am.

- Volunteers are mostly used in the kitchen, computer lab, and assisting Front Steps staff at the Front Desk.
- Other volunteer opportunities are either suggested by a potential volunteer or designed by staff for a specific need. This includes the sorting of donations, working on events, etc.
- Scheduled volunteers are allowed to park in St. David's parking lot during their volunteer service.
- Although volunteers should not have access to keys or key cards, they are welcome to use the bathrooms and break rooms on the second floor co-located agencies area.
- A volunteer schedule is sent out every Friday to the kitchen staff and is also posted on the Day Manager's door.
- If the Community Relations office receives information concerning a volunteer's commitment, that information will be passed on to the appropriate manager.

Media

Media inquiries and calls should be directed to the Community Relations Coordinator 305-4153.

Safety and Security

- Safety and security are the responsibility of all Front Steps employees and clients.
- Everyone needs to be aware of, and participate in, a safe environment.
- Employee and client daily actions- degree of alertness and preparation to act appropriately when needed, will directly affect the level of safety in the shelter building and surrounding property.
- Instructions regarding employee workplace safety are in the employee manual.

Camera Surveillance System

- Non-staff access to the building and movement within the building is controlled at all times.
- The building doors are locked for ingress 24 hours a day. Staff opens doors for clients and visitors either physically or by staff remote release from the security counter post.

- The magnetic lock system for the doors is programmed and monitored by computer.
- The elevator is locked for access of non-staff from 3:00pm – 8:00am. Staffs are issued security access cards by the Maintenance Manager. Loss or theft of a card be reported to the Manager immediately
- Security cameras inside monitor the building and outside at all times. Those images are recorded to video.
- Staff monitor cameras in real-time at the 2nd and 3rd floor work stations

The shelter staff is in immediate communication though the use of walkie-talkies during their shifts to facilitate the speed and the effectiveness of communication in the building.

Front Steps

Fire Safety Procedures

If any staff should see smoke, flames, or smell something burning, **IMMEDIATELY**

A. **ISOLATE** the fire by closing the door, if possible.

B. **ACTIVATE** the fire alarm

C. **BEGIN** evacuation procedures

Evacuation Procedures

A. The operations manager on duty should contact fire department. Provide the department with the address of the building (500 E. 7th), and, if known, which floor is on fire, what area is on fire (north, south, east, west) and what is on fire.

B. Each operations staff on each shift is assigned a door. If the fire alarm goes off, staff should walk to this door and notify clients that they may exit through that particular door. This is especially important if too many clients are trying to exit through one door.

C. Two people on each shift are assigned to help disabled people if necessary. Staff should let managers know immediately if they have a disabled person on their floor.

D. If staff is assigned a door by the stairwell, first touch the door to see if it is hot, if not, then check the stairwell to see if there is too much smoke to use it as an exit. If so, direct clients to another exit. If not, ask client to walk quickly but safely down the stairs. Ask clients to keep to the right side of the stairwell in case fire personnel are coming up the stairs. Keep calm and try to keep clients calm. Remember, the building sprinklers systems make it very, very difficult for a fire to spread rapidly. Securely close the door after everyone has exited.

E. All staff should direct client to the safety zone (the parking lot across Neches Street).

F. Staff should exit to the safety zone after clients have exited.

G. One person on each floor, on each shift, should be assigned the position of Fire Warden. Due to employees rotating between floors, assign the position rather than the individual. (I.e. the person working the soap desk is the fire warden for the second floor, the person working check-in on third floor is fire warden for third floor). Fire wardens have the job of checking the floor for stragglers. For example, check the restroom and make sure clients have left. Staff should help clients when necessary, but not wait for clients who refuse to hurry.

H. The operations manager on duty should interact with the fire department.

Fire Evacuation Plan

Staff duties and responsibilities

Maintaining radio communication is very important during a fire evacuation.

Staff members must familiarize themselves with the location of all exits and the following procedures when stationed at various locations throughout the ARCH.

ARCH STATIONS AND RESPONSIBILITIES

1. **X-Ray Machine:**

a. **<u>During the day</u>**: staff members stationed at x-ray machine will be responsible for evacuating the front porch. All clients will be escorted across the street to the parking lot on Neches street.

b. **<u>During evening intake</u>**: staff members will be responsible for evacuating the "Day Area" of the first floor. This includes the laundry room, locker area, computer room, and men and women restrooms on first floor. The clients will be escorted through the day area exit door to the Front porch, and across the street to the parking lot on Neches Street.

2. **Front Desk:**

a. **<u>During the day</u>:** Staff members stationed at front desk will be responsible for evacuating the "Day Area" of the first floor. This includes the laundry room, locker area, computer room, and men and women restrooms on first floor. The clients will be escorted thru the day area exit door to the front porch across the street to the parking lot on Neches Street.

b. **<u>During the evening:</u>** Because there is no CSS at the front desk during the evening hours, staff members performing client intake will be responsible for evacuating the "Day Area" of the first floor. All clients sleeping on mats will be escorted through the day area exit door to the front porch across the street to the parking lot on Neches Street. The staff member will also check the first floor bathroom and between lockers. *(During the late evening hours, the computer room, laundry room, and the utility room should be locked.)* Additionally, mats must be moved to provide a safe "fire lane" for clients and the AFD upon their arrival.

3. Second Floor (Soap Desk):

a. **<u>During the day</u>**, staff member stationed at soap desk will be responsible for evacuating the men's restroom, women restroom, and all hallways on second floor. The conference rooms and cafeteria must be checked and staff must be notified to evacuate the building. All clients will exit through the stairwell that leads to the garage on the first floor. Clients will be escorted through the garage and out through the exit that goes into alley, through the alley, and across the street to the parking lot on Neches street.

b. **During the evening:** staff member stationed at soap desk will be responsible for evacuating the men's restroom, women restroom, and all hallways on second floor. The conference rooms must also be checked. All clients either eating in the cafeteria during mealtime or sleeping on mats during the late evening will exit through the stairwell that leads to the garage on first floor. The exit door is located next to the rear kitchen door marked "*fire exit only.*" Clients will be escorted down the stairs, out through the exit that goes into alley, and through the alley, across the street, to the parking lot on Neches Street.

4. Third Floor:

a. **During the day**: staff member stationed on third floor will be responsible for evacuating all clients from sleeping area, hallways, restrooms, and patio area. The clients will be escorted across the "catwalk" down the stairs to the alley across the street to the parking lot on Neches Street.

b. **During the evening:** staff member stationed on third floor will be responsible for evacuating all clients from sleeping area, hallways, restrooms, and patio area. The clients will be escorted across the "catwalk," down the stairs to the alley, across the street to the parking lot on Neches Street.

The following procedures will explain how we assist disabled clients on all three floors:

During the day:

The shelter managers or co-manager(s) will oversee the safe evacuation of clients and staff. Additionally, an important role is communicating with AFD, Park Police and APD. The manager/co-manager on duty will direct all staff members who are not assigned to a station or floor, to assist with the evacuation in any capacity needed.

Also, the day resource manager or the Operations Manager will assign maintenance crew staff, (2) to help evacuate disabled clients and staff members from the second and third floors. The day manager/ co-manager are to be mindful of CSS breaks and lunch so staff can be coordinated accordingly. As always, communication is essential.

During the evening:

The night manager will oversee the safe evacuation of clients and staff. Additionally, an important role is communicating with AFD, Park Police and APD. The night manager on duty

will direct all staff members not assigned to a station or floor to assist with the evacuation in any capacity needed. The evening shift differs during client intake and during sleeping hours. The night manager is to be mindful of CSS breaks and lunch, and coordinate staff accordingly. As always, communication is essential.

Typical Shift Coverage at the ARCH

During the Day shift:

1. The three CSS at the front desk will:

a. *CSS #1- Assume front desk responsibilities*

b. CSS #2- *Assist as instructed by manager/co-manager*

c. CSS #3- *Assist as instructed by manager/co-manager*

2. The two CSS at the x-ray machine will:

a. *CSS #1- Assume x-ray machine responsibilities*

b. *CSS #2- Assist as instructed by manager/co-manager*

3. The CSS at the soap desk will:

a. *Assume soap desk responsibilities*

b. *Direct maintenance crew to assist with handicap evacuation*

4. The CSS on the third floor will:

a. *Assume third floor responsibilities*

b. *Direct maintenance crew to assist with handicap evacuation*

5. The manager/co-manager on duty will:

a. *Direct staff where needed and communicate with AFD, Park Police, and APD.*

During the evening shift:

1. The two CSS at the x-ray machine and intake will:

a. *Assume x-ray machine responsibilities and front desk responsibilities*

2. The CSS at the soap desk will:

a. *Assume soap desk responsibilities*

3. The CSS at the elevator/hallway will:

a. *Evacuate the cafeteria*

4. The CSS on the third floor will:

a. Assume third floor responsibilities

5. The night manager on duty will:

a. Assist with disabled clients

b. Use maintenance staff available when available

Severe Weather

- If the staff notices that threatening weather may present a danger, they should notify the Manager present.
- The most common threatening weather events in the Austin area are ice and tornados.
- The Shelter Manager will seek updated weather information immediately, and will notify the staff of any weather warnings or watches in effect.
- A decision to send employees home or have them remain in the building will depend on such factors as the severity, nature, and duration of the storm, along with traffic conditions. This decision is at the sole discretion of the Executive Director.

Emergency Medical Procedures and Universal Precautions

In the event of a medical crisis:

- Approach the injured or ill individual and assess his ability to communicate with you
- Ask him/her what happened. Observe the situation closely; have they been injured? Are they incapacitated? If on-lookers are nearby, instruct them to help (by moving back, by bringing a first aid kit, by calling 911, etc.)
- Do not touch or move injured people. If there is blood present, wear rubber gloves.
- If anyone thinks there is any reason to call 911; DO IT,
- If the clinic is open, locate medical assistance immediately.
- If staff is not clear about the need for EMS, ask the injured person. If they are not sure, call 911. If there is any question as to whether or not EMS should be called, contact the M.O.D. immediately.

- If someone in a medical crisis declines EMS services, the Manager on Duty needs to be informed of the fact.

If an accident on site caused the crises, take time after everything is resolved to go see what caused the problem and fix it. (For example, someone tripped over something – move it/ someone slipped on a wet floor – mop and set up a wet floor sign).

Tuberculosis (TB)

- Shelters present an environment where TB may be transmitted at an increased rate.
- Persons with active disease may expose others, some of who may be more susceptible to contracting TB because of other heath issues.
- TB is transmitted by airborne particles. When someone with active TB coughs or sneezes and someone susceptible inhales the particles, they are exposed.
- Infection occurs after prolonged exposure to someone who has the infectious form of TB.
- (A person has a 50% chance of becoming infected if they spend 8 hours a day for 6 months with a person with an active form of TB).
- The main goal is to prevent the spread of TB by detecting it early and securing prompt treatment for persons who have TB.

TB Regulations for Staff

- Staff is required to have a TB skin test annually with results on file with Front Steps.

TB Regulations for Clients

- Clients using the sleep areas are required to show a TB clearance as the result of a TB skin test within 7 calendar days of the first day of program participation.
- There are no exceptions to this policy.
- Day shelter staff members are to keep that information updated on the day sleep register form.

- Night shelter staff members are to keep copies of client documentation on file.

Safety and Security

General Client Health Issues

Health Issues in the Homeless

Creating healthy environment can be a challenge in Placement of first aid kits

First aid kits, for the use by the staff for minor injuries are located in the following places:

- Front counter
- Soap Desk
- Third floor manager's office

Placement of AED Units:

- First floor- walled next to clinic
- Second floor- walled next to soap desk
- Third floor- walled next to elevator
- When not in the shelter, shelter clients are exposed to a wide variety of airborne and surface borne viruses and bacteria.
- The death rate of homeless people is almost four times greater than that of the general population, and homeless people are at an increased risk of dying prematurely.
- Homeless people are more susceptible to illness and trauma, exposure, poor nutrition and poor personal hygiene.
- It is estimated that 23% of the homeless are mentally ill.

Staff Health and Illness Prevention

- Hand washing is the single best method for the prevention of spreading contagious diseases.
- Staff is encouraged to keep their hands clean. It is recommended that staff wash their hands when changing job shift positions, before and after using the bathroom, when moving from one area of the building to another, or when coming into close physical contact with clients.
- Hand washing should be preformed in ways that are not insulting or embarrassing for clients.
- Staff must wear latex gloves while going through clients' belongings for any reason, or while cleaning areas where clients sleep or bathe.

- A 10% bleach solution is an excellent germ-killing agent for hard surfaces including concrete, plastic, and metal.
- Staff is encouraged to wipe down hard surfaces such as counter tops, tabletops, phones, keyboards, door knobs, and chairs, on the regular basis.
- Antibacterial gel or Hand Sanitizer is available for use for frequent hand cleaning. This is also an effective tool in the prevention of spreading disease.
- Staff is discouraged from accepting or sharing food/drink with clients.

Calling Police for Assistance

- Any situation should be fully assessed by the staff on duty before calling the police.
- If staff alone is unable to get the person or persons causing the disturbance to leave the area and, if the threat of violence continues, the police should then be called.
- Call dispatch and give name, location and type of situation that is occurring.
- If safety is not jeopardized, a staff person should meet the police when they arrive and tell them what has taken place.
- IF A WEAPON IS INVOLVED, CALL THE POLICE IMMEDIATELY (911) AND INFORM THEM OF THIS FACT. (The police will respond faster if a weapon is involved.)

Calling the Paramedics (EMS)

- Call EMS if it is obvious that a person is in immediate need of emergency care.
- If there is a question as to whether or not EMS should be called, please consult the manager-on-duty.
- If there is any question about a person's condition, get as much information from the person as possible.
- After staff has asked the client all necessary questions, an emergency room can be called. Speaking with a nurse can help determine the seriousness of a client's condition.
- Do remember that it is always better to err on the side of calling the paramedics, than to not call and run the risk of endangering the guest's life.
- The staff members of Front Steps are not medical experts and should not attempt to diagnose any medical problem.

- If the guest claims to need immediate attention, take his/her word for it.

Drug and Alcohol Testing

- If overnight staff report strong suspicion that a client is drinking, or if case manager suspects this for other concrete reasons, the client may be asked to take a breathalyzer test when they come into overnight shelter.
- Overnight Staff will administer the Breathalyzer test.
- Although occasional drinking does not necessarily imply a drinking problem, case management reservation clients are expected to arrive at the shelter with a blood alcohol level below the legally intoxicated level.
- Similarly, if the case manager has substantial reason to suspect the use of illegal drugs by a client (e.g., failure to save money as planned, unexplained missed nights, erratic behavior), s/he may ask the client to take a drug screen.
- There is no cost to the client for either of these tests. Tests are voluntary, but failure to take the test may result in loss of reservation. Clients who fail either test will have the opportunity to meet with their case manager to develop a plan to address their substance use/abuse. Continued use of substances will result in loss of reservation.

ARCH Staff Responsibilities and Expectations

- All ARCH shelter staff adheres to documented procedures and guidelines.
- New staff members will attend a *new employee orientation.*
- New employees will meet with the Human Resources staff to review the agency's services, the employee manual, and insurance benefits.
- The supervisor is responsible for on the job training and orientation of specific job duties and responsibilities.
- All shelter staffs are expected to interact with clients in a way that conveys respect and supports a peaceful atmosphere in the shelter.

Appropriate Attire for Work in the Shelter Environment

- Staff is expected to maintain modest, casual dress while at work.

DRESS CONSIDERED INAPPROPRIATE:

- Torn or ripped items of clothing
- Cut-offs shorts, pants, shirts
- Revealing garments
- Clothing that advertises inappropriately.

- Closed toed shoes are to be worn, rubber soled shoes are best.
- Staff dressed inappropriately will be asked to change.

Employee Storage for Personal Items:

- Staff is encouraged not to bring personal valuables into the shelter area.
- Outside lockers are available for staff to store personal belonging.
- Staff must supply a lock for the locker upon assignment.
- Locker assignment may be based on availability.

Staff Break Room Use

- The staff break room is limited to use by Front Steps and co-located agency staff.
- Due to the nature of confidentiality and the presence of clients in the second floor cubicles, it is better not to discuss clients in the break room.

Staff Client Relationships

- There is specific information about conflict of interest situations in the employee manual which employees are expected to know and understand.
- If an employee knows or is related to a shelter client, they must notify their supervisor immediately. (This is in the best interest of the client, employee and the organization.)
- Staff is expected to be courteous, polite, and respectful toward clients at all times, regardless of the situation.
- Professional, formal relationships with clients are the norm.

- Overly familiar or personal relationships with clients are inappropriate.
- Staff will not accept gifts from clients.
- Staff will not give personal gifts to clients.
- Staff will not give out personal information to, or affiliate with Front Steps clients, (in any regard) until six months has passed since all termination of services.

Confidentiality

- Clients' identifying information cannot be shared outside of the program.
- Specific information about confidentiality can be found in the Front Steps Employee manual.
- Staff is expected to know, understand and uphold the Front Steps Employee Manual's confidentiality policy instructions, at all times.
- Informal conversations about clients are held on the regular basis, privately, between staff members. (Such conversations may involve strategies to manage behaviors, tips for handling difficult clients, etc.)
- Conversations about clients must be held behind closed doors and not in the day room, at any time.
- Information about clients' services, client behavior, or any other client information that is learned through employment at Front Steps, WILL NOT be shared in a personal context (such as with family, friends, or acquaintances.)

External Request for Client Information:

- Information is never released about whether an individual is or is not a Front Steps client, has contacted the program, or has used services in the past.
- Information regarding a client's affiliation with Front Steps cannot be released without the authorization of the Executive Director.
- Employees are to remind clients that if they give out the main phone number, the staff cannot "confirm or deny" their status as a client, their presence in the building, or past contact with the program.

- Client information is never given to persons claiming to be clients over the phone, including information about mail.
- Clients may provide notarized written permission for someone else to pick up their mail or messages.

- When someone who is given notarized written permission is picking up someone else's mail, ID must be shown, and a copy of ID placed on the permission Paper or form and copy made and placed in the permission log. This log located is at the front desk.

Sharing of Client Information Internally

- Information about the clients is often and regularly shared between staff.
- Information will not be given to clients about other clients, by the staff.
- Extended conversations about clients in open general use areas are to be avoided.

Inter-agency Sharing of Information

- Limited sharing of personal information about the residents should be given between agency programs or with staff from co-located agencies, unless both are currently working with that client.
- If the client poses a threat to him/herself or others, exceptions can be made.
- Having *"consent to release"* information is preferred in all cases except for emergencies.

Contact with Press or Media

- Any contact with the press or media needs to be immediately and politely referred to the administration.
- Interviews or information will not be given to the media without prior administrative approval.
- Media may not be on the property at any time, unless accompanied by a staff person, and with prior administrative approval.

- No film may be taken of clients or their belongings without written authorized consent of the client.

- No interviews are granted with current clients without written authorized consent of the client.

Staffs Phone Etiquette

- All calls to the ARCH should be answered, "Thank you for the calling the ARCH, how may I help you?"
- A courteous phone demeanor is expected at all times. Staff is expected to be conscientious of how they are representing the organization.

Use of company van:

- Staff with approved driving record checks and company auto insurance coverage on file, may use the agency vehicle(s) for agency business, when approved.
- The van must be reserved prior to use. Reservations are recorded in the logbook located in the bookcase behind the front desk area.
- The sign-in/sign-out mileage log in the van must be completed for every trip.

Purchasing and Requests for Reimbursement:

- Basic office supplies are ordered on a regular basis and kept in the copy room for the staff's use.
- The Program Manager monitors the use of office supplies and submits orders.
- Prior to the submission of an order, an email is sent to program managers to gather information about special needs for supplies.
- Basic janitorial and office equipment supplies are ordered on a regular basis and kept in stock.
- Requests for supply needs can be submitted to the Maintenance Manager.

Purchasing and Check Requests Procedures:

- A check request should be completed and forwarded with any order form or other documentation (receipts) to the Executive Director for approval. This includes any requests for reimbursement (i.e. training, emergency supplies for ARCH, TB tests, Flu shots, etc.).
- Approved check requests should be sent to the Finance Manager for payment.
- In the absence of backup materials, receipts for the purchase must be provided to the Finance Manager for attachment to the check request within two weeks from the check date.
- The Finance Manager will double-check all reimbursement requests against receipts provided and run a calculator tape which will be attached to the reimbursement form.

CLOSING THE KITCHEN

- Complete the Closing Checklist provided by the Kitchen Manager.
- Staff will ensure that all equipment is turned off and/or locked
- Linens should be put in the laundry
- Dishes and kitchen utensils are cleaned and put away
- Trash is disposed of properly
- Kitchen and dining room must be cleaned according to Health Department and ARCH standards as directed

Anti-Fraud Policy

Purpose:

The purpose of this policy is to provide guidelines for the prevention, deterrence, and detection of fraud. Administration and staff will be responsible for creating a positive workplace environment ensuring a culture of honesty and ethical behavior to enhance Front Step's ability to protect its assets, operations, and reputation.

Scope:

This policy applies to any fraud, or suspected fraud, involving employees, consultants, vendors, contractors, and/or any other party with a business relationship. All employees are responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Each administrator shall be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of fraud.

Any fraud that is detected or suspected must be reported immediately to the Executive Director, who shall coordinate all investigations. All employees will be held accountable to act within the organization's code of conduct.

Actions Constituting Fraud:

Fraud is defined as the intentional false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Examples of fraud refer to, but are not limited to:

1) Any dishonest or fraudulent act
2) Impropriety in the handling or reporting of money or financial transactions
3) Forgery or alteration of any document or account belonging to Front Steps (checks, timesheets, invoices, contractor agreements, bid documents, purchase orders, electronic files, and other financial documents)
4) Forgery or alteration of a check, bank draft, or any other financial document
5) Financial report misrepresentation
6) Misappropriation of funds, securities, supplies, inventory, or any other asset including furniture, computers, fixtures or equipment)
7) Authorizing or receiving payments for hours not worked
8) Disclosing confidential and proprietary information to outside parties
9) Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to Front Steps that may be construed to be an attempt to influence the performance of an employee's official duty in the scope of employment with Front Steps
10) Destruction, removal, or inappropriate use of records, furniture, fixtures and equipment
11) Any similar or related irregularity

Questions as to whether an action constitutes fraud should be referred to Front Steps management for clarification.

Reporting Fraud:

Front Steps expects employees and others with serious concerns about any aspect of Front Steps ongoing operations to come forward and voice those concerns. Concerns should be reported in writing. The practice encourages individuals to put their names to allegations, but is not a requirement. If an allegation is made in good faith, but is not corroborated by the investigation, no action will be taken against the originator of the allegation. If individuals make malicious allegations, disciplinary action may be considered against that individual.

Individuals can also call the Executive Director directly.

Front Steps realizes that the originator of the complaint needs to be assured that the matter has been properly addressed. To help with this, whenever appropriate, and subject to legal constraints, the originator of the complaint will receive information about the outcome of any investigation.

Investigation Responsibilities:

The Executive Director shall have the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. Any employee who suspects dishonest or fraudulent activity must notify the Executive Director immediately. An employee shall not attempt to personally conduct investigations and shall not contact the suspected individual in an effort to determine facts of demand restitution.

Upon completion of its investigation, the Executive Director shall submit a report detailing its findings to the Board President, and to other Board of Trustee members, as appropriate. The Executive Director's report may contain a recommendation to refer the matter to the appropriate law enforcement and/or regulatory agencies for independent investigation. The decision to make any such referral shall be made by the Executive Director, or the Board of Trustees, in conjunction with legal counsel.

Confidentiality:

The Executive Director shall treat as confidential all reports of suspected fraud or irregularities and all information obtained through an investigation. Front Steps will attempt to protect an individual's identity if they report a concern and do not want their name disclosed. The investigation process, however, may reveal the source of the information, and/or a statement by the individual may be required as part of the evidence. Front Steps will not tolerate harassment or victimization and will take action to protect those who raise a concern in good faith.

Investigation results shall not be disclosed or discussed with anyone other than those who have a legitimate need to know. All inquiries concerning the activity under investigation from the suspected individual, his attorney or representative, or any other inquirer should be directed to the Executive Director.

Authorization:

In the course of an investigation of suspected fraud, with proper notification of the appropriate level of management and in the presence of the appropriate administrator, the Executive Director shall have the authority to examine, copy, and/pr remove all documents electronic data, files, tapes, disks, computers, and other equipment and storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is the scope of the investigation

Consequences:

In the event an employee is found to be engaging in or to have been engaged in fraudulent acts, or failed to report fraudulent acts, he/she will be subject to disciplinary action, which could include termination. Based on the seriousness of the offense, the results may be referred to the appropriate law enforcement and/or regulatory agencies.

ARCH JOB STATIONS:

Security Counter:

- Release the door for incoming persons
- Enter client information into Service Point database
- Request new clients complete Service Point new client information sheet (universal data elements) and *Homeless Verification form*
- For all clients – run all bags/satchels/purses/etc through x-ray machine
- Check-in and tag all weapons
- Direct clients to empty pocket contents into baskets for processing
- Use hand security wand to scan for weapons on person.
- Insure that all clients pass through the metal detector upon entry
- Direct visitors or new clients to the front counter
- Monitor clients' behavior
- Insure client eligibility to be in the building

Front Counter (Go Desk):

- Provide information and referral to walk-in or call-in clients
- Copy, fax for clients
- Supervise client phones
- Provide client access to mail, meds, and packages
- Provide client access to sign up for on-site services
- Monitor clients' behavior in the lobby, laundry, and locker areas
- Distribute laundry soap at front desk
- Manage the wait list for the day
- Take abandoned clothing from washer or dryer
- Make sure all clothing are washed before drying

Soap Desk:

- Distribute hygiene items
- Monitor clients' behavior

- Insure that clients seeking day sleep actually take a shower

Dormitory:

- Manage day sleep bed assignment
- Monitor medical bed-rest clients
- Insure clients have taken a shower prior to sleeping
- Make sure noise is kept at a minimum
- Enter clients into Service Point (HMIS) database
- Check clients in and insure that clients are eligible for sleep privileges
- Monitor clients' behavior, hallways, bathroom, and security cameras

Custodians:

- General scheduled office cleaning; including restrooms
- General public area cleaning; including restrooms
- Trash removal
- Building cleaning duties: mopping, vacuuming, hosing down the sidewalks

Clients Rights, Responsibilities and Rules

The ARCH invites clients to cooperate with the project staff and with each other to create a respectful and positive environment within the building and the surrounding community at all times. The ARCH reserves the right to decline service to clients unable or unwilling to manage their behavior in accordance with the goals of the project and rules outlined below.

Clients Rights

- All clients may receive services without regard to race, religion, sex, ethnicity, nationality, age, sexual orientation or disability.

- All clients have the right to be served in a clean and humane environment in which they are protected from harm, and are treated with respect and dignity. Respect and dignity includes freedom from physical, verbal and sexual abuse, exploitation, or other mistreatment.
- All clients have the right to be informed of the rules and regulations related to particular services.
- All clients have the right to initiate a complaint regarding service, and to be informed of the grievance procedure.
- Front Steps maintains a policy of respect for all people, including transgender people. Our policy is to respect the gender of each person as they self-identify it.

Clients Responsibilities

In addition to obeying the laws of the City of Austin and the State of Texas, clients obtaining services at the ARCH are required to adhere to the following rules:

- Pass through security check at entrance (metal detector and/or hand wand)
- Submit name (and date of birth, if necessary)
- Pass all bags and other property through x-ray machine
- Complete *new client forms*, if a first time visitor.
- Check message boards
- Be courteous to others while at the ARCH
- Phone calls are limited to 5 minutes
- Shirts must be worn at all times. No swimsuits, sleepwear, underwear or anything not manufactured as clothing may be worn as outer-clothing
- Participate in keeping the ARCH clean
- Refrain from using abusive or foul language and gestures
- No threats of violent behavior to other clients or staff
- Theft or extortion of goods of services is not allowed.
- Clients may not offer for resale any items or services provided by Front Steps
- No panhandling on the property or surrounding property
- Clients may not leave belongings unattended. Front Steps is not responsible for lost or stolen articles

- Smoking is only allowed in designated areas.
- Alcohol and drug use will not be tolerated on the ARCH premises or on surrounding property
- Clients shall not gamble or engage in any illegal activity
- No weapons are allowed. All weapons must be tagged and stored at x-ray machine
- Clients must follow directives provided by Front Steps staff

**Failure to adhere to these rules may result in a suspension or termination of services.*

Client Rules Violations, Enforcement and Consequences

- Staff is expected to know, understand and enforce shelter and program specific rules.
- Staff can directly impact the climate of the Day Room and the front porch by providing a consistent, calm and alert presence.
- Staff can reduce the occurrence of client rules violations by defusing tension when it arises, using humor and kindness to alleviate stress, and intervening in conversations or interactions that are getting loud.

Staffing Client Rule Violations

- "Staffing" to review client rules violations are held at 10a.m, Monday through Friday, by the Day Shelter Staff. Clients must be here before 10a.m.
- Clients are present during the staffing of situations involving them.
- Mediation, conflict resolution, and the fairness and appropriateness of consequences, are some of the tools used to resolve situations.
- All client conflict situations are referred to the Day Shelter Manager and co-manager for staffing.

Rule Violations are addressed by:

- Verbal reminders and instructions, including clear explanations of consequences

- Mediation between clients to resolve momentary disputes and encourage a peaceful atmosphere, where both clients can remain
- Directing clients to temporarily leave the area or the building for the rest of the day as a "cooling off" tactic
- Directing clients to leave the building and the area until staffing. At the staffing, staff will work with the client to resolve the problem, and/or establish consequences for rule violations.
- Clients asked to leave during the night shelter program are staffed at the morning staffing 24 hours after the incident (not the staffing the following day). To put a client on the suspension list, highlight the clients name in blue for staffing, and yellow for suspension or CTW.

Aggressive Behavior by Clients

- If a client presents a danger to himself or others, the police will be called.
- If a client is causing a disturbance, but not presenting a danger to him/her or others, staff will use conflict management and other techniques to defuse the situation. This includes calling the police, and is not limited to the items listed above.
- If a client is judged to be causing an undue disruption of shelter operation; they may be instructed to leave the facility and asked to not return until after a review of the incident, at staffing the next day.
- Physical violence and/or serious threats may result in immediate arrest and/or service of a Criminal Trespass Warning (CTW) by the police.
- Staff is expected not to antagonize or threaten clients verbally or physically.
- Staff will not stand between clients who are arguing or otherwise in a conflict.
- Staff should not touch or physically restrain clients when they are fighting or upset.
- Employees who observe rule violations must document the incidents through completion and the submittal of an incident report. Forms are located in the file cabinet under the front counter.
- The written description of the incident should be factual, thorough, specific, using actual quotes and good descriptions. Incident reports should be accurate and legible. New incident reports are seen and reviewed daily by the Resource Center Manager and the Shelter Director.

- If a client is on the suspension list and arrives at the shelter, they are to be turned away for services and either…

a) told to come to the next staffing to address the reasons they were suspended, or

b) be informed of the date on which they may return to the shelter for services

- Outcomes and decisions of staffing are documented on the client incident report sheet. Employees other than the Day Resource Center manager are asked to leave blank the section marked "Action Taken."
- Clients who are asked to leave are placed on the suspension list where it is indicated whether or not his or her situation has been staffed or is awaiting staffing. The result of client staffing must be updated in Service Point and Excel attendance log.

Client Suspension Practices:

Client Action & Behavior	Consequence
• Physical violence or intimidation	3 – 6 months
CTW possible= 1 year	
• Violence with a weapon	CTW= 1 year
• Verbal threats	1 week – 1 month
CTW possible= 1 year	
• Drinking/Illegal Drug use	1st offense= 1 month
	2nd offense= 3 months
• Trashing/Littering	1st offense= 1 month
	2nd offense= 3 weeks

• Swearing, cursing, yelling	1 – 2 weeks
• Swearing, cursing, yelling toward staff	1 – 2 weeks
• Rule violations	Case by case
• Refusing to follow staff instructions	Case by case

Criminal Trespass Warning (CTW)

- Only police can serve a CTW.
- Once a CTW has been served on a client, it is a criminal offense for the client to be on the property, until the CTW has expired (generally one year)
- In the event of a client receiving a CTW, who is currently using locker services, the locker is to be vacated immediately.
- In the event of a client using mail services, that client has 30 days from the date of issue to effect a change of address.
- After 30 days, any mail received will be returned to sender.
- This information is given to clients at the time of CTW service.
- When a CTW has expired, (after 1 year) an individual may begin to receive services at the ARCH. This is only after they have made an appointment to attend a Tuesday staffing at 1:00pm to review the CTW and discuss appropriate behavioral expectations.
- At the meeting, staff will notify the individual if they may resume using ARCH services at that time.

On Site Law Enforcement Issues:

- There is a strong police presence at the ARCH from early morning until early evening.
- Staff and clients are expected to be respectful and courteous in their interactions with the police.

- In incidents with clients involving physical violence – police need to be involved.
- ARCH staff handles all other client behavior management issues in-house.
- Any staff person can ask the police to get involved if a client situation gets out of hand.
- Police support or intervention is the last resort for resolving a situation.

Unusual Situations:

PES (Psychiatric Emergency Services)

- The services of the mental health deputies can most effectively be accessed through police officers responding to a 911 call.
- PES is available 24/7 and can be accessed by calling (512) 454-3521.
- In case of a mental illness crisis on site, staff can seek assistance for clients through PES.
- Monday – Friday between the hours of 8:00am and 5:00pm local PES offices are open for emergency psychiatric crisis evaluation
- When a behavioral crisis in the shelter is judged to be the result of a mental illness, normal means of calming and resolving the situation are used.
- If the client is known to be a co-client of ACCESS, notify the ACCESS staff for assistance.
- After hours when ACCESS staff cannot be reached, and it is judged that the client requires emergency mental health care; call the police. If a client threatens him/herself or others calling the police is warranted.
- The police can activate mental health deputies to come and do an emergency evaluation on site.

Adult and Child Protection Services

- It is the policy and regular practice of Front Steps to report all known or suspected abuse of children, the elderly, or person with disabilities.
- Staff members are responsible for reporting known or suspected abuse of children, elderly persons or persons with disabilities abuse by state law.

- The phone number for Texas Department of Family and Protective Services is 1-800-252-5400.
- An abuse report requires the name and location of the victim.
- If abuse is suspected, assistance with an abuse report can be obtained from any of the Shelter managers or Director.
- The reporting of known abuse is a priority.
- This task should be completed and documented within 24 hours.

Serving Clients who are Deaf or Hearing Impaired

- Staff must provide reasonable accommodation for clients who are deaf or hard of hearing.
- Indicating to a client that you will use writing communication may be sufficient for many activities at the ARCH.
- Using descriptive actions may be necessary in the moment, to fully convey information.
- But, a registered interpreter for the deaf should be hired and scheduled to facilitate communication in the following types of situations:
  - a deaf client requests help with communication
  - a deaf client cannot read
  - a formal meeting is taking place with a deaf client – i.e. the first case management meeting
  - situations regarding a termination of services
- Resources for working with deaf clients:
  - Relay Texas: 1 – 800 – 735 – 2989
  - TDD phone relay service. Voice relay service operators relay conversation between people with speech and/or hearing impediments. Handles local and long distance calls.
  - Travis County Services for the Deaf: 854-9205 (Sign Language interpreters, information and referrals, TTY services, Case Management and advocacy, Message center, and closed-captioned movies)

Complaint and Grievance Procedures

- Staff Grievance procedures are described fully in the employee manual.
- Client grievance processes and procedures are outlined in greater detail in the Employee Manual, and on the client grievance form document.

Clients may appeal or object to decisions or consequences administered by the staff by doing the following:

- Request a meeting with one of the Managers and try to resolve the issue(s)
- If the issue(s) is not resolved, the client can file a written complaint using a client grievance form – located at the front counter – and submit it to the Shelter Director
- The Shelter Director will address the complaint within 10 business days and will communicate the resolution directly to the client in person
- If the issue(s) is not resolved, the client can submit a written complaint using a client grievance form and submit it to the Executive Director. The ED will address the complaint within 10 business days and communicate the resolution to the client in writing
- If the issue(s) is not resolved, the client can submit a written complaint using a client grievance form to the Program Committee of the Board of Directors. The Board Committee will address the issue(s) within 45 business days and communicate the decision of the Committee to the client in writing. The decision of the Board Committee is final.

A client must participate in the grievance procedure in the order prescribed by the procedure, and cannot take a formal complaint directly to the Shelter Director, Executive Director or Board.

GRADE BASED ON OVERALL PERCENTAGE:	Acceptable
	98.29%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	35041	34967	197	76	99.79%	29
Name Data Quality*	All	35041	34978	0	6	99.82%	1
Date of Birth*	All	35041	34901	3	5	99.60%	5
Race*	All	35041	34969	49	54	99.79%	27
Ethnicity*	All	35041	34968	10	81	99.79%	24
Gender*	All	35041	34996	2	4	99.87%	8
Veteran Status*	Adults	35021	34962	15	20	99.83%	20
Disabling Condition*	All	35041	34805	32	21	99.33%	128
Alcohol Abuse	All	35041	33888	22	20	96.71%	477
Drug Abuse	All	35041	33989	28	19	97.00%	486
Both Alcohol & Drug Abuse	All	35041	33593	15	19	95.87%	472
Chronic Health Condition	All	35041	33634	9	19	95.98%	460
Developmental	All	35041	33927	13	19	96.82%	469
HIV/AIDS	All	35041	33939	10	20	96.86%	464
Mental Health Problem	All	35041	33519	72	19	95.66%	447
Physical	All	35041	33573	16	17	95.81%	459
Residence Prior to Program Entry*	Adults & HoH	35027	34739	0	0	99.18%	177
Length of Stay at Prior Residence	Adults & HoH	35027	34743	0	0	99.19%	178
Relationship to Head of Household*	All	35041	34849	0	0	99.45%	0
Client Location*	All	35041	34855	N/A	N/A	99.47%	N/A
Domestic Violence	Adults & HoH	35027	34450	89	12	98.35%	297

* = HUD Universal Data Elements

FY 2017 (2016-2017)

316

Front Steps - Case Management(3402)

GRADE BASED ON OVERALL PERCENTAGE:	Excellent
	99.80%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	279	279	0	0	100.00%	0
Name Data Quality*	All	279	279	0	0	100.00%	0
Date of Birth*	All	279	279	0	0	100.00%	0
Race*	All	279	279	0	0	100.00%	0
Ethnicity*	All	279	279	0	0	100.00%	0
Gender*	All	279	279	0	0	100.00%	0
Veteran Status*	Adults	278	278	0	0	100.00%	0
Disabling Condition*	All	279	279	0	0	100.00%	0
Alcohol Abuse	All	279	278	0	0	99.64%	0
Drug Abuse	All	279	279	0	0	100.00%	0
Both Alc & Drug Abuse	All	279	276	0	0	98.92%	0
Chronic Health Condition	All	279	278	0	0	99.64%	0
Developmental	All	279	278	0	0	99.64%	0
HIV/AIDS	All	279	278	0	0	99.64%	0
Mental Health Problem	All	279	277	0	0	99.28%	0
Physical	All	279	276	0	0	98.92%	0
Residence Prior to Program Entry*	Adults & HoH	278	278	0	0	100.00%	0
Length of Stay at Prior Residence	Adults & HoH	278	278	0	0	100.00%	0

Relationship to Head of Household*	All	279	279	0	0	100.00%	0
Client Location*	All	279	279	N/A	N/A	100.00%	N/A
Domestic Violence	Adults & HoH	278	278	0	0	100.00%	0

* = HUD Universal Data Elements

Front Steps - Day Resource Registry(2792)

GRADE BASED ON OVERALL PERCENTAGE:	Unacceptable
	94.88%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	6696	6637	103	59	99.12%	21
Name Data Quality*	All	6696	6650	0	5	99.31%	1
Date of Birth*	All	6696	6583	2	5	98.31%	4
Race*	All	6696	6639	23	33	99.15%	18
Ethnicity*	All	6696	6633	7	9	99.06%	20
Gender*	All	6696	6658	1	4	99.43%	6
Veteran Status*	Adults	6679	6628	12	17	99.24%	16
Disabling Condition*	All	6696	6530	25	19	97.52%	91
Alcohol Abuse	All	6696	6004	18	11	89.67%	336
Drug Abuse	All	6696	5982	17	10	89.34%	338
Both Alc & Drug Abuse	All	6696	5992	12	10	89.49%	337
Chronic Health Condition	All	6696	6000	6	10	89.61%	325
Developmental	All	6696	5988	9	10	89.43%	333

HIV/AIDS	All	6696	5994	7	11	89.52%	331
Mental Health Problem	All	6696	6046	47	10	90.29%	317
Physical	All	6696	5972	15	8	89.19%	320
Residence Prior to Program Entry*	Adults & HoH	6685	6486	22	15	97.02%	121
Length of Stay at Prior Residence	Adults & HoH	6685	6495	28	16	97.16%	117
Relationship to Head of Household*	All	6696	6556	0	0	97.91%	0
Client Location*	All	6696	6556	N/A	N/A	97.97%	N/A
Domestic Violence	Adults & HoH	6685	6343	67	12	94.88%	156

* = HUD Universal Data Elements

Front Steps - Day Sleep Program(9159)

GRADE BASED ON OVERALL PERCENTAGE:	Excellent
	99.37%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	25812	25809	66	3	99.99%	0
Name Data Quality*	All	25812	25805	0	1	99.97%	0
Date of Birth*	All	25812	25802	0	0	99.96%	0
Race*	All	25812	25808	11	11	99.98%	0
Ethnicity*	All	25812	25808	0	68	99.98%	0
Gender*	All	25812	25809	0	0	99.99%	0
Veteran Status*	Adults	25810	25807	0	1	99.99%	0
Disabling Condition*	All	25812	25789	0	0	99.91%	13

Alcohol Abuse	All	25812	25549	1	8	98.98%	76
Drug Abuse	All	25812	25673	5	8	99.46%	83
Both Alc & Drug Abuse	All	25812	25276	0	8	97.92%	75
Chronic Health Condition	All	25812	25285	0	8	97.96%	74
Developmental	All	25812	25600	0	8	99.18%	76
HIV/AIDS	All	25812	25609	0	8	99.21%	75
Mental Health Problem	All	25812	25116	10	8	97.30%	74
Physical	All	25812	25256	0	8	97.85%	79
Residence Prior to Program Entry*	Adults & HoH	25810	25783	1	1	99.90%	18
Length of Stay at Prior Residence	Adults & HoH	25810	25781	3	0	99.89%	20
Relationship to Head of Household*	All	25812	25792	0	0	99.92%	0
Client Location*	All	25812	25792	N/A	N/A	99.93%	N/A
Domestic Violence	Adults & HoH	25810	25689	12	0	99.53%	92

* = HUD Universal Data Elements

Front Steps - Daytime Mail(9342)

GRADE BASED ON OVERALL PERCENTAGE:	Excellent
	100.00%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	1	1	0	0	100.00%	0
Name Data Quality*	All	1	1	0	0	100.00%	0
Date of Birth*	All	1	1	0	0	100.00%	0

Race*	All	1	1	0	0	100.00%	0
Ethnicity*	All	1	1	0	0	100.00%	0
Gender*	All	1	1	0	0	100.00%	0
Veteran Status*	Adults	1	1	0	0	100.00%	0
Disabling Condition*	All	1	1	0	0	100.00%	0
Alcohol Abuse	All	1	1	0	0	100.00%	0
Drug Abuse	All	1	1	0	0	100.00%	0
Both Alc & Drug Abuse	All	1	1	0	0	100.00%	0
Chronic Health Condition	All	1	1	0	0	100.00%	0
Developmental	All	1	1	0	0	100.00%	0
HIV/AIDS	All	1	1	0	0	100.00%	0
Mental Health Problem	All	1	1	0	0	100.00%	0
Physical	All	1	1	0	0	100.00%	0
Residence Prior to Program Entry*	Adults & HoH	1	1	0	0	100.00%	0
Length of Stay at Prior Residence	Adults & HoH	1	1	0	0	100.00%	0
Relationship to Head of Household*	All	1	1	0	0	100.00%	0
Client Location*	All	1	1	N/A	N/A	100.00%	N/A
Domestic Violence	Adults & HoH	1	1	0	0	100.00%	0

* = HUD Universal Data Elements

Front Steps - Dinner(9334)

GRADE BASED ON OVERALL PERCENTAGE:	Excellent
	100.00%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	2	2	0	0	100.00%	0
Name Data Quality*	All	2	2	0	0	100.00%	0
Date of Birth*	All	2	2	0	0	100.00%	0
Race*	All	2	2	1	0	100.00%	0
Ethnicity*	All	2	2	0	0	100.00%	0
Gender*	All	2	2	0	0	100.00%	0
Veteran Status*	Adults	2	2	0	0	100.00%	0
Disabling Condition*	All	2	2	0	0	100.00%	0
Alcohol Abuse	All	2	2	0	0	100.00%	0
Drug Abuse	All	2	2	1	0	100.00%	0
Both Alc & Drug Abuse	All	2	2	1	0	100.00%	0
Chronic Health Condition	All	2	2	1	0	100.00%	0
Developmental	All	2	2	1	0	100.00%	0
HIV/AIDS	All	2	2	1	0	100.00%	0
Mental Health Problem	All	2	2	1	0	100.00%	0
Physical	All	2	2	0	0	100.00%	0
Residence Prior to Program Entry*	Adults & HoH	2	2	0	0	100.00%	0
Length of Stay at Prior Residence	Adults & HoH	2	2	0	0	100.00%	0
Relationship to Head of Household*	All	2	2	0	0	100.00%	0
Client Location*	All	2	2	N/A	N/A	100.00%	N/A
Domestic Violence	Adults & HoH	2	2	0	0	100.00%	0

* = HUD Universal Data Elements

Front Steps - Emergency Night Shelter(9238)

GRADE BASED ON OVERALL PERCENTAGE:	Need Improvement
	95.88%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	2250	2238	28	14	99.47%	8
Name Data Quality*	All	2250	2240	0	0	99.56%	0
Date of Birth*	All	2250	2233	1	0	99.24%	1
Race*	All	2250	2239	14	10	99.51%	9
Ethnicity*	All	2250	2244	3	4	99.73%	4
Gender*	All	2250	2246	1	0	99.82%	2
Veteran Status*	Adults	2250	2245	3	2	99.78%	4
Disabling Condition*	All	2250	2203	7	2	97.91%	24
Alcohol Abuse	All	2250	2053	3	1	91.24%	65
Drug Abuse	All	2250	2051	5	1	91.16%	65
Both Alc & Drug Abuse	All	2250	2045	2	1	90.89%	60
Chronic Health Condition	All	2250	2067	2	1	91.87%	61
Developmental	All	2250	2057	3	1	91.42%	60
HIV/AIDS	All	2250	2054	2	1	91.29%	58
Mental Health Problem	All	2250	2076	14	1	92.27%	56
Physical	All	2250	2065	1	1	91.78%	60

Residence Prior to Program Entry*	Adults & HoH	2250	2188	4	4	97.24%	40
Length of Stay at Prior Residence	Adults & HoH	2250	2185	6	3	97.11%	43
Relationship to Head of Household*	All	2250	2218	0	0	98.58%	0
Client Location*	All	2250	2218	N/A	N/A	98.62%	N/A
Domestic Violence	Adults & HoH	2250	2136	10	0	94.93%	49

* = HUD Universal Data Elements

Front Steps - Nighttime Laundry(9348)

GRADE BASED ON OVERALL PERCENTAGE:	Excellent
	100.00%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	1	1	0	0	100.00%	0
Name Data Quality*	All	1	1	0	0	100.00%	0
Date of Birth*	All	1	1	0	0	100.00%	0
Race*	All	1	1	0	0	100.00%	0
Ethnicity*	All	1	1	0	0	100.00%	0
Gender*	All	1	1	0	0	100.00%	0
Veteran Status*	Adults	1	1	0	0	100.00%	0
Disabling Condition*	All	1	1	0	0	100.00%	0
Alcohol Abuse	All	1	1	0	0	100.00%	0
Drug Abuse	All	1	1	0	0	100.00%	0
Both Alc & Drug Abuse	All	1	1	0	0	100.00%	0

Chronic Health Condition	All	1	1	0	0	100.00%	0
Developmental	All	1	1	0	0	100.00%	0
HIV/AIDS	All	1	1	0	0	100.00%	0
Mental Health Problem	All	1	1	0	0	100.00%	0
Physical	All	1	1	0	0	100.00%	0
Residence Prior to Program Entry*	Adults & HoH	1	1	0	0	100.00%	0
Length of Stay at Prior Residence	Adults & HoH	1	1	0	0	100.00%	0
Relationship to Head of Household*	All	1	1	0	0	100.00%	0
Client Location*	All	1	1	N/A	N/A	100.00%	N/A
Domestic Violence	Adults & HoH	1	1	0	0	100.00%	0

* = HUD Universal Data Elements

GRADE BASED ON OVERALL PERCENTAGE:	Acceptable
	98.97%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	27139	27082	424	85	99.79%	9
Name Data Quality*	All	27139	27042	0	22	99.64%	0
Date of Birth*	All	27139	27029	1	12	99.59%	9
Race*	All	27139	27094	82	175	99.83%	12
Ethnicity*	All	27139	27084	16	80	99.80%	21
Gender*	All	27139	27098	0	5	99.85%	9
Veteran Status*	Adults	27133	27084	11	9	99.82%	8
Disabling Condition*	All	27139	26990	23	15	99.45%	68
Alcohol Abuse	All	27139	26622	13	19	98.09%	313
Drug Abuse	All	27139	26645	19	19	98.18%	304
Both Alcohol & Drug Abuse	All	27139	26606	8	19	98.04%	293
Chronic Health Condition	All	27139	26555	6	17	97.85%	292
Developmental	All	27139	26619	12	18	98.08%	296
HIV/AIDS	All	27139	26645	7	18	98.18%	298
Mental Health Problem	All	27139	26564	268	17	97.88%	300
Physical	All	27139	26535	75	16	97.77%	306
Residence Prior to Program Entry*	Adults & HoH	27135	26932	0	0	99.25%	106
Length of Stay at Prior Residence	Adults & HoH	27135	26908	0	0	99.16%	137
Relationship to Head of Household*	All	27139	26979	0	0	99.41%	0
Client Location*	All	27139	26986	N/A	N/A	99.44%	N/A
Domestic Violence	Adults & HoH	27135	26938	29	21	99.27%	80

* = HUD Universal Data Elements

FY 2018-(2017-2018)

326

Front Steps - Day Resource Registry(2792)

GRADE BASED ON OVERALL PERCENTAGE:	Needs Improvement
	96.56%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	5748	5710	103	46	99.34%	5
Name Data Quality*	All	5748	5669	0	9	98.63%	0
Date of Birth*	All	5748	5665	1	6	98.56%	8
Race*	All	5748	5715	13	71	99.43%	7
Ethnicity*	All	5748	5708	6	12	99.30%	13
Gender*	All	5748	5717	0	3	99.46%	6
Veteran Status*	Adults	5743	5705	10	6	99.34%	7
Disabling Condition*	All	5748	5649	17	9	98.28%	42
Alcohol Abuse	All	5748	5358	12	11	93.22%	261
Drug Abuse	All	5748	5365	16	11	93.34%	255
Both Alc & Drug Abuse	All	5748	5366	6	11	93.35%	245
Chronic Health Condition	All	5748	5368	3	10	93.39%	245
Developmental	All	5748	5368	8	11	93.39%	248
HIV/AIDS	All	5748	5369	5	11	93.41%	250
Mental Health Problem	All	5748	5366	35	10	93.35%	249
Physical	All	5748	5352	14	9	93.11%	249
Residence Prior to Program Entry*	Adults & HoH	5745	5621	5	7	97.84%	58
Length of Stay at Prior Residence	Adults & HoH	5745	5624	36	9	97.89%	61

Relationship to Head of Household*	All	5748	5625	0	0	97.86%	0
Client Location*	All	5748	5625	N/A	N/A	97.93%	N/A
Domestic Violence	Adults & HoH	5745	5598	22	17	97.44%	66

* = HUD Universal Data Elements

Front Steps - Day Sleep Program(9159)

GRADE BASED ON OVERALL PERCENTAGE:	Excellent
	99.81%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	19536	19530	289	20	99.97%	1
Name Data Quality*	All	19536	19529	0	8	99.96%	0
Date of Birth*	All	19536	19524	0	4	99.94%	0
Race*	All	19536	19530	63	78	99.97%	1
Ethnicity*	All	19536	19529	8	63	99.96%	2
Gender*	All	19536	19531	0	0	99.97%	0
Veteran Status*	Adults	19535	19529	0	0	99.97%	0
Disabling Condition*	All	19536	19521	0	1	99.92%	6
Alcohol Abuse	All	19536	19491	0	0	99.77%	22
Drug Abuse	All	19536	19502	0	0	99.83%	22
Both Alc & Drug Abuse	All	19536	19472	0	0	99.67%	22
Chronic Health Condition	All	19536	19412	0	0	99.37%	22
Developmental	All	19536	19478	0	0	99.70%	22

HIV/AIDS	All	19536	19502	0	0	99.83%	22
Mental Health Problem	All	19536	19431	220	0	99.46%	22
Physical	All	19536	19416	53	0	99.39%	27
Residence Prior to Program Entry*	Adults & HoH	19535	19500	0	0	99.82%	24
Length of Stay at Prior Residence	Adults & HoH	19535	19467	11	0	99.65%	53
Relationship to Head of Household*	All	19536	19525	0	0	99.94%	0
Client Location*	All	19536	19525	N/A	N/A	99.95%	N/A
Domestic Violence	Adults & HoH	19535	19522	1	0	99.93%	4

* = HUD Universal Data Elements

Front Steps - Daytime Mail(9342)

GRADE BASED ON OVERALL PERCENTAGE:	Excellent
	100.00%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	2	2	0	0	100.00%	0
Name Data Quality*	All	2	2	0	0	100.00%	0
Date of Birth*	All	2	2	0	0	100.00%	0
Race*	All	2	2	0	0	100.00%	0
Ethnicity*	All	2	2	0	0	100.00%	0
Gender*	All	2	2	0	0	100.00%	0
Veteran Status*	Adults	2	2	0	0	100.00%	0
Disabling Condition*	All	2	2	0	0	100.00%	0

Alcohol Abuse	All	2	2	0	0	100.00%	0
Drug Abuse	All	2	2	0	0	100.00%	0
Both Alc & Drug Abuse	All	2	2	0	0	100.00%	0
Chronic Health Condition	All	2	2	0	0	100.00%	0
Developmental	All	2	2	0	0	100.00%	0
HIV/AIDS	All	2	2	0	0	100.00%	0
Mental Health Problem	All	2	2	0	0	100.00%	0
Physical	All	2	2	0	0	100.00%	0
Residence Prior to Program Entry*	Adults & HoH	2	2	0	0	100.00%	0
Length of Stay at Prior Residence	Adults & HoH	2	2	0	0	100.00%	0
Relationship to Head of Household*	All	2	2	0	0	100.00%	0
Client Location*	All	2	2	N/A	N/A	100.00%	N/A
Domestic Violence	Adults & HoH	2	2	0	0	100.00%	0

* = HUD Universal Data Elements

Front Steps - Dinner(9334)

GRADE BASED ON OVERALL PERCENTAGE:	Excellent
	100.00%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	2	2	0	0	100.00%	0
Name Data Quality*	All	2	2	0	0	100.00%	0
Date of Birth*	All	2	2	0	0	100.00%	0

Race*	All	2	2	1	0	100.00%	0
Ethnicity*	All	2	2	0	0	100.00%	0
Gender*	All	2	2	0	0	100.00%	0
Veteran Status*	Adults	2	2	0	0	100.00%	0
Disabling Condition*	All	2	2	0	0	100.00%	0
Alcohol Abuse	All	2	2	0	0	100.00%	0
Drug Abuse	All	2	2	1	0	100.00%	0
Both Alc & Drug Abuse	All	2	2	1	0	100.00%	0
Chronic Health Condition	All	2	2	1	0	100.00%	0
Developmental	All	2	2	1	0	100.00%	0
HIV/AIDS	All	2	2	1	0	100.00%	0
Mental Health Problem	All	2	2	1	0	100.00%	0
Physical	All	2	2	0	0	100.00%	0
Residence Prior to Program Entry*	Adults & HoH	2	2	0	0	100.00%	0
Length of Stay at Prior Residence	Adults & HoH	2	2	0	0	100.00%	0
Relationship to Head of Household*	All	2	2	0	0	100.00%	0
Client Location*	All	2	2	N/A	N/A	100.00%	N/A
Domestic Violence	Adults & HoH	2	2	0	0	100.00%	0

* = HUD Universal Data Elements

Front Steps - Emergency Night Shelter(9238)

GRADE BASED ON OVERALL PERCENTAGE:	Acceptable
	97.60%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	1850	1837	32	19	99.30%	3
Name Data Quality*	All	1850	1839	0	5	99.41%	0
Date of Birth*	All	1850	1835	0	2	99.19%	1
Race*	All	1850	1844	5	26	99.68%	4
Ethnicity*	All	1850	1842	2	5	99.57%	6
Gender*	All	1850	1845	0	2	99.73%	3
Veteran Status*	Adults	1850	1845	1	3	99.73%	1
Disabling Condition*	All	1850	1815	6	5	98.11%	20
Alcohol Abuse	All	1850	1768	1	8	95.57%	30
Drug Abuse	All	1850	1773	2	8	95.84%	27
Both Alc & Drug Abuse	All	1850	1763	1	8	95.30%	26
Chronic Health Condition	All	1850	1770	2	7	95.68%	25
Developmental	All	1850	1768	3	7	95.57%	26
HIV/AIDS	All	1850	1769	1	7	95.62%	26
Mental Health Problem	All	1850	1762	12	7	95.24%	29
Physical	All	1850	1762	8	7	95.24%	30
Residence Prior to Program Entry*	Adults & HoH	1850	1806	1	5	97.62%	25
Length of Stay at Prior Residence	Adults & HoH	1850	1812	9	4	97.95%	24
Relationship to Head of Household*	All	1850	1824	0	0	98.59%	0
Client Location*	All	1850	1824	N/A	N/A	98.70%	N/A
Domestic Violence	Adults & HoH	1850	1813	6	4	98.00%	10

* = HUD Universal Data Elements

Front Steps - Nighttime Laundry(9348)

GRADE BASED ON OVERALL PERCENTAGE:	Excellent
	100.00%

Universal Data Element	Required for	Number of Applicable Entry Exits	Number of Non-Null Values	Don't Know	Refused	Percent Complete	Data Not Collected
Social Security Number*	All	1	1	0	0	100.00%	0
Name Data Quality*	All	1	1	0	0	100.00%	0
Date of Birth*	All	1	1	0	0	100.00%	0
Race*	All	1	1	0	0	100.00%	0
Ethnicity*	All	1	1	0	0	100.00%	0
Gender*	All	1	1	0	0	100.00%	0
Veteran Status*	Adults	1	1	0	0	100.00%	0
Disabling Condition*	All	1	1	0	0	100.00%	0
Alcohol Abuse	All	1	1	0	0	100.00%	0
Drug Abuse	All	1	1	0	0	100.00%	0
Both Alc & Drug Abuse	All	1	1	0	0	100.00%	0
Chronic Health Condition	All	1	1	0	0	100.00%	0
Developmental	All	1	1	0	0	100.00%	0
HIV/AIDS	All	1	1	0	0	100.00%	0
Mental Health Problem	All	1	1	0	0	100.00%	0
Physical	All	1	1	0	0	100.00%	0

Residence Prior to Program Entry*	Adults & HoH	1	1	0	0	100.00%	0
Length of Stay at Prior Residence	Adults & HoH	1	1	0	0	100.00%	0
Relationship to Head of Household*	All	1	1	0	0	100.00%	0
Client Location*	All	1	1	N/A	N/A	100.00%	N/A
Domestic Violence	Adults & HoH	1	1	0	0	100.00%	0

* = HUD Universal Data Elements

City of Austin Purchasing Office

Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Competitive)

DATE: July 13, 2018 DEPT: Austin Public Health

TO: Purchasing Officer or Designee FROM: Vella Karman, Austin Public Health

PURCHASING POC: Erin D'Vincent PHONE: (512) 972-5064

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of $50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:
Link to Local Government Code

The City desires to seek responses from more than one vendor using an alternate procurement method selected by the City and declares this procurement to be exempt from the competitive solicitation procedures in Local Government Code Chapter 252.022. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

   Please check the criteria listed below that applies to this request:

   - ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
   - ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
   - ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
   - ☑ A procurement of personal, professional, or planning services
   - ☐ Other exemption from Chapter 252.022: _____

2. Describe this procurement (as applicable):
   - What it is for and why it is needed?
   - What public health and safety or other exempt attribute listed in Chapter 252.022 does this procurement contain?
   - Describe if a specific procurement method is desired to collect vendor responses such as a solicitation directed to a specific group of prequalified vendors or other, evaluation stages throughout the solicitation, etc.

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

This Certificate of Exemption is for a Request for Qualifications (RFQS) for the Austin Resource Center for the Homeless (ARCH), for homeless shelter operations and administration. This will allow purchasing to conduct a RFQS for services at the ARCH. This will be an open process for respondents. The RFQS process is exempt from Chapter 252.022; therefore this exemption form is required.

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:
   ☑ Scope of Work
   ☐ List of tasks, schedule of deliverables or milestones, and other supporting documentation

4. Check the contract type (one-time or multi-term) and fill in the estimated dollar amount and term as applicable:
   ☐ This is a one-time request for $_____

   ☑ This is a multi-term contract request for *30 months for the base term*, in the amount of $__0__, with *four (4) 12-mos. renewal options* $__0__ each, for a total contract amount of $__0__.

Recommended Certification	Originator	7/13/18 Date
Approved Certification	Department Director or designee	07/13/18 Date
Purchasing Office Review	Authorized Purchasing Office Staff	7.16.18 Date
Purchasing Office Management Review (If required due to signature authority level)	Purchasing Officer or designee	Date

City of Austin
SMBR
Small & Minority Business Resources
Opening the door to opportunities.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Erin D'Vincent 4-3070	**PM Name/Phone**	Vella Karman
Sponsor/User Dept.	APH	**Sponsor Name/Phone**	N/A
Solicitation No	RFQS 4700 EAD4000REBID	**Project Name**	ARCH Shelter Operations & Services
Contract Amount	$15,000,000	**Ad Date (if applicable)**	10/15/18

Procurement Type

- ☐ AD – CSP
- ☐ AD – Design Build Op Maint
- ☐ IFB – IDIQ
- ☒ Nonprofessional Services
- ☐ Critical Business Need
- ☐ Sole Source*
- ☐ AD – CM@R
- ☐ AD – JOC
- ☐ PS – Project Specific
- ☐ Commodities/Goods
- ☐ Interlocal Agreement
- ☐ AD – Design Build
- ☐ IFB – Construction
- ☐ PS – Rotation List
- ☐ Cooperative Agreement
- ☐ Ratification

Provide Project Description**

This RFQS is for a qualified firm to run the ARCH Shelter Operations & Services. This is exempt from the SMBR program since it's for social services.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

RFQS 4700 EAD4000 had no goals

List the scopes of work (commodity codes) for this project. ***(Attach commodity breakdown by percentage; eCAPRIS printout acceptable)***

95243 - 100%

Erin D'Vincent	10/8/2018
Buyer Confirmation	**Date**

** Sole Source must include Certificate of Exemption*
***Project Description not required for Sole Source*

FOR SMBR USE ONLY

Date Received	10/8/2018	**Date Assigned to BDC**	10/9/2018

In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

☐ Goals	% MBE	% WBE
☐ Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE

☒ Exempt from MBE/WBE Procurement Program	☐ No Goals

City of Austin
SMBR
Small & Minority Business Resources
Opening the door to opportunities.

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- ☐ Insufficient availability of M/WBEs
- ☐ Insufficient subcontracting opportunities
- ☐ Sufficient availability of M/WBEs
- ☐ Sole Source
- ☐ No availability of M/WBEs
- ☐ No subcontracting opportunities
- ☐ Sufficient subcontracting opportunities
- ☒ Other

If Other was selected, provide reasoning:
This solicitation is exempted from M/WBE Program. Grant funds are being used.

MBE/WBE/DBE Availability

N/A.

Subcontracting Opportunities Identified

N/A.

Counselor Name	
SMBR Staff	**Signature/ Date**
	10/12/18
SMBR Director or Designee	**Date** 10/12/18
Returned to/ Date:	