



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: Shannon Pleasant CTPM / 854-1181;
Marvin Brice CPPB / 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes C.P.M. CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. 4400001613 with Austin Travis County Integral Care for the Mobile Crisis Outreach Team

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

Travis County Health and Human Services and Veteran Services (HHSVS) will pledge both local and matched federal funds in order for Austin Travis County Integral Care (ATCIC) to use for the provision of allowable mental health services.

This Interlocal Agreement is for the expansion of ATCIC's Mobile Crisis Outreach Team (MCOT). This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at key community intercept points. By expanding the MCOT at key community intercept points such as the Travis County Jail Central Booking and pairing two trained Mental Health Crisis Intervention Team law enforcement officers, an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department admissions. MCOT provides short-term community based interventions to stabilize an individual in a psychiatric crisis and link individuals to ongoing supports.

The agreement will target Travis County residents who are Medicaid eligible and/or indigent individuals in psychiatric crisis who come in contact with law enforcement and central booking. Currently, 38

ID# 9250

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

percent of ATCIC's consumers have Medicaid and 62 percent are indigent. Because this project targets a similar Medicaid eligible and indigent population, ATCIC anticipates this target population will mirror the population served by ATCIC.

The term of the agreement is September 1, 2013 thru August 31, 2014 and the not to exceed amount is \$1,000,000. HHSVS is recommending the authorization to transfer public funds to ATCIC for use as the non-federal share of supplemental waiver payments pursuant to Section 1903(w) of the Social Security Act (42 U.S.C. §1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433.52 and 433.54 and 1 Tex. Admin Code §355.8201.

A "Draft" copy is being presented to the Court for review; the originals are currently with ATCIC being routed for signature. Once signed and returned the originals will be sent to the Judge's office for signature.

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

➤ **Contract-Related Information:**

Award Amount: \$1,000,000

Contract Type: Interlocal Agreement

Contract Period: September 1, 2013 thru August 31, 2014

➤ **Contract Modification Information: NA**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information: NA**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

ID# 9250

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➤ **Special Contract Considerations: NA**

- 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):
- Comments: HHSVS cannot provide a funds reservation no. until after August 27, 2013 Commissioner Court. HHSVS will request approval of the budget transfer moving these funds from Reserve. Once it is approved, the Planning & Budget Office will transfer the funds into HHSVS' budget.

ID# 9250

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SOCIAL SERVICES CONTRACT

BETWEEN

TRAVIS COUNTY

AND

AUSTIN TRAVIS COUNTY INTEGRAL CARE

FOR

MOBILE CRISIS OUTREACH TEAM

CONTRACT NO. 4400001613

DRAFT



TRAVIS COUNTY PURCHASING OFFICE

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**LOCAL MATCH CONTRIBUTION AGREEMENT WITH
TRAVIS COUNTY AND AUSTIN TRAVIS COUNTY INTEGRAL CARE**

NAME OF CONTRIBUTOR	TRAVIS COUNTY
----------------------------	---------------

PLEGGED LOCAL MATCH AMOUNT	
DONATION	\$
TRANSFER	\$1,000,000.00
CERTIFICATION OF EXPENDITURES	\$

Travis County, the contributor identified above, pledges the local funds as indicated in order for Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin Travis County Integral Care (“ATCIC”), the Mental Health and Mental Retardation Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to TEXAS HEALTH AND SAFETY CODE, Chapters 531 and 534, and other applicable statutes, to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable mental health services or activities in accordance with the attached work statement.

All parties understand and agree that (1) the resource transfer will be used to draw down federal funds for performing ATCIC’s Mobile Crisis Outreach Team (“MCO”) Expansion Project for Regional Healthcare Partnership (“RHP”) Plan as part of the state’s Delivery System Reform Incentive Payment (“DSRIP”) Pool, authorized under Texas’s demonstration, entitled Healthcare Transformation and Quality Improvement Program (Project Number 11-W-002780) (“Waiver Program”) and (2) this Local Match Contribution Agreement with ATCIC (“Agreement”) is contingent upon acceptance of this Agreement in an open meeting by a majority of ATCIC’s Board of Trustees (“Board”).

SIGNATURES: The person signing this Agreement on behalf of Travis County or the Board hereby warrants that he or she has been fully authorized to:

- execute this Agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this Agreement.

For the faithful performance of this Agreement as delineated, the parties below affix their signatures and bind their agencies effective September 1, 2013, and continuing through August 31, 2014.

TRAVIS COUNTY: CONTRIBUTOR

AUSTIN TRAVIS COUNTY INTEGRAL CARE

Signature

Samuel T. Biscoe
Travis County Judge

Date: _____

Signature

David Evans
Chief Executive Officer

Date: _____

**Austin Travis County Integral Care (ATCIC)
Local Match Contribution Agreement**

GENERAL AGREEMENT TERMS

SECTION 1: Legal Authority

ATCIC has been designated as the Mental Health and Mental Retardation authority by the State of Texas for Travis County and the incorporated municipalities therein.

ATCIC is committed to coordinating an integrated array of quality community-based services addressing the needs and requests of people whose lives are affected by mental disabilities, substance abuse, children's developmental delays, and emotional behavioral or social disabilities problems; and building on the inherent strengths of consumers, families, staff and community.

ATCIC is also a major provider of mental health and mental retardation services, and is legislatively-mandated to provide community-based services as defined in TEXAS HEALTH AND SAFETY CODE, Chapter 534, Subchapter B, Community Based Services.

ATCIC has been designated as the Mental Health and Mental Retardation authority by the State of Texas for Travis County and the incorporated municipalities therein—and the entity designated to accept, donate, funds from any private entity, or transferred funds from any public entity, or allocations of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this Local Match Contribution Agreement (“Agreement”) are contingent upon the certification of private donations (if applicable) by ATCIC, and the final acceptance of this agreement in an open meeting by ATCIC’s Board of Trustees (“Board”).

Travis County is authorized to transfer public funds to ATCIC for use as the non-federal share of supplemental waiver payments pursuant to Section 1903(w) of the Social Security Act (42 U.S.C. §1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433.52 and 433.54 and 1 Tex. Admin Code §355.8201.

SECTION 2: Travis County, by executing this Agreement, certifies that Travis County, if it is a for-profit entity, does not currently:

- (i) have a contractual relationship with ATCIC for services or products of value of \$50,000.00 or greater; or
- (ii) have a bid before ATCIC for such a contract, except for a contract or bid that relates solely to providing mental health or substance use services.

SECTION 3: Travis County agrees as follows:

- a. To remit to ATCIC the pledged local share in accordance with Item E, Donation transfer Payment(s) and Public Entity Certification of Expenditures Schedule.
- b. For donations and transfers of funds, checks remitted by Travis County must be

made payable to ATCIC or to the Board and submitted to ATCIC through the Board.

- c. To keep, and make available to ATCIC or the Board upon request, records adequate to show that the contributed funds put forth in this Agreement are eligible as a resource transfer to draw down federal funds. The records shall be retained and made accessible for the longest of:
- (i) the period specified by the Board's record retention policies for such records;
 - (ii) three years after the end date of this Agreement; or
 - (iii) until the completion and resolution of all issues which arise from any litigation, claim, negotiation, audit, or other action that began during and was on-going as of the end of the normal retention period.
- d. When certifying expenditures of public funds used as a resource transfer to draw down federal funds as the local match, to provide the Board and ATCIC with a statement that certifies the expenditures, and includes a report and information detailing ATCIC's Mobile Crisis Outreach Team (MCOT) Expansion Project mental health services and activities for Regional Healthcare Partnership (RHP) Plan 7 as part of the state's Delivery System Reform Incentive Payment (DSRIP) Pool, authorized under Texas's 1115 demonstration, entitled Texas Healthcare Transformation and Quality Improvement Program (Project Number 11-W-00278/6) services in the format and within the time frames prescribed by the Board.
- e. To certify that the expenditures used as a resource transfer to draw down federal funds as a match are eligible as a resource transfer to draw down federal funds for federal match and were not used to match other federal funds.
- f. Donations from private entities:
- (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by ATCIC; and
 - (v) shall be subject to any applicable federal or state audit.
- Each private entity making a donation shall provide the Board and ATCIC, upon request, data needed for federal reporting purposes.
- g. To not at any time receive any part of the supplemental payments that are to be made by HHSC to ATCIC under the Waiver Program.

SECTION 4: The Board agrees as follows:

- a. To use the funds donated or transferred by Travis County as the IGT under the Waiver Program, and the resulting federal funds for allowable mental health services or activities within the area(s) consistent with the intent of this Agreement.
- b. To ensure that allowable mental health services or activities provided by funding made available through this Agreement are only those provided in accordance with the

attached program work statement and in accordance with applicable local, state, and federal laws and regulations.

- c. To ensure that certified public expenditures (if applicable) represent expenditures eligible as a resource transfer to draw down federal funds for federal match; were not used to match as a resource transfer to draw down other federal funds; and were not federal funds unless authorized by federal law to be used as a resource transfer to draw down other federal funds.
- d. For each Fiscal Year included within the term of this Agreement in which ATCIC expends a total of \$500,000 or more in Federal awards from all sources, ATCIC shall have an audit conducted in accordance with the Single Audit Act of 1984, 31 U.S.C., Section 7501 et seq., and OMB Circular No. A-133, "Audits of States, Local Government and other Non-Profit Organizations.
- e. To provide to Travis County no later than 10 business days copies of all reports, including, but not limited to, the report of any DSRIP project, required of the Board as an AGT pursuant to Texas Healthcare Transformation and Quality Improvement Program (Project Number 11-W-00278/6) ("Waiver Program").
- f. To ensure that donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's family or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by ATCIC;
 - (v) shall be subject to any applicable federal or state audit requirements; and
 - (vi) include data needed for federal reporting purposes.
- g. To inform Travis County of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.
- h. To submit a certification of expenditures report, certifying that allowable mental health services or activities related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and that the funds have not already been used as a match for any other federal matching program.
- i. Before Travis County can process a payment for ATCIC, ATCIC must provide the Travis County Purchasing Agent 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 rule and regulations. ATCIC shall also provide the Travis County Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 for each calendar year within 180 days of the ATCIC's fiscal year end.
- j. Insurance.

Requirements. ATCIC shall have, and shall require all subcontractors providing services under this Agreement to have, insurance sufficient to cover the needs of ATCIC and/or

subcontractor pursuant to applicable generally accepted business standards as set forth in Attachment B, "Insurance Requirements." Depending on services provided by ATCIC and/or subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment B, "Insurance Requirements," may be imposed.

No Liability Limitation. ATCIC shall submit to the Travis County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Agreement by the Parties. ATCIC shall not begin providing services under this Agreement until the required insurance is obtained and until such insurance certificate has been received by the Travis County Purchasing Agent. Acceptance of insurance by Travis County shall not relieve or decrease the liability of ATCIC with regard to its responsibilities under this Agreement and shall not be construed to be a limitation of liability. ATCIC shall provide new Certificates of Insurance within ten (10) working days of any renewal term of this Agreement.

Review and Adjustment. Travis County reserves the right to review the insurance requirements set forth in this Agreement during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by Travis County based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or ATCIC. ATCIC shall not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Agreement term.

k. To the extent provided by the Constitution and the laws of the State of Texas, and without waiving any immunity or other protection to which it may otherwise be entitled, ATCIC shall and does agree to indemnify, protect, defend, and hold harmless Travis County's officers, board members, agents, and employees from and against all claims, losses, damages, liens, causes of action, suits, judgments, expenses, and liabilities of every kind whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees arising in connection with the services and/or goods provided by ATCIC under this Agreement. It is the expressed intention of the parties to this Agreement, both ATCIC and Travis County, that the indemnity provided for in this paragraph is indemnity by ATCIC to indemnify and protect Travis County from the consequences of ATCIC's actions. If any claim or other action, including a proceeding before an administrative agency, is made or brought by any person, firm, corporation, or other entity against ATCIC in relation to the performance of this Agreement, ATCIC shall give written notice to Travis County of the claim or other action within three (3) working days after being notified of it or the threat of it, including 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 in this Agreement. Except as otherwise directed, ATCIC shall furnish to Travis County copies of all pertinent papers received with respect to these claims or actions.

l. Debarment, Suspension and Other Responsibility Matters. Certification under this Section provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." ATCIC, by signing this Agreement,

hereby certifies that, to the best of its knowledge and belief, it and its principles:

- (i) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.
- (ii) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (ii); and
- (iv) have not within a three year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default. Where ATCIC is unable to certify to any of the statements in this Section 4.1., ATCIC shall provide an explanation of such inability prior to the effective date of this Agreement for Travis County's consideration and evaluation with the understanding that such may result in termination of this Agreement by Travis County.

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SECTION 5 The Board and Travis County agree as follows:

- a. That performance under this Agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this Agreement in an open meeting by a majority of ATCIC's Board.
- b. To comply with federal regulations in 45 CFR §433 relating to matching fund requirements.
- c. Other agreed-upon local operating plans and procedures may be used to implement and carry out the terms and intent of this Agreement.
- d. This Agreement for Travis County to provide matching funds is contingent upon the availability and amount of unmatched federal DSRIP appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- e. This Agreement may be amended only by an instrument in writing that is signed by both parties. Amendments to this Agreement shall be effective as of the date stipulated therein. ATCIC acknowledges that no Travis County officer, agent, employee, or representative has any authority to amend this Agreement unless expressly granted that specific authority by the Travis County Commissioners Court. ATCIC shall submit any requests for changes to the Travis County Health and Human Services and Veterans Service (TCHHSVS), with a copy to the County Executive. Upon agreement by

TCHHSVS, the request will be submitted by the Travis County Purchasing Agent to the Travis County Commissioners Court (or Travis County Purchasing Agent).

- f. If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Agreement, on the part either of the parties hereto, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment or judicial interpretation that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- g. If either party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Agreement on any future date that is not less than thirty (30) days from the date of that further notice. Such written notification will be sent as appropriate, to either Travis County Health and Human Services and Veterans Service, P. O. Box 1748, Austin, Texas 78767, Attn: Kathleen Haas or Sherri Fleming, or ATCIC, P.O. Box 3548, Austin, Texas 78764-3548, Attn: David Evans, with a copy to General Counsel at the same address. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Travis County fails to provide funding for this Agreement for the following Travis County fiscal year, Travis County may terminate this Agreement after giving ATCIC written notice that the Agreement is terminated due to the failure to fund it. In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate Travis County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period of Travis County.

ATCIC LOCAL MATCH CONTRIBUTION INFORMATION

A. BOARD INFORMATION:

Board Name: Austin Travis County Integral Care
Board Address: 1430 Collier Street, Austin, Texas 78704
Board Staff Contact Name: Sharon Taylor Phone: (512) 440-4031 Fax: (512) 707-4900
E-mail Address: sharon.taylor@atcic.org

B. CONTRIBUTOR INFORMATION:

Contributor Name: Travis County
Contributor Address: Travis County Health and Human Services and Veterans Service P.O. Box 1748 Austin, TX 78767 ATTN: Kathleen Haas
Type of Entity: Governmental
Vendor ID Number or Federal Employer ID Number for Contributor or Contributor's Fiscal Agency: 4600092200
Contributor Contact Name: Kathleen Haas Phone: (512) 854-787
E-mail Address: kathleen.haas@co.travis.tx.us

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C. ORIGINATING AGREEMENT INFORMATION:

<u>Type of Contribution:</u> <input type="checkbox"/> Donation (Private Entity) <input checked="" type="checkbox"/> Transfer (Public Entity) <input type="checkbox"/> Certification (Public Entity)
Resource Transfer: \$1,000,000.00
Program Number: Expanded MCOT #133542405.2.2
Did a Board Member assist in securing this local match agreement? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<ul style="list-style-type: none">If YES, Name of Board Member:
<ul style="list-style-type: none">How did the Board Member assist?

A. USE OF FUNDS DESCRIPTION:

The planned use of funds, including planned amounts, is described below. Use of funds must be in compliance with the state’s Delivery System Reform Incentive Payment (DSRIP) Pool, authorized under Texas’s 1115 demonstration, entitled Texas Healthcare Transformation and Quality Improvement Program (Project Number 11-W-00278/6).

1. Cash Contribution: The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements.

Fund Use	Planned Local and Federal Funding (\$)	
<p>Mental Health Services and Activities</p> <p>TOTAL</p>	<p>The funds will be used as follows:</p> <ol style="list-style-type: none"> 1. This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and [redacted] with two units of Mental Health Crisis Intervention Team enforcement officers), an opportunity is created to divert inpatient psychiatric admissions to jail booking and emergency department (ED) admissions, provide short-term community-based interventions to stabilize persons in a psychiatric crisis and link these individuals to ongoing supports. 2. For eligible adults and children requiring crisis intervention services 3. For eligible adults and children meeting ATCIC’s eligibility criteria 	<p>\$4,102,885.00</p>
<p>Administration & Operations</p>	<p>The funds will be used for administration and operations in accordance with applicable Federal regulations and Agency policies.</p>	<p>\$ 0</p>
	<p>Total planned local and federal funds resulting from donations and transfers.</p>	<p>\$4,102,885.00</p>

2. Certification of Expenditures: The descriptions below describe: (1) the allowable mental health services and activities that resulted in local certified expenditures, the source of the local funds, and (2) the Board's planned use of the matched federal funds resulting from the certification of expenditures.

Fund Use		Planned Local & Federal Funding (\$)
Mental Health Services and Activities	Expenditures certified by the Board resulted from: <ol style="list-style-type: none"> 1. The unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and paired with two trained Mental Health Crisis Intervention Team law enforcement officers), an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department (ED) admissions, provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to ongoing supports. 2. For eligible adults and children requiring crisis intervention services 3. For eligible adults and children meeting ATCIC's eligibility criteria 	\$4,102,885.00
DRAFT		Planned Local & Federal Funding (\$)
Mental Health Services and Activities	The federal funds will be used: <ol style="list-style-type: none"> 1. This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and paired with two trained Mental Health Crisis Intervention Team law enforcement officers), an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department (ED) admissions, provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to ongoing supports. 2. For eligible adults and children requiring crisis intervention services 3. For eligible adults and children meeting ATCIC's eligibility criteria 	\$0 ** Federal funds are not available until October 2013 and March 2014
Administration and Operations	The funds will be used for administration and operations in accordance with applicable Federal regulation and Agency policies.	\$0
TOTAL	Total planned <u>local and federal</u> funds resulting from Certifications of expenditures.	\$4,102,885.00

**CERTIFICATION OF EXPENDITURES
BY A PUBLIC ENTITY**

Name of Contributing Public Entity: TRAVIS COUNTY

The public entity named above certifies expenditures in the amount of \$1,000,000 to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.53.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match; and
- 4) do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.53(h).

Signature of authorized agent: _____

Printed name of authorized agent: Samuel T. Biscoe

Title of authorized agent: Travis County Judge

DRAFT

**JOINT CERTIFICATION OF FUNDS
DONATED FROM PRIVATE SOURCES**

Name of Donor: Travis County

The Donor named above contributes funds in the amount of \$1,000,000.00 to ATCIC to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.53.

By signing below, the Donor and ATCIC certifies that the donated funds specified above:

- 1) are available and represent expenditures eligible for federal match;
- 2) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- 3) do not revert to the Donor's facility or use; and
- 4) are not used to match other federal funds.

DONOR'S CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: Samuel T. Biscoe

Title of authorized agent: Travis County Judge

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ATCIC's CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: David Evans

Title of authorized agent: Chief Executive Officer

Form#2:

PROGRAM COVER PAGE

Date Prepared: 7/29/13

For 2013 Social Service Contracts funded by Travis County

<p>1. Agency Name as provided in Articles of Incorporation: Austin Travis County Mental Health and Mental Retardation Center d.b.a., Austin Travis County Integral Care</p>	<p>2. Tax ID Number: 74-1547909</p>
<p>3. Program Name: Expanded MCOT</p> <p>4. Physical Street Address (Street, City, State, Zip): 1430 Collier St., Austin, TX 78704</p>	<p>5. Board President/Chair:</p> <p>Name: Dr. Matthew Snapp Address: 1430 Collier St., Austin, TX 78704 Email: mattsnapp@me.com Phone: 512-440-4031</p>
<p>6. Agency Chief Executive Officer:</p> <p>David Evans Phone: 516-440-4030 Fax: 512-707-4900 Email: David.Evans@atcic.org</p>	<p>7. Person authorized to sign contracts for Agency:</p> <p>David Evans (#6) Charles Harrison (#9)</p>
<p>8. Program Director:</p> <p>Sherry Blyth Phone: 512-804-3450 Fax: 512-440-4081 Email: Sherry.Blyth@atcic.org</p>	<p>9. Agency Financial Officer:</p> <p>Charles Harrison Phone: 512-440-4001 Fax: 512-440-4081 Email: Charles.Harrison@atcic.org</p>
<p>10. Contact person for PROGRAM issues:</p> <p>Sherry Blyth Phone: 512-804-3450 Fax: 512-440-4081 Email: Sherry.Blyth@atcic.org</p>	<p>11. Contact person for FINANCIAL issues:</p> <p>Charles Harrison Phone: 512-440-4001 Fax: 512-440-4081 Email: Charles.Harrison@atcic.org</p>
<p>12. Primary contact for Quarterly Program Performance Report issues: Phone: Email:</p>	<p>13. Person responsible for submitting Quarterly Program Performance Reports: Phone: Email:</p>
<p>14. Program funding amounts by source: Travis County Social Service</p> <p>Contract: \$1000,000.00 All OTHER Sources: \$3,102,885 TOTAL Program Funding: \$ 4,102,885</p>	<p>15. Primary contact person for this contract packet: Charles Harrison</p> <p>Position Title: Chief Financial Officer</p>

DRAFT

Form # 3: PROGRAM WORK STATEMENT

Date prepared: 7/29/13

for 2013 Social Service Contracts funded by Travis County

Agency: Please answer the following questions as they pertain to only those programs and services in which Travis County invests. Note: the information contained in this document will be used in reports to the Travis County Commissioners Court and the community.

Agency: Austin Travis County Integral Care **Program:** Expanded MCOT

1. Program goals and objectives:

Briefly describe the goals and objectives of the services purchased by Travis County in this contract.

As part of the Regional Health Plan (RHP) Region 7 Delivery System Reform Incentive Payments (DSRIP) submission to Texas Health and Human Services Commission (HHSC) and Center for Medicaid Services (CMS), ATCIC has submitted an Mobile Crisis Outreach Team (MCOT) expansion proposal. This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and paired with two trained Mental Health Crisis Intervention Team law enforcement officers), an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department (ED) admissions, provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to ongoing supports.

The approach to valuing this and all ATCIC Waiver projects considered three primary factors: factors related to an improved patient experience, community benefit and cost reduction to the healthcare system. In considering the incentive portion of the valuation, three principles and their subsequent impacts were taken into account. These principles include: investments required to initiate the projects, value associated with the services delivered for a period of time until outcomes/benefits can be demonstrated before receiving reimbursement, and incentives to the performing provider to accelerate transformation of the delivery system. This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and paired with two trained Mental Health Crisis Intervention Team law enforcement officers), an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department (ED) admissions, provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to ongoing supports.

Calculating the value of interventions for this project for a specialty behavioral health population was done using an economic evaluation model and extensive review of the literature conducted by H. Shelton Brown, Ph.D. at the University of Texas – Houston School of Public Health and Thomas Bohman, Ph.D. at the University of Texas – Austin Center for Social Work Research. This model employs a costs-utility analysis to measure program cost in dollars and the health consequences in utility-weighted units called quality-adjusted life-years (QALYs). The QALY index incorporates costs averted when known (e.g., emergency room visits that are avoided). The proposed program's value is based on a monetary value gained due to the intervention multiplied by number of participants. (Eichler, H. G., et al. (2004). "Use of cost-effectiveness analysis in health-care resource allocation decision-making: how are cost-effectiveness thresholds expected to emerge?" Value Health 7(5): 518-528;

<http://download.journals.elsevierhealth.com> The QALY value results in significant and meaningful values related to behavioral health interventions. Adults with SMI are often frequent users of the healthcare system. They also frequently present with a number of functional impairments that lead to involvement in the criminal justice system. Incremental improvements in their behavioral and physical health status have a significant impact on the improvement of the person's experience, benefit to the community, and the reduction of costs to the healthcare and criminal justice systems.

All project narratives and a description of the method used, titled 'Valuing Transformation Projects,' can be found on the performing provider website at IntegralCare.org under the Medicaid 1115 Transformation Waiver tab.

During the first year of the project, financial support from the Travis County Commissioners Court is needed to carry out the tasks necessary to launch the project and ultimately attain the project outcomes required by CMS to obtain reimbursement. These early preparatory tasks fall under two broad categories which are described below with

respect to the personnel needed to carry out these tasks:

- Hire a Program Manager and Evaluator who can take the lead on the following required project components:
 - (a) continue to assess size, characteristics and needs of target population
 - (b) continue to review literature and experiences similar to target populations to determine community-based interventions that are effective in averting negative outcomes
 - (c) continue to develop a project evaluation plan using qualitative and quantitative metrics to determine outcomes
 - (d) design models that include an appropriate range of community services and residential supports.
 - (e) design tools to assess the impact of interventions based on standardized quantitative measures and qualitative analysis relevant to the target population
 - (f) hire and equip staff (computers, phones, automobiles)
- Hire and equip a Project Manager and Director of Practice Management to do the following:
 - (a) Participate in required topical learning collaboratives that will bring together all levels of stakeholders who are involved in DSRIP projects that share common goals, outcomes, themes or approaches. This multi-pronged approach allows for continuous improvement of regional projects, which will in turn better serve RHP 7's low-income population and transform its healthcare delivery system.
 - (b) Establish legal agreements and mou's with local law enforcement, emergency departments and Travis County jail personnel regarding the parameters and details of the project collaboration
 - (c) Establish rental agreements and prepare a physical location for the team
 - (d) Coordinate and plan for the data collection and IT needs of this project
 - (e) Participate in region-wide, anchor-led meetings will be held at least annually.
 - (f) Participate in regular, anchor-led calls that are open to all performing providers and Intergovernmental Transfer (IGT) entities, as launched during plan development.

2. Program clients served:

Describe the eligibility requirements for participants in the program in each component of the program (for example: Travis County residents, income level, etc.).

The expanded MCOT will target Travis County residents who are Medicaid eligible and/or indigent individuals in psychiatric crisis who come in contact with 911, law enforcement, and central booking and receive appropriate, cost-effective care to address their acute needs. Currently, 58 percent of ATCIC's consumers have Medicaid and 62 percent are indigent. Because this project targets a similar Medicaid eligible and indigent population, ATCIC anticipates this target population will mirror the population served by ATCIC.

3. Program services and delivery:

Describe the Travis County funded services and how they are provided by the agency. Provide enough detail so that the contract reviewer is able to have a comprehensive understanding of your services and how they are delivered to clients.

MCOT services include site-based psychiatric screening and psychiatric crisis assessment, access to a prescriber as needed, diversion to appropriate community-based care and resources and short-term follow-up to ensure the individual's immediate crisis is stabilized and the individual is linked with ongoing care and resources. These services are "mobile" services provided on location in the community wherever the individual is presenting. By responding flexibly in the community at the time and place where they are presenting, the new expanded MCOT team will be able to reach these individuals in the community at the site of the crisis, provide appropriate treatment and divert potentially preventable behavioral health and criminal justice admissions and readmissions.

4. Service coordination and collaboration strategies:

Describe how the agency coordinates its services with services being provided by other agencies and describe how the agency collaborates with other agencies. If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

Originally established by the Travis County Commissioners Court, ATCIC's existing MCOT team currently works closely with several organizations to reach out to individuals experiencing psychiatric crisis, including partners such as The Travis County Sheriff's Department, Austin Police Department, Austin Independent School District, The Mental Health Public Defender's Office, Travis County Emergency Medical Services, and local Emergency Departments.

At a training and administrative level, ATCIC crisis employees have been meeting with ED social workers on a quarterly to bi-quarterly basis for approximately five years to identify, inform and address issues as they arise. Similarly, ATCIC crisis employees and local CIT law enforcement officers meet on a quarterly basis.

Beginning in February 2012, APD partnered with ATCIC as the community behavioral health authority to provide training about mental illness to CIT officers and new police department cadets. These joint trainings are the fruit of several years of collaboration and bridge building. These existing collaborative relationships will serve as the foundation for continued growth and development of ongoing formal and informal communication processes to ensure the success of this project.

5. OUTPUT Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 12-month goal amounts):

Please enter the output performance measures to be reported for your program. You must report the number of unduplicated clients served by funding source and at least one other output. Actual total program performance data for these outputs will be reported in the quarterly program performance reports.

<u>OUTPUT # 1</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
<p>Number of unduplicated clients served Enroll and serve individuals with targeted complex needs during DY3 (e.g., a diagnosis of severe mental illness with concomitant circumstances such as chronic physical health conditions, chronic or intermittent homelessness, cognitive issues resulting from severe mental illness, forensic involvement, resulting in extended or repeated stay at inpatient psychiatric facilities.)</p>	<p>Metric: Number of targeted individuals enrolled/served in the project. Baseline/Goal 1: 2,000 (duplicated) individuals</p>	<p>Metric: Number of targeted individuals enrolled/served in the project. Baseline/Goal: 2,000 (duplicated) individuals</p>	<p>Metric: Number of targeted individuals enrolled/served in the project. Baseline/Goal: 2,000 (duplicated) individuals</p>
<u>OUTPUT # 2</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
<p>Participate in face-to-face learning (ie, meetings or seminars) at least twice per year with other providers and the RHP to promote collaborative learning around shared or similar projects during DY2 – DY5. At each face-to-face meeting, all providers should identify and agree upon several improvements (simple initiatives that all providers can do to “raise the floor” for performance). Each participating provider should publicly commit to implementing these improvements.</p>	<p>Participate in semi-annual face-to-face meetings or seminars organized by the RHP. a.Data Source: Documentation of semiannual meetings including meeting agendas,</p>	<p>Participate in semi-annual face-to-face meetings or seminars organized by the RHP. a. Data Source: Documentation of semiannual meetings including meeting agendas, slides from presentations, and/or meeting notes</p>	<p>Participate in semi-annual face-to-face meetings or seminars organized by the RHP. b. Data Source: Documentation of semiannual meetings including meeting agendas, slides from presentations, and/or meeting notes</p>

	slides from presentations, and/or meeting notes		
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<u>OUTPUT # 3</u>	<u>Travis County</u> Annual Goal	<u>All Other Funding Sources</u> Annual Goal	TOTAL (Travis County + All Other) Annual Goal
Project Planning – engage stakeholders, identify current capacity and needed resources, determine timelines and document implementation plans during DY2	Project report and implementation plan	Project report and implementation plan	Project report and implementation plan

(If approved for additional Output measures, copy and paste the blocks above and re-number accordingly)

6. OUTCOME Performance Measures (replace the blue text in the left column below with the actual wording of your measures’ numerators, denominators, and outcome rates):

Please enter the outcome performance measures to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column’s shaded blocks, include the corresponding 12-month goal amounts and percentages (as applicable) for each line. **If an Outcome will NOT be reported every quarter, in the right column indicate for which quarterly report(s) you WILL be reporting that measure (for example, you might report for Q2 and Q4 only).**

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Total Program Performance – OUTCOME # 1 Decrease in preventable admissions and readmissions into Criminal Justice System;	Total Program Annual Goal	If not reported every Quarter, in which Quarter(s)?
a. Numerator: The percentage of individuals receiving specialized interventions that had a potentially preventable admission/readmission to a criminal justice setting (e.g. jail, prison, etc.) within the measurement period (numerator)	TBD	Q4
a. Denominator: The number of individuals receiving specialized interventions. <i>This would be measured at specified time intervals throughout the project to determine if there was a decrease.</i> (denominator)	TBD	
(During DY 4) Decrease of 5% below baseline(outcome rate)	5%	

Total Program Performance – OUTCOME # 2 Decrease in preventable admissions and readmissions into Criminal Justice System;	Total Program Annual Goal	If not reported every Quarter, in which Quarter(s)?
Numerator: The percentage of individuals receiving specialized interventions that had a potentially preventable admission/readmission to a criminal justice setting (e.g. jail, prison, etc.) within the measurement period (numerator)	TBD	Q4
Denominator: The number of individuals receiving specialized interventions. <i>This would be measured at specified time intervals throughout the project to determine if there was a decrease.</i> (denominator)	TBD	
(During DY 5) Decrease of 10% below baseline(outcome rate)	10%	

Total Program Performance – OUTCOME # 3 Behavioral Health/Substance Abuse 30 day readmission rate	Total Program Annual Goal	If not reported every Quarter, in which Quarter(s)?
The number of readmissions, for patients 18 years and older, for any cause, within 30 days of discharge from the index behavioral health and substance abuse admission is indicated as either the primary or secondary diagnosis. If an index admission has more than one readmission, only the first is counted as a readmission. (numerator)	TBD	Q4
The number of admissions, for patients 18 years and older, for patients discharged from the hospital with a principal or secondary diagnosis of behavioral health and substance abuse and with a complete claims history for the 12 months prior to admission (denominator)	TBD	
(During DY 4) 5% improvement over baseline (outcome rate)	5%	

Total Program Performance – OUTCOME # 4 Behavioral Health/Substance Abuse 30 day readmission rate	Total Program Annual Goal	If not reported every Quarter, in which Quarter(s)?
The number of readmissions, for patients 18 years and older, for any cause, within 30 days of discharge from the index behavioral health and substance abuse admission is indicated as either the primary or secondary diagnosis. If an index admission has more than one readmission, only the first is counted as a readmission.(numerator)	TBD	Q4
The number of admissions, for patients 18 years and older, for patients discharged from the hospital with a principal or secondary diagnosis of behavioral health and substance abuse and with a complete claims history for the 12 months prior to admission (denominator)	TBD	
(During DY 5) 10% improvement over baseline (outcome rate)	10%	

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(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)

7. Community planning activities:

Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.

ATCIC participates very actively in a number of local planning initiatives. ATCIC’s CEO, David Evans, and Dr. Matt Snapp serve on the Board of the Community Action Network (CAN), ATCIC’s Chief Program Operations Officer, Dawn Handley, represents ATCIC as a co-chair Central Health’s Community Care Collaborative (CCC) together with Central Health and Seton Healthcare System, and co-facilitates Travis County’s CHA-CHIP and I-Chip planning initiatives. ATCIC also co-chairs the Children’s Planning Partnership, Behavioral Health Planning Partnership and Mayor’s Mental Health Taskforce Indicator Improvement Project.

Directly tied to the expanded MCOT project, is ATCIC’s participation in the local Psychiatric Stakeholders Committee. The Psychiatric Stakeholders Committee was convened by Central Health in 2007. The group, comprised of high-level representatives from law enforcement, local hospitals, ATCIC, City of Austin, and Travis County, was formed to identify and address the unmet needs for persons in psychiatric crisis. As part of the Psychiatric Stakeholders Committee, a Crisis Intervention Committee (CIC) was formed to function as a work group to review mutually identified community measures, identify needs and gaps and propose solutions for the larger stakeholder group. These efforts have resulted in tangible improvements and investments in healthcare for Travis County citizens, including the allocation of \$9 million for inpatient psychiatric care in FY 2012. ATCIC’s proposal for expanded MCOT capacity aims to address one of the critical service gaps identified through the CIC workgroup.

With respect to community criminal justice planning groups, ATCIC acts as the community health Team Leader for the Mental Health Planning Partnership chaired by Judge Nancy Hohengarten. Additionally, ATCIC

participates as an active member of the local Criminal Justice Planning Committee and contributing member of the Planning Council for the Re-Entry Roundtable. As a member of these planning groups, ATCIC has been able to provide expertise and knowledge about the many needs of individuals with mental illness and co-occurring substance use disorders using the sequential intercept model as a tool for identifying opportunities to divert individuals to appropriate treatment alternatives rather than costly emergency and jail services. The expanded MCOT proposal utilizes the concept of critical community intercept points in a way that is similar in concept to the sequential intercept model used by the criminal justice planning groups.

8. Program Evaluation Plan

- Performance evaluation:

Describe how the agency will evaluate the program's performance in achieving program goals. Note: if any survey(s) or questionnaire(s) are used in the evaluation of the program or its performance, please provide a brief description of survey procedures (for example: how the survey is distributed and to whom).

ATCIC will utilize several avenues to evaluate the programs' performance in achieving both process and improvement goals. To evaluate meeting process goals, ATCIC will utilize documentation of semiannual meetings including meeting agendas, slices from presentations, and/or meeting notes and project report and implementation plan. To evaluate improvement goals, ATCIC will utilize ATCIC's comprehensive electronic health record (EHR) and jail records. Because ATCIC is the local behavioral health authority for Travis County, ATCIC's electronic health records will contain information about previous hospitalizations and clinical notes for ATCIC consumers, including individual care managed through ATCIC's authority function. In instances of potential readmissions, MCOT staff gain an advantage by having immediate access to an individual's EHR that is specific to the previous hospitalization and clinical notes since discharge. Finally, Interagency Care Collaborative (ICC) data is available and may also prove to be useful at a broad systems level.

- Quality improvement:

Describe the process for identifying problems, other issues in service delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective.

This project is unique in that it calls for teams to be co-located with four discrete community entities (two local hospital emergency departments within two different hospital systems, jail central booking and police). Ensuring good communication across all five systems, including ATCIC, is vital to the success of the project. For DY2, a process milestone was chosen that would ensure adequate time will be invested in project planning and finalization of project implementation. A focused, collaborative project planning process will provide opportunity to build this collaboration and partner with all five entities in a deliberate and thoughtful planning process.

With the proposed increase in MCOT capacity there will be an accompanying need for added behavioral health capacity so that once the immediate crisis is resolved, individuals can be referred and linked to ongoing behavioral health care. In keeping with the community needs identified in Central Health's Community Needs Assessment (CNA), ATCIC has also submitted the following proposals to Texas Health and Human Services Commission (HHSC) and Center for Medicaid Services (CMS) as part of the Regional Health Plan (RHP) in addition to the proposed MCOT expansion proposal.

1. Access to prescribers (CN.4): *MCOT will use telemedicine, currently proposed project in RHP 7*
2. Hotline staff to assess and triage referrals (CN.15): *included as part of this proposed project*
3. Crisis residential capacity to meet the need for appropriate crisis disposition options (CN.16): *currently proposed project in RHP 7*
4. Primary provider of routine, community based specialty behavioral health treatment services (CN.5): *currently proposed project in RHP 7 to link individuals with ongoing behavioral health treatment with integrated primary care*

The final set of challenges corresponds with the implementation of effective processes for planning efforts to ensure ATCIC's effective communication with the four community organizations: central booking, law enforcement and the two independently operated EDs. Already, the stage has been set early through several formal, longstanding and multi-level community processes to address this challenge.

FORM #4: PROGRAM BUDGET

Date Prepared: 7/29/13

For 2013 Social Service Contracts funded by Travis County

Agency: Austin Travis County Integral Care

Program: Expanded MCOT

Instructions: Provide whole dollar amounts for each applicable line item. **IMPORTANT: DO NOT INCLUDE ANY PROGRAM INCOME ON THIS PAGE.** Note that the line items with asterisks ** will require prior approval- Refer to your Contract language

IMPORTANT: All \$ amounts must be whole dollars only (no cents)			
PERSONNEL	Requested COUNTY Amount	Amount Funded by All OTHER Sources	*TOTAL Budget (All Funding Sources)
Administrative Salaries- Regular Time			\$0
Direct Service Salaries-Regular Time		\$720,000	\$720,000
Administrative Salaries Overtime			\$
Direct Service Salaries- Overtime			\$0
Benefits		\$180,000	\$180,000
A. SUBTOTAL PERSONNEL			
OPERATING EXPENSES			
General Operating Expenses			\$0
Insurance / Bonding			\$0
Audit Expenses (<i>provide details from this line item in the Subcontractor Expenses form</i>)			\$0
Consultants/Contractors (<i>provide details for this line in the Subcontractor Expenses form</i>)	\$1,000,000	\$3,102,885	\$3,102,885
Staff Travel- <u>within</u> Travis County			\$0
Conferences / Seminars / Training <u>within</u> Travis County			\$0
**Staff Travel- <u>out</u> of County			\$0
B. SUBTOTAL OPERATING EXPENSES			
DIRECT ASSISTANCE			
Food / Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)			\$0
Financial Assistance for Clients (e.g. rent, mortgage, utilities)			\$0
C. SUBTOTAL DIRECT ASSISTANCE			
EQUIPMENT / CAPITAL OUTLAY			
** Purchase of 3 Vehicles / Computers		\$100,000	\$100,000
D. EQUIPMENT / CAPITAL OUTLAY			
GRAND TOTAL (A+B+C+D)	\$1,000,000	\$3,102,885	\$4,102,885
PERCENT SHARE of Total for Funding Sources:	24.4%	75.6%	100%

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FORM #5: PROGRAM BUDGET NARRATIVE
For 2013 Social Service Contracts funded by Travis County

Date Prepared: 7/29/13

Agency: Austin Travis County Integral Care

Program: Expanded MCOT

Instructions: Add details below (not to exceed 20 words per line item) to justify proposed expenses from your Program Budget form. DO NOT INCLUDE ANY DOLLAR AMOUNTS OR PERCENTAGES ON THIS PAGE. Delete the examples below and replace them with your narrative.

**These line items require prior approval - Refer to your Contract Language

PERSONNEL	NARRATIVE
Salaries – Regular time	Direct care personnel responding to MCOT hotline and Counselors in the field
Salaries - Overtime	
Benefits	FICA, SUTA, Worker’s Compensation, Health & Dental Insurance, EAP, Life and Retirement Benefits for Direct Care staff.
OPERATING EXPENSES	
General Operating Expenses	
Insurance / Bonding	
Audit Expenses	
Consultants / Contractual	Mental Health Services
Staff Travel	
Conferences / Seminars / Training	
**Staff Travel - <u>out of County</u>	
** Conference / Seminars/ Training - <u>out of County</u>	
DIRECT ASSISTANCE	
Food / Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	
Child Care Subsidies	
EQUIPMENT / CAPITAL OUTLAY	
** (specify)3	3 vehicles for MCOT expansion - \$56,000 and computers and other hardware for MCOT Expansion Program - \$44,000

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Form #6: TOTAL PROGRAM STAFF POSITIONS & TIME Date Prepared: 7/29/13
 For 2013 Social Service Contracts funded by Travis County

Agency: Austin Travis County Integral Care

Program: Expanded MCOT

TOTAL PROGRAM STAFF: INDIVIDUAL POSITIONS & TIME ASSIGNED

AGENCY: List below all program staff individually by their position titles only (do not include their names), indicate whether each is direct service staff or administrative staff and indicate the percentage of their total time which is assigned to this specific program. **IMPORTANT: If two or more staff members with the same position title work on this program, be sure to list each position separately, with their individual percentages of total time for this program.**

List ALL Program Positions Individually by Titles	Percent of Time for this Program
QMHP Hotline	100%
QMHP Hotline	100%
QMHP Hotline	100%
QMHP Hotline	100%
QMHP Hotline	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%

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FORM #7:

PROGRAM FUNDING SUMMARY
for 2013 Social Service Contracts funded by Travis County

Date prepared: 7/29/13

Agency Name: ATCIC

Program Name: Expanded MCOT

Funding	Grant/Contract Name	Funding	Funding Amount
Travis County		9/1/13 – 8/30/14	\$1,000,000
Travis County			
Travis County			
City of Austin			
City of Austin			
City of Austin			
Federal		9/1/13 – 8/30/14	\$2,433,010
Federal			
State		9/1/13 – 8/30/14	\$ 669,875
State			
United Way			
Contributions			
Program Income/ Fees			
Other			
Other			
Other			
Other			
	TOTAL PROGRAM		\$4,102,885

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Form #8: **SUBCONTRACTED EXPENSES FORM** Date prepared: 7/29/13
for 2013 Social Service Contracts funded by Travis County

Agency: ATCIC

Program: Expanded MCOT

Please provide TOTAL PROGRAM information for all of this program's subcontractors whose professional services will be charged to this program. Include all sub contracts regardless of funding source.

SUBCONTRACT # 1		
Name of Subcontract	To be Determined	
Services to be Subcontracted	Professional Mental Health Services	
Number of Clients to be Served (<i>If applicable</i>)		
Dollar Amounts by Funding Source:		
<u>TRAVIS COUNTY Amount</u> \$1,000,000	<u>ALL OTHER Sources Amount</u> \$2,102,885	<u>TOTAL</u> \$4,102,885

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SUBCONTRACT # 2		
Name of Subcontract		
Services to be Subcontracted		
Number of Clients to be Served (<i>If applicable</i>)		
Dollar Amounts by Funding Source:		
<u>TRAVIS COUNTY Amount</u> \$	<u>ALL OTHER Sources Amount</u> \$	<u>TOTAL</u>

SUBCONTRACT # 3		
Name of Subcontract		
Services to be Subcontracted		
Number of Clients to be Served (<i>If applicable</i>)		
Dollar Amounts by Funding Source:		
<u>TRAVIS COUNTY Amount</u> \$	<u>ALL OTHER Sources Amount</u> \$	<u>TOTAL</u>

**Form #9: Travis County Health and Human Services & Veterans Service Department
 2013 Performance Report Definition Tool
 ATCIC - Local Match**

Date Report was generated: 7/29/13

To assist you in completing this form, the red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested.

Type	Performance Measure	Calculation Method	What is the Data Source for this Measure?	Notes	Who Produces this Measure
Output #1	DSRIP Summary Project Report: Expanded MCOT	Expanded MCOT: DSRIP Outcome Measures	DSRIP Project Outcome Measures: Expanded MCOT		
Outcome #1					
DRAFT					
DEMOGRAPHIC AND ZIP CODE REPORT					
Gender, Race and Ethnicity					
Age					
Income Status					
Zip Code					

ETHICS AFFIDAVIT
ATTACHMENT A

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 360 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

DRAFT

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
August 15, 2013

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
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	
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)	Charyl Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Morejon	
Executive Assistant	Ma Guera	
County Treasurer	Dores Ortega	
County Auditor	Nick Riles*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer	Tanya Acevedo	
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	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	CW Bruner, CTP	
Purchasing Agent Assistant IV	Lee Perry	

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Purchasing Agent Assistant IV	Jason Walker
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Patrick Strittmatter
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV	Scott Wilson, CPPB
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV	Loren Breland, CPPB
Purchasing Agent Assistant IV	John E. Pena, CTPM
Purchasing Agent Assistant IV	Rosalinda Garcia
Purchasing Agent Assistant IV	Angel Gomez*
Purchasing Agent Assistant III	Shannon Pleasant, CTPM
Purchasing Agent Assistant III	David Walch
Purchasing Agent Assistant III	Michael Long, CPPB
Purchasing Agent Assistant III	Jesse Herrera, CTP, CTPM, CTCM
Purchasing Agent Assistant III	Sydney Ceder*
Purchasing Agent Assistant III	Ruena Victorino*
Purchasing Agent Assistant III	Rachel Carona*
Purchasing Agent Assistant II.....	Vacant
Purchasing Agent Assistant II.....	L. Wade Laursen
Purchasing Agent Assistant II.....	Sam Francis
HUB Coordinator.....	Sylvia Lopez
HUB Specialist	Betty Chapa
HUB Specialist	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Purchasing Business Analyst	Jennifer Francis

FORMER EMPLOYEES

DRAFT

Position Held	Name of Individual Holding Office/Position	Date of Expiration
County Auditor	San Spatio, CP	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, P.M. A.P.P.	09/26/13
Executive Assistant	Cherise Aker.....	10/05/13
Purchasing Agent Assistant II.....	Jayne Rybak, CTP.....	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler.....	01/01/14
Executive Assistant	Jacob Cottingham.....	01/01/14
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14

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

ATTACHMENT B
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 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 insuring 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 2304)
 - 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.



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PURCHASING
OFFICE

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

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

DATE: August 21, 2013

TO: Cyd V. Grimes. C.P.M., CPPO, Travis County Purchasing Agent

FROM: 
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Local Match Contribution Agreement with Austin Travis County
Integral Care (ATCIC)

Proposed Motion:

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve contract agreement with ATCIC.

Summary and Staff Recommendation:

Travis County will pledge local funds in order for Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin Travis County Integral Care ("ATCIC"), the Mental Health and Mental Retardation Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to TEXAS HEALTH AND SAFETY CODE, Chapters 531 and 534, and other applicable statutes, to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable mental health services.

ATCIC is committed to coordinating an integrated array of quality community-based services addressing the needs and requests of people whose lives are affected by

mental disabilities, substance abuse, children's developmental delays, and emotional behavioral or social disabilities problems; and building on the inherent strengths of consumers, families, staff and community.

The Department is recommending approving a contract with ATCIC, and authorize to transfer public funds to ATCIC for use as the non-federal share of supplemental waiver payments pursuant to Section 1903(w) of the Social Security Act (42 U.S.C. §1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433.52 and 433.54 and 1 Tex. Admin Code §355.8201.

Program:

As part of the Regional Health Plan (RHP) Region 7 Delivery System Reform Incentive Payments (DSRIP) submission to Texas Health and Human Services Commission (HHSC) and Center for Medicaid Services (CMS), ATCIC has submitted a Mobile Crisis Outreach Team (MCOT) expansion proposal. This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and paired with two trained Mental Health Crisis Intervention Team law enforcement officers), an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department (ED) admissions, provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to ongoing supports.

The expanded MCOT will target Travis County residents who are Medicaid eligible and/or indigent individuals in psychiatric crisis who come in contact with ED's, law enforcement and central booking receive appropriate, cost-effective care to address their specific needs. Currently, 38 percent of ATCIC's consumers have Medicaid and 62 percent are indigent. Because this project targets a similar Medicaid eligible and indigent population, ATCIC anticipates this target population will mirror the population served by ATCIC.

Budgetary and Fiscal Impact: \$1,000,000.00

Contract Term: September 1, 2013 – August 30, 2014

Cc:

Deborah Britton, Division Director, Community Services, TCHHS/VS
 Nicki Riley, Travis County Auditor
 Patti Smith, Chief Assistant County Auditor
 Mary Etta Gerhardt, Assistant County Attorney
 Leslie Browder, County Executive for Planning and Budget Office
 Aerin Toussaint, Analyst, Planning and Budget Office
 Cyd Grimes, C.P.M., Travis County Purchasing Agent
 Shannon Pleasant, Purchasing Agent Assistant III, Travis County Purchasing Office
 Kathleen Haas, Financial Manager, TCHHS/VS
 Jim Lehman, Division Director, Family Support Services, TCHHS/VS
 Blanca Leahy, Division Director, Research and Planning, TCHHS/VS
 Olle Pope, Veteran Services Officer, Veteran Services, TCHHS/VS
 Andrea Colunga-Bussey, Division Director, Office of Children's Services, TCHHVS