



Item 11

Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: David Walch, 46663; Marvin Brice

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract 4400001150; True Light Outreach Ministries for Temporary Emergency Housing 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.

Travis County currently funds the Commitment to Change (CTC) substance abuse program in which program participants have demonstrated a need for temporary emergency residential housing. Emergency residential housing is defined as housing for those who are being discharged from the program without a new residence secured upon release. These services are reserved for those homeless clients most in need of assistance. Travis County currently contracts with two Temporary Emergency Housing providers.

True Light Outreach Ministries will provide Temporary Emergency Housing Services for both men and women at a unit rate of \$31.00 per day.

May 29, 2007 an "Order Exempting Purchase of Transition Housing Services from Competitive Proposal Requirements of the County Purchasing Act" was executed by the Travis County Commissioners Court. Additionally, Section 4.10 Exemption from County Purchasing Act, of the contract states, Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

- **Contract Expenditures:** Within the last 12 months \$100,353.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

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

Award Amount: As-Needed Basis
Contract Type: Professional Services Agreement
Contract Period: December 18, 2012 – September 30, 2013
Auto-Renewal

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s): Fund Center 1550010001; Item 511121
- Comments: As-Needed Contract

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

TRUE LIGHT OUTREACH MINISTRIES

FOR

TEMPORARY EMERGENCY RESIDENTIAL HOUSING

CONTRACT NO. 4400001150



Travis County Purchasing Office

RECEIVED
TRAVIS COUNTY

4400001150

2012 NOV 30 AM 10: 26

PURCHASING
OFFICE

TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term.....	4
3.0	Contractor's Responsibilities	4
4.0	Compensation, Billing and Payment.....	6
5.0	Records, Confidentiality and Access	8
6.0	Amendments/Modifications	8
7.0	Other Provisions.....	9
	Approvals.....	15

Attachments

Attachment A – Scope of Services & Performance Measures.....	16
Attachment B – Fee Schedule.....	24
Attachment C – Insurance Requirements.....	26
Attachment D – Ethics Affidavit including:	30
Exhibit 1 - List of Key Contracting Persons.....	31
Attachment E – Conflict of Interest Questionnaire.....	33

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
 FOR TEMPORARY EMERGENCY RESIDENTIAL HOUSING SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and True Light Outreach Ministries, (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of qualified Temporary Emergency Residential Housing providers to provide services for male and female post-release offenders who are participating in the Commitment to Change, Project Recovery, or the Mental Health Public Defender programs who are referred by Travis County;

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.
- 1.4 "Parties" mean Travis County and True Light Outreach Ministries.
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - 1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.5.3 but does not include

1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "DIRECTOR" means Roger Jefferies, the Executive Manager of Travis County Justice & Public Safety or his designee.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements. Contractor shall have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment C, "Insurance Requirements," may be imposed.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who

will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- | | |
|------------------------------------|---------------------|
| 4.1.1 <u>Not to exceed amount:</u> | N/A-As needed Basis |
| 4.1.2 <u>Additional Fees:</u> | None. |

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the hourly fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CENTER to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CENTER, or an agent or assignee of CENTER until:

4.8.1.1 the County Treasurer notifies CENTER in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CENTER to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CENTER may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Psychological / Psychiatric services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY

ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name

and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract Contractor shall forfeit all benefits of the contract and County shall retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:

(A) Contractor was doing business with any Key Contracting Person at the time of execution of the contract or had done business during the 365 day period immediately prior to the date on which it is executed; or

(B) Contractor does business with a Key Contracting Person at any time after the date on which the contract is executed and prior to full performance of the contract.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations,

or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E –Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion for
Covered Contracts

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. CPPO (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Roger Jefferies (or successor)
Travis County J&PS Executive Manager
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Janet Blake
True Light Outreach Ministries
3007 Northeast Drive
Austin, Texas 78723

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Department Director representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation

shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.19.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.20 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

True Light Outreach Ministries,

Travis County

True Light Outreach Ministries

By: Janet Blake Director
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 10-12-2012

Date: _____

Approved as to Legal Form By: _____

Assistant County Attorney

Approved by Purchasing: _____

Cyd Grimes, C.P.M., CPPO Purchasing Agent

True Light Outreach Ministries Program Operations Plan

Program Dashboard

Name of program:	True Light Outreach Ministries
Date of inception:	2005
Program leadership:	Janet Blake
Program mailing address:	3007 Northeast Drive, Austin, TX 78723
Program phone number:	(512) 507 – 6018
Program email:	janetblake56@gmail.com
Program servicing locations:	3014 Val Drive, Austin, TX 78723 (houses 8 men) 6344 Bridgewater Drive, Austin, TX 78723 (houses 7 men) 6605 Ashland Drive, Austin, TX 78723 (houses 7 women)

Program Description

True Light Outreach Ministries (TLOM), a non-profit organization, has provided temporary emergency housing for individuals in the Travis County area since 2005. Transitional housing, a component of the comprehensive support services provided by the organization, is provided in three residential facilities located in the northeastern corridor of Austin. The houses, two servicing men and one servicing women, feature clean, safe, sober facilities for adults in transition to self – sufficiency. TLOM staff, which includes a director, house manager and adult trainer, provide client case management along with the general administration of the program.

History

True Light Outreach Ministries was formed in 2005 to meet the need of providing safe, clean, secure sober transitional housing for Austin area men and women in crisis. Clients of TLOM include ex – offenders departing from the criminal justice system, MHMR clients, individuals leaving drug rehabilitation facilities, recipients of Social Security (SS)/Supplemental Security Income (SSI) benefits, participants in the Community Court Drug Program and the general public. True Light Outreach Ministries relies upon partnerships and collaborations with Austin area social service agencies and public entities to provide comprehensive needs – based case management for all clients. Former and current partners include the City of Austin Community Court, Travis County Community Supervision and Corrections Department, Austin Travis County Integral Care, Austin Recovery (both Men's and Women's programs), A New Entry, the Salvation Army (Cradle, Women and Children program) and the Wright House Wellness Center. TLOM was also a participant in the Katrina Emergency Homeless Program.

Staff

True Light Outreach Ministries is led by Janet Blake, founder and Executive Director. Ms. Blake, certified in Behavior Management and as a Licensed Vocational Nurse, has over 15 years of experience as a community advocate and a social service provider. For the last 10 years she has served as a registered agent with Adult Probation and has managed transitional housing facilities for men, women and children. Additionally, Ms. Blake has 9 years of family counseling training. Ms. Blake provides program operational administration, client case management along with supervision of the daily operations of the program.

Joseph Sampson has served as the house manager of the two male residential facilities since 2009. Mr. Sampson has facilitated numerous prison outreach ministries and projects; he also provides client case management.

Nicole Thompson Beavers has served as the program administrator and adult trainer since 2010. A certified financial literacy instructor with over 15 years of experience in adult education and workforce training, Ms. Thompson conducts money management classes and provides client case management.

Program Overview

True Light Outreach Ministries provides 24 – hour client care in three residential facilities located in the northeast Austin area. TLOM's structured supportive services have empowered individuals experiencing incarceration, drug rehabilitation, parental rights re-establishment, and other adverse life circumstances. TLOM's guiding principle promotes belief that every person has the right to rebuild their life with dignity, support and respect. To this end, TLOM features three single – gender homes, located within one to two blocks of public transportation, features semi – private living quarters, full service restrooms and kitchens, open living areas with cable televisions and telephones, on – site laundry and shaded outdoor space. Public libraries, retail grocery stores, restaurants and other establishments are also within short walking distances from each home. Staff facilitates periodic house meetings with clients individually and collectively to meet needs and to evaluate daily progress. Staff also provides transportation to other locations when needed and on an individual, case by case basis. Individual case management ensures that clients have guided assistance to re – establishing self – sufficiency. Clients receive counsel on securing personal documentation (birth certificates, identification cards, social security cards, etc.), access to support resources (including health care, temporary financial resources, food, transportation, etc.) and work source development.

Program Services

- All services listed below are provided to all eligible Clients upon admission.
- True Light Outreach Ministries provides Clients with a semi-private room.
- Clients are provided with all necessary linens upon admission.
- Clients are provided with an initial move-in toiletries packet (if needed).
- True Light Outreach Ministries provides on-site staff available 24 hours per day.
- True Light Outreach Ministries personnel provides monitoring of self – administered medications which have been prescribed by a licensed physician for the Client to ensure that the appropriate medication is taken in the correct dosages and at appropriate times (if needed).
- Telephones are provided in community rooms for local phone calls. Clients are allowed access to make and receive calls, which is of great importance when seeking employment and other social services available. This service enables them to provide a potential employer with a stable phone number at which they may be contacted or left a recorded message.
- Clients are provided two meals per day, prepared on site. Clients who are employed are given a sack lunch.
- True Light Outreach Ministries provides community day room areas equipped with microwaves, refrigerators, as well as cable television, and multiple seating for Client use.
- True Light Outreach Ministries provides on-site laundry facilities.
- True Light Outreach Ministries provides emergency transportation, as needed.

- True Light Outreach Ministries provides private conference rooms for meetings with caseworkers, as well as therapists and counselors.
- True Light Outreach Ministries provides meeting spaces for facility group meetings such as AA/NA, building meetings and other instructional gatherings.
- True Light Outreach Ministries provides a House Rules and Policies Handbook upon admission into the program.

Service Goals/Objectives

True Light Outreach Ministries proposes providing Temporary Emergency Housing Servicing to Travis County clients. Clients will receive the following services to meet accompanying objectives:

- True Light Outreach Ministries will provide Transitional Housing Recovery plans for each client, to be evaluated every 30 days the client receives care. The Recovery plans will be comprised of personal individualized goals established by the client with the assistance of staff. The goals will be modified as clients' progress through the program. (The objective is to assist the Client with accountability and responsibility for progression towards self – sustainability.)
- Alcoholics/Narcotics Anonymous meeting facilities will be provided off site daily for 3 months to a group of 12 Clients. (The objective is to assist the Client with the accomplishment of sobriety maintenance.)
- A money management program will be offered weekly on an individual basis. Staff will assist the Client as needed in formulating a budget, opening a checking/saving account establishing a savings plan and assuming monthly financial payments. (The objective is to enable the Client to take proper care of their financial obligations, build a savings for use upon discharge from True Light Outreach Ministries and to have extra money for personal needs.)
- Employment assistance will be offered weekly on an individual basis. Employment assistance services include instructions on completing applications, job searches utilizing classified advertisements, websites, etc., and procuring other job related assistance from WorkSource Solutions, Goodwill, and the Department of Disability and Rehabilitative Services (DARS). (The objective is to assist Clients who are unemployed and/or lack the knowledge or skills to obtain gainful employment independently.)
- Basic community life skills will be offered weekly on an individual basis, as needed. This service includes, but is not limited to learning to use the public transportation system, the telephone book, medical assistance programs, community service agencies, and other resources. Additionally, Clients will be assisted with obtaining personal documentation including copies of birth certificates, social security cards, and other identification. (The objective is to assist the Client in acquiring the necessary skills to become independent and productive members of the community.)
- Close supervision is provided by staff members performing constant observation in the residence. (The objective is to ensure each Client's safety and general well-being.)
- Daily hygienic and grooming practices will be monitored and encouraged. (The objective is to instill appropriate adoption of a sense of good physical well being and self worth of each Client.)
- Constant monitoring and observation of attitude changes, depression and self-esteem will take place daily. (The objective is to ensure the Client's personal safety and to anticipate negative aggressive behavior.)

- Daily monitoring of medication compliance and the necessity of prescription refills will take place daily. (The objective is to ensure the Client learns and adopts appropriate discipline regarding medication intake and correspondence with medical professions for prescription refills.)
- Staff will provide laundry services or training in laundry procedures, whichever is most appropriate. This determination will be made on an individual basis by staff. (The objective is to ensure that the Client is consistently provided with clean linens and clothing and laundry keeping skills.)
- True Light Outreach Ministries will maintain communication with caseworkers, therapists, and other external stakeholders incorporated in the Client's support system. (The objective is to maintain an on-going, consistent network of partners who offer supportive services for the Client.)
- True Light Outreach Ministries will arrange for the Client transportation to and from appointments as needed. (The objective is to provide continuity of care and services for the Client and to ensure that the Client keeps important appointments.)

Client's Responsibilities

- Clients are to follow all rules and regulations of True Light Outreach Ministries, as well as the rules of the originating program (as necessary).
- Clients are required to sign in and out when entering or leaving True Light Outreach Ministries property. The sign out sheets require the following information: Client's signature, destination, time leaving facility, expected time of return and actual time of return.
- Clients with drug and alcohol addictions should attend all AA/NA meetings required by the conditions of their individualized program.
- Clients should seek and obtain gainful employment as soon as possible after admission to True Light Outreach Ministries. Once employment is obtained, each Client is to furnish appropriate job information and a work schedule to the Director of True Light Outreach Ministries.
- Clients are to clean their personal living area daily and maintain proper hygiene. Clients also will share the responsibility of maintaining the cleanliness of communal areas such as the kitchen, living rooms, bathrooms, laundry rooms, etc.
- Clients are to wash personal clothing and linens weekly.
- Clients should open a savings account and secure a debit card after obtaining stable employment.

**ATTACHMENT B
FEE SCHEDULE**

Primary Service	Service Description	Unit	Rate
1) Supportive Housing	Housing in a structured living environment, providing three meals per day and weekly activities and services supporting substance abuse recovery (Example: AA/NA meeting, peer support meetings and/or sober recreational activities).	Day	\$31

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options may be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

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

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4. a. Waiver of Subrogation (Form CG 2404)

- b. Thirty (30) day Notice of Cancellation (Form CG 0205)
- c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a
\$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. 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 \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 10-12-2012
Name of Affiant: Janet Blake
Title of Affiant: Director
Business Name of Proponent: True light Outreach ministries
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

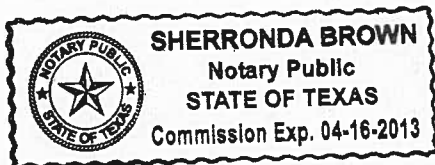
1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Janet Blake
Signature of Affiant
3007 N East Dr
Address Austin TX 78723

SUBSCRIBED AND SWORN TO before me by October on 12, 2012.

Sherronda Brown

Notary Public, State of Texas



Typed or printed name of notary
My commission expires: 4-16-2013

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
September 28, 2012

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Julie Wheeler*	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Vacant	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	

Attorney, Transactions Division Jim Connolly
 Attorney, Transactions Division Tenley Aldredge
 Director, Health Services Division Vacant
 Attorney, Health Services Division Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV Vacant
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Vacant
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Loren Breland, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III C.W. Bruner, CTP
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

Position Held	Name of Individual	
	Holding Office/Position	Date of Expiration
Purchasing Agent Assistant IV	Diana Gonzalez	12/16/12
Director, Health Services Division	Beth Devery	03/09/13
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M. ...	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant.....	Lori Duarte.....	06/15/13
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? YES NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor True Light Outreach Ministries Vendor I.D. or Social Security No. 1000004559
Janet Blake 10-10-12 Janet Blake Director
Signature of Authorized Representative Date Printed/Typed Name & Title of Authorized Representative



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

To: Cyd Grimes, Travis County Purchasing Agent

From: Roger Jefferies, County Executive, Justice and Public Safety

Date: August 30, 2012

SUBJECT: Request to contract with True Light Outreach Ministries for emergency residential housing

Travis County Justice and Public Safety (JPS) requests to enter into a contract with True Light Outreach Ministries (TLOM) to provide emergency residential (transitional) housing for male and female clients in the following JPS-funded programs: Commitment to Change; Inside-Out Travis County; Mental Health Public Defender Office; and Office of Parental Representation. The existing contract number is PS100126DW. The fund center is 1550010001 and the commitment item is 511121.

Emergency residential (transitional) housing is reserved for those homeless JPS clients most in need of assistance. All clients are prioritized for housing based on need and eligibility, as well as compliance with his/her case plan and case manager. Clients are closely monitored while in housing and case managers begin working with clients prior to initial placement to develop an exit plan. Case managers in all of the above-mentioned programs are required to identify and exhaust all placement options for clients (family, friends, and funding through churches and social service providers) before a client is deemed eligible for transitional housing. All referrals to transitional housing go through a joint staffing process, to ensure only clients who are truly in need of the service and with no other available options are being placed. The criteria to determine housing need and eligibility are: history of homelessness; familial, friends, and community connections (ties); history and severity of mental health problems; history of previous placements (housing, emergency shelters, substance abuse and

other treatment); history of services offered and response; current level of cooperation; and a permanency plan (as developed by client and case manager).

JPS currently contracts with three transitional housing providers, but there is a need to collaborate with additional providers, especially those that can assist female clients. Attached, you will find the program operations plan/scope of work for True Light Outreach Ministries. TLOM will offer all of the services within this plan to our clients for a daily rate of \$31.

cc: Cathy McClaugherty, Senior Planner
Kimberly Pierce, Planning Manager
David Walch, Purchasing Agent Assistant III

True Light Outreach Ministries Program Operations Plan

Program Dashboard

Name of program:	True Light Outreach Ministries
Date of inception:	2005
Program leadership:	Janet Blake
Program mailing address:	3007 Northeast Drive, Austin, TX 78723
Program phone number:	(512) 507 – 6018
Program email:	janetblake56@gmail.com
Program servicing locations:	3014 Val Drive, Austin, TX 78723 (houses 8 men) 6344 Bridgewater Drive, Austin, TX 78723 (houses 7 men) 6605 Ashland Drive, Austin, TX 78723 (houses 7 women)

Program Description

True Light Outreach Ministries (TLOM), a non-profit organization, has provided temporary emergency housing for individuals in the Travis County area since 2005. Transitional housing, a component of the comprehensive support services provided by the organization, is provided in three residential facilities located in the northeastern corridor of Austin. The houses, two servicing men and one servicing women, feature clean, safe, sober facilities for adults in transition to self – sufficiency. TLOM staff, which includes a director, house manager and adult trainer, provide client case management along with the general administration of the program.

History

True Light Outreach Ministries was formed in 2005 to meet the need of providing safe, clean, secure sober transitional housing for Austin area men and women in crisis. Clients of TLOM include ex – offenders departing from the criminal justice system, MHMR clients, individuals leaving drug rehabilitation facilities, recipients of Social Security (SS)/Supplemental Security Income (SSI) benefits, participants in the Community Court Drug Program and the general public. True Light Outreach Ministries relies upon partnerships and collaborations with Austin area social service agencies and public entities to provide comprehensive needs – based case management for all clients. Former and current partners include the City of Austin Community Court, Travis County Community Supervision and Corrections Department, Austin Travis County Integral Care, Austin Recovery (both Men’s and Women’s programs), A New Entry, the Salvation Army (Cradle, Women and Children program) and the Wright House Wellness Center. TLOM was also a participant in the Katrina Emergency Homeless Program.

Staff

True Light Outreach Ministries is led by Janet Blake, founder and Executive Director. Ms. Blake, certified in Behavior Management and as a Licensed Vocational Nurse, has over 15 years of experience as a community advocate and a social service provider. For the last 10 years she has served as a registered agent with Adult Probation and has managed transitional housing facilities for men, women and children. Additionally, Ms. Blake has 9 years of family counseling training. Ms. Blake provides program operational administration, client case management along with supervision of the daily operations of the program.

RECEIVED

Joseph Sampson has served as the house manager of the two male residential facilities since 2009. Mr. Sampson has facilitated numerous prison outreach ministries and projects; he also provides client case management.

Nicole Thompson Beavers has served as the program administrator and adult trainer since 2010. A certified financial literacy instructor with over 15 years of experience in adult education and workforce training, Ms. Thompson conducts money management classes and provides client case management.

Program Overview

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True Light Outreach Ministries proposes providing Temporary Emergency Housing Servicing to Travis County clients. Clients will receive the following services to meet accompanying objectives:

- True Light Outreach Ministries will provide Transitional Housing Recovery plans for each client, to be evaluated every 30 days the client receives care. The Recovery plans will be comprised of personal individualized goals established by the client with the assistance of staff. The goals will be modified as clients' progress through the program. (The objective is to assist the Client with accountability and responsibility for progression towards self – sustainability.)
- Alcoholics/Narcotics Anonymous meeting facilities will be provided off site daily for 3 months to a group of 12 Clients. (The objective is to assist the Client with the accomplishment of sobriety maintenance.)
- A money management program will be offered weekly on an individual basis. Staff will assist the Client as needed in formulating a budget, opening a checking/saving account establishing a savings plan and assuming monthly financial payments. (The objective is to enable the Client to take proper care of their financial obligations, build a savings for use upon discharge from True Light Outreach Ministries and to have extra money for personal needs.)
- Employment assistance will be offered weekly on an individual basis. Employment assistance services include instructions on completing applications, job searches utilizing classified advertisements, websites, etc., and procuring other job related assistance from WorkSource Solutions, Goodwill, and the Department of Disability and Rehabilitative Services (DARS). (The objective is to assist Clients who are unemployed and/or lack the knowledge or skills to obtain gainful employment independently.)
- Basic community life skills will be offered weekly on an individual basis, as needed. This service includes, but is not limited to learning to use the public transportation system, the telephone book, medical assistance programs, community service agencies, and other resources. Additionally, Clients will be assisted with obtaining personal documentation including copies of birth certificates, social security cards, and other identification. (The objective is to assist the Client in acquiring the necessary skills to become independent and productive members of the community.)
- Close supervision is provided by staff members performing constant observation in the residence. (The objective is to ensure each Client's safety and general well-being.)
- Daily hygienic and grooming practices will be monitored and encouraged. (The objective is to instill appropriate adoption of a sense of good physical well being and self worth of each Client.)
- Constant monitoring and observation of attitude changes, depression and self-esteem will take place daily. (The objective is to ensure the Client's personal safety and to anticipate negative aggressive behavior.)

- Daily monitoring of medication compliance and the necessity of prescription refills will take place daily. (The objective is to ensure the Client learns and adopts appropriate discipline regarding medication intake and correspondence with medical professions for prescription refills.)
- Staff will provide laundry services or training in laundry procedures, whichever is most appropriate. This determination will be made on an individual basis by staff. (The objective is to ensure that the Client is consistently provided with clean linens and clothing and laundry keeping skills.)
- True Light Outreach Ministries will maintain communication with caseworkers, therapists, and other external stakeholders incorporated in the Client's support system. (The objective is to maintain an on-going, consistent network of partners who offer supportive services for the Client.)
- True Light Outreach Ministries will arrange for the Client transportation to and from appointments as needed. (The objective is to provide continuity of care and services for the Client and to ensure that the Client keeps important appointments.)

Client's Responsibilities

- Clients are to follow all rules and regulations of True Light Outreach Ministries, as well as the rules of the originating program (as necessary).
- Clients are required to sign in and out when entering or leaving True Light Outreach Ministries property. The sign out sheets require the following information: Client's signature, destination, time leaving facility, expected time of return and actual time of return.
- Clients with drug and alcohol addictions should attend all AA/NA meetings required by the conditions of their individualized program.
- Clients should seek and obtain gainful employment as soon as possible after admission to True Light Outreach Ministries. Once employment is obtained, each Client is to furnish appropriate job information and a work schedule to the Director of True Light Outreach Ministries.
- Clients are to clean their personal living area daily and maintain proper hygiene. Clients also will share the responsibility of maintaining the cleanliness of communal areas such as the kitchen, living rooms, bathrooms, laundry rooms, etc.
- Clients are to wash personal clothing and linens weekly.
- Clients should open a savings account and secure a debit card after obtaining stable employment.