



Travis County Commissioners Court Agenda Request

Meeting Date: December 20, 2011

Prepared By/Phone Number: Michael Long/854 4850;
Marvin Brice/854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve three month extensions to:

A. Contract No. PS090092RE, Caritas of Austin

B. Contract No. PS090104RE, Austin Area Urban League

for social services.

Purchasing Recommendation and Comments: Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Since 2007, Travis County Health and Human Services (HHS) has managed the County's social services investment. HHS has provided fiscal and programmatic oversight by completing on-site invoice verification monitoring visits as well as administering the Administrative and Fiscal Review process to all agencies funded.

Caritas of Austin serves to provide basic needs services to establish housing stability and prevent homelessness in collaboration with numerous other area providers. Caritas of Austin is planning to re-vamp their Best Single Source program to align with the new service model approved by the City of Austin.

The Austin Area Urban League provides Work Force Development and career training services.

Health and Human Services Department recommends approval from the Court to approve both Caritas of Austin and Austin Area Urban League to provide the needed services for a diverse population of Travis County residents in need of assistance. The term of these contracts will start January 1, 2012 and go through March 31, 2012. The remainder of the

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

calendar year, contract amounts and service models to be negotiated and approved prior to April 1, 2012 to avoid any interruption of services.

Ø **Contract-Related Information:**

Award Amount: A. \$262,500
B. \$45,774

Contract Type: Professional Services

Contract Period: January 1, 2009 – December 31, 2009

Ø **Contract Modification Information:**

Modification Amount: A. \$65,625
B. \$11,400

Modification Type: Bilateral

Modification Period: January 1, 2012 – December 31, 2012

Ø **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Ø **Special Contract Considerations: N/A**

- Award has been protested
- Award is not to the lowest bidder
- Comments:

Ø **Funding Information:**

Purchase Requisition in H.T.E.: A. 548463
B. 548461

Funding Account(s):

Comments:

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**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
Executive Manager
(512) 854-4100
Fax (512) 854-4115**

DATE: December 2, 2011

TO: Members of the Commissioners Court

FROM: *Sherri E. Fleming by [Signature]*
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of Two First-Quarter Only Social Services Contracts for 2012

Proposed Motion:

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve First-Quarter Only contracts with two social service agencies: Austin Area Urban League and Caritas of Austin, Best Single Source.

Summary and Staff Recommendation:

The Austin Area Urban League contracts with Travis County to provide Work Force Development services. The Austin Area Urban League (AAUL) has experienced staffing and documentation issues for several years, they are currently redesigning their workforce development services and trying to resolve their staffing issues. This contract will continue with Special Conditions requiring them to submit supporting documentation with all their Travis County invoices.

Caritas of Austin contracts with Travis County to provide basic needs services, to establish housing stability and prevent homelessness in collaboration with numerous other area providers. Caritas of Austin is planning to re-vamp their Best Single Source program to align with the new service model approved by the City of Austin.

Both the Austin Area Urban League and Caritas Best Single Source have agreed to accept funding, initially for the first quarter only. The remainder of the calendar year, contract amounts and service models to be negotiated and approved prior to April 1, 2012, to avoid any interruption in Travis County funded services.

The department is recommending the Court approve First-Quarter Only contracts with these two (2) social service vendors who provide needed services for a diverse population of Travis County residents in need of assistance.

Budgetary and Fiscal Impact:

Account # 001-5891-611-6290	\$	77,069
FY '12: January – March 2012:		
Austin Area Urban League:	\$	11,444
Caritas of Austin, Best Single Source:	\$	65,625

The remainder of each contract's twelve month award is held in reserved pending negotiation and approval of the remaining nine-month service model and contract budget.

Background:

Travis County has contracted social services from Austin Area Urban League and Caritas of Austin for many years. HHS/VS staff will continue to work extensively with these agencies to ensure funded services address the needs of the community.

Cc: Deborah Britton, Division Director, Community Services, TCHHS/VS
 Susan A. Spataro, CPA, CMA, Travis County Auditor
 Jose Palacios, Chief Assistant County Auditor
 Mary Etta Gerhardt, Assistant County Attorney
 Leroy Nellis Interim County Executive for Planning and Budget Office
 Diana Ramirez, Analyst, Planning and Budget Office
 Cyd Grimes, C.P.M., Travis County Purchasing Agent
 Mike Long, Assistant Purchasing Agent, Travis County Purchasing Office
 Kathleen Haas, Interim Financial Manager, TCHHS/VS
 Jim Lehrman, Division Director, Family Support Services, TCHHS/VS
 Blanca Leahy, Division Director, Research and Planning, TCHHS/VS
 Olie Pope, Veteran Services Officer, Veteran Services, TCHHS/VS
 Andrea Colunga-Bussey, Division Director, Office of Children's Services, TCHHS/VS

**2012 INITIAL RENEWAL AND AMENDMENT OF CONTRACT BETWEEN
TRAVIS COUNTY AND
CARITAS OF AUSTIN**

PARTIES

This 2012 Initial Renewal and Amendment ("2012 Initial Renewal") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Caritas of Austin ("Contractor").

RECITALS

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract") the Initial Term of which began January 1, 2009, and terminated December 31, 2009 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

The Contract provides for renewal of the agreement and changes to the agreement by the written agreement signed by both Parties.

The Contract has been previously renewed for additional terms with the latest term beginning January 1, 2011, and ending December 31, 2011 ("2011 Term").

County and Contractor desire to renew the Contract for an additional term, beginning January 1, 2012, and ending March 31, 2012.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to renew the Contract as follows:

1.0 GENERAL TERMS.

1.1 **2012 Initial Renewal Term.** The Parties acknowledge and agree to renew the Contract for an additional term beginning January 1, 2012, and terminating March 31, 2012 ("2012 Initial Renewal Term").

2.0 CONTRACTOR PERFORMANCE

2.1 **Contractor Services.** During the 2012 Initial Renewal Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, services and activities in accordance with the terms and conditions stated in this Contract as renewed and amended herein.

3.0 FINANCIAL PROVISIONS

3.1 **Contract Funds.** Contract Funds Amount. The Parties agree to amend Section 3.1, "Contract Funds Amount," by adding the following:

3.1-2012 – 2012 Initial Renewal Term. Subject to the requirements of the Contract, as amended, in consideration of the full and satisfactory performance of the services and activities provided by Contractor under the terms of the Contract, as determined by County, County shall provide Contract Funds not to exceed the following amount during the 2012 Initial Renewal Term:

\$ 65,625.00

3.2 **Maximum Funds.** The Parties agree to amend Section 6.1, "Maximum Funds," by adding the following:

6.1-2012 – 2012 Initial Renewal Term. Subject to the requirements of this Contract, as amended, County shall provide Contract Funds not to exceed the following amount during the 2012 Initial Renewal Term:

\$ 65,625.00

3.3 **Fiscal Year Limitations on Funding.** The Parties agree to amend Section 6.2.2, "Fiscal Year Division," by adding the following:

6.2.2(a) and (b) -2012 – 2012 Initial Renewal Term. During the 2012 Initial Renewal Term, an amount equal to up to 100% of the funds set forth in Sections 3.1 and 3.2 are eligible for reimbursement under the terms of the Contract as amended herein.

All other provisions of Section 6.2.2 not specifically changed herein shall remain in full force and effect.

4.0 ENTIRE AGREEMENT

4.1 **Attachments.** The Parties agree to amend the Contract, as to the 2012 Initial Renewal Term, by adding the following:

- 4.1.1 2012 Initial Renewal Term Program Cover Page - Form # 2
- 4.1.2 2012 Initial Renewal Term Program Work Statement - Form # 3
- 4.1.3 2012 Initial Renewal Term Special Conditions (if applicable)
- 4.1.4 2012 Initial Renewal Term Program Budget - Form # 4
- 4.1.5 2012 Initial Renewal Term Program Budget Narrative - Form # 5
- 4.1.6 2012 Initial Renewal Term Total Program Staff Positions and Time - Form # 6
- 4.1.7 2012 Initial Renewal Term Total Program Funding Summary - Form # 7
- 4.1.8 2012 Initial Renewal Term Subcontracted Expense Form - Form # 8
- 4.1.9 2012 Initial Renewal Term Performance Report Definition Tool - Form # 9

The attachments listed in Section 4.1 above are included in this 2012 Initial Renewal as Exhibit 1, and are hereby made a part of the Contract, as amended, and constitute promised performance by Contractor in accordance with all terms of the Contract, as amended.

4.2 **Promised Performance.** The Parties agree that, of those Attachments listed in Section 4.1 above, only those required of by Department as specifically including changes from the 2011 Term will be attached to this 2012 Initial Renewal. IF any of the above Attachments (Sections 4.1.1 - 4.1.9) are not included in Exhibit 1 to this 2012 Initial Renewal, then the terms of the corresponding Attachment for the 2011 Term will apply. All other attachments and terms not specifically changed in this 2012 Initial Renewal remain in full force and effect for the 2012 Initial Renewal Term.

5.0 **OTHER PROVISIONS.**

5.1 **Insurance.** The Parties agree that the requirements for insurance for the 2012 Initial Renewal Term will continue as set forth in the Contract. Contractor agrees to provide current documentation of such insurance as required under the Contract.

5.2 **Limitations.** Unless otherwise specifically stated herein, the performance required under this 2012 Initial Renewal is performable only during the 2012 Initial Renewal Term, and performance requirements and payment shall not carry over from one contract term to another.

5.3 **Update.** Within fifteen (15) days of execution of this 2012 Initial Renewal, Contractor agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials and other information required under the Contract, including , but not limited to, the following:

- 5.3.1 Completed 2012 Ethics Affidavit
- 5.3.2 Proof of Insurance
- 5.3.3 Update of any policies and procedures
- 5.3.4 Updated W-9 Taxpayer Identification Form
- 5.3.5 Updated IRS 990 Form
- 5.3.6 Change of Identity Information (Name, Address, Etc.), where applicable

5.4 **Debarment, Suspension and Other Responsibility Matters.** By signing this 2012 Initial Renewal, Contractor certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Contract. In addition, Contractor agrees to include the provisions in Section 15.6 of the Contract, "Debarment, Suspension and Other Responsibility Matters," in any subcontract to this Contract that exceeds \$100,000.00.

5.5 **Certification and Warranty.** By signing this 2012 Initial Renewal, Contractor certifies and warrants that all certifications and warranties under the Contract continue to be in full force and effect. Contractor also acknowledges and agrees that it has read all terms and provisions of the Contract and understands and agrees that, to the extent not specifically changed by this 2012 Initial Renewal, those terms and conditions remain in full force and effect for the 2012 Initial Renewal Term.

5.6 **Forfeiture of Contract.** For the 2012 Initial Renewal Term, the provisions of the Contract relating to Forfeiture of Contract and the Key Contracting Person list will reference the 2012 Ethics Affidavit and Key Contracting Persons list set forth in Exhibit 2 of this 2012 Initial Renewal, to be completed by Contractor as a part of this 2012 Initial Renewal.

5.7 **Conflict of Interest Questionnaire.** For the 2012 Initial Renewal Term, the provisions of the Contract relating to the Conflict of Interest Questionnaire will reference the 2011 Conflict of Interest Questionnaire.

6.0 **INCORPORATION**

6.1 County and Contractor hereby incorporate the Contract into this 2012 Initial Renewal. Except for the changes made in this 2012 Initial Renewal, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract with the changes made in this 2012 Initial Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.

7.0 **EFFECTIVE DATE**

7.1 This 2012 Initial Renewal is effective January 1, 2012, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

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EXHIBIT 2

ETHICS AFFIDAVIT AND KEY CONTRACTING PERSONS

**2012 INITIAL RENEWAL AND AMENDMENT OF CONTRACT BETWEEN
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THE AUSTIN AREA URBAN LEAGUE**

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EXHIBIT 2

ETHICS AFFIDAVIT AND KEY CONTRACTING PERSONS

TRAVIS COUNTY
Purchase Requisition

Number : 0000548461
 Type : 1 PURCHASE REQUISITION
 Status : READY FOR BUYER PROCESS
 Reason : FUNDING FIRST QTR OF FY2012 CONTRACT
 By : CAULA MCMARION 85444119
 Date : 12/13/11
 Vendor : 7301 AUSTIN AREA URBAN LEAGUE INC
 Contract nbr :
 Ship to : NS HUMAN SERVICES ADMIN SVCS
 Deliver by date : 12/13/11
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description	
- 1	11444.00	DOL	WORKFORCE DEVELOPMENT	1/1/12 - 03/31/12

Total: 11444.00

F9=Print

F3=Exit F7=Alternate view
 F10=Approval info F12=Cancel F20=Comments

TRAVIS COUNTY
Purchase Requisition

Number : 0000548463
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : FUNDING FIRST QTR OF FY2012 CONTRACT
 By : CAULA MCMARION 85444119
 Date : 12/13/11
 Vendor : 7335 CARITAS OF AUSTIN INC
 Contract nbr :
 Ship to : NS HUMAN SERVICES ADMIN SVCS
 Deliver by date : 12/13/11
 Buyer :
 Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description	1/1/12 - 03/31/12
1	65625.00		DOL HOUSING BEST SOURCE	

Total: 65625.00

F9=Print

F3=Exit F7=Alternate view
F10=Approval info F12=Cancel F20=Comments