



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
CARITAS OF AUSTIN
FOR**

SOCIAL SERVICES

(Best Single Source Plus Collaborative)

CONTRACT NO. NG150000018

CONTRACT AMOUNT: \$9,992,721

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Caritas of Austin ("Contractor"), a Texas non-profit corporation, having offices at 611 Neches, Austin, TX 78701.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

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

1.2 **Responsibilities of the Contractor.** The Contractor 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 Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor'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 Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor'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 Contractor.

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

1.4.1 The City's Contract Manager, Michelle Friedman or designee:

- may meet with Contractor 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 Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Jo Kathryn Quinn, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract 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 Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or 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 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 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$9,992,721 (Nine Million Nine Hundred Ninety Two Thousand Seven Hundred Twenty One dollars)**, and \$3,330,907 (*Three Million Three Hundred Thirty Thousand Nine Hundred and Seven dollars*) per twelve (12) month extension option, for a total Contract amount of \$19,985,442. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor 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 Contractor may make transfers between or among budget categories with the City Contract 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 transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

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

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

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

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$3,330,907 (*Three Million Three Hundred Thirty Thousand Nine Hundred and Seven dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$3,330,907 (*Three Million Three Hundred Thirty Thousand Nine Hundred and Seven dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$3,330,907 (*Three Million Three Hundred Thirty Thousand Nine Hundred and Seven dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (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 Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor'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 Contract, the Contractor shall pass through all Subcontract 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 for payment 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. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

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 ten (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 Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

- 4.3.3.2 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;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 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;
- 4.3.3.5 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;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

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 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.

4.5 **Travel Expenses.** All approved 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 Contract will be reviewed against the City's Travel Policy 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. 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 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, regardless of when the cause for a claim is discovered (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

4.6.1.2 a waiver of all claims by the Contractor 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 Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor 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 Contract.

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

4.7.4 The City shall not be liable to Contractor 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 Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (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 Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract 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 Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

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

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract 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 Contract.

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

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

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
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 Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. 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 five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

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. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor 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 Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (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 Time of the first (1st) weekday immediately following the weekend or holiday. Contractor 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.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (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.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

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

4.10 **Contractor Policies and Procedures.** Contractor 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; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor 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 contract. If the Contractor 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.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor 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 Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor 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 Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor 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 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews 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 received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor'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 to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

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 Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due 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 Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 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, and copy any and all records of the Contractor 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 Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (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 Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts 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 Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor 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 Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

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

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

SECTION 5. TERMINATION

5.1 **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.

5.2 **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 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 Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

- 5.3 **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.
- 5.4 **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.
- 5.5 **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.

SECTION 6. OTHER DELIVERABLES

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

6.1.1 General Requirements

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

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

6.1.1.3 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 holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor 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 Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 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. 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 Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
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 Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

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

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 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.

6.1.1.12 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.

6.1.1.13 The Contractor 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 Contractor shall endeavor to 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.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, 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 Contractor.

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 Contract and all other Contracts related to the project

6.1.2.1.2 Independent Contractor'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, Contractor 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 Contractor or Subcontractor.

* 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 TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, 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 Contractor'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 Contractor 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 Contract.

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 Contract 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 twenty-four (24) months following the completion of the Contract.

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 Contract 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 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 Contractor 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 Contract provides funding for the purchase of property or equipment the Contractor 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.**

6.2.1.1 **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 Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor 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 Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor'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 Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor 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 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.
- 6.5 **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.

SECTION 7. WARRANTIES

- 7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract 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. Contractor 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 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. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (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 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.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract 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 Contractor 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 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.

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 Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; 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 Contractor, the Contractor's subcontractors, 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 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.

8.5 **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 hereunder, 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.

8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor 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. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

8.7 **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, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Caritas of Austin	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Jo Kathryn Quinn, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H	611 Neches	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, 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 Contract, 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.

8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor 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 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.

8.11 **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 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.

- 8.12 **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.
- 8.13 **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.
- 8.14 **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.
- 8.15 **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.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **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.
- 8.18 **Dispute Resolution.**
- 8.18.1 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.
- 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 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.

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

MBE/WBE goals do not apply to this Contract.

8.20 Living Wage Policy

[Reserved]

8.21 Subcontractors.

8.21.1 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:

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

8.21.1.2 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;

8.21.1.3 require Subcontractors to submit all requests for payment 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 the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 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

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 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.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 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.

- 8.23 **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.

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

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

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

- 8.25 **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.
- 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 of Austin Contracts. By accepting a contract with the City, the Contractor 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.

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

CARITAS OF AUSTIN

Signature: _____

Name: _____

Printed Name

Title: _____

Date: _____

CITY OF AUSTIN

Signature: _____

Name: _____

PURCHASING OFFICE

Date: _____

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
- B.2** Program Subcontractors

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

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

Exhibit E- Mid-Month Reimbursement Option for Direct Financial Assistance

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

The Best Single Source Plus Collaborative, consisting of 13 agencies, provides individuals/families in Austin/Travis County with comprehensive housing stability resources (case management and basic needs services). BSS+C ensures that clients have access to basic necessities - starting with housing - and extending to food, clothing, physical/mental health care, and other supportive services.

Program Clients Served

The target population for BSS+C is individuals/families living in Austin/Travis County, at or below 200% federal poverty level, and experiencing a financial crisis that puts their housing at risk or caused them to experience short-term homelessness. Clients must be at a point where no more than 12 months of case management and limited financial assistance will be sufficient to stabilize their housing. Program suitability is determined by use of the BSS+C Eligibility and Screening Tool which reviews basic eligibility such as residency, income, the crisis that puts their housing at risk or are currently homeless, and past or current BSS Plus enrollment status. Additionally, the tool collects data on household employment/income potential, financial status, housing and legal history which generates a total assessment score and legend to make recommendation.

Score Legend & Assessment Recommendations include:

0-24: Not recommended for BSS+ unless access to other subsidized housing is assured within BSS+ service period. Refer to other more intensive supports and housing.

25-35: Recommended for BSS+. Likely to require up to 12 months case management and moderate support services.

36-45: Recommended for BSS+. Likely to require up to 3 months case management and minimal support services.

46-60: Not recommended for BSS+. Offer resources and referrals as appropriate.

The Actual Assistance Offered is also captured on the tool which includes an option for the Case Manager to select One Time Financial Assistance. If the assistance offered differs from the scoring recommendation, the Case Manager must state why and have their supervisor sign off.

Clients must meet the eligibility criteria of the individual agency that they are applying to in addition to that of the BSS+ Eligibility and Screening. BSS+C partner agencies eligibility criteria are listed below.

1.AIDS Services of Austin (ASA) provides services to persons living with HIV and/or AIDS who are experiencing a housing crisis or homelessness. To be eligible for BSS+C services the individual/household needs documentation of HIV + or AIDS diagnosis. Internal and external referrals are accepted and clients do not need to be co-enrolled in other ASA programs.

2.Any Baby Can (ABC) serves children with special health care needs, developmental delays, and who are in danger of abuse/neglect and families at-risk of losing their jobs and housing due to their child's health care needs and the expenses associated with medical care. Eligibility criteria begin with ABC program eligibility which comes to the agency through direct calls, outreach and collaborations. Once a family is enrolled internal programs, if they experience a housing stability crisis they are screened for BSS+C.

3.The Arc of the Capital Area (Arc) provides case management services to individuals with developmental disabilities and their families to improve their independence and ensure they remain living in their communities. BSS+C services are available to any Arc participant and/or their household members who meet eligibility standards. A limited amount of case management slots are reserved for households who do not have a member in another Arc program, but the household must have at least one individual with an intellectual and/or developmental disability.

4.Caritas of Austin (Caritas) is the lead and fiscal agent for BSS+C. Clients include households of all sizes; many of whom are veterans, refugees, women and children, and individuals with disabilities. They all share a common reality: they do not have a stable place to call home. All referrals to the Caritas BSS+C program come through Coordinated Assessment. Caritas often serves the most vulnerable individuals and families in need of housing. To be eligible for BSS+C, clients must complete the VI-SPDAT assessment through Coordinated Assessment, score within Rapid Rehousing range (Caritas accepts internal Prevention referrals) and meet Caritas income requirement of 30% AML or below.

5.Catholic Charities of Central Texas (CCCTX) clients are of all ages, faiths, ethnic backgrounds and economic circumstances and works to address the needs of residents in the Diocese of Austin. Clients are individuals and families at

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risk of becoming homeless due to a recent financial crisis. CCCTX also services clients already homeless at time of program entry. Clients currently call the intake line on specified dates for a BSS+C eligibility/screening. Beginning June 1st, the intake process will switch to an application process.

6. Family Eldercare (FEC) supports seniors and people with disabilities. To be eligible for BSS+C they must be adults with disabilities and/or seniors over the age of 55 and meet BSS+C eligibility requirements. Internal and external referrals are accepted and clients do not need to co-enroll in one of the FEC programs.

7. Foundation for the Homeless (FFH) serves both individuals and families at risk of homelessness or currently homeless. Outside referrals are also accepted. FFH requires that the household income be 100% or above the FPL.

8. Front Steps (FS) Eligibility criteria for BSS+C includes adult men and women participating in Front Step Case Management programs who are also meet BSS+C eligibility requirements. Case Managers within the Shelter Case Management program process internal and partner referrals.

9. Goodwill Central Texas (GW) serves homeless and at risk individuals/families facing barriers to employment such as: disabilities, lack of education and employment history, criminal backgrounds and language barriers. Other population served includes youth and low income households. To apply for BSS+C clients must be currently enrolled and active in a Goodwill Workforce Development program.

10. Meals on Wheels and More (MOWAM) assists clients and their families (who are primarily homebound/disabled) with prevention services through case management so they can remain in their homes/stably housed. The majority of clients served through BSS+C are those who are found to be eligible based on an assessment of housing needs during the in house programs for meals, groceries to go, and home repair.

11. SafePlace (SP) To access BSS+C, clients must be enrolled in the Survivor Advocacy program. All external referrals go through the hotline in order to complete safety planning and basic resources referrals. Callers are then directed to the Survivor Advocacy program to evaluate additional services.

12. The Wright House Wellness Center (WHWC) To be eligible for BSS+C, clients must be living with a diagnosis of HIV and Hepatitis C and have documentation of the diagnosis. Internal and external referrals are accepted and clients do not need to be co-enrolled in other WHWC programs.

13. The Salvation Army (TSA) Clients include homeless individuals and families (majority are single mothers with children), low-income households, persons with disabilities, victims of domestic violence, and veterans. Referrals to BSS+C are made internally through a case manager of Passages Program, Rapid Re Housing Initiative, or SSVF programs.

Additional eligibility guidelines include:

- In addition to BSS+C eligibility requirements, clients must meet the eligibility criteria specified by the partner agency through which they are applying.
- At time of entry, confirmation of violence victimization or current homelessness status exempts clients from income and residency eligibility criteria.
- Households can only be enrolled in BSS+C at one partner agency at a time.
- Previous BSS+C one-time financial assistance and case managed clients will not be eligible for BSS+C services for a period of 12 months after their exit date from BSS+C, verified using HMIS data.

BSS+C partners use standardized eligibility and enrollment forms that ensure quality client service and consistent data collection as well as a standard client file checklist.

Program Services And Delivery

The BSS+C program utilizes multiple overarching strategies:

(a) No Wrong Door - Together, the 13 partner agencies present 13 points of entry for access to housing stability, rapid re-housing and basic needs services. Households fully benefit from the diversity of partners' missions.

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(b) Homeless Prevention and Rapid Rehousing Services with Direct Financial Assistance – Case management is the foundation for all BSS+C strategies. The program provides comprehensive case management and basic needs services (rent, mortgage, utility assistance and housing supports) for homeless and housed clients who are or are about to be experiencing a housing crisis. BSS+ agencies focus on homelessness assistance, prevention or both. For clients entering the program who are at risk of losing their housing a homeless prevention strategy is used in order to prevent the individual or family from falling into homelessness. Case management, debt reduction, advocacy with the housing provider, mediation, flexible financial assistance and connection to needed resources (ex: mental health services, child care assistance, medical services, etc.) are all common strategies used. Once a homeless client/family enters into case management the goal is to rehouse them as quickly as possible so they do not fall deeper into homeless services such as shelters, etc. Case managers utilize many of the same strategies mentioned but actually house the client/family and use financial assistance to remove housing barriers which increases their rate of success to become stably housed.

(c) Comprehensive Case Management – Provides an environment of safety and support, assists households to create housing stabilization plans, and connects them to other safety net services.

(d) Landlord Outreach – Landlord Outreach Specialists (LOS) provide outreach and build relationships with prospective landlords with the goal of developing a pool of safe, affordable housing in which clients can be placed. LOS also work with clients to complete housing applications and serve as client advocates.

Services provided through BSS+C fall into the following categories:

One-Time Financial Assistance

A client will be eligible for One-Time Financial Assistance if they can become housing stable with the limited financial assistance and no case management is required. The BSS+C Eligibility and Screening Tool and the Housing Stability Assessment Tool are used to determine if a household is suitable for One-Time Financial Assistance. To allow flexibility, a household may be enrolled in one-time assistance and come back for case management services within 30 days. After 30 days, the client (and their household members) must wait 1 year from exit to reapply for BSS+C. Case Manager must give full disclosure of these rules to the client at time of program eligibility and screening. Remaining One Time Financial Assistance direct financial assistance total is subtracted from the case management cap. The household is allowed access to the remainder of the case management direct financial assistance cap.

Direct client One Time Financial Assistance (OTFA) is up to \$1,500. Exceptions may be made to exceed the One-Time Financial Assistance cap to up to \$3,000, based on household need and approval by a client's Case Manager, Program Manager/Director and the BSS Plus Coordinator. These payments will be provided on behalf of a client with the anticipation that no additional assistance will be needed in the next 12 months. Case management dollars are not associated with this assistance, though one-time case management resource and referral will be provided.

Eligible one-time financial assistance includes:

- One-time Rent Payment
- One-time Mortgage Payment
- One-time Utility Payment
- Housing Supports

Case Managed Financial Assistance

A client will be eligible for Case Management services and direct client financial assistance up to a capped amount during their eligibility in the program when One-Time Financial Assistance will not yield housing stability and case management is required. Case Managed Financial Assistance direct financial assistance is up to \$3,000. Exceptions may be made to exceed the Case Managed cap up to \$6,000, based on household need and approval by a client's Case Manager, Program Manager/Director and the BSS Plus Coordinator.

Case Management: Clients are required to meet regularly with their Case Manager; design and implement steps indicating progress toward self-sufficiency; and work on designated goals including financial management, life skills, debt reduction, credit repair, employment, and income benefits. Amount and intensity of case management service will be determined on a case-by-case basis.

Eligible Case Managed financial assistance includes:

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•Rent /Move-In Deposits: Includes first-month rent, security deposits for lease of a new unit, application fees, and other move-in expenses.

•Utility/Move-In Deposits: Includes utility deposits for lease of a new unit, utility application fees, and payment of past due utility debt so new services can be started.

•Rent Assistance: This category of assistance is for households that require several months of rental assistance to stabilize in housing. Amount of assistance is determined on individual basis and case plan.

•Short-Term Mortgage Payment: Assistance with mortgage payments keep an individual or family in the home that they own and in which they reside. Amount of assistance is determined on individual basis and case plan.

•Utility Assistance: This category of assistance is for households that require several months of utility assistance to stabilize in housing. Amount of assistance is determined on individual basis and case plan.

Housing Location: A Housing Locator will identify properties suitable for clients, maintain a housing directory of available units, serve as a liaison between the landlord and client, and provide basic housing counseling as a client moves into stable permanent housing. Housing Location will be provided through Housing Locators employed by and located at Caritas of Austin.

Mediation and Legal Services: Includes referral to and support services from agencies, primarily Austin Tenants Council and Texas Rio Grande Legal Aid, for protection of tenant rights, provision of landlord and tenant education, and assessment of fair housing and housing discrimination issues.

Housing Supports: Housing supports such as food, furniture, basic household necessities and transportation may be provided as needed. Small home repair services may also be provided to keep individuals and families housed. Small home repairs require multiple quotes. All housing supports must be directly linked to housing stability. Case Managers will be asked to submit a statement of need, proper documentation, and follow guidelines for appropriate pricing.

Identification Assistance: Includes the payment for identification documents necessary for a client to obtain employment and/or housing. Identification documents include: birth certificates, social security cards, new/renewed state identification card, and driver's license.

1.AIDS Services of Austin (ASA) stabilizes its clients in housing, provide access to support services, and retains them in medical care. BSS+C will primarily be used to prevent eviction, homelessness and rapidly re-house homeless individuals with HIV/AIDS. Direct services include preventing the spread of the disease through awareness, education and HIV testing. Services available for clients meeting eligibility requirements: medical and non-medical case management, housing assistance, rent, utilities and housing supports.

2.Any Baby Can (ABC) BSS+C will help families become stable in housing by providing rent and utilities assistance while they plan how to manage expenses and gain the education to help them become self-sufficient. Most services are provided through home visitation programs and also offer community classes, support groups and community resources. ABC believes that every child deserves a strong family.

3.The Arc of the Capital Area (Arc) provides community-based services that improve the quality of life through medical maintenance, money management, housing and living assistance, and community transitions. BSS+C will support clients to become stable in housing, and regain self-sufficiency.

4.Caritas of Austin (Caritas) is the lead and fiscal agent for BSS+C. Caritas provides a services continuum for those experiencing poverty that begins with a safety net and links to resources to achieve self-sufficiency. Caritas service areas include: supportive housing, housing stability case management, education, employment, food, and refugee resettlement services. Clients include households of all sizes; many of whom are veterans, refugees, women and children. They all share a common reality: they do not have a stable place to call home. All referrals to the Caritas BSS+C program come through Coordinated Assessment. BSS+C assistance is utilized to remove barriers to securing and maintaining housing.

5.Catholic Charities of Central Texas (CCCTX) provides emergency services as well as assistance accessing mainstream

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benefits and employment services. BSS+C will be used to help clients become stable in housing or re-gain housing after experiencing short-term homelessness. Services and assistance provided include: general case management, information and referral, immigration legal services, disaster relief services and Gabriel Project Life Center, providing a variety of services to women and men in crisis pregnancies and through the first year of a child's life.

6. Family Eldercare (FEC) supports clients to live independently in the community, through provision of services; money management, service coordination and low income senior housing. Services are provided to seniors and adults with disabilities who are low income and need assistance to manage and/or apply for benefits and maintain housing. Services include: in-home care and caregiver services, guardianship services, money management, geriatric consultation and independent living supports. BSS+C will primarily be used for rent, mortgage, and utilities assistance and small home repairs to help older adults in financial crisis to remain stable in housing.

7. Foundation for the Homeless (FFH) mobilizes the resources of faith and community-based organizations to alleviate the suffering of the homeless through emergency shelter, rapid re-housing, and homelessness prevention. Prevention clients typically enroll in long-term case management. Rapid rehousing services are offered to households living in shelter to assist with housing barriers such as rental and utility debt and rehousing search and move in costs. Host churches, synagogues and support congregations work in collaboration to provide year round shelter, meals, and a loving presence while FFH staff provide transportation, case management, referrals and other supportive services to families as they work toward achieving goals of permanent housing and self-sufficiency.

8. Front Steps (FS) programs include the Recuperative Care Project for medically vulnerable individuals, the Housing Program offering supportive services for those exiting homelessness, and the AmeriCorps/Keep Austin Housed Program serving homeless/at-risk/formerly homeless individuals in the community. FS provides a full range of rapid rehousing services, and operates the Austin Resource Center for the Homeless (ARCH). The ARCH serves as the first point of entry into the homeless service system for many of Austin's adults experiencing homelessness. FS will utilize rent/utility debt and subsidy assistance and application/deposit fees to overcome the challenges incurred as a result of short-term homelessness. Four heavily utilized components of the ARCH provide indispensable services to homeless individuals:

- The Day Resource Center (DRC) serves homeless men, women, and accompanied children.
- The ARCH Day Sleep program (a component of the DRC) serves homeless men and women.
- The ARCH overnight shelter serves homeless men.
- The ARCH shelter case management programs serves homeless (and those at-risk of becoming homeless) men and women.

9. Goodwill Central Texas (GW) enhances the quality of life facing barriers to employment such as: disabilities, lack of education and employment history, criminal backgrounds and language barriers. Other populations served include youth and low income households. BSS+C services will be utilized to assist clients with housing barriers and obtain/maintain housing.

10. Meals on Wheels and More (MOWAM) delivers nutritious meals and groceries to the elderly, disabled, and homebound. MOWAM additional services include minor and major home repairs; grocery shopping assistance; a monthly supply of shelf-stable groceries; extra, daily, shelf-stable meals for the nutritionally at-risk; veteran services; problem-solving therapies; rural meal delivery; Alzheimer's respite; and pet food and pet health care for their clients' dogs and cats. If the client/household is found to need case management the case is moved from its supportive team to its CARE TEAM who will complete eligibility screening for household needs/stability.

11. SafePlace (SP) provides crisis intervention, counseling, prevention, education, long term support and advocacy services and programs designed to end sexual and domestic violence. Free and confidential services are provided to those who have been impacted by sexual or domestic violence. Eligible clients may receive emergency shelter, hospital and legal advocacy, case management, financial assistance for rent, utilities, and housing supports.

12. The Wright House Wellness Center (WHWC) mission is to improve the lives of Central Texans living with, at risk for, and affected by HIV/AIDS, and/or Hepatitis C through outreach, education, health and holistic services, and care coordination.

13. The Salvation Army (TSA) provides permanent supportive housing, emergency shelter, disaster relief, rapid rehousing, and homelessness prevention services. BSS+C will be used to help clients become stable in housing, or re-gain housing after short-term homelessness. Direct client assistance is primarily used to alleviate boundaries to housing/self-sufficiency, to rapidly rehouse clients in affordable rental units and assist with becoming financially stable. Clients reside at the Social

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Service multi population emergency shelter and the Austin Shelter for Women and Children.

System for Collecting and Reporting Program Data

Each of the BSS+C service providers participates in the HMIS through ServicePoint, except for SafePlace who uses a web-based software Apricot which is a comparable database to HMIS. Client eligibility documents and services are collected and stored in paper files and HMIS. Partners use a standardized file checklist to gather the required documentation and are provided reference material such as: policies and procedures for the change in circumstance, transitional case management, self-declarations and exemptions, percentage of federal poverty level chart and gross income calculation tool. Common program forms are used including eligibility and enrollment forms used to identify a client's housing status, barriers, residency status, income, levels of need and priority of service. Program entry dates are entered after all required documentation is collected and verified. Program expectations are communicated to the household through a signed program agreement at time of intake.

As the lead and fiscal agent for BSS+C, Caritas is responsible for all program reporting, and training partners on data collection/entry. Caritas consolidates data quarterly and submits to funders. Monthly data quality checks are performed with the 13 BSS+C agencies to ensure compliance with data entry guidelines.

Partner MOUs outlines expectations and timelines for program implementation and data collection. Caritas has access to client information from each agency and client data is reviewed whenever a new client is approved for the program and/or financial assistance is requested. Monthly summary reports are sent to BSS+C agencies to confirm all client data and services. All BSS+C client data must be entered in HMIS by the last day of the month and data corrections completed by the 7th calendar day of the given month.

Performance Evaluation

The Caritas Associate Director of BSS+C and Evaluation monitors expenditures and client data at least monthly, utilizing HMIS reports, a check request log, and reports from Caritas' accounting system. Program expenditure and performance data is reported through the Director of Housing Services to the Executive Director and finally to the Caritas Board of Directors on a monthly basis. Additionally, the Executive Directors and/or Program Managers from BSS+C partner agencies meet at least monthly to evaluate expenditures, client performance, and to make recommendations for program improvement.

Quality Improvement

The real-time, client level data in HMIS allows issues regarding program implementation, data entry and tracking, achievement of outputs and outcomes, and general program challenges to be shared efficiently and effectively among program partners. Through ongoing monitoring, monthly and quarterly reporting, and program supervision, Caritas is able to identify if the BSS+C program is meeting its intended benchmarks and facilitate program improvements among the partner agencies.

Case Managers at each of the partner agencies receive comprehensive training and refreshers on all aspects of service provision and administration of the BSS+C Program. A BSS+C website for partner agencies and monthly Program Manager meetings are utilized to communicate updates, review program performance, and provide tools. Caritas also performs onsite pre-monitoring visits, random file reviews and monthly HMIS data quality reports to ensure consistency, adherence to program eligibility and to identify technical assistance needs.

When challenges or problems are identified, management and lead partner BSS+C staff meet to problem-solve and make program modifications. The City of Austin is informed of programmatic issues as they arise and is given information on corrective actions, whether these actions include additional outreach, changes in personnel, increased program monitoring, additional program partners, or additional cooperation between this collaborative and others.

Monthly meetings between BSS+C Partner Executive Directors also allow for high level discussion of program operations and potential improvements.

Service Coordination with Other Agencies

Service Cooperation with Other Agencies:

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Caritas works closely with BSS+C partners, WERC agencies and innumerable community agencies. BSS+C Case Managers refer clients to other partners, if another partner's services are designed to better serve those clients; for example, senior adults might be referred to Family Eldercare because they specialize in services for the elderly.

Through agency Releases of Information (ROI) and the ROI for HMIS, Case Managers can share information on clients that is relevant to coordinating services for an individual/family. In the case of Austin Energy, clients sign an Austin Energy ROI, then BSS+C Case Managers can call their assigned contacts at Austin Energy to verify clients' utility bills/debt, and get information on low-income discount.

Service Collaboration with Other Agencies

BSS+C is a collaboration among 13 area nonprofit service providers. Each member of the collaborative serves a unique target population ensuring that BSS+ programming is wide spread across the community and reaches diverse populations. Roughly half of the service providers offer services which are focused on those who are currently experiencing homelessness and the other half of the service providers are focused on preventing homelessness. BSS+C was built on the premise of "no wrong door" for clients so they may receive all services from their home agency ensuring those in need receive the specific type of service their unique situation requires.

The Caritas of Austin BSS+C Admin Team serve as the conduit for all things BSS+C. This team handles daily communication to/with the partners, monitor the budget and progress on service goals, does all HMIS data quality for 13 agencies, prepares all required reporting for funders, meets with partner agencies to do twice yearly pre-monitoring visits, prepares the materials for all and oversees most of the BSS+C meetings, provides on-going technical assistance and customer services, processes all client check requests – rough 350-400 monthly, maintains the BSS+C website, designs and produces BSS+C collateral material, and more.

The Executive Directors of each partner agency meet every other month. The sitting chair oversees the meetings which are two hours in length and typically held at the agency of the sitting chair. The chair and co-chair rotate in October of each year. The purpose of the meetings are to get an update on financials, analysis of spending trend, progress on meeting goals, vote on action items and an opportunity to discuss issues in the community which impact homeless prevention and homeless services. Partner agency program managers meet monthly with the Caritas of Austin BSS+C Admin team. The purposes of these meetings are to educate, and have an opportunity for open dialogue regarding successes, challenges and improvements for the BSS+C program. Partner agency case managers meet from time-to-time (these are less formal meetings) so there can be discussion around client and housing issues. The BSS+C utilize formal written policies and procedures as a foundation in operating the collaborative.

Community Planning Activities

Caritas is highly involved in community planning activities through its participation on boards, advisors and participants in committees such as:

- ECHO (Continuum of Care): Rapid Rehousing, homelessness prevention, and coordinated assessment
- Disability Rights Texas Board Membership: protection for individuals with disabilities
- Austin Energy Consumer Committees: plan discounts and payment plans for low-income
- CAN (Community Advancement Network): leverages resources to help the community
- Austin/Travis County Reentry Roundtable: advocacy for inmates/former inmates
- Downtown Austin Alliance: planning citizen safety, helps the homeless, social services
- Rosewood Choice Initiative & Restore Rundberg: planning for East Austin housing
- JSC School & Family Work Group: plan to create stable communities for students
- Texas Homeless Network: work to support groups who prevent and end homelessness
- Austin Tenants Council: works to advocate on behalf of low-income clients
- Texas Rio Grande Legal Aid: Provides free legal services to low-income residents

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Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
	<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	4270	4270	4270	8637
2	Total Number of Unduplicated One-Time Financial Assistance Clients Served	414	414	414	1242
3	Total Number of Unduplicated Case Managed Clients Served	3856	3856	3856	7395

Outcomes		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of households at risk of homelessness that maintain housing	604	604	604	1812
1A	Number of households receiving assistance	755	755	755	2265
	Percent of households at risk of homelessness that maintain housing	80	80	80	80
	Number of case-managed households that transition from homelessness into housing	199	199	199	597
1B	Number of households that exit the program	249	249	249	747
	Percent of case-managed households that transition from homelessness into housing	79.92	79.92	79.92	79.92

* 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)

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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>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- 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;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (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

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		
<i>Salary plus Benefits</i>	\$596,742.00	\$596,742.00	\$596,742.00		\$1,790,226.00
<i>General Operations Expenses</i>	\$72,950.00	\$72,950.00	\$72,950.00		\$218,850.00
<i>Program Subcontractors</i>	\$824,701.00	\$824,701.00	\$824,701.00		\$2,474,103.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$1,700.00	\$1,700.00	\$1,700.00		\$5,100.00
<i>Operations SubTotal</i>	\$899,351.00	\$899,351.00	\$899,351.00		\$2,698,053.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$1,648,814.00	\$1,648,814.00	\$1,648,814.00		\$4,946,442.00
<i>Other Assistance Amount</i>	\$186,000.00	\$186,000.00	\$186,000.00		\$558,000.00
<i>Direct Assistance SubTotal</i>	\$1,834,814.00	\$1,834,814.00	\$1,834,814.00		\$5,504,442.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Total</i>	\$3,330,907.00	\$3,330,907.00	\$3,330,907.00		\$9,992,721.00
<i>Total Period Percentage</i>	33.33	33.33	33.33		

Detailed Budget Narrative

<i>Salaries plus Benefits</i>	12.86 FTEs: Direct service: 5.5 FTE case managers, 1.0 Landlord Outreach Specialist. Admin: 6.36 FTEs: Program Manager and Coordinator, Support Specialist, Training Position, Data Quality Controller, Accounting Manager, 2 Accounting Assistants, Grants and Contracts Manager, Housing Director, CFO, HR Manager/Sr Accountant, IT Support. Fringe rate is 22%.
<i>General Op Expenses</i>	Audit, insurance, travel/mileage inside Travis County, IT Hardware and Software, HMIS user licenses and Advanced Reporting Tool (ART) viewer and Ad Hoc licenses, supplies, utilities, maintenance and repairs, printing, payroll processing fees, janitorial, security, pest control, printing, reproduction, telephone/internet and overhead expenses.
<i>Program Subcontractors</i>	17.12 FTE Case Managers, in general \$5,000 per FTE GOE, travel inside of Austin/Travis County, HMIS user and ART viewer licenses. Others include supervisory time, local travel, audit, insurance, and other overhead expenses.
<i>Staff Travel</i>	
<i>Conferences</i>	For lead agency to attend Texas Homeless Network conference, HMIS and ART training, or other conference/training directly related to the program.
<i>Food and Beverage</i>	
<i>Financial Assistance</i>	Rent, mortgage and utility assistance past due and current, deposits, etc.
<i>Other Assistance</i>	Household, furniture, ID, medical, moving, application fees, basic household necessities, food, transportation, employment, small home repairs, moving costs, and other types of assistance as needed.
<i>Capital Outlay</i>	

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Program Subcontractors

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

AIDS Services of Austin

Unduplicated Count	84	84	84	183
Amount	\$49,082.00	\$49,082.00	\$49,082.00	\$147,246.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Case management, general operating expenses

Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Any Baby Can

Unduplicated Count	812	812	812	1770
Amount	\$98,225.00	\$98,225.00	\$98,225.00	\$294,675.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Case management, general operating expenses

Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

The Arc of the Capital Area

Unduplicated Count	311	311	311	678
Amount	\$72,440.00	\$72,440.00	\$72,440.00	\$217,320.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Case management, general operating expenses

Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Catholic Charities of Central Texas

Unduplicated Count	303	303	303	660
Amount	\$118,803.00	\$118,803.00	\$118,803.00	\$356,409.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Case management, general operating expenses

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information

Name

Family ElderCare

Unduplicated Count	303	303	303	660
Amount	\$62,512.00	\$62,512.00	\$62,512.00	\$187,536.00

Length of Term

Start Date 10/1/2015

End Date 9/30/2018

Services to be subcontracted

Case management, general operating expenses

Program Subcontractors

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Foundation for the Homeless

Unduplicated Count	325	325	325	708
Amount	\$60,448.00	\$60,448.00	\$60,448.00	\$181,344.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Case management, general operating expenses

Program Subcontractors

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Front Steps

Unduplicated Count	264	264	264	576
Amount	\$94,113.00	\$94,113.00	\$94,113.00	\$282,339.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Case management, general operating expenses

Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Goodwill Industries of Central Texas

Unduplicated Count	344	344	344	750
Amount	\$96,068.00	\$96,068.00	\$96,068.00	\$288,204.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Case management, general operating expenses

Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Meals on Wheels and More

<i>Unduplicated Count</i>	190	190	190	414
<i>Amount</i>	\$53,512.00	\$53,512.00	\$53,512.00	\$160,536.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Case management, general operating expenses

Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

SafePlace

Unduplicated Count	208	208	208	453
Amount	\$70,840.00	\$70,840.00	\$70,840.00	\$212,520.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Case management, general operating expenses

Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

The Salvation Army

Unduplicated Count	334	334	334	334
Amount	\$0.00	\$0.00	\$0.00	\$0.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Case management, general operating expenses. TSA only requests direct client assistance

Program Subcontractors

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

The Wright House Wellness Center

Unduplicated Count	223	223	223	486
Amount	\$48,658.00	\$48,658.00	\$48,658.00	\$145,974.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Case management, general operating expenses

**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 4th day of June, 2015

CONTRACTOR
Authorized
Signature

Title

Caritas of Austin
[Signature]
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.

Mid-Month Reimbursement Option for Direct Financial Assistance

Background

Best Single Source Plus (BSS+) is a large collaboration program with thirteen partnering agencies. One of the primary services offered to program participants is direct financial assistance for rent, utilities, mortgage, utility arrears, rental/mortgage arrears, moving costs, motel stays and other financial supports for preventing homelessness and rapidly re-housing individuals and families who have fallen into homelessness.

The City of Austin's HHSD awarded a 37-month contract to Caritas for BSS+ Collaboration with an annual budget of \$3,330,907, and a total budget of \$9,992,721. Of the annual budget, \$1,834,814 (or 55%) is allotted for direct financial assistance. Caritas is the lead fiscal and administrative agent for the BSS+ Collaboration and is solely responsible for issuing checks totaling hundreds of thousands of dollars every month. Caritas has requested an option for faster reimbursement of the large amount of direct financial assistance expended each month. HHSD has agreed to pilot a mid-month reimbursement option for direct financial assistance expenditures for the BSS+ Collaboration program.

Process

The following process is patterned after the existing monthly payment request process for HHSD's social service contracts, found in Amendment No. 4 of Caritas' BSS+ contract. The following process does not replace any existing procedures; instead, this mid-month process is in addition to current procedures for monthly payment requests.

All direct financial assistance checks issued on behalf of participants enrolled in the BSS+ Collaboration program dated the 1st of the month through the 20th of the month are eligible for inclusion in a mid-month reimbursement request. **Only direct financial assistance expenditures are eligible for mid-month reimbursement.** The payment request and expenditure report may be submitted to the City's Contract Manager beginning the 21st of the month and no later than the final day of that same month. Payment to the Contractor shall be due thirty (30) calendar days following receipt by City's Contract Manager of Contractor's fully and accurately completed "Payment Request" and "Expenditure Report", using the forms shown at <https://www.ckodm.com/austin/>. The Contractor shall use the *Mid Month BSS+ Collaboration* program name when creating and submitting forms at <https://www.ckodm.com/austin/>.

Caritas must provide the City with supporting documentation for each mid-month payment request including, but not limited to, a check ledger from Caritas' financial management system. This documentation should be uploaded into the expenditure report, as is currently the practice.

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 from time to time, as needed.

The City reserves the right to cancel this program at any time provided thirty (30) days written notice to Caritas.