



Travis County Commissioners Court Agenda Request

Meeting Date: December 13, 2011

Prepared By/Phone Number: David Walch 4-6663, Marvin Brice CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement NO. IL120048DW with Austin Travis County Integral Care and the City of Austin for inpatient treatment and post treatment services for mentally ill misdemeanor defendants in Travis County.

Ø **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.

This agreement supports Project Recovery, a joint project between the City of Austin, Travis County and Austin Travis County Integral Care. This project provides for a 90 day inpatient treatment program for mentally ill misdemeanor defendants with 90 days of aftercare services to include monthly updates of an individualized service plan, housing and social services.

This agreement represents a refinement of the referral process and a clarification of the roles and responsibilities of both the City and County and provides a fully outlined case management role for the program.

Ø **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

Ø **Contract-Related Information:**

Award Amount:	\$150,000
Contract Type:	Interlocal Agreement
Contract Period:	10-1-11 to 09-30-12

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

Ø **Funding Information:**

- Purchase Requisition in H.T.E.: 547369
- Funding Account(s): 001-5500-557-6099
- Comments:

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

CRIMINAL JUSTICE PLANNING DEPARTMENT

P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



Davel
11-17-11
MB

MEMORANDUM

To: Cyd Grimes, Travis County Purchasing Agent

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

From: Kimberly Pierce, Manager, Criminal Justice Planning

Date: November 8, 2011

Subject: Interlocal Agreement among the City of Austin, Travis County and Austin Travis County Integral Care

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OFFICE

Over the past year, partners from Travis County Criminal Justice Planning, Criminal Courts, Judge Nancy Hohengarten, Downtown Community Court and Austin Travis County Integral Care have been discussing strategies on improving the outcomes of clients participating in Project Recovery.

Partners have refined the referral process for Project Recovery, the roles and responsibilities of both the City and County, and fully outlined the case management role within the program. Project Recovery is a 90 day inpatient treatment program for mentally ill misdemeanor defendants with 90 days of aftercare services to include monthly updates of an individualized service plans, housing and social services.

Performance Measures:

Number of clients served in residential treatment	40
Number of clients successfully completing residential treatment	30
Number of unduplicated clients in aftercare	20
Percent of clients successfully completing residential treatment	50

Budget:

The County's investment remains the same at \$150,000. Total program budget is \$543,427.

Name Change:

Partners have also discussed the importance of changing the program's name due to the new changes, measures and expectations. The new name of the program is Road to Recovery. The name change is being processed through the City of Austin's business plan. As soon as the City

of Austin approves the name change, staff will submit to the Commissioners Court a contract modification.

Please see attached email from Assistant City Manager, Michael McDonald.

cc:

David Walch, Assistant Purchasing Agent

Jim Connolly, Assistant County Attorney

Katie Peterson, Analyst, Planning and Budget

Cory Burgess, Financial Analyst, Criminal Justice Planning

Roger Jefferies

From: McDonald, Michael [APD] <Michael.McDonald@austintexas.gov>
Sent: Wednesday, September 28, 2011 3:31 PM
To: Roger Jefferies
Cc: Jason Alexander; Pete (Community Court) Valdez
Subject: Name Change for Project Recovery

Roger, as per our conversation, the City Manager and I concur with the Judge that we should consider a name change for Project Recovery. Particularly, since the City and County are devoting other resources to assist this population and project recovery should be a component of the overall plan. However, there are community stakeholders that should be involved in the name change process. We can work together to determine the best path.

**INTERLOCAL AGREEMENT
AMONG

THE CITY OF AUSTIN
AND
TRAVIS COUNTY
AND
AUSTIN TRAVIS COUNTY INTEGRAL CARE**

RECITALS

This agreement (Agreement) is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation, if any, contemplated in this Agreement is in an amount that fairly compensates the performing party for the services or functions described herein, and is made from current revenues available to the paying party.

The City of Austin (City), Travis County (County), and Austin Travis County Integral Care (Center or Contractor), each individually as a “Party” and collectively “Parties”, hereby agree to enter into this Agreement regarding “Project Recovery” and agree as follows:

TERMS

1.0 DEFINITIONS

In this Agreement,

- 1.1 “City Council” means the City Council of the City of Austin.
- 1.2 “DACC” means the Downtown Austin Community Court of the City of Austin.
- 1.3 “Center” and “Contractor” means Austin Travis County Integral Care, the local mental health authority by the State of Texas for Travis County and the incorporated municipalities therein.
- 1.4 “Commissioners Court” means the Travis County Commissioners Court.
- 1.5 “County Department” means the Justice and Public Safety Department of Travis County.
- 1.6 “Purchasing Agent” means the individual identified by Travis County as holding County Purchasing Agent Authority, as defined in Section 9.2.

1.7 “Is doing business” and “has done business” mean:

1.7.1 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,

1.7.2 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;

1.7.3 **but does not include**

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

1.7.3.2 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

1.7.3.3 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.

1.8 "Key Contracting Person" means any person or business listed on the “List of Key Contracting Persons” attached to this Agreement and marked as EXHIBIT “1” to Exhibit F.

2.0 GENERAL PROVISIONS

2.1 Initial Term. The initial term (Initial Term) shall be from the Effective Date as shown in Section 16.0 through September 30, 2012.

2.2 Renewal Terms.

2.2.1 County Renewal: Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein (each such succeeding term a “Renewal Term”).

2.2.2 City Renewal: Subject to approval by the City Council and shall be evidenced by prior written approval of the Parties.

2.3 Once effective, this Agreement supersedes all prior Interlocal Agreements concerning the subject matter described herein.

3.0 CITY AND COUNTY RESPONSIBILITIES

3.1 City Responsibilities

3.1.1 Maximum Funds for Initial Term. In consideration of full and satisfactory performance of the services and activities to be performed by Center under the terms of this Agreement, City shall provide funds in an amount not to exceed \$393,427.00.

3.1.2 Renewal Terms. Amounts to be paid for Renewal Terms shall not exceed those amounts approved by the City Council.

3.2 County Responsibilities

3.2.1 Maximum Funds for Initial Term. In consideration of full and satisfactory performance of the services and activities to be performed by Center under the terms of this Agreement, County shall provide funds in an amount not to exceed \$150,000.00 with respect to the Initial Term.

3.2.2 Renewal Terms. Amounts to be paid for Renewal Terms shall not exceed those amounts approved by the Commissioners Court.

3.3 Payment for Services

3.3.1 City and County shall pay Center for services rendered and expenses incurred in performing work under this Agreement and in accordance with the Work Statement attached as Exhibit A, such payments as described in the applicable portions of the Budget attached as Exhibit C. The Center shall invoice the City and County separately each month.

3.3.2 Payments shall be made within 30 days upon receipt of a complete and correct invoice or payment request setting forth in sufficient detail services rendered and expenses incurred. Accrual and payment of interest on overdue payments from the County shall be governed by Chapter 2251 of the Texas Government Code.

3.3.3 City and County shall make payments for services provided under this Agreement from their current and projected revenue expenditures for the Initial Term.

3.3.4 City and County shall not be liable for costs incurred or services rendered by Center before or after the Agreement term, or not in accordance with the Work Statement or the Budget.

3.3.5 City's Maximum Liability for Initial Term. The maximum liability to the City for work performed by the Center under this Agreement during its Initial Term shall not exceed \$393,427.00.

3.3.6 County's Maximum Liability for Initial Term. The maximum liability to the County for work performed by the Center under this Agreement during its Initial Term shall not exceed \$150,000.00.

3.3.7 Overpayment. Center shall refund to City or County any money which has been paid to Center by City or County, respectively, which City or County determines has resulted in overpayment to Center. Such refund shall be made by Center to City or County within thirty (30) days Center receives a written request for a refund. If City or County enters into any subsequent Agreement with Center and Center fails to refund any money owed to the City or County under such agreement within thirty (30) days of request, the City or County may offset the difference against the next advance or payment payable to Center hereunder.

4.0 CENTER RESPONSIBILITIES

4.1 Delivery of Services.

4.1.1 City and County funds provided through this Agreement will be used by Center to provide for services as specified in Exhibit A and in accordance with all other terms and conditions stated in this Agreement.

4.1.2 In the event that Center incurs a termination or significant loss of funding from sources other than the City and County and upon which Center depends for performance under this Agreement, Center shall:

- a. Notify DACC and the County Department immediately of such loss of funding, the amount involved, and the services hereunder that are impacted;
- b. Provide DACC and the County Department with thirty (30) days written notice if the decrease in funding requires the termination of the Agreement, in whole or in part, with a description of the anticipated impact on services hereunder resulting from such decreases; and
- c. Advise DACC and the County Department on options to reduce services with concomitant reductions in the City's and the County's funding obligations based on the mutual agreement of the Parties.

4.2 Records

4.2.1 Center shall maintain all records and documentation necessary to evaluate the financial and performance efficacy of the provision of services under this Agreement and to perform audits authorized hereunder. Center shall maintain financial records and clinical documentation in a readily available state and location.

4.2.2 Clinical documentation should be reasonably accessible to City and County or their authorized representatives. Center agrees to mask information identifying clients in a way that will not obstruct City or County's monitoring and evaluation duties in any way unless the client has signed a release that authorizes the Center to release identifying information or unless such release is otherwise permitted by applicable law. Clinical documentation includes, but is not limited to, information

related to psychiatric visits, emergency room visits, and emergency medical service calls.

4.2.3 All records maintained under the terms of this Agreement shall be retained until all audits are complete and all questions arising from those audits or any other issues pertaining to this Agreement are resolved satisfactorily or three (3) years after the date of this Agreement ends, whichever occurs later.

4.3 Confidentiality. Center shall ensure the confidentiality of records and other information relating to clients receiving services in accordance with applicable regulations and applicable professional ethical standards. This provision shall not be construed as limiting the right of access to client information, with appropriate release of information by DACC and Center, to include evaluation, data collection and billing purposes.

4.4 Reports

4.4.1 Monthly Performance Reports. Center shall report monthly on the performance measures set out in Exhibit B.

4.4.2 Monthly Financial Reports. Center shall report monthly on how the funds received under this Agreement are allocated.

4.4.3 The reports shall be in the format which is determined by DACC and the County Department, and approved by the Center.

4.4.4 The reports shall be submitted to DACC and the County Department no later than ten (10) business days following the end of each reporting period. The first reporting period shall start on October 1, 2011 and end on October 31, 2011. Each month thereafter shall constitute a required reporting period.

4.5 Insurance. Center shall comply with the insurance requirements set out in Exhibits D and E of this Agreement.

4.6 Affidavit: Center shall complete Travis County's Ethics Affidavit, attached as Exhibit F.

5.0 FINANCIAL AFFAIRS AND AUDITS OF CENTER

5.1 Center's Financial Affairs. Center will manage its financial affairs in accordance with generally accepted governmental accounting standards.

5.2 Audit

5.2.1 Center, at its own expense, shall arrange for the performance of an annual financial audit to be conducted by an independent Certified Public Accountant ("CPA") for each of the Center's fiscal years in which Center receives funds under the terms of this Agreement.

5.2.2 Center shall submit a copy of the audit report (or summary thereof, at Center's option), including auditor's letters to management (if any), within the earlier of ten (10) business days after Center receipt of the report or six (6) months after the end of the Center's fiscal year, to DACC and the County Department, unless otherwise specifically authorized by DACC or the County Department in writing.

5.2.3 Center shall also provide DACC and the County Department with copies of all external program and/or financial audits and monitoring reports of Center operations (of a summary of any or all such documents, at Center's option) within ten (10) business days of receipt.

5.2.4 Center agrees to permit City and County to audit Center's records pursuant to Section 5.4 below, and to cooperate with City and County in obtaining any documents, materials, or information necessary to facilitate such audit.

5.2.5 City and County reserve the right to conduct audits of financial and program performance rendered under this Agreement.

5.3 Center Records

5.3.1 Records of the Center, its subsidiaries and affiliates that are subject to audit, shall include, but not be limited to, accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent to revenue and related costs and expenses of this Agreement. This includes records that will properly identify all revenues, all costs, including direct and indirect costs of labor, materials, equipment, supplies, and services and all other costs or expenses of what ever nature relating to this Agreement.

5.3.2 Center shall require all subcontractors and suppliers related to this Agreement to comply with the provisions of Section 5.0 and any other provisions so designated within this Agreement.

5.4 Access to Records

5.4.1 Center shall make Center records (as described in Section 5.3 of this Agreement) open to inspection and subject to audit and/or reproduction by the City and County and its authorized representatives during normal business hours.

5.4.2 Center shall allow the City and County access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by Center in relation to the performance of this Agreement while this Agreement is in effect and for a period of three years thereafter. All records must be retained beyond the third year if an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily, or if any claim or lawsuit pertaining to this Agreement remains unresolved as reasonably determined by City or the County.

5.5 Access to Facilities

5.5.1 Center shall provide access to Center facilities to the City and the County to conduct an audit.

5.5.2 Center shall provide adequate and appropriate work space to the City or the County or their authorized representatives to conduct interviews and review records for audits.

5.5.3 City and County shall conduct interviews and review records at reasonable times and in reasonable places.

6.0 CLAIMS NOTIFICATION

6.1 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 any Party in relation to the performance of this Agreement, any Party who becomes aware of such claim or other action shall give written notice to the other Parties, of the claim, or other action within three (3) business 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, whether 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 in 11.0 of this Agreement. Except as otherwise directed, each Party shall furnish to the other Parties copies of all pertinent papers it receives with respect to these claims or actions, to the extent that such papers are not subject to any legal privilege by the holder of such papers.

7.0 SUSPENSION OF FUNDING

7.1 If the City and the County determine that the Center is failing to timely and properly perform its obligations, the City and the County, without limiting any rights they may otherwise have, may at their discretion, and upon three (3) business days written notice to the Center, withhold further payments to the Center. Such notice may be given by mail or by personal service and include the default or failure and the action required for cure.

7.2 The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but, in no event, shall it exceed sixty (60) calendar days. At the end of the suspension period, if the City and the County determine that the default or failure has been corrected, the City and the County shall restore the Center's compliance status to full compliance status and Center will be paid all funds withheld during the suspension period.

7.3 The City and the County have the right, independent of the other, to suspend this Agreement without prior notice and opportunity to correct upon a reasonable belief of imminent or actual misuse or misappropriation of any Agreement Funds. The period of suspension based on this provision shall be for a period of time appropriate and reasonably necessary to complete an investigation, but in no event shall it exceed sixty (60) days without compensation to the Center. Should the City choose to exercise its

rights under this clause, upon reaching a decision to suspend, notice will be forwarded immediately to the Center and the County notifying it of the suspension and any investigation. Should the County choose to exercise its rights under this clause, upon reaching a decision to suspend, notice will be forwarded immediately to the Center and the City notifying it of the suspension and any investigation. At the end of the suspension period, if the City and/or County determine that no misuse or misappropriation has occurred, the City and the County shall restore the Center's compliance status to full compliance status and Center will be paid all funds withheld during the suspension period.

8.0 TERMINATION

8.1 Termination. Any Party may terminate this Agreement at any time by giving the other Parties written notice of such termination at least thirty (30) days before the effective date of the termination.

8.2 Notification. Any Party seeking to terminate this Agreement shall notify the other Parties of that decision in writing in compliance with Section 11.0 at least thirty (30) days before the date of termination. The written notice shall include the reasons for the termination; the effective date of the termination; and in the case of partial termination, the portion of the Agreement to be terminated.

8.3 Cancellation of Outstanding Obligations. Upon termination or receipt of notice to terminate, whichever occurs first, Center shall cancel, withdraw, or otherwise terminate any outstanding orders, contracts, or subcontracts, to the extent they are related to the performance of this Agreement, or the part of this Agreement to be terminated, and shall cease to incur costs. The City or the County shall not be liable to Center or to Center's creditors for costs incurred, or authorizations made after termination of this Agreement.

8.4 Continued Liability.

8.4.1 Notwithstanding any early termination pursuant to this Section 8.0, no Party shall be relieved of any liability to any other Party for damages due to breach of this Agreement.

8.4.2 City may withhold payments to Center if City has reasonable belief that damages are due to the City from Center until the exact amount of any damages due to City from Center is agreed upon or is otherwise determined.

8.4.3 County may withhold payments to Center if County has reasonable belief that damages are due to the County from Center until the exact amount of any damages due to County from Center is agreed upon or is otherwise determined.

8.5 Opportunity to correct. A Party that receives notice of termination due to a failure to satisfactorily comply with a material term(s) or condition(s) of this Agreement, may avoid termination of this Agreement if the Party corrects the cause of the termination to the satisfaction of the terminating Party and prior to the effective date of the termination.

9.0 AMENDMENTS

9.1 Written Amendment. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any exhibits to it shall be made in writing, approved by the governing bodies of each Party (to the extent that any Party's policies, procedures or other promulgated requirements require such approval), and signed by each Party.

9.2 County 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 Agreement. 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.

10.0 ENTIRE AGREEMENT

10.1 All oral and written agreements among Parties to this Agreement relating 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.

10.2 The exhibits set out below are hereby made part of this Agreement, and constitute promised performances by Center in accordance with all the provisions of this Agreement.

Exhibit A: Work Statement

Exhibit B: Performance Measures for Project Recovery

Exhibit C: Proposed Project Recovery Budget

Exhibit D: Insurance Requirements for City Contracts

Exhibit E: Insurance Requirements for County Contracts

Exhibit F: Ethics Affidavit and List of Key Contracting Persons

Exhibit G: Travis County's Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts

11.0 NOTICES

11.1 Written notice. Any notice required or permitted to be given under this Agreement by any Party to any other Party 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.

11.2 City Address

Marc Ott, City Manager

City of Austin

P.O. Box 1088

Austin, Texas 78767

Pete Valdez, Court Administrator
Downtown Austin Community Court
P.O. Box 1088
Austin, Texas 78767

11.3 County Address

Roger Jefferies, Justice and Public Safety County Executive
Criminal Justice Planning Department
P.O. Box 1748
Austin, Texas 78767

Cyd Grimes, C.P.M.
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

11.4 Center Address

David Evans, Chief Executive Officer
Austin Travis County Integral Care (ATCIC)
1430 Collier Street
P.O. Box 3548
Austin, Texas 78764-3548

With a copy to the Center's General Counsel at the same address.

11.5 Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 11.0.

12.0 OTHER AGREEMENTS

12.1 It is understood and agreed by Parties that the terms of this Agreement do not in any way limit or prohibit current or future agreements between the Parties for the provision of additional services as mutually agreed to in writing by the Parties.

13.0 MISCELLANEOUS PROVISIONS

13.1 Applicable law. The Parties expressly acknowledge and agree that City, County, and Center shall comply with the Constitution of the United States and the State of Texas and all federal, state, county, and city laws, rules, orders, ordinances, and regulations applicable to performance of this Agreement. Nothing herein shall alter the duty of the Parties to comply with applicable requirements of law.

13.2 Assignability. No Party may assign any of the rights or duties created by this Agreement, or any interests in this Agreement without the prior written approval of the other Parties.

13.3 Binding contract. Subject to 13.2, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties.

13.4 Non-waiver. No payment, act, or omission by any Party may constitute or be construed as a waiver of any breach or default which then exists or may subsequently exist.

13.5 Reservation of Rights. All rights of each Party under this Agreement are specifically reserved and any payment, act, or omission shall not impair or prejudice any remedy or right to any other Party 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.

13.6 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performed in Travis County, Texas.

13.7 Severability. If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder shall remain valid and binding.

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

13.9 Political Activity. Center shall not use any of the performance under this Agreement or any portion of the Agreement Funds for any activity related to the result of an election for public office.

13.10 Sectarian Activity.

13.10.1 Center shall ensure that activities performed under this Agreement shall be carried out in a manner free from religious influence.

13.10.2 Center shall not execute any agreement with any primarily religious organization to receive Agreement Funds from Center unless the agreement includes provisions to effectuate this Section.

13.10.3 Center shall submit such proposed agreements to City and County prior to the release of Agreement Funds.

13.11 Publicity. When appropriate, or as reasonably determined by DACC and the County Department, Center shall publicize the services and activities of Center under this Agreement. In any publicity prepared or distributed by or for Center, the funding through City and County shall be mentioned as having supported the project.

13.12 Dispute Resolution. When mediation is acceptable to all Parties in resolving a dispute arising under this Agreement, the Parties agree to use Dispute Resolution Center of Austin, Texas as a provider of mediations as described in Texas Code of Civil Practice and Remedies Section 154.023. Unless all 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 TX Civil Practice and Remedies Code §154.073, unless all Parties agree, in writing, to waive the confidentiality.

13.13 Dispute Resolution Involving the County - Administration by Purchasing Agent.

When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Agreement, 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 Agreement in relation to the described dispute. Unless otherwise stated in this Agreement, 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

13.14 Interpretational Guidelines.

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

13.14.2 Gender. Words of any gender in this Agreement shall be construed to include any other gender.

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

13.14.4 Third Parties. This Agreement creates no third party rights.

13.15 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.

13.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Agreement, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this Agreement that exceed \$100,000.00. *Form is provided as Exhibit G*

14.0 LEGAL AUTHORITY

14.1 Authority. Each Party guarantees that it possess the legal authority to enter into this Agreement, pay or receive funds authorized by this Agreement, and to perform the actions it has obligated itself to perform under this Agreement.

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

14.3 Suspension. City shall have the right to suspend or terminate this Agreement if there is a dispute as to the legal authority of either the Center or the person signing this Agreement on its behalf to enter into this Agreement or to render performance under it.

15.0 CONFLICT OF INTEREST


15.1 Center shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Center who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit form the activity, or have an interest in any contract, subcontract, or agreement with respect to it, or the proceeds under it, either for him, her, or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

16.0 EFFECTIVE DATE

16.1 This Agreement will be executed in duplicate originals and effective October 1, 2011 (“Effective Date”), when executed by all Parties.

[SIGNATURES ON NEXT PAGE]

**AUSTIN TRAVIS COUNTY
INTEGRAL CARE (ATCIC)**

BY: 
DAVID EVANS
CHIEF EXECUTIVE OFFICER

DATE: 10.21.2011

CITY OF AUSTIN

BY: _____
MARC OTT
CITY MANAGER, AUSTIN

DATE: _____

TRAVIS COUNTY

BY: _____
SAMUEL T. BISCOE
COUNTY JUDGE

DATE: _____

INTERLOCAL COOPERATION AGREEMENT

EXHIBIT A

WORK STATEMENT

CONTRACTOR:

Austin Travis County Integral Care (ATCIC)
1430 Collier Street
P.O. Box 3548
Austin, Texas 78764-3548

CONTACT: Abraham Minjarez
Phone: 512-445-7783

PROGRAM TITLE:

Project Recovery

PROJECT DESCRIPTION:

Overview

Project Recovery is an integrated mental health and substance use disorder treatment program for individuals who have a history of repeated contact with the criminal justice system. The appropriate level of care for clients is determined using a validated risk assessment tool. All assessments and treatment modalities use evidence-based methodologies to determine individualized treatment plans based on the referred client's needs, risks, and required level of care.

ATCIC, in cooperation with the City of Austin and Travis County, will establish and administer a treatment facility at 403 E 15th St, Austin, Texas for the purpose of providing services to Project Recovery clients.

Referral Process

Project Recovery accepts clients referred from DACC. The referral process will be administered by DACC, working from a list of priority clients. DACC clients and Travis County clients will be classified into three tiers based on their level of involvement with the criminal justice system. This list will be updated by DACC and the County Department on a quarterly basis:

1. Tier I: Community Frequent Offenders (25 or more DACC cases and an active DACC case within the last two years and/or a defendant that appears on the Travis County list of the top 100 individuals with the highest number of bookings).
2. Tier II: DACC defendants with 15-24 cases and/or frequently booked Travis County Criminal Court offenders with a mental health disorder.
3. Tier III: A client with any history at DACC or Travis County Courts.

The County will contact the designated DACC representative when a client referral is desired and DACC will schedule client assessments for County and DACC clients. The County

will provide criminal history, affidavit of arrest and a mental health report from Travis County Jail, for all defendants referred to DACC by the County. Clients who fall into one of these three tiers and express a desire to enter Project Recovery will be assessed by Project Recovery staff using an agreed upon validated risk and needs assessment tool or tools. Clients will then be admitted to Project Recovery based on bed availability and a combination of tier priority and assessment results, including information about previous treatment episodes. Project Recovery and DACC staff will collaborate to prioritize client referrals. Exceptional referrals for defendants who fall outside of the tier system will be considered on a case by case basis.

Administering Project Recovery

ATCIC will:

1. Facility management:
 - a. Manage the physical plant and maintenance operations of the treatment facility.
 - b. Oversee all facets of the daily operations, ensuring compliance with local, state, and federal laws, policies, and regulations.
 - c. Coordinate all maintenance, custodial, safety, security, construction, and/or grounds maintenance of the facility. Develop and implement facility operating policies and procedures.
 - d. Responsible for client, visitor, vendor, and staff facilities satisfaction metrics.
 - e. Develop business processes for general facility related activities (such as evacuation plans and site maintenance work).
 - f. Develop and maintain emergency/disaster preparedness and recovery plans.
 - g. Coordinate and supervise the maintenance of all aspects of the fire suppression system (including but not limited to fire panel, smoke detectors, and extinguishers).
2. Create uniform protocols for an evidence-based assessment and screening of referred clients to establish suitability for the program, incorporate services currently being received to avoid duplication in services, to identify risks, to determine needs and individualized treatment plans appropriate to their required level of care.
3. Provide integrated mental health and/or substance use disorder treatment utilizing evidence-based assessment and evidence-based cognitive treatment methodologies most appropriate to their required level of care.
4. Track and document client progress and program costs in compliance with Exhibit B, "Performance Measures for Project Recovery."
5. Provide case management (as defined by HHSC, case management involves an accountable staff person providing services) that provides a connection between the clients and the system of publicly-funded and community partner services and supports, and assures that these services meet reasonable standards of quality and lead to improved outcomes for individuals. Case Management shall also include:
 - a. Collaboration with client to develop an individualized service plan outlining client goals and the steps that will be taken to achieve those goals;
 - b. Monthly updates of the service plan to document progress toward goal achievement, a copy of which shall be provided to the client and to the

referring DACC case manager and, to the extent allowed by applicable law, any other professional working with the client (i.e. defense attorney, judge, probation officer, etc.);

- c. Transporting clients to meet with the DACC judge, for any scheduled hearing, to review the client's progress in treatment.
 - d. Comprehensive discharge planning to prepare the client to transition into the community following inpatient treatment phase, utilizing a team approach involving referring DACC case manager, any housing case manager assigned to the client, and, to the extent allowed by applicable law, any other professional working with the client (i.e. defense attorney, judge, probation officer, etc.). Team discharge planning meetings shall be coordinated by the Project Recovery staff members assigned to the client.
 - e. Assist and train eligible clients in preparation for employment, if appropriate, to include:
 - i. Resume writing;
 - ii. Job search skills;
 - iii. Interviewing skills; and
 - iv. Training in skills necessary to maintain employment.
 - f. Identify and assist eligible clients with applying for and securing income support services, such as SSI, SSDI, food stamps, etc.
 - g. Assist and train clients to complete housing applications, to include market rate, subsidized, transitional and permanent supportive housing.
 - h. Assist client in obtaining a Primary Care Physician and all needed medications for physical and mental health needs.
 - i. Provide transportation and transportation training to clients for medical, dental, mental health, ID, housing, benefits, and employment appointments or ensure client has resources to utilize public transportation.
 - j. Notification of referring DACC case manager, any housing case manager assigned to the client, and, to the extent allowed by applicable law, any other professional working with the client by the following business day of a client leaving the program for any reason.
6. Set up and administer:
 - a. Client program rules, policies, and procedures; and
 - b. Standards for successful completion of the program.
 7. Provide a minimum per client at the Project Recovery facility, subject to clients adhering to program rules, policies, and procedures, of the following sequential services:
 - a. 90 day inpatient services, utilizing evidenced-based treatment modalities as determined by the Center;

- b. 90 day aftercare services as defined by the Center, to include continued monthly updates of individualized service plan, a copy of which shall be provided to the client, the referring DACC case manager, any housing case manager assigned to the client, and, to the extent allowed by applicable law, any other professional working with the client (i.e. defense attorney, judge, probation officer, etc.);
8. Set up and maintain a reporting system to:
 - a. Identify and track each unduplicated client;
 - b. Track services provided to each client;
 - c. Report the results of services provided;
 - d. Report monthly on performance measures as set out in Exhibit B; and
 - e. Identify expenditures and provide proper billing to the City and County.

Condition For Use of City Funds

Notwithstanding any other provision in this Agreement, Center agrees that the funds provided by the City shall not be used for medical services, including detoxification services that require medical direction or medical/health services.

INTERLOCAL COOPERATION AGREEMENT

EXHIBIT B

**PERFORMANCE MEASURES FOR
PROJECT RECOVERY**

Measures with Performance Goals	FY2012 Target
Number of clients served in residential treatment at Project Recovery	40
Number of clients successfully completing residential treatment at Project Recovery	30
Number of unduplicated clients in aftercare services	20
Percent of clients successfully completing residential treatment at Project Recovery	50
Measures to be reported monthly without set Performance Goals	
Number of client screenings	
Number of hours of services provided	
Percent of clients who have obtained a picture ID	
Percent of clients who have maintained or obtained income	
Percent of clients who have maintained or obtained a primary medical care home before they complete the residential program	
Percent of clients discharged to stable housing upon completion of residential treatment	
Average community healthcare costs per successful graduate of Project Recovery before and after residential treatment. (Utilizing ICC data with three month pretest versus three month posttest).	
Number of incomplete treatment episodes due to client leaving the program	
Number of incomplete treatment episodes due to the program discharging the client	
Percent of clients who complete at least 30 days of aftercare service	
Percent of clients who complete at least 60 days of aftercare service	
Percent of clients who complete at least 90 days of aftercare service	
Percent of clients will successful treatment episodes who report sobriety 6 months after exiting services	

INTERLOCAL COOPERATION AGREEMENT

EXHIBIT C

PROPOSED PROJECT RECOVERY BUDGET
CITY FISCAL YEAR 2011-2012
&
PROPOSED PROJECT RECOVERY BUDGET
COUNTY FISCAL YEAR 2011-2012

Project Recovery
City/County Fiscal Year '12 Budget
(10/01/2011 - 09/30/2012)
Proposed Budget for City of Austin

Position	FTE	Salary	Fringe	Total Contract	City of Austin 72.397%
Total Salary & Fringe		\$271,392	\$85,706	\$361,098	\$227,511
Cook	0.45	9,805	5,698	15,503	15,179
Janitor	0.32	6,777	3,933	10,710	10,486
Supr Program Manager	0.30	16,597	5,685	22,282	21,816
Caseworker	2.26	48,263	16,909	65,172	63,810
LPHA	1.73	67,126	23,721	90,847	88,948
RN II	0.50	24,678	4,611	29,289	
Psychiatrist	0.30	49,622	8,051	57,673	
Supr FACT Staff	1.00	31,141	10,713	41,854	
Relief Caseworker	0.26	7,555	3,731	11,286	11,050
Relief Interpreter	0.10	9,828	2,654	12,482	12,221
Evaluator (contract)				4,000	4,000
Total Building Expenses				\$27,900	\$27,317
Building Maintenance				4,100	4,014
Other Building Expense				6,350	6,217
Utilities				17,450	17,085
Total Other Operating Expenses				\$105,027	\$102,832
Groceries				30,000	29,373
Office Supplies				1,055	1,033
Travel				3,000	2,937
Bus/Taxi				1,500	1,469
Minor Medical & Supplies				2,945	2,883
Educational Materials				1,914	1,874
Clothing Toiletries				6,000	5,875
Other				53,413	52,297
After Treatment Housing				5,200	5,091
Total Direct Expense				\$494,025	\$357,660
Indirect Expense (10%)				\$49,402	\$35,767
Total Contract				\$543,427	\$393,427

** % calculated on all expenses except FACT positions and Evaluator position

Project Recovery
City/County Fiscal Year '12 Budget
(10/01/2011 - 09/30/2012)
Proposed Budget for Travis County

Position	FTE	Salary	Fringe	Total Contract	Travis County 27.6026%
Total Salary & Fringe		\$271,392	\$85,706	\$361,098	\$133,587
Cook	0.45	9,805	5,698	15,503	324
Janitor	0.32	6,777	3,933	10,710	224
Supr Program Manager	0.30	16,597	5,685	22,282	466
Caseworker	2.26	48,263	16,909	65,172	1,362
LPHA	1.73	67,126	23,721	90,847	1,899
RN II	0.50	24,678	4,611	29,289	29,289
Psychiatrist	0.30	49,622	8,051	57,673	57,673
Supr FACT Staff	1.00	31,141	10,713	41,854	41,854
Relief Caseworker	0.26	7,555	3,731	11,286	236
Relief Interpreter	0.10	9,828	2,654	12,482	261
Evaluator (contract)				4,000	
Total Building Expenses				\$27,900	\$583
Building Maintenance				4,100	86
Other Building Expense				6,350	133
Utilities				17,450	365
Total Other Operating Expenses				\$105,027	\$2,195
Groceries				30,000	627
Office Supplies				1,055	22
Travel				3,000	63
Bus/Taxi				1,500	31
Minor Medical & Supplies				2,945	62
Educational Materials				1,914	40
Clothing Toiletries				6,000	125
Other				53,413	1,116
After Treatment Housing				5,200	109
Total Direct Expense				\$494,025	\$136,365
Indirect Expense (10%)				\$49,402	\$13,635
Total Contract				\$543,427	\$150,000

INTERLOCAL COOPERATION AGREEMENT

EXHIBIT D

INSURANCE REQUIREMENTS FOR CITY CONTRACTS

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and

endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Requirements:

a. Workers' Compensation and Employers' Liability Insurance

- i. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
- ii. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
- iii. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

b. Commercial General Liability Insurance

- i. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.

***Supplemental Insurance Requirement**

If eldercare, childcare, or housing for clients is provided, the required limits shall be: \$ 1,000,000 per occurrence

- ii. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
 - iii. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
 - iv. If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- c. The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.
- d. Business Automobile Liability Insurance
- i. Minimum limits:
 - \$500,000 combined single limit per occurrence
 - a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
 - b. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: \$100,000/\$300,000/\$100,000 may be provided in lieu of Business Automobile Liability Insurance.
 - ii. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. City of Austin named as additional insured (Form TE 9901B)
- e. Professional Liability Insurance
- Coverage shall be provided with a minimum limit of \$500,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Agreement. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the

Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

f. Blanket Crime Insurance

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

g. Directors and Officers Insurance

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

h. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment. The policy shall include the City as loss payee.

INTERLOCAL COOPERATION AGREEMENT

EXHIBIT E

INSURANCE REQUIREMENTS FOR COUNTY CONTRACTS

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 shall 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:
\$1,000,000* 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. **Minimum Limit: \$ 1,000,000 per Occurrence**

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.

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.

INTERLOCAL COOPERATION AGREEMENT

EXHIBIT F

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 10/21/2011
Name of Affiant: David Evans
Title of Affiant: Chief Executive Officer
Business Name of Proponent: Austin Travis County Integral Care
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

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

[Signature]
Signature of Affiant
PO Box 3548, Austin, TX 78764-3548
Address

SUBSCRIBED AND SWORN TO before me by David Evans on 10/21, 2011.

[Signature]



Notary Public, State of Texas
Sharon Taylor
Typed or printed name of notary
My commission expires: 04/12/2015

EXHIBIT "1"
LIST OF KEY CONTRACTING PERSONS
August 1, 2011

CURRENT

<u>Position Held</u> <u>Individual is Associated</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Name of Business</u> <u>With Which</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Jacob Cottingham*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Rodney Rhoades	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Criminal Justice Planning	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
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 DivisionJohn Hille
 Attorney, Transactions DivisionTamara Armstrong
 Attorney, Transactions DivisionDaniel Bradford
 Attorney, Transactions DivisionMary Etta Gerhardt
 Attorney, Transactions DivisionBarbara Wilson
 Attorney, Transactions DivisionJim Connolly
 Attorney, Transactions DivisionTenley Aldredge
 Director, Health Services DivisionBeth Devery
 Attorney, Health Services DivisionPrema Gregerson
 Purchasing AgentCyd Grimes, C.P.M.
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVDiana Gonzalez
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVVacant
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVGeorge R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IIIVacant
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIIElizabeth Corey, C.P.M.
 Purchasing Agent Assistant IIIRosalinda Garcia
 Purchasing Agent Assistant IIILoren Breland, CPPB
 Purchasing Agent Assistant II.....C.W. Bruner, CTP*
 Purchasing Agent Assistant IIINancy Barchus, CPPB
 HUB Coordinator.....Sylvia Lopez
 HUB Specialist.....Betty Chapa
 HUB Specialist.....Jerome Guerrero
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystJennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
County Executive, TNR.....	Joseph Gieselman	01/31/12
Purchasing Agent Assistant IV	Oralia Jones, CPPB	07/31/12

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

INTERLOCAL COOPERATION AGREEMENT

EXHIBIT G

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
Project Recovery Interlocal