



Travis County Commissioners Court Agenda Request

Meeting Date: November 4, 2014

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract 440002252 , Second Chances Sober Recovery Homes, for Temporary Emergency Residential 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.
- Justice and Public Safety (JPS) is requesting the award of a contract to Second Chances Sober Recovery Homes 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 the Office of Parental Representation.
- Emergency residential (transitional) housing is reserved for homeless JPS clients, whom are most in need of assistance. These clients are prioritized for housing based on need and eligibility, as well as their compliance with their case plan. Case managers closely monitor the clients while in housing, even working with them prior to their initial placement in order to develop an exit plan.
- Second Chances Sober Recovery Homes will offer these services to these clients for a daily rate of \$31.
- **Contract Expenditures:** Within the last ____ months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: As-needed Basis

Contract Type: Professional Services Agreement

Contract Period: 11/4/14 – 9/30/15

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Fund Center 155001000, Item 511121

Comments:



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: May 15, 2014

SUBJECT: Request to contract with Second Chances Sober Recovery Homes for emergency residential housing

Travis County Justice and Public Safety (JPS) requests to enter into a contract with Second Chances Sober Recovery Homes 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 homeless JPS clients that are most in need of assistance. 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 them prior to their initial placement to develop an exit plan.

Attached, you will find the program operations plan/scope of work for Second Chances Sober Recovery Homes. Second Chances will offer all of the services within this plan to our clients for a daily rate of \$31. Please note that the fees on the attached "membership covenant" are for private-pay clients and are not applicable to this contract.

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

DRAFT

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

SECOND CHANCES SOBER RECOVERY HOMES

FOR

TEMPORARY EMERGENCY RESIDENTIAL HOUSING

CONTRACT NO. 4400002252



Travis County Purchasing Office

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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 Second Chances Sober Recovery Homes, (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, the Mental Health Public Defender programs, or other Travis County 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 Second Chances Sober Recovery Homes.
- 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, 2015, 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 five (5) 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 provide temporary emergency residential housing, in a timely manner, in accordance with the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Professional Licenses/Certification. CONTRACTOR covenants to undertake no task for which a professional license or certificate is required unless CONTRACTOR or someone under CONTRACTOR'S direction, including CONTRACTOR personnel, are appropriately licensed or certified. CONTRACTOR shall maintain all necessary licenses

and certifications related to the professional services and activities provided hereunder, and shall perform all services and activities under this Contract according to the applicable federal, state and local rules and regulations. In the event a license or certification held by CONTRACTOR, including an officer or employee of CONTRACTOR, expires, is revoked, suspended, probated, or cancelled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

CONTRACTOR warrants and represents that CONTRACTOR is a duly qualified, capable business entity, has and will maintain all necessary licenses and certifications related to the professional services and activities provided hereunder, and will provide COUNTY with copies of such licenses and certifications upon COUNTY'S request.

3.3 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.

3.4 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services, activities and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants and represents that the duties within this Agreement shall be performed in a good and professional and workmanlike manner.

3.5 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.

3.6 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].

3.7 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.

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

3.9 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.

3.10 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.

3.11 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.

3.12 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 CONTRACTOR, or an agent or assignee of CONTRACTOR 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 / Drug or Alcohol Treatment 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:

Second Chances Sober Recovery Homes
Attn: Jeff R. Lewis
14533 Ballyclarc Drive
Austin, Texas 78717

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 his 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 COUNTY Monitoring. County reserves the right to perform periodic on-site monitoring of CONTRACTOR's compliance/performance with the terms of this Agreement, and of the adequacy of CONTRACTOR's residential housing. Such monitoring visit(s) may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to CONTRACTOR's performance under this Agreement.

7.15 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.

7.16 Non-Party Beneficiaries. No provision in this Contract creates any benefits, rights or remedies for any person or entity that is not a party to this Contract, and the rights to performance in this Contract are only enforceable by COUNTY and CONTRACTOR.

7.17 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.

7.17.1 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.

7.17.2 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.

7.17.3 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.

7.18 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.

7.19 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, and that COUNTY is under no obligation to place individuals in CONTRACTOR's housing.

7.20 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.

7.21 Interpretational Guidelines

7.21.1 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.

7.21.2 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.

7.21.3 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.

7.22 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.

7.23 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do

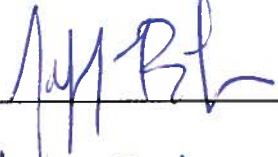
hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

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

Second Chances Sober Recovery Homes

Travis County

x 

x 

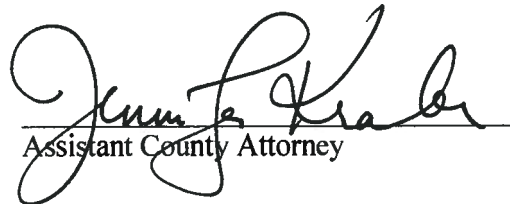
By: Jeff B. Lewis
Name and Title (Printed) *Managing member*

By: Samuel T. Biscoe
Travis County Judge

Date: 10/17/14

Date: _____

Approved as to Legal Form By:


Assistant County Attorney

Approved by Purchasing:

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

ATTACHMENT A
SCOPE OF SERVICES

Second Chances Sober Recovery Homes

(4/28/14 meeting with Travis County)

Experience

Second Chances Recovery Homes has provided residential services since 2011 to adults, male and female (18 and over) in separate homes, typically referred from treatment centers including Austin Recovery, La Hacienda, Origins, The Right Step, Burning Tree, Nova, The Last Resort, Serenity House, Spirit Lodge, Starlight, The Oaks, Christian Farms Tree House, Summer Sky, Texas Star and many, many others. Referring agencies include Texas Department of Health and Human Services, MHMR Clients, Social Security and SSI Recipients, U.S. Veterans, Texas State Parole Department, AIDS Services of Austin and many others.

Since 2013, Second Chances has an existing contract to provide services to Travis County Community Court (via ATCIC), temp to perm housing (ATCIC) and continues to this date. Jeff Lewis, (founder) has owned sober living and re-entry properties since 2009, (rented to others who ran their own operations) including 2206 E. 14th St, (A-New Entry), and others.

Program Services

- All services listed below are provided to all eligible clients upon admission.
- All will provide Clients with a semi-private room.
- Clients will be provided with all necessary linens upon admission.
- Clients will be provided with an initial move-in toiletries packet (if needed).
- Second Chances will have on-site staff available 24 hours per day.
- Drug testing weekly, (in many cases lab tested).
- Alcohol Breathalyzer testing every single day.
- Medication distribution will be monitored to ensure that the appropriate medication is taken in the correct dosages and at the appropriate times. Second Chances provides for the storage of prescription medication and the on-site managers make daily doses available to house members. House members are responsible for their own medication management, including obtaining refills as needed.
- Second Chances provides a family like environment, (normal look and feel of any normal home) with living rooms and kitchens equipped with microwaves, refrigerator, as well as cable T.V. high speed wifi with multiple seating for the Clients use.
- On-site laundry facilities.
- Emergency transportation as needed.
- Some transportation to various AA/NA meetings.
- Privacy for meetings with caseworkers, as well as therapists and counselors.
- Meeting spaces for facility group meetings such as AA/NA, building meetings and other instructional gatherings.

c.) Service Goals/Objectives

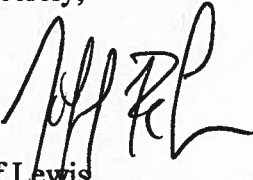
- Sobriety at all costs. What this looks like is employment, meetings, sponsorship, consistency and predictability. At times this means that we will encourage a member to quit a particular job if it's not a long term benefit and get a different one.
- Alcoholics/Narcotics Anonymous meeting will be provided twice weekly. A "Big Book" study and a "speaker" meeting. (The objective is to assist the offender with the desire and achievement of sobriety maintenance.)

Second Chances Recovery Homes Program description for Travis County on
4/28/2014

- Employment provided, (likely) through one of our referrals. Nothing is a guarantee however; today on our currently employed members who took jobs at our referrals are making over 20k monthly earnings. Goal is to have our members generate over 100k/mo through our referral employment providers. Soon to provide a 100% sober run business where producers will make over 50k/yr where employees/contractors must be in active recovery with measurable recovery results to maintain contract employment. (Look for more coming soon...)
- Employment is highly encouraged and pushed. We have found that anyone willing in Austin Texas is usually employed within days, (not months) of moving in. Simply put there is a progressive attitude in our homes where our clients are moving forward every day. Motivation usually comes in the form of a member purchasing a car, this usually happens every other week.
- Money management program will be offered including credit repair for those interested, (promoted not pushed) on an individual basis. Most will obtain a drivers license and given 90 days most will purchase a car. Most successfully maintaining sobriety and working consistently will be in a position to get their own apartment under their own name within 6 months. As you can imagine this doesn't happen by accident.

Thank you to those reading this, I look forward to working together for the betterment of many who are seeking to recover from addiction and change lives forever.

Sincerely,



Jeff Lewis
512-801-4778

Second Chances Sober Recovery homes

- Seasoned, Respected Director/Manager (10 yrs sober after 36 years using)
- High level of accountability, including:
 - ✓ 12 step program
 - ✓ Every day breathalyzer
 - ✓ Lab Drug testing
 - ✓ Weekly in-house recovery meetings, speaker and BB study
 - ✓ In-house on site managers who care
 - ✓ Under 30 day house available
- Three established homes in central Austin
- Wifi and cable TV in every room
- Located on bus lines
- Within walking distances of HEB, Library & commercial areas.
- Transportation to some AA meetings, 5 minutes from Club 101
- Employment, (**jobs available TODAY**, even with criminal record)

Jeff Lewis, Founder

David Jackson – Director, Manager less than 30 day's clean house - 10 years clean

Larry Foss House Manager Coventry Lane

Adam Ramos - House Manager Arnold Dr.

Second Chances Sober Living

Jeff Lewis 512-801-4778

Jeff.SecondChances@gmail.com

David Jackson 512-897-4906

Adam Ramos 512-962-9379

Larry Foss 512-822-3191

This Certifies That

Second Chances Sober Living

Has undergone an inspection process and is determined to have met the National Alliance for Recovery Residences' standard as a

Level II Recovery Residence

Expiration Date:
June 30, 2015



Jason Howell, Director
Texas Recovery Oriented Housing Network



A letter to the family from Jeff Lewis w/Second Chances Recovery Homes... You are a big part of the recovery process

I understand the trials and tribulations associated with a loved one entering recovery. I struggled with emotionally checking out and just washing my hands clean with Ashley. She's a single mother, CPS, drugs, alcohol, boys, as she lived with my wife and family for what seemed like years after making lots of mistakes is sober today. Her success didn't happen overnight. Jail, treatment, relapse, countless meetings, jobs and boyfriends even losing the last one to fatal overdose...

Today, we have had the privilege of watching lives change when an alcoholic or addict really works hard and with discipline regarding their recovery. As you enter into this I want to let you know what likely will happen. Once an addict or alcoholic begins to live sober, all of their relationships will have a shift, likely yours first. Learning about the right ways to communicate, boundaries, respect, accountability, discipline and honor, are all apart of living a sober lifestyle. This is clearly a huge change, picture a duck out of water

Many times, addiction keeps an individual away from their loved ones. This will change once a person becomes active in our program. Families no longer are kept out the lives of their loved one. Families are asked to participate with your loved one and also to become active in your own recovery process through Al-Anon or Na-Anon. This is critical, as in many cases there has been enabling, (won't say from who), but this must stop.

Accountability is mandatory for clients and anyone looking to live a life worth living so we ask the family members and other significant people to help with this process. We will work as a team to achieve the best possible outcome...permanent long term sobriety. In addition, we ask for commitments from each participating family member specifically regarding enabling and more importantly money, (cutting it off) to the one in recovery. We discuss realistic goals and set time frames for accomplishments. The most important thing in any recovery process is staying true to one's self which starts by honoring commitments made throughout the process of transformation.

If you are committed to helping your loved one, don't stop short of taking the final steps to protect his new sobriety. Get yourself a sponsor and establish boundaries and rewards in writing for your son, I'm happy to help you with what this might look like. Please don't hesitate to call me, Jeff at 512-801-4778. David Jackson our director, 512-897-4906 Larry Foss house manager, 512-822-3191 or Adam Ramos house manager 512-962-9379.

Sincerely,

Jeff Lewis

**SECOND CHANCES SOBER LIVING
MEMBER APPLICATION**

RETURN TO JEFF LEWIS @ Jeff.SecondChances@gmail.com

FULL NAME: _____ DATE OF BIRTH: ____/____/____

DRIVERS LICENSE # : _____ ST: _____ SS# _____ - _____ - _____

MY PHONE #: _____ EMAIL: _____

CLOSEST FAMILY MEMBER NAME #1, RELATIONSHIP TO YOU: _____

NAME: _____

PHONE # CELL: _____ HOME: _____ WORK: _____

CITY/STATE/ZIP: _____

CLOSEST FAMILY MEMBER NAME #2, RELATIONSHIP TO YOU: _____

NAME: _____

PHONE # CELL: _____ HOME: _____ WORK: _____

CITY/STATE/ZIP: _____

HOW LONG HAVE YOU BEEN SOBER? _____ DRUG(S) OF CHOICE: _____

WHICH 12-STEP MEETING(S) DO YOU ATTEND? _____

SPONSOR'S FULL NAME / CONTACT #: _____

MEDICAL CONDITIONS AND/OR MEDICATION CURRENTLY TAKING: _____

**SECOND CHANCES SOBER LIVING
MEMBER APPLICATION - PAGE TWO**

HAVE YOU LIVED IN A SOBER LIVING HOME BEFORE? CIRCLE: Y / N

IF YES, WHICH ONE(S): _____

ARE YOU INVOLVED IN ANY LEGAL ACTION? CIRCLE: Y / N

If "Yes" please explain details: _____

ARE YOU REQUIRED TO REGISTER AS A SEX OFFENDER? CIRCLE: Y / N

HAVE YOU EVER BEEN CONVICTED OF A FELONY? CIRCLE: Y / N EXPLAIN: _____

CURRENT EMPLOYER: _____ SALARY (WKLY/MNTHLY) _____

REQUESTED MOVE-IN DATE _____ / _____ / _____

All residents of Second Chances Sober Living are members of our recovery home and I understand that I do NOT have renter's rights or any rights of tenants pursuant to the Texas Property Code, and expressly waive any such rights in exchange for membership privileges. I understand that I am applying for membership to Second Chances Sober Living as a member of a recovery home and I agree to abide by the Member Covenant and House Rules, which I have read & understand.

By signing below, I certify that the information I've written in this application is true. I understand and accept the above conditions set forth for membership to Second Chances Sober Living.

Signed by Member; _____ Date _____

Signed by House Mgr or Witness _____ Date _____

SECOND CHANCES SOBER LIVING

RESIDENTIAL MEMBERSHIP COVENANT AND DUES

PRINT YOUR NAME _____ **TODAY'S DATE:** _____

MEMBERSHIP COVENANT

Second Chances Sober Living is an unrelated adult communal sober living environment. Our expectations at Second Chances are high and require a serious look before you sign up. We believe that it's not good enough to just be sober. We expect you to develop leadership qualities and be excelling in every area of your life from your health to spirituality. We expect you to quickly chair the meeting you attend, move through all 12 steps in 60 days, and obtain a sponsor in 48 hours. This will require a minimum of 20 working hours weekly including one on one meetings with your sponsor, Big Book study, journaling, step work and other reading for self improvement. David Jackson, your property director, has 10 years clean after living 38 years as an alcoholic and heroin addict. All our house managers have been where you're at and have a proven track record and success story where not every day has been or is perfect. We want your success as much as you do, maybe more.

The purpose of this contract and the major House rules that follow are to inform you of your rights as a member and what is required of you to maintain that membership. If you are not clearly understanding of this contract, now is the time to ask questions. You will be held accountable to this Covenant and rules.

Certain medication such as Suboxone, Methadone and certain other *similar* prescribed medication are considered on a case by case basis, however, due to the nature of the above medications, we require \$200.00 additional monthly fee for monitoring.

Payments may be paid weekly or monthly. Monthly payments are due on the day of your moving in and will be due each month on the date that you moved in and are considered late after the 2nd day resulting in a late fee. Payments not received by the 3rd day will result in expulsion. Weekly payments are due by 6:00 PM every Friday and are considered late at 8:00 PM. A late fee will be incurred for weekly payments received after 8:00 PM. All members will be required to pay an intake fee and 1st month's dues up front. Any payments received are first applied to delinquent dues member is brought current. No refunds will be issued to any member from Second Chances under any circumstances. Once a bed is reserved via payment the 90 day commitment has begun. There are no refunds for any reason.

Move in Intake fee: \$200.00 plus first 1st month totaling \$850.00.

Monthly Payment: \$650.00

Weekly Payment: \$155.00

Late Fee: \$15.00

Provisions – Each member will be provided a set of linens (mattress cover, sheets, pillow and pillow case). Second Chances will also supply common use items such as cookware, dining ware, cleaning products, paper towels, bath tissue and trash bags. Members are to purchase their own hygiene products, coffee and filters, soap, and laundry detergent. Use of Second Chances provisions for other than house use is considered stealing, and is grounds for expulsion.

Signed by Member; _____ Date _____

Signed by Witness; _____ Date _____

SECOND CHANCES SOBER LIVING**RESIDENTIAL MEMBERSHIP COVENANT AND RULES**

PRINT YOUR NAME _____ **TODAY'S DATE:** _____

Your initials indicate you have read, understood, accepted and will abide by these rules:

_____ **1. Zero Tolerance** for drug or alcohol use. No engaging in illegal substance manufacturing, possession and/or distribution will be tolerated. I will have no mind alternating addictive substance on the premises at anytime regardless if considered legal such as bath salts, spice, rush etc. – no exceptions.

_____ **2. Zero Tolerance** for stealing. (Taking food from others without permission is considered stealing.)

_____ **3. Zero Tolerance** for destruction of Second Chances or other member's property.

_____ **4. Zero Tolerance** for sexual activity between members on or off the property.

_____ **5. Zero Tolerance** for physical confrontation with any member.

_____ **6.** I am willing to submit to a drug/alcohol urine screen at any time. Failure to submit to a testing will be viewed as an admission of my relapse that results in immediate termination of membership and dismissed from the property. I also agree to room and personal belonging search by a member of management at any time.

_____ **7.** I will inform and document with the house manager of all new/existing prescribed medications. I understand that all medication must be approved and stored with the house manager. All medications will be stored under lock and key with the house manager and arrangements will be made to take medications as prescribed. If I go to the hospital/doctor and am prescribed a narcotic for pain or if the house manager feels like I am "doctor shopping" it will be considered a relapse. I will not tell other members what medications I am on.

_____ **8.** If I or anyone in the house suspects another member of using and does not notify the house manager, that person will be held responsible and removed from the house along with the user.

_____ **9.** I will get tested for HEP C and HIV within 3 days of move-in and every 6 months for existing members. This is at no cost to the member, see House Manager for details.

_____ **10.** I will attend **4 AA/NA meetings each week while** residing at Second Chances. At each meeting the chair person must sign your notebook (issued at move-in) confirming your attendance, and must be with you at the morning house meeting.

_____ **11.** I will **obtain and maintain a sponsor within 3 days** of moving into Second Chances. I give permission to the house manager and any staff to maintain contact with all sponsors and loved ones by signing a HIPA release, (attached).

_____ **12.** I will participate in ongoing mandatory house chores. If it's dirty then it needs to be cleaned immediately. My room and bathrooms must be clean at all times and my bed will be made whenever I'm not in the bed.

_____ **13.** My **curfew** is 9:00 PM Sunday through Saturday for the first 30 days. After 30 days my curfew will be 10pm. If I am going to be late for any reason, I will call the house manager. Lights out in common

SECOND CHANCES SOBER LIVING

RESIDENTIAL MEMBERSHIP COVENANT AND RULES

PRINT YOUR NAME _____ **TODAY'S DATE:** _____

area by 10:30pm Sun - Thurs. Day time curfew, (must be out of the house) between 9am and 3:30pm Mon - Friday unless working in the evening however, if at the house at noon, I will attend the 12:30pm 101 meeting.

____14. Overnight passes are given after 30 days living at Second Chances, (maximum 1 night per week 2 times per month.) All requests must be approved and made in advance at the daily house meeting.

____15. I will participate in daily devotional/study/meditation/big-book reading and daily house meeting every morning at 7am-8am.

____16. I understand that no guest of the opposite sex allowed on the property at any time, outside of family. Any visitor to Second Chances property will be asked to leave immediately if suspected of any use of any mind alternating substance. No guests are allowed in any bedrooms at anytime.

____17. I understand that I must be seeking employment, employed or enrolled in school or enrolled in an IOP program within the first 3 days of living at Second Chances.

____18. If I have a grievance complaint, conflict or request, forms are to be brought to the morning house meeting to be discussed. If of urgency, bring the issue to the house manager immediately. Forms and procedure are posted in common areas.

____19. I understand that having unusual job requirements must have Second Chances management approval.

____20. There is absolutely no tobacco use indoors including snuff or Electronic cigarettes. Smoking is allowed in designated area only.

____21. I understand that members are not allowed to have pets.

____22. I will limit house computer to business use and 30 minutes and will not turn on the TV or use computer use before 8:30am or after 10:30pm.

____23. **If my membership is terminated for any reason, there will not be a period of time for me to prepare to leave the property. I must leave the property within the hour (no matter the time or weather conditions or transportation problems). I will not be allowed to enter any room without both my former roommate present and the house manager. If I go to jail for any drug or alcohol related charge (including outstanding warrants) my property will be placed in storage and I will have 7 days to arrange for someone to pick it up for me or it will become the property of the house. I must call ahead to arrange for a pickup time and that person must be able to provide identification. If my membership is terminated from the house I am not allowed back to the property without management permission, no exceptions. I may reapply after 30 days clean and sober.**

Signed by Member; _____ Date _____

Signed by Witness; _____ Date _____

SECOND CHANCES SOBER LIVING**HOUSE CHORES**

PRINT YOUR NAME _____ TODAY'S DATE: _____

ALL MEMBERS ARE EXPECTED TO PARTICPATE IN HOUSE CHORES

1. Kitchen:**Daily:** Wipe down counters and appliances; empty trash.**Weekly:** COMPLETE DEEP CLEAN OF ENTIRE KITCHEN. Microwave, coffee makers, stove, oven, broiler, physical walls, pantry doors, under sinks, dishwasher, pantries with appropriate cleaners, specifically disinfectant like bleach.**2. Common Area:****Daily:** Wipe down and straighten all furniture and fixtures.**Weekly:** Dust all furniture and fixtures; vacuum/sweep all upholstery, move all furniture to clean.**3. Trash:****Daily:** Remove all house trash by consolidating the entire house into one single trash bag. Take all cans outside and physically wash with bleach solution using a rag. Replace with new bags.

Physically take large trash cans to street on Wednesday evenings, make sure facing the correct direction and 5 feet apart. Recycle is every other week.

4. Yard:**Daily:** Pickup sticks and cigarette butts, any trash in yard, water plants; empty ashtrays.**Weekly:** Mow/Rake/Blow/Weed eat yard (depending on season).**5. Bathrooms:****Daily:** DEEP CLEAN entire bathroom. Scrub toilet, sink, tub and shower; sweep and mop floor; empty trash; clean mirror. Restock toilet paper as needed, empty trash.**6. Floors:****Daily:** Sweep and mop all hard surface floors including all bedrooms and bathrooms using appropriate cleaner for each surface. Shake out/sweep mats and area rugs.**Weekly:** Wash all area rugs and community towels/bath seat covers. Wipe down all base boards and physically wipe down all doors inside and out using bleach or disinfectant.

SECOND CHANCES SOBER LIVING

HOUSE CHORES

PRINT YOUR NAME _____ **TODAY'S DATE:** _____

7. Laundry room:

Daily: Sweep the floor, empty lint, check for clothes in machines, notify house manager if clothes found.

Weekly: Sweep and mop all hard surface floors (using appropriate cleaner for each surface); wash area rug; shake out/sweep mats, clean machines, verify all vent connections are in place. Wipe down all surface areas, throw away any empty containers. Make sure that all house cleaners are neatly organized in laundry room shelf, not under sinks inside the house.

8. Fridge(s):

Daily: Sweep floor; wipe down machines and refrigerators, make command decision to throw away any empty containers and spoiled items.

Weekly: Use appropriate cleaning product to clean each shelf inside and outside of fridge. *Deep clean refrigerators.*Chore includes throwing out spoiled or unlabeled food. Report spoiled food left in refrigerator to house manager. It is a fineable offense, fines will be recorded.

Daily chores must be done before 8:30am. Weekly chores are to be done on Saturdays and must be completed no later than noon. All chores will be inspected by the House Manager. A \$10.00 fine will be issued for incomplete or ignored chores.

Chores will be rotated weekly.

Personal areas must be kept clean and neat at all times. Members' beds will be made when not in use. All laundry must be folded, hung, or in a laundry basket. Members are responsible for dusting their own personal area. Personal areas will be checked daily by the house manager. A \$10.00 fine will be issued for personal areas not meeting standards.

Each individual is responsible for cleaning his own mess. All dishes, cooking utensils, supplies, etc. used by a member will be cleaned by that member. Any member leaving a mess will be fined \$10.00.

The house must be kept in a presentable state at all times.

SIGNED AND AGREED TO BY MEMBER _____ **DATE** _____

SIGNED BY WITNESS; _____ **DATE** _____

SECOND CHANCES SOBER LIVING

RESIDENTIAL MEMBERSHIP COVENANT AND DUES

PRINT YOUR NAME _____ **TODAY'S DATE:** _____

MEMBERSHIP COVENANT

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Signed by Member; _____ Date _____

Signed by Witness; _____ Date _____

SECOND CHANCES SOBER LIVING**HIPAA RELEASE AND AUTHORIZATION**

I, _____, hereby authorize the following business and persons to act as my agent with regard to the matters specified in this Release:

Name: Second Chances Sober Living
 Address: 14533 Ballyclarc Drive, Austin, TX 78717
 Phone: 512-801-4778

If the person designated as my agent is unable or unwilling to serve, I designate the following persons as my agent hereunder, who shall serve in the following order:

A. First Alternate Agent

Name: David Jackson
 Address: 5506 Coventry Lane Austin TX. 78723
 AND
 6302 Arnold Drive A&B, Austin TX 78723
 Phone: 512-897-4906

B. Second Alternate Agent

Name: Jeff R. Lewis or any other staff or contractor for Second Chances Sober Living.

This Release and all of the provisions contained herein are effective immediately. I intend for my agent to be treated as I would be treated with respect to my rights regarding the use and disclosure of my individually identifiable health information and other medical records. This Release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164.

AUTHORIZATION

I hereby authorize any doctor, physician, medical specialist, psychiatrist, chiropractor, health-care professional, dentist, optometrist, health plan, hospital, hospice, clinic, laboratory, pharmacy or pharmacy benefit manager, medical facility, pathologist, or other provider of medical or mental health care, as well as any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has paid for or is seeking payment from me for such services (referred to herein as a "covered entity"), to give, disclose and release to my agent who is named herein and who is currently serving as such, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse. Additionally, this disclosure shall include the ability to ask questions and discuss this protected medical information with the person or entity who has possession of the protected medical information even if I am fully competent to ask questions and discuss this matter at the time. It is my intention to give a full authorization to any protected medical information to my agent.

SECOND CHANCES SOBER LIVING

HIPAA RELEASE AND AUTHORIZATION

In determining whether I am incapacitated, all individually identifiable health information and medical records shall be released to my agent, including any written opinion relating to my incapacity that my agent may have requested. This release authority applies to any information governed by HIPAA and applies even if my agent has not yet begun serving as my agent.

The authority given to my agent shall supersede any prior agreement that I may have made with my health-care providers to restrict access to or disclosure of my individually identifiable health information. The individually identifiable health information and other medical records given, disclosed, or released to my agent may be subject to redisclosure by my agent and may no longer be protected by HIPAA.

TERMINATION

This Release shall terminate on the first to occur of: (1) two years following my death, or (2) upon my written revocation actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, electronic mail, or any other receipt evidencing actual receipt by the covered entity. This Release shall not be affected by my subsequent disability or incapacity. There are no exceptions to my right to revoke this Release.

RELEASE

Each covered entity that acts in reliance on this Release shall be released from liability which may result from disclosing my individually identifiable health information and other medical records.

LEGAL ACTION

I authorize my agent to bring a legal action against a covered entity which refuses to accept and recognize this Release. Further, in order to fulfill my intent as expressed herein, I authorize my agent to sign any documentation that my agent deems necessary or appropriate in order to secure the disclosure of my individually identifiable health information and other medical records.

SUBSEQUENT DISCLOSURE OF INFORMATION

Any information disclosed to my agent pursuant to this Release may subsequently be disclosed to another party by my agent. My agent shall not be required to indemnify a covered entity or perform any act in the event information is subsequently disclosed by my agent.

COPIES AND FACSIMILES

Copies or facsimiles of this Release shall be as valid as the original Release.

I sign my name to this Release on _____, 2014, in Travis County, Texas.

Signature _____

Witness Signature: _____

Witnesses Print Name: _____

Address: _____

Date: _____, 2014

Second Chances Sober Living
Grievance Form

Grievance Information		
<p>Date of Occurrence: _____</p> <p>Note: Must be within 10 days of filing</p>	<p>Have you discussed this issue with your house manager? Yes No</p> <p>Date(s) of discussion:</p>	<p>House Managers: David Jackson - Director Larry Foss - House manager Adam Ramos - House manager Jeff R. Lewis - Managing member</p>
<p>Issue of Grievance: (Please read the list of issues that are not grievable below.)</p> <p>List specific problem(s)/issue(s). Example: written reprimand, issue with other member, etc.:</p> <hr/> <hr/> <p>For clarification of the issues of your grievance, please provide statements regarding the unfavorable decision/condition which is the subject of this grievance. (Describe what happened, when and where, how your membership has been affected, and indicate names of others involved. Attach any supporting documentation.)</p> <hr/> <hr/> <hr/>		
<p>Relief Requested: Indicate the action(s) that would resolve your grievance.</p> <hr/> <hr/> <hr/>		

My signature indicates that the information contained on this form and attachments to this form are true and factual to the best of my knowledge.

_____ Member's Signature
 Date

Group Grievance: If this is a group grievance, attach a list of all members who are parties to the grievance. The list must include each member's name, day time phone number and signature.

_____ Signature of M
 Date Received

Note: Grievance is not officially filed until this form is received by management.
Issues for Members not Eligible for Grievances

The following issues are not eligible for processing through the Second Chances member Grievance Procedure.

1. Issues which have been concluded by the rules and membership covenant.
2. Performance responsibilities, expectations or relapse.
3. Termination of membership, request for layoff from duties, because of inability.

If the subject of your grievance is related to any of the areas listed above, your grievance cannot be processed through the Member Grievance Procedure.

Mail or hand-deliver your grievance to your house manager or the following:
 Second Chances Sober Living
 14533 Ballyclarc Dr., Austin TX. 78717 Telephone (512) 801-4778

Second Chances Sober Living Confidentiality/Security Acknowledgement

Second Chances Sober Living has a legal and ethical responsibility to safeguard the privacy of all members and protect confidentiality and security of all health information. During your contract or affiliation with the Second Chances Sober Living, you may hear or read information related to a member or see computer or paper files containing confidential information, whether or not you are directly involved in providing member services. You may also create documents containing confidential member information, if it is part of your job description and/or as directed to do so by your supervisor.

As part of your contract or affiliation with the Second Chances Sober Living, you agree to adhere to the following regarding confidentiality and security of member information:

- ✓ *Confidential Health Information.* I will regard member confidentiality as a central obligation of member care. I understand that all information, which in any way may identify a member or which relates to a members health, must be maintained in the strictest confidence. Except as permitted by this Acknowledgement, I will not at any time during or after my contract or affiliation speak about or share any member information with any person or permit any person to examine or make copies of any member reports or other documents that I come into contact with or which I create, except as allowed within my job duties or by member authorization.
- ✓ *Permitted Use of Member Information.* I understand that I may use and disclose confidential member information only to other providers of health care services, if the purpose of the disclosure is for treatment, consultation, or referral of the member. If my job description allows, I may also disclose information for payment and billing purposes and/or internal operations, such as use for internal quality studies and for internal education activities.
- ✓ *Prohibited Use and Disclosure.* I understand that I must not access, use or disclose any member information for any purpose other than stated in this Acknowledgement. I may not release member records to outside parties except with the written authorization of the member, the member's representative, or for other limited or emergency circumstances. Special protections apply to mental health records, records of drug and alcohol treatment, and HIV related information. I must neither physically remove records containing member information from the provider's office, clinic, or facility, nor alter or destroy such records. Personnel who have access to member records must preserve their confidentiality and integrity, and no one is permitted access to health information without a legitimate, work-related reason.

I also agree to immediately report to my supervisor or to the Second Chances Sober Living Privacy Officer in the Office of Regulatory Affairs & Compliance any non-permitted disclosure of confidential member information that I make by accident or in error. I agree to report any use or disclosure of confidential member information that I see or know of others making that may be a wrongful disclosure.

- ✓ *Safeguards.* In the course of my contract or affiliation if I must discuss member information with other health care practitioners in the course of my contract or affiliation, I will use discretion to ensure that others who are not involved in the members care cannot overhear such conversations. I understand that when confidential member information is within my control, I must use all reasonable means to prevent it from being disclosed to others except as permitted by this Acknowledgement.

Protecting the confidentiality of member information means protecting it from unauthorized use or disclosure in any format, oral/verbal, fax, written, or electronic/computer.

- ✓ *Electronic Device Security.* If I keep any identifiable member information on a laptop or other electronic device, I agree to encrypt and/or password protect information on electronic devices. I will not attempt to access information by using a user identification code or password other than my own, nor will I release my user identification code or password code to anyone, or allow anyone to access or alter information under my identity.
- ✓ *Social Media Use.* I agree to never store member health information on social networking Web sites or transmit through peer-to-peer applications.
- ✓ *Physical Security.* I will take all reasonable precautions to safeguard *confidential* information. These precautions include using lockable file cabinets, locking office doors, securing data disks, tapes or CDs, using a password protected screen saver, encrypted laptops and electronic devices, etc. I agree to store my electronic media on approved institutional servers and store back-up media in approved locations.
- ✓ *Return or Destruction of Information.* If my contract or affiliation with Second Chances Sober Living requires that I take member information off the Second Chances Sober Living campus or off the property of the Second Chances Sober Living affiliates, I will ensure that I have the Second Chances Sober Living's or the other facility's permission to do so. I will protect member information from unauthorized disclosure to others, and I will ensure that all member information is returned to the appropriate facility.
- ✓ Unless specifically stated in my job description, I am not authorized to destroy any type of original member information maintained in any medium, i.e., paper, electronic, etc.
- ✓ *Termination.* When I leave my contract or affiliation or residency at the Second Chances Sober Living, I will ensure that I take no identifiable member information with me, and I will return all member information in any format to the Second Chances Sober Living or other appropriate facility. If it is not original documents, but rather my own personal notes, I must ensure that such information is destroyed in a manner that renders it unreadable and unusable by anyone. Discharge or termination, whether voluntary or not, shall not affect my ongoing obligation to safeguard the confidentiality and security of member information and to return or destroy any such information in my possession.

- ✓ *Violations.* I understand that violation of this Acknowledgement may result in corrective action, up to and including termination of my contract or affiliation. In addition, violation of privacy or security regulations could also result in fines or jail time.
- ✓ *Disclosures Required by Law.* I understand that I am required by law to report suspected child or elder abuse to the appropriate authority. I agree to cooperate with any investigation by the Department of Health and Human Services or any oversight agency, such as to help them determine if the Second Chances Sober Living is complying with federal or state privacy laws.

I understand that nothing in this Acknowledgement prevents me from making a disclosure of confidential member information if I am required by law to make such a disclosure.

My signature, on the following page, acknowledges that I have read the terms and conditions of this Acknowledgement. The signature page will be maintained by Second Chances Director, Jeff Lewis

By my signature below, I acknowledge that I have read the terms and conditions of the Confidentiality/Security Acknowledgement.

Signature: _____
Contractor

Printed name: _____

Date: _____

Work Phone: _____

PROVIDER SERVICE DELIVERY RECORD

CHILDREN'S CONTINUUM IDD SERVICES ECI THE CHILDREN'S PARTNERSHIP ATCIC-CFS YAFAC YES

CONSUMER NAME: _____ DOB: _____ CONSUMER ID #: _____

ORGANIZATION NAME: _____ ID # _____

PROVIDER NAME: _____ ID# _____

COORDINATOR: _____

Ref	Service Date MM/DD/YY	Service Code	Start Time	Stop Time	Total Time	Person Contacted C=Client F=Family w/client G=Parent/Guardian O=Collateral X=Family w/o client	Place of Service H=Client Home M=Community S=School D=Detention P=Provider Home C=Office/facility	Contact F=Face T=Phone	Intensity R=Routine U=Urgent E=Emergent	Appt. Code 1=seen as scheduled 3=cancelled (by client) 4=no show (client) 7=cancelled (by provider)	Progress P= Progress NP= No Progress M= Maintenance R= Regression
1.											
2.											
3.											
4.											
5.											
6.											
7.											

Plan of Care Goal or Person Directed Plan Objective (you must indicate the goal(s) for each service provided):

Goal/objective A: _____

Goal/objective B: _____

Goal/objective C: _____

REF #	DATE MM/DD/YY	SERVICE DELIVERY NOTES: Provide reference #, goal of service, signature and date for each entry. Include statement of progress, no progress, maintenance, or regression. Include credentials after signature, if applicable.

Eligibility and Consent Form

City-County Substance Abuse MSO

1. Today's Date: _____

2. Consumer's Name: _____

Consumer or legal guardian to fill out with staff assistance:

I attest that the following is true and accurate:

3. I am currently homeless.	True or False Initials: _____
4. a. My family's <u>monthly</u> income is: \$ _____ My family's <u>annual</u> income is: \$ _____ b. Number of persons in my household, <u>including myself</u> : _____ c. Did the consumer show a check stub or other documentation to verify their income? Yes or No If yes, what documentation was used? _____ (Staff note: Document income verification source in the clinical record, as well). d. The staff person (who will sign as the witness below) has determined as of today that my <u>household income</u> is <u>less than 200%</u> of the latest federal poverty income guidelines.	True or False Initials: _____
5. Please check one and initial to the right: <input type="checkbox"/> I do <u>not</u> have insurance or <u>other options</u> that could pay for the services that I need. In other words, I do <u>not</u> have Medicaid, Medicare, Veteran's Benefits, or other benefits that will pay for the services I need. <input type="checkbox"/> I have insurance or other options that could pay for the services that I need.	Initials: _____
6. I am <u>currently</u> a City of Austin or Travis County resident.	True or False Initials: _____
7. I intend to <u>continue</u> living in the City of Austin or Travis County after I receive these services.	True or False Initials: _____

8. "Understanding that my confidentiality will be protected, I hereby give my written permission to this agency (_____) to disclose my name and other identifying information, as well as substance abuse information collected by this agency, to the Capital Area Behavioral Health Care Corporation (CABHCC, Managed Service Organization), or other authorizing entity, and to project representatives from the City of Austin and Travis County (project funding source) for data collection and tracking purposes. Only anonymous results compiled from all consumer data will be published. I understand that this consent to disclose information may be revoked at any time, in writing, to this agency, but the revocation will not affect any disclosures already made prior to the cancellation notice. This agency cannot control how the protected health information will be used by the agency/person who receives it under this authorization. The consent, unless revoked sooner, will expire one (1) year from the date of my signature."

Signature of Consumer

Month/Day/Year (form is completed)

9. "Before me on this day personally appeared _____ (the consumer) who attested that everything recorded on this Eligibility and Consent Form is true and accurate."

Staff/Witness Signature

Month/Day/Year

10. **Gender:** Male Female **Age:** _____ **ZIP code:** _____
Ethnicity: White Native American Hispanic-Mexican Hispanic-Cuba Other
 Black Asian Hispanic-Puerto Rican Other Hispanic

11. **Referral Source:**

<input type="checkbox"/> Community Court
<input type="checkbox"/> Youth & Family Assessment Center (YAFAC)
<input type="checkbox"/> Children's Partnership
<input type="checkbox"/> City/County Primary Care Clinic
<input type="checkbox"/> ATCMHMR Psychiatric Emergency Services
<input type="checkbox"/> ATCMHMR Utilization Management
<input type="checkbox"/> Austin State Hospital
<input type="checkbox"/> Seton Shoal Creek Hospital
<input type="checkbox"/> The Lakes
<input type="checkbox"/> Parenting In Recovery
<input type="checkbox"/> Other Community Referral (Homeless Men & At-Risk Women funding and Youth funding):
<input type="checkbox"/> Self-Referral
<input type="checkbox"/> Sickness & physical health agency, hospital, or individual (other than City/County Primary Care Clinic)
<input type="checkbox"/> Family or marital related, such as family, friend, TDPRS, family counseling, etc.
<input type="checkbox"/> Emotional or psychological related, such as State Hospital, community MHMR center, etc.
<input type="checkbox"/> Drug/Alcohol related, such as other treatment program, AA, NA, etc.
<input type="checkbox"/> Employment or school related, such as an employee assistance program, school-based services, etc.
<input type="checkbox"/> Legal system related, such as probation, parole, jail, drug court, etc.
<input type="checkbox"/> Living arrangement related, such as shelter for the homeless or halfway house
<input type="checkbox"/> Other individual or agency

12. This person is: not homeless
 literally homeless See coding instructions in ECF Instructions
 marginally homeless

13. Is the consumer currently receiving or referred to **case management** services?

Do not count your agency's case management services unless it is funded by a source other than the SAMSO. If client is receiving services from YAFAC or the Children's Partnership, list Care Coordinator below.

- Consumer is already receiving case management:
Name of Case Manager: _____ Phone Number: _____
Name of agency: _____
- I have referred consumer today to:
Name of Case Manager: _____ Phone Number: _____
Name of agency: _____
- Client refused referral

14. Assessment/Screening Authorization #: _____ (Hold ECF until completed.)

15. Is consumer clinically appropriate for Network services? Yes or No

16. Treatment/Intervention Authorization #: _____ (Hold ECF until completed.)

17. Check one:

- Client scheduled to enter our program on (date) _____
- Our program is full. I have placed client on our waiting list.
- Client has been referred to another Network Provider (specify provider): _____
Written release of information must be obtained prior to sending paperwork (i.e. assessment) to other provider.

Second Chances Sober Living
Client Signature Authorization
for use with

Austin-Travis County Integral Care (ATCIC) Claims

I, _____, provide my signature below for use as authorization on file to process claims related to the Supported Traditional Housing and Case Management services I receive via Second Chances Sober Living. This authorization is only for use with services to be billed through ATCIC.

Signature

Date Services Began

City/County Authorization Request Form Second Chances (Exceptional Referral)

Client's Legal Name: _____

SSN: _____ DOB: _____ M F

Referral Source: _____ Previous Treatment: _____

Referral Received from Community Court: _____ (Date)

DSM IV Dx: (check all that apply): 304.80 303.90 304.20 304.0 Other: _____

Funding Source (check all that apply): Community Court

Motivation for Treatment: (Circle one) High Medium Low Other: (Describe) _____

Drug of Choice	Amount	Frequency	Duration	Last Use*
Primary:				
Secondary:				
Tertiary:				
*If last use is not in recent past, please include explanation in space at bottom.				

Type of Request (circle one): Initial Concurrent Extension Step-down Resubmission

Begin Date for Requested Services: _____

Please Check Requested Service(s):

- Supported Transitional Housing - H0043. Units requested: _____
- Alcohol and/or Drug Services Case Management – H0006.

Intensive Supportive General

Case management level confirmed with Community Court: _____
Name Date Time

Clinical Justification and/or Information for Reauthorization

(For reauthorization, include how client is benefiting, progress towards goals, motivation level, need for further treatment and number of units requesting.)

Completed by: _____ Agency: Second Chances Phone #: _____

Please Upload the Completed Form to ATCIC's FTP Website "Second Chances" Folder
CONTACT: Utilization Management (512) 440-4044



AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION

Name: _____ DOB: _____ SS#: _____
(Please print)

I give permission for: _____ to release my protected health information (PHI) to:

Name: Austin Travis County Integral Care (ATCIC)

Address: _____

Contact Number: _____

I understand that this authorization extends to all or any part of my records, which may include treatment for mental illness, developmental disabilities, chemical or alcohol dependency, communicable diseases such as HIV and AIDS, and any other types of treatment. I understand that this authorization is voluntary and I may refuse to sign this authorization. I further understand that my health care and the payment of my health care will not be affected if I do not sign this form.

Other information to be included: _____

The purpose of the disclosure is for the following:

____ Continuity of Care ____ Disability Benefits ____ At my request
____ Legal ____ School ____ Insurance Other: _____

This authorization can be cancelled at any time, in writing, to ATCIC, but the cancellation will not affect any disclosures already made prior to receipt of cancellation notice. ATCIC cannot control how the protected health information will be used by the agency/person who receives it under this authorization.

Unless cancelled or otherwise specified, this authorization will expire one year from date of signature. Other specified expiration date: _____

Client Signature: _____ Date: _____

Parent/Legal Guardian Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

ATTACHMENT B
FEE SCHEDULE

Primary Service	Service Description	Unit	Rate
1) Supportive Housing	Housing in a structured living environment, providing a food pantry for those in need 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: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proponent: _____
County of Proponent: _____

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.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary _____

My commission expires: _____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
September 10, 2014

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.....	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Executive Assistant.....	Sue Spears	
Commissioner, Precinct 2	Bruce Todd	
Commissioner, Precinct 2 (Spouse).....	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse).....	CharylN Daugherty	Consultant
Executive Assistant.....	Bob Moore*	
Executive Assistant.....	Martin Zamzow*	
Executive Assistant.....	Madison A. Gessner*	
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	
Interim County Executive, Planning & Budget	Leroy Nellis*	
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.	
Chief Information Officer	Tanya Acevedo	
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	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jennifer Kraber*	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	

Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentElaine Casas, J.D.*
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentElaine Casas, J.D.*
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB
 Purchasing Agent Assistant IVCW Bruner, CTP, CPPB
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVPatrick Strittmatter, CPPB
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB, CTPE
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVLoren Breland, CPPB
 Purchasing Agent Assistant IVJohn E. Pena, CTPM, CPPB
 Purchasing Agent Assistant IVAngel Gomez
 Purchasing Agent Assistant IVJesse Herrera, CPPB, CTPM, CTCM, CTP
 Purchasing Agent Assistant IIIVacant
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIISydney Ceder
 Purchasing Agent Assistant IIIRuena Victorino
 Purchasing Agent Assistant IIIRachel Fishback
 Purchasing Agent Assistant II.....L. Wade Laursen
 Purchasing Agent Assistant II.....Sam Francis
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystRosalinda Garcia

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Shannon Pleasant	08/22/15
Purchasing Business Analyst	Jennifer Francis	11/29/14
Executive Assistant	Barbara Smith	01/15/15
Attorney, Transactions Division	Jim Connolly	02/28/15
County Executive, Planning & Budget	Leslie Browder	03/31/15

* - Identifies employees who have been in that position less than a year.

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

Vendor I.D. or Social Security No.

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized Representative