Travis County Commissioners Court Agenda Request

Meeting Date: June 17, 2014
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 Modification No. 16 to Interlocal Agreement No. 4400000372, with Austin Travis County Integral Care and the City of Austin for Substance Abuse Services.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

  Travis County Health and Human Services and Veteran Services (TCHHSVS), the City of Austin (COA) and Austin Travis County Integral Care (ATCIC) have a three-way Interlocal Agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Total funding for this agreement includes Travis County General Funds, the Parenting in Recovery (PIR) Grant from the U. S. Department of Health and Human Services and City of Austin.

  Modification No. 16 will renew the agreement for an additional twelve-month period from October 1, 2013 thought September 30, 2014. The agreement shall not exceed the following contract amounts: Travis County General Funds of $611,799 and $213,749 in Allocated Reserves. Travis County Parenting In Recovery Grant Funds of $153,131 and the City of Austin Funds of $310,921. The total agreement not to exceed amount is $1,289,600.

  This agreement was previously approved on the September 24, 2013 Court Agenda, Item No. 38 to prevent contract expiration, as the

agreement was not ready for presentation due to TCHHSVS working with the County Attorney's office and ATCIC on finalizing the Statement of Work and funding. The agreement has been finalized and is being presented to the Court for signature.

Modification No. 15 increased the PIR Grant fund contribution by $33,827. The total agreement not to exceed amount effective July 1, 2013 was $1,648,391.

Modification No. 14 renewed the agreement for an additional twelve month period from October 1, 2012 through September 30, 2013.

The agreement shall not exceed the following contract amounts: Travis County General Funds of $1,134,929, Travis County Parenting In Recovery Grant Funds of $168,714 and the City of Austin Funds of $310,921. The total agreement not to exceed amount is $1,614,564.

This renewal was previously approved on the September 25, 2012 Court Agenda, Item No. 35 to prevent contract expiration, as the agreement was not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and funding. Terms of the agreement have been finalized however the originals are currently with the City of Austin for signature. Once singed they will be presented to the Court for signature.

Modification No. 13 added an additional $324,265 in City of Austin funds to the FY'12 contract; in addition to changes to the work statement. The not to exceed contract amount was $1,901,309; an increase of $324,265 from the original contract amount of $1,577,044.

Modification No. 12 renewed the agreement for an additional twelve month period, from October 1, 2011 through September 30, 2012 with the not to exceed amounts of the following: Travis County (General Funds) $611,799, City of Austin (through HHSD) $324,495, Travis County Grant (FY2012 Grant Funds) $330,750, and City of Austin (through Community Court) $310,000. The total was $1,577,044.

Modification No. 11 added $28,891 in unspent FY'10 PIR funds to the FY'11 SAMSO agreement.

Modification No. 10 changed the name of the agency.

Modification No. 9 renewed the agreement for an additional twelvemonth period, from October 1, 2010 through September 30, 2011. Travis County provided $611,799 from the General Fund, and $330,750 from the PIR grant. The City of Austin provided $958,990. The contract funds totaled $1,901,539.

Modification No. 8 renewed the agreement for a nine-month period, from January 1, 2010 through September 30, 2010, in order to change the contract term from calendar year to Travis County's fiscal year.

Modification No. 7 increased County funding from $817,914 to $975,854 an increase of $157,940.

Modification No. 6 renewed the agreement for an additional twelve month period, from January 1, 2009 through December 31, 2009.

Modification No. 5 increased the County funding from $906,114 to $1,036,419, an increase of $130,305.

Modification No. 4 increased the County funds from $611,799 to $906,114, an increase of $294,315.

Modification No. 3 renewed the agreement for an additional twelve month period, from January 1, 2008 through December 31, 2008.

Modification No. 2 renewed the agreement for an additional twelve month period, from January 1, 2007 through December 31, 2007.

Modification No. 1 increased the City of Austin's funding to the 2006 by $5,122.

- **Contract Expenditures:** Within the last 12 months $$378,714 has been spent against this contract/requirement.

- **Contract-Related Information:**

  Award Amount: $1,507,151
  - Travis County: $611,799
  - City of Austin: $895,352

  Contract Type: Interlocal Agreement
  Contract Period: January 1, 2006 – December 31, 2006

- **Contract Modification Information:**

ID# 19073

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.

Modification Amount: $1,289,600
Travis County $978,679
City of Austin $310,921
Modification Type: Bilateral
Modification Period: October 1, 2013 – September 30, 2014

- **Solicitation-Related Information:** Not Applicable

Solicitations Sent: Responses Received:

HUB Information: % HUB Subcontractor:

- **Special Contract Considerations:** Not Applicable

☐ 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 #: FR# 300001077, FR# 300001076
FR# 300001078

☐ Funding Account(s):

☐ Comments:

ID# 19073

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.

MODIFICATION OF CONTRACT NUMBER: 4400000372 – Substance Abuse Services

ISSUED BY:	PURCHASING AGENT ASST:	DATE PREPARED:
Travis County Purchasing Office **P.O. Box 1748** **Austin, Texas 78767**	**Shannon Pleasant** TEL. NO: (512) 854-1181 FAX NO: (512) 854-9185	**March 6, 2014**
ISSUED TO: **Austin Travis County Integral Care** **1430 Collier St.** **Austin, TX 78704** **City of Austin** **PO Box 1088** **Austin, Texas 78767**	MODIFICATION NO.: **16**	EXECUTED DATE OF ORIGINAL CONTRACT: **January 1, 2006**

ORIGINAL CONTRACT TERM DATES: **January 1, 2006 – December 31, 2006** CURRENT CONTRACT TERM DATES: **October 1, 2013 – September 30, 2014**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ **1,507,151** Current Modified Amount $ **1,289,600**

DESCRIPTION OF CHANGES: The Contract is amended according to the terms of the attachment to this Modification ("Attachment"), all of which is made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms and conditions of the Contract, as amended.

SUMMARY:

1. The agreement is renewed for an additional twelve-month period from October 1, 2013 through September 30, 2014. The Parties acknowledge and agree that the changes made in this 2014 Renewal will apply to the term beginning October 1, 2013.

2. The not to exceed agreement funds for this renewal period shall not exceed the following amounts:

(a) County (General Funds)	$611,799.00
(b) County (Allocated Reserves)	$213,749.00
(c) Travis County Grant (FY '14 Parenting in Recovery Grant Funds)	$153,131.00
(d) City (through Downtown Austin Community Court)	$310,921.00
TOTAL	$1,289,600.00

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Note to Vendor/City:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[ ] DO NOT execute and return to Travis County. Retain for your records.

AUSTIN TRAVIS COUNTY INTEGRAL CARE

BY: _____
SIGNATURE

BY: DAVID EVANS
PRINT NAME

TITLE: CEO
ITS DULY AUTHORIZED AGENT

☐ DBA
☐ CORPORATION
☐ OTHER

DATE: 3·31·14

CITY OF AUSTIN, TEXAS

BY: _____
SIGNATURE

BY: Michael McDonald
PRINT NAME

TITLE: Deputy City Manager
ITS DULY AUTHORIZED AGENT

☐ DBA
☐ CORPORATION
☐ OTHER

DATE:

TRAVIS COUNTY, TEXAS

BY: _____
CYD V. GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

2013-2014 RENEWAL OF AND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT AMONG TRAVIS COUNTY, THE CITY OF AUSTIN AND AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER, DOING BUSINESS AS AUSTIN TRAVIS COUNTY INTEGRAL CARE FOR SUBSTANCE ABUSE TREATMENT AND RELATED BEHAVIORAL HEALTHCARE AND SUPPORT SERVICES ("SAMSO")

This 2013-2014 Renewal and Amendment ("2014 Renewal") of the Interlocal Cooperation Agreement is entered into among the following Parties: Travis County, a political subdivision of the State of Texas ("County"), the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City"); and Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. "Austin-Travis County Integral Care" ("Center," or "ATCIC"), the Local Mental Health and Intellectual and Developmental Disabilities 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.

This Agreement is authorized by Chapter 791 of the Texas Government Code entitled "Interlocal Cooperation Act."

County, City and Center entered into an agreement to provide mental health, mental retardation and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began January 1, 2006, and terminated December 31, 2006.

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provided for renewal and amendment of the Agreement by the written agreement of the Parties.

Pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms continuing through the current term which began October 1, 2012, and continues through September 30, 2013 ("2013 Renewal Term").

County, City and Center desire to renew the Agreement for an additional one-year term and to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement.

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

1.0 GENERAL TERMS.

1.1 2014 Renewal Term. The Parties acknowledge and agree that the changes made in this 2014 Renewal will apply to the term beginning October 1, 2013, and terminating September 30, 2014 ("2014 Renewal Term").

2.0 FINANCIAL PROVISIONS

2.1 Maximum Funds. The Parties agree to amend Section 13.1.1 by adding the following subsection (a) applicable to the 2014 Renewal Term:

> 13.1.1(a) - 2014 Amended Renewal Term Funds. Subject to the requirements of the Agreement, and in consideration of full and satisfactory performance of the services and activities required under the Agreement during the 2014 Renewal Term, County and City shall provide funds not to exceed the following amounts for all Center obligations during the 2014 Renewal Term:

TYPE OF FUNDS:	Amount
(a) County (General Funds)	$ 611,799.00
County (Allocated Reserves)	$ 213,749.00
(October 1, 2013 - September 30, 2014)	
(b) City (through HHSD)	$ 0.00
(October 1, 2013 - September 30, 2014)	
(c) Travis County Grant ("Grant")	
(FY '14 Parenting in Recovery Grant Funds)	$ 153,131.00
(September 30, 2013 - September 29, 2014)	
(d) City (through Downtown Austin Community Court)	
(October 1, 2013 - September 30, 2014)	$ 310,921.00
TOTAL	$1,289,600.00

2.2 MSO/Direct Services Split. The Parties agree that the split of funds set forth in Section 2.1 above will be as follows:

FY 14 Travis County General Fund and Downtown Austin Community Court Target Population

MSO Fee	12%	$110,726.00
Direct Services	88%	$811,994.00
Total	100%	$922,720.00

FY 14 Travis County Allocated Reserves

MSO Fee	5%	$ 10,687.00
Direct Services	95%	$203,062.00
Total	100%	$213,749.00

Travis County FY '14 Parenting in Recovery Grant Funds:

MSO Fee:	5%	$ 7,657.00
Direct Services:	95%	$ 145,474.00
TOTAL:	100%	$ 153,131.00

3.0 ATTACHMENTS.

3.1 Exhibits. The Parties agree that the exhibits listed below and attached to this 2014 Renewal are hereby incorporated and shall be in effect for the 2014 Renewal Term.

Exhibit 1 - FY 2014 Work Statement
Exhibit 2 - FY 2014 Budget
Exhibit 3 - FY 2014 Performance Measures
Exhibit 4 - FY 2014 Travis County Ethics Affidavit (applicable to Center only)
Exhibit 5 - FY 2014 PIR Grant Assurances and Acknowledgements

4.0 CENTER PERFORMANCE

4.1 Insurance. The Parties agree that the requirements for insurance for the 2014 Renewal Term will continue as set forth in the most recent term of the Agreement. Center agrees to provide current documentation of such insurance as required under the Agreement.

4.2 Limitations. Unless otherwise specifically stated herein, the performances required under this 2014 Renewal are performable only during the 2014 Renewal Term, and performances required under any other Agreement Term(s) were performable only during the applicable Term. Performance requirements and payment amounts shall not carry over from one Agreement term to another.

4.3 2014 Update. Within fifteen (15) days of execution of this 2014 Renewal by all Parties, Center agrees to provide City and County (with a copy to the Travis County Purchasing Agent), current updates of all

policies, materials, and other information required under the Agreement, including, but not limited to, the following as described in the most recent term of the Agreement:

4.3.1 Completed 2014 Ethics Affidavit (Exhibit 4 - Center only)
4.3.2 Proof of Insurance
4.3.3 Update of any Policies and Procedures
4.3.4 Updated W-9 Taxpayer Identification Form
4.3.5 Updated IRS 990 Form
4.3.6 Change of Identity Information (Name, Address, etc.)

4.4 Debarment, Suspension and Other Responsibility Matters. By signing this 2014 Renewal, Center certifies that, to the best of its knowledge and belief, Center and its principals continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Agreement.

4.5 Certification and Warranty. By signing this 2014 Renewal, Center certifies and warrants that all certifications and warranties under the Agreement continue to be in full force and effect. Center also acknowledges and agrees that it has read all terms and provisions of the Agreement and this 2014 Renewal and understands and agrees that, to the extent not specifically changed by this 2014 Renewal, those terms and conditions remain in full force and effect for the 2014 Renewal Term.

4.6 Grant Performance.

4.6.1 Grant Terms. Services and activities, including all reporting requirements, relating to Grant Activities provided during the 2014 Renewal Term under this Agreement shall be provided in accordance with time and date specifications set forth in the previous amendment to the Agreement under which the Grant funds were first included in the Agreement, as amended by the 2014 Grant terms and conditions (a copy of which shall be provided to Center prior to the 2014 Renewal Term).

4.6.2 Assurances. The Center agrees to provide, and to require all subcontractors/ subrecipients to provide, all required assurances for the receipt and expenditure of state and federal grant funds as requested by County. Center shall provide to County, and all of Center's services providers receiving Grant funds shall provide to Center (with Center providing copies to County), updated versions of the following assurances (and any others required by the Grant) prior to receipt of payment by County for any Grant Activities utilizing Grant funds:

- Assurances - Non Construction Programs Standard Form 424B Prescribed by OMB Circular A-102
- Certification Regarding Lobbying and Disclosure of Lobbying Activities Standard Form - LLL Approved by OMB
- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Certification Regarding Drug-Free Workplace Requirements
- Certification Regarding Environmental Tobacco Smoke
- Certification Regarding Maintenance of Effort
- Public Policy Requirements

Copies of the above forms are included in this 2014 Renewal as Exhibit 5.

5.0 INCORPORATION

County, City and Center hereby incorporate this 2014 Renewal into the Agreement. Except for the changes made in this 2014 Renewal, County, City and Center hereby ratify all the terms and conditions of the Agreement as previously amended and as amended above. The Agreement with the changes made in this 2014 Renewal both constitutes the entire agreement between the Parties with respect to the subject matter described herein, and supersedes

any prior undertaking or written or oral agreements or representations between the Parties, with regard to substance abuse and behavioral healthcare.

6.0 EFFECTIVE DATE

This 2014 Renewal shall be effective October 1, 2013, following approval by each Party's governing body, to the extent such approval is required, and signature by an authorized representative of each Party.

TRAVIS COUNTY

BY:_____
Samuel T. Biscoe, Travis County Judge
Date:_____

CITY OF AUSTIN

BY:_____
Printed
Name: Marc Ott
Title: City Manager
Date:_____

AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER D.B.A. AUSTIN TRAVIS COUNTY INTEGRAL CARE

BY:_____
Printed

Name: DAVID EVANS

Title: CED

Date: 3.31.14

EXHIBIT 1
FY 2014 WORK STATEMENT

FY'14 AMENDED WORK STATEMENT

October 1, 2013 – September 30, 2014

SUBSTANCE ABUSE MSO

I. BACKGROUND

A. History

Prior to 1999, the City of Austin and Travis County purchased substance abuse treatment services through multiple agencies with eligibility determinations made and services provided by the individual organizations pursuant to the terms of their respective contracts. The auditing of services was performed retrospectively by Austin/Travis County Health and Human Services Department (HHSD) staff.

The Interlocal Agreement for Substance Abuse MSO among the City of Austin, Travis County, and the Austin-Travis County Mental Health and Mental Retardation Center (d.b.a. Austin Travis County Integral Care (ATCIC)) originated in 1999. The City and County developed the Interlocal Agreement in order to contract for substance abuse treatment services utilizing a Managed Services Organization (MSO) approach. The purpose of this new approach is to better coordinate and standardize substance abuse treatment services for the community and to designate the target populations to be served, eligibility criteria, services to be covered, and expected outcomes according to those standards and requirements set forth in this Agreement. Under this Agreement, ATCIC provides specific services as the MSO in order to prevent duplication of administrative services and promote a continuum of care for clients. This Agreement also facilitates the coordination of City and County funded services with state funded services in order to maximize leveraging of all available funds.

As the local authority for mental health and intellectual/developmental disabilities services with extensive experience in this area, ATCIC serves as the MSO under this Agreement. In the model established under this Agreement, individuals (each an "Eligible Client" and, collectively, "Eligible Clients") are authorized and then served by organizations in the network that provide the assessment and treatment of Eligible Clients (the "Network"). In addition, the following MSO functions are provided: Credentialing, Gate Functions, Utilization Management, Quality Management, Management Information Systems, Financial Management, Administration/Contract Management, and Network Development and Management as set forth in this Agreement and specified by City and County. The Department refers to the City/County throughout this work statement. For this 2014 Renewal Term, the City of Austin will be represented by Downtown Austin Community Court and the County will be represented by Health and Human Services/Veteran Services and these two entities will constitute, collectively, the Department for the purposes of this Agreement.

B. Experience as Managed Services Organization

ATCIC is the local authority for mental health and intellectual/developmental disabilities services for Travis County. It was established in late 1965 and began operations in 1967 pursuant to the laws of the State of Texas, regulations of the Department of State Health Services (known then as the Texas Department of Mental Health and Mental Retardation), and the articles of organization approved by its sponsoring agencies. ATCIC's local sponsoring agencies are the City of Austin, Travis County and the Travis County Healthcare District.

ATCIC's relevant experience includes the development of a full array of managed care tools under the auspices of its managed care demonstration project known as the "2377 project." In 1996, ATCIC received funding to develop a managed care system including a "gate" to ensure timely and appropriate services are provided within available capacity, a utilization management system, credentialing and provider profiling, new contract management procedures, quality management, management information systems, and claims billing. The array of managed care tools is in place with adult and children's mental health and substance abuse services that are provided internally or through contract with external providers.

C. Anticipated Outcomes

The anticipated outcomes of the model established under this Agreement over the years of development and operation are as follows:

1. Improved client outcomes
2. Improved client access to services
3. Increased cost-effectiveness/cost-containment
4. Improved service linkages/continuity of care for clients
5. More comprehensive service delivery to the client (as needed)
6. Improved customer satisfaction with services
7. Improved continuum of services for the community with gaps reduced and capacity increased as determined by the Parties to be necessary.

II. ELIGIBILITY

A. Client Eligibility Criteria

ATCIC is responsible for determining the eligibility of clients receiving services under this Agreement according to the following eligibility criteria, except as may be specifically provided otherwise in this Agreement ("Eligibility Criteria"):

1. Individual has a household income of less than 200% of the federal poverty guidelines (as updated annually by the U.S. Department of Health and Human Services) that are applicable to a household with the same number of persons as his/her household, and
2. Individual is covered by no other applicable insurance or other third-party payer for full coverage of needed services, nor is individual eligible for other third-party payer programs (including relevant state and federally funded programs inclusive of those administered by ATCIC and any members of the Network, as such term is defined below, under this Agreement). In order to maximize the use of local funds, City and County will be the "payer of last resort" for services received by Eligible Clients under this Agreement; County funds, when feasible, can be combined with other financial resources to maximize resource allocation; and
3. Individual is a bona fide resident of the City of Austin and/or Travis County, which is determined by his/her stated intention to remain in the City of Austin and/or Travis County for an indefinite period; and
4. Individual meets criteria as a member of one of the designated target populations for this Agreement: Homeless Adults, Downtown Austin Community Court, High-Risk, Chemically Dependent Adults (not homeless), High-Risk Substance Abusing or Chemically Dependent Youth, Youth not meeting eligibility criteria for substance abuse treatment, Adults referred by Parenting in Recovery/Travis County Drug

Treatment Court, (these populations are described in detail below) and/or is a member of Additional Target Populations identified and approved in writing by the Department; and

5. Initial clinical assessment concludes that the individual needs and is clinically appropriate for services offered under this Agreement ("Services"). The Addiction Severity Index (ASI) will be the instrument used.

B. ATCIC Responsibilities

ATCIC will advise the Department of any DSHS rule changes which may necessitate changes to the Agreement. ATCIC will ensure that, upon determination of basic eligibility as described above, all prospective Eligible Clients will be clinically assessed to determine their specific service needs prior to service authorization.

Appropriate substance abuse treatment services will, to the extent possible, be made available to all Eligible Clients whether the Eligible Client has a diagnosis of substance abuse/chemical dependency only, or a dual diagnosis of substance abuse or chemical dependency and mental illness.

C. CITY/COUNTY Responsibilities

ATCIC will notify the Department of service impacts (i.e., substantive decrease in ability to serve other adults due to needs of primary care clients) related to the addition of this new population. The Department will provide ATCIC with current federal poverty guidelines to be used, as well as any changes in the guidelines that occur during the 2014 Renewal Term.

The Department also reserves the right to specify additional means testing for determination of financial eligibility, such as setting a limit for liquid assets held by the prospective Eligible Client, by providing such specification to ATCIC in writing.

D. Target Populations

Priority treatment admission status will be given to Eligible Clients referred by City/County funded programs serving individuals that are homeless, or at risk for contracting HIV or already HIV-infected.

The specific target populations (Eligible Clients) for receipt of Services are:

- homeless adults (either literally homeless or marginally homeless, as defined below);
- adults referred by Downtown Austin Community Court (DACC)high-risk, substance abusing, or chemically dependent adults;
- high-risk, substance abusing, or chemically dependent adults;
- substance using/abusing youth who do not meet the eligibility criteria for other specific target populations; and
- adults referred by the Parenting In Recovery/ Travis County Family Drug Treatment Court program (administered by Travis County Office of Children Services).

These target populations are further described as follows:

1. **Homeless Adults**

Priority shall be given to "literally homeless" men and women. Literally homeless persons include individuals above the age of 18 years who have a primary nighttime residence that is:

a. a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including emergency shelter, congregate shelter, and transitional housing); or
b. a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings including, but not limited to abandoned or empty buildings, makeshift "camps" on the streets, in greenbelts or parks, park benches, in cars or other vehicles, at bus or train stations or airport terminals, in movie theaters, etc.).

"Marginally homeless" persons include men and women age 18 years and older:

a. who lack a fixed, regular and adequate nighttime residence; [This includes persons "doubled-up" in unstable situations (e.g. living temporarily with other family members or friends).]
b. whose primary nighttime residence is an institution that provides a temporary residency for individuals intended to be institutionalized, e.g., a mental health hospital; [Note: This does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.]
c. At imminent risk of becoming homeless, for example:
   i. A person being discharged within one week from an institution in which the person has been a resident for more than 30 consecutive days (detox centers, mental health hospitals, prisons, jails) and no subsequent residence has been identified and he/she lacks the resources and support networks necessary to obtain housing;
   ii. A person at imminent risk of homelessness because he/she faces eviction within one week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.

"Marginally homeless" does not include persons who live in substandard housing.

2. **Adults Referred by the Downtown Austin Community Court ("DACC")**

The second priority population for Services is adults (men and women age 17 years and older) referred by DACC. DACC is a City of Austin Municipal Court and is a problem-solving court that uses a restorative justice and rehabilitative approach to serving clients who commit offenses within its jurisdiction. The court offers case management services to Eligible Clients who are referred to MSO-funded services.

3. <u>High-risk, chemically dependent adults</u> (not homeless)

The third priority population for Services is high-risk, chemically dependent adults (age 18 years and older). Members of this population include individuals who meet one or more of the following criteria:

a. are pregnant (relates to women only)
b. have dependent children for whom they are a primary caretaker
c. are attempting to regain custody of their children
d. have a long history of substance abuse
e. have a criminal history
f. are at-risk for contracting HIV or are already HIV-infected
g. are unemployed or have an unstable and/or limited employment history/experience
h. lack of stable living situation
i. are dependent on public assistance
j. have a history of physical, sexual or emotional abuse
k. have a history of abuse or neglect of their children
l. lack health-promoting social support systems
m. have contributing/complicating health and/or mental health problems/diagnoses
n. reside in a disorganized, drug-infested and high crime neighborhood/environment

4. <u>High Risk, Substance Abusing or Chemically Dependant Youth</u>

The fourth priority population for Services is high-risk, substance abusing, or chemically dependant youth (ages 13 through 17 years) a) referred into the MSO by the Youth and Family Assessment Center, The Children's Partnership, and other social service agencies in the Austin/Travis County area, and b) non-adjudicated (DPU) youth involved with the juvenile court, truancy and municipal courts. The primary goal of providing substance abuse services to this population is to prevent the formal entry or re-entry into the criminal justice system.

Referrals will be accepted from all sources within the community including community based diversion programs. Priority will be given to referrals from the Youth and Family Assessment Center, The Children's Partnership, and Travis County Juvenile Probation Department –Deferred Prosecution Unit (DPU).

5. <u>Youth not meeting eligibility criteria for substance abuse treatment</u>

The fifth priority population is youth who are using or abusing substances and do not meet the eligibility criteria for substance abuse treatment. These youth are referred to as a selected or indicated population[i]. Priority will be given to referrals from the Youth and Family Assessment Center, the Children's Partnership, and the DPU of Travis County Juvenile Probation Department. Referrals to Treatment Services will be accepted from all sources within the community, including community-based diversion programs, upon Department approval. Referrals from the Youth and Family Assessment Center and the Children's Partnership and other referral sources will be considered eligible for Intervention services through this Agreement.

6. Adults referred by Parenting In Recovery/Travis County Drug Treatment Court

A sixth priority population for Services is adults (parents with children) referred by the Parenting In Recovery/Travis County Family Drug Treatment Court program. Parenting In Recovery/Travis County Family Drug Treatment Court is a program that provides a continuum of services for children and parents who are involved in the child welfare system because of parental substance dependency.

7. Additional Target Populations:

During the course of the 2014 Renewal Term, it may be necessary and/or appropriate for additional target population(s) to be served under this Agreement. ATCIC, as the MSO, may identify additional needs, gaps or underserved populations in the community: for example, as a result of any significant state/federal funding changes for substance abuse treatment to the Austin/Travis County community. In such cases, the MSO must submit a written request to the Department with necessary supporting data/documentation regarding the need for any additional target population to be served under this Agreement during the 2014 Renewal Term. Such request should be based on verifiable information sources and/or current community assessment/planning efforts and should be developed in conjunction with key informants or partners such as the service provider network, Community Action Network (CAN) and CAN planning bodies. City and County will evaluate such requests and provide the MSO with a written response authorizing or denying the request to add additional populations to the contract in the fiscal year.

8. Non-discrimination against Eligible Clients with Co-Occurring Psychiatric and Substance Use Disorders:

Providers will not exclude an Eligible Client based on any of the following factors:

a. the Eligible Client's past or present mental illness;
b. medications prescribed to the Eligible Client in the past or present:
c. the presumption of the Eligible Client's inability to benefit from treatment; or
d. the Eligible Client's level of success in prior treatment episodes.

III. SERVICE CONTINUUM

A. Description of Required Services for Homeless Adults

1. Background. Travis County is home to an estimated 2,500 to 4,000 homeless persons on any given day. Rates of substance abuse are high among these individuals, particularly among adult men and women who comprise approximately slightly less than half of the homeless population. Local providers estimate that up to 40% of homeless adults need substance abuse treatment services. Homeless alcoholics/addicts are a highly diverse population with multiple needs. For example, many of the homeless men and women in Austin/Travis County suffer from both substance abuse and mental illness problems.

2. Referrals.

   a. City of Austin Downtown Austin Community Court (DACC). Referrals for services for this population will come from a list of approved organizations contracting with the City of Austin

   b. Travis County Health and Human Services. Referrals for services for this population may come from the Austin Resource Center for the Homeless, Caritas, ATCIC, the 24-Hour Club, the Salvation Army, DACC, individuals themselves (prospective Eligible Clients), family members or significant others, advocates, and other community service providers.

3. Case Management. In order to increase the likelihood of client success, all homeless individuals referred for Services should be linked to case management services as part of their treatment process. Eligible Clients served under this Agreement may be:

   a. For City of Austin (DACC) : currently receiving case management (from a case management provider external to the substance abuse treatment provider Network) but in some cases the treatment provider may also provide case management services in collaboration with those case management services provided by DACC;
   b. For Travis County Health and Human Services: currently receiving case management (from a case management provider external and/or internal to the substance abuse treatment provider Network);

   c. accepted as new case management clients (by a case management provider external to the substance abuse treatment provider Network); or
   d. referred to case management providers (external to the substance abuse treatment provider Network) as part of their treatment process.

The purpose for this linkage to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive ongoing, collaborative and comprehensive case management services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, employment/training, child care, and other service needs of this target population.

4. Services. Services that will be required for the homeless target population include the following (to the fullest extent possible given service types and capacity within the local community as determined by ATCIC and agreed to by the Department):

   a. Outreach – Outreach is necessary to identify homeless persons who are potential Eligible Clients and to encourage them to accept Services. Outreach will be provided through existing programs that work with homeless individuals living in shelters, on the streets and in camps but will not be considered a reimbursable cost under this Agreement.

   b. Intake/Assessment/Referral – A comprehensive, clinical substance abuse assessment will be required for all potential Eligible Clients and can be conducted by any provider in the service Network based on the potential Eligible Client's entry point into the system and his/her level of need for Services.

Mental health assessments will also be completed as indicated by the individual client history and presenting problems. Expenses incurred for assessments conducted at the Community Court facility by the contracted providers are eligible for reimbursement when requested by Community Court staff.

c. Detoxification – As defined by the Department of State Health Services (DSHS), detoxification is chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in a client's body, manage withdrawal symptoms, and encourage the client to seek ongoing treatment for chemical dependency. These services shall be provided as necessary for each individual Eligible Client and in compliance with Facility Licensure Rules for Level I Treatment Services as defined by DSHS.

   For homeless adult Eligible Clients, residential detoxification is preferred. Non-residential detoxification services for Eligible Clients who are homeless persons will be allowed when ATCIC verifies and documents that the Eligible Client has a safe and drug/alcohol free environment to stay in during the course of his/her treatment. As part of the Utilization Management (UM) function, ATCIC will determine (according to standardized and industry-compatible guidelines, including DSHS guidelines) the most clinically appropriate setting for these services for each individual Eligible Client.

d. Detox Evaluation Management Services - Group and Residential Support and Case Management (As defined by DSHS, case management involves an accountable staff person providing services that include: (a) linking clients with needed services; (b) helping clients develop skills to use basic community resources and services; and (c) monitoring and coordinating the services received by clients)

e. Residential Treatment – This may include Level II and/or Level III residential treatment services as defined and licensed by DSHS. Residential services require Eligible Clients to reside (sleep overnight) at the facility for a specified period of time while undergoing chemical dependency treatment. For Level II services, an average of 20 hours of structured activities per week are provided to each Eligible Client, including three hours of chemical dependency counseling (including at least one hour of individual counseling), fourteen hours of additional counseling, chemical dependency education, or life skills training, and three hours of structured social and/or recreational activities. For Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training.

f. Transitional Housing Services (sober living homes) - Housing provided for an Eligible Client and their children, if appropriate, with case management for a period not to exceed 3 months, except in the event that an extension is granted, for the purpose of moving the client towards greater self sufficiency during concurrent engagement in aftercare services.

g. Day Treatment Services -- These are intensive outpatient treatment services provided for approximately five (5) hours per day, for a total of at least twenty (20) hours of services per week provided to each Eligible Client. The Eligible Client does not reside at the treatment facility. Day treatment services for dually diagnosed Eligible Clients will be required as part of the continuum of services (per UM criteria and determination of client need) but will not be considered a reimbursable cost under this Agreement. (Note: ATCIC, as the MSO, is not eligible for reimbursement under this Agreement for direct services provided to Eligible Clients.)

h. Outpatient and Continuing Care/Aftercare Services -- These Level III and IV services usually include individual and/or group counseling services and the continuation of transitioning the Eligible Client into other community-based support systems (such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.). These services are provided for a specified time period while the Eligible Client continues to work and/or reside in a stable living environment. Per DSHS rules, Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training. Per DSHS rules, Level IV treatment services provide an average of two hours of structured activities per week for each Eligible Client, including at least one hour of chemical dependency counseling and one hour of additional counseling, life skills training, or chemical dependency education.

i. Case Management and Support Services – As defined by DSHS, case management involves services provided by an accountable staff person which include: 1) linking an Eligible Client with needed services; 2) helping an Eligible Client develop skills to use basic community resources and services; and 3) monitoring and coordinating the services received by an Eligible Client. These services provide a critical linkage between each aspect of the individual's recovery. The role of the case manager is to guide an individual through the recovery system, helping him or her access the Services they need when they need them. Case management for Eligible Clients will involve following the Eligible Client throughout the service continuum and providing the case management activities described above at each step and from the earliest point possible in the Eligible Client's treatment process.

ATCIC is responsible for ensuring that Eligible Clients are either 1) currently receiving case management (from a community case management provider external to the substance abuse treatment provider Network); 2) are accepted as new case management clients (by a case management provider external to the substance abuse treatment provider Network); or 3) are referred to case management providers (external to the substance abuse treatment provider Network) as part of their treatment process. Case management under this Agreement will be provided by existing case management providers including, but not limited to: Caritas, the Salvation Army, the Salvation Army Passages Program, LifeWorks , SafePlace, Push-Up Foundation's Supportive Housing Programs, ATCIC, American Youth Works, Blackland Community Development Corporation, Community Advocates for Teens and Parents, Foundation for the

Homeless, DACC and YWCA of Greater Austin but will not be considered a reimbursable cost under this Agreement.

j. Recovery Supports. Recovery is a process of change whereby individuals work to improve their own health and wellness and to live a meaningful life in a community of their choice while striving to achieve their full potential. To achieve this goal Eligible Clients will have access to an array of services that promote recovery which include but are not limited to: mental health services; psychiatric services; peer recovery support; sober living options; and wraparound supports. To access these services a case manager approved by the Department must be identified and engaged with the eligible client prior to service authorization. The wraparound supports will include:

- Education/Training
  - Parent/Caretaker Education
  - Life Skills Training
  - Vocational Training
- Assessments/Evaluation
  - Psychological Assessment
  - Psychiatric Assessment
  - Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.
- Treatment Services (Counseling/Therapy)
  - Individual, Group or Family Counseling/therapy
  - Crisis Counseling
  - Medication Management
- Flexible Community Support Services
  - Child Care/supervision
  - Transportation
  - Parent Coach
  - Employment Support Services
  - Case Conference (Wraparound Team Meeting)
  - Case Management
- Basic Needs – Essential services in order to meet basic needs for survival such as:
  - Emergency Food
  - Clothing
  - Utilities
  - Housing Assistance
  - Medical Purchases

5. Annual Maximum Benefit. Annual maximum benefit per Eligible Client is two treatment episodes per year. One treatment "episode" means all services provided from Eligible Client's assessment and admission to treatment (entry at one service level) through Eligible Client's discharge from the last service provided during the treatment period [in other words, an individual Eligible Client can access the full continuum – all or part – up to two times per calendar year]. Exceptions to this annual limit may be made by ATCIC after a complete review by ATCIC's Utilization

Management (UM) unit. Copies of UM report granting exceptions will be forwarded to the Department within thirty (30) days of granting the exception. At any time, Department may request a review of this procedure in order to increase, lessen or cease granting such exceptions, or to change the criteria utilized in granting such exceptions.

B. Description of Required Services for Adults Referred by the Downtown Austin Community Court

1. Referrals. Referrals into Services for this population will come from DACC. Individuals (adults) referred by DACC will need to meet the Eligibility Criteria in order to receive Services. However, DACC may require additional treatment services to be provided on-site at DACC specifically for these individual Eligible Clients (such as pre-treatment counseling and acu-detox services) and may stipulate that certain Eligibility Criteria are waived for these particular services. In such cases, ATCIC should obtain written authorization from the Department to waive the stipulated Eligibility Criteria for these clients and/or particular services to be delivered under this Agreement. Waiver of criteria will apply only to the specific Eligible Client and/or services set forth in the written authorization.

2. Case Management. In order to increase the likelihood of client success, all adults referred by DACC for services (except for individuals provided only on-site services at the Court) should be linked to case management services as part of their treatment process. Eligible Clients served under this Agreement may be:

   a. currently receiving case management (from a case management provider external to the substance abuse treatment provider Network);
   b. accepted as new case management clients (by a case management provider external to the substance abuse treatment provider Network); or
   c. referred to case management providers a case management provider external to the substance abuse treatment provider Network) as part of their treatment process.

   The purpose for this linkage to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive ongoing, collaborative and comprehensive case management services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, employment/training, child care, and other services needs of these target populations.

3. Services. Services that will be required for potential Eligible Clients referred by DACC are the same as those described above for the homeless adult target population (except Outreach), as many of the adults referred by DACC may also be homeless. (No outreach is required for this target population since all individuals in this population will be referred by DACC.) Therefore, the continuum of services available for adults referred by DACC will include services from

Intake/Assessment/Referral through Case Management, and Support Services as described above. Also, other non-traditional supports (e.g. clothing, hygiene items, household items, bus passes, identification documents) are reimbursable costs under this Agreement. New services required by Community Court during the 2014 Renewal Term may be added to the slate of authorized, reimbursable costs under this Agreement contingent upon specific, written approval of the Department.

4. Transitional Housing Services. Housing provided for an Eligible Client with case management for a period not to exceed 3 months, except in the event that an extension is granted, for the purpose of moving the Eligible Client towards greater self-sufficiency during concurrent engagement in aftercare services.

5. Annual Maximum Benefit. Annual maximum benefit per Eligible Client is determined by referral from DACC.

C. Description of Required Services for High-Risk Adults

1. Referrals. Referrals into Services for this population may come from the individuals themselves (prospective Eligible Clients), family members or significant others, advocates, community service providers, other substance abuse service providers, area DSHS Outreach, Screening, and Referral programs, and other referral sources such as the Department of Family and Protective Services (DFPS), jails, probation departments, and the courts.

2. Case Management. In order to increase the likelihood of client success, all high-risk adults referred for Services should be linked to case management services as part of their treatment process. Eligible Clients served under this Agreement may be:

   a. currently receiving case management (from a case management provider external to the substance abuse treatment provider Network);
   b. accepted as new case management clients (by a case management provider external to the substance abuse treatment provider Network); or
   c. referred to case management providers (external and/or internal to the substance abuse treatment provider Network) as part of their treatment process.

   The purpose for this linkage to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive "follow-along" case management services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, employment/training, child care, and other service needs of this target population.

3. Services. Services that will be required for this target population include the following (to the fullest extent possible given service types and capacity within the local community, as determined by ATCIC and agreed to by the Department):

   a. Intake/Assessment/Referral – A comprehensive, clinical substance abuse assessment will be required for all potential Eligible Clients and can be conducted by any provider in the service Network based on the potential Eligible Client's entry point into the system and his/her level of need for Services.

Mental health assessments will also be completed as indicated by the individual client history and presenting problems.

b. Detoxification – Per DSHS definition, detoxification is chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in an Eligible Client's body, manage withdrawal symptoms, and encourage the Eligible Client to seek ongoing treatment for chemical dependency. These services shall be provided as necessary for the individual Eligible Client and in compliance with Facility Licensure Rules for Level I Treatment Services as defined by DSHS.

These services shall be provided when necessary, as not all Eligible Clients will need this level of care at the time of admission. For the high-risk women's target population, detoxification services may be either residential or ambulatory. The setting of the services will be determined based on all factors considered during the assessment process. As part of the Utilization Management (UM) function, ATCIC will determine (according to standardized and industry-compatible guidelines) the most clinically appropriate setting for these services for each individual Eligible Client.

For detoxification for dually diagnosed Eligible Clients, ATCIC will provide for both residential and outpatient treatment (within available capacity). If outpatient treatment is appropriate ATCIC could provide this through its "ambulatory detoxification" programs. As previously indicated, ANY direct client services (any Service other than those described as MSO functions) provided to an Eligible Client by ATCIC will not be a reimbursable cost under this Agreement. If residential detoxification is necessary, then ATCIC shall direct the Eligible Client to residential detoxification.

c. Detox Evaluation Management Services - Group and Residential Support and Case Management (As defined by DSHS, case management involves an accountable staff person providing services that include: (a) linking clients with needed services; (b) helping clients develop skills to use basic community resources and services; and (c) monitoring and coordinating the services received by clients).

d. Residential Treatment – This may include Level II and/or Level III residential treatment services as defined and licensed by DSHS. Residential services require Eligible Clients to reside (sleep overnight) at the facility for a specified period of time while undergoing chemical dependency treatment. For Level II services, an average of 20 hours of structured activities per week are provided to each Eligible Client, including three hours of chemical dependency counseling (at least one hour of which must be individual counseling), fourteen hours of additional counseling, chemical dependency education, or life skills training, and three hours of structured social and/or recreational activities. For Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two hours of chemical dependency counseling (at least one hour of which must be individual counseling occurring at least every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training.

Residential treatment services for the high-risk women's population will also include "Specialized Female Services," which are residential treatment services for the women and their dependent children. In Level II (specialized treatment services of up to six months, based on Eligible Client needs), the children live with their mother in the treatment facility and the treatment programming includes components for increasing the mother's parenting knowledge, skills, resources as well as treatment planning and treatment-related services specifically for the children. In a Level III program (over a course of up to 90 days), the children do not live with the women in treatment, but the programming for the women still includes a component to address the parenting needs of women in the program who have dependent children (on the outside) with whom they will be reunited later.

e. Day Treatment Services – These are intensive outpatient treatment services provided for approximately five (5) hours per day, for a total of at least twenty (20) hours of services per week provided to each Eligible Client. The Eligible Client does not reside at the treatment facility. Day treatment services for dually diagnosed Eligible Clients will also be required as part of the continuum of services (per UM criteria and determination of client need) but will not be considered a reimbursable cost under this Agreement. (Note: ATCIC, as the MSO, is not eligible for reimbursement under this Agreement for direct Services provided to Eligible Clients.)

f. Outpatient and Continuing Care/Aftercare Services – These Level III and Level IV services usually include individual and/or group counseling services and the continuation of transitioning the Eligible Client into other community-based support systems (such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.). These services are provided for a specified time period while the Eligible Client continues to work and/or reside in a stable living environment. Per DSHS rules, for Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training. Per DSHS rules, Level IV Treatment Services provide an average of two hours of structured activities per week for each Eligible Client, including at least one hour of chemical dependency counseling and one hour of additional counseling, life skills training, or chemical dependency education.

g. Case Management and Support Services – As defined by DSHS, case management involves services provided by an accountable staff person which include: 1) linking an Eligible Client with needed services; 2) helping an Eligible Client develop skills to use basic community resources and services; and 3) monitoring and coordinating the services received by an Eligible Client. These services provide a critical linkage between each aspect of the individual Eligible Client's recovery. The role of the case manager is to guide an individual Eligible Client through the recovery system, helping him or her access the Services they need when they need them. Case management for Eligible Clients served under this Agreement will involve following the Eligible Client throughout the service continuum, providing the case management activities described above at each

step and from the earliest point possible in the Eligible Client's treatment process.

ATCIC is responsible for ensuring that Eligible Clients served under this Agreement are 1) currently receiving case management (from a community case management provider external to the substance abuse treatment provider Network); 2) accepted as new case management clients, (by a case management provider external to the substance abuse treatment provider Network); or 3) referred to case management providers (external and/or internal to the substance abuse treatment provider Network) as part of their treatment process. Case management under this Agreement will be provided by existing service providers of case management including, but not limited to, Caritas, the Salvation Army, the Salvation Army Passages Program, LifeWorks, SafePlace, Push-Up Foundation's Supportive Housing Programs, ATCIC, American Youth Works, Blackland Community Development Corporation, Community Advocates for Teens and Parents, Foundation for the Homeless, and YWCA of Greater Austin, but will not be considered a reimbursable cost under this Agreement unless it is a purchased service under the provider Network.

h. Transitional Housing Services (sober living options). Housing provided for an Eligible Client and their children with case management for a period not to exceed 3 months, except in the event that an extension is granted, for the purpose of moving the Eligible Client towards greater self-sufficiency during concurrent engagement in aftercare services.

i. Recovery Supports. Recovery is a process of change whereby individuals work to improve their own health and wellness and to live a meaningful life in a community of their choice while striving to achieve their full potential. To achieve this goal Eligible Clients will have access to an array of services that promote recovery which include but are not limited to: mental health services; psychiatric services; peer recovery support; sober living options; and wraparound supports. To access these services a case manager approved by the Department must be identified and engaged with the Eligible Client prior to service authorization. The wraparound supports will include:

- Education/Training
  - Parent/Caretaker Education
  - Life Skills Training
  - Vocational Training
- Assessments/Evaluation
  - Psychological Assessment
  - Psychiatric Assessment
  - Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.
- Treatment Services (Counseling/Therapy)
  - Individual, Group or Family Counseling/therapy
  - Crisis Counseling
  - Medication Management

- Flexible Community Support Services
  - Child Care/supervision
  - Transportation
  - Parent Coach
  - Employment Support Services
  - Case Conference (Wraparound Team Meeting)
  - Case Management
- Basic Needs – Essential services in order to meet basic needs for survival such as:
  - Emergency Food
  - Clothing
  - Utilities
  - Housing Assistance
  - Medical Purchases

4. Annual Maximum Benefit. Annual maximum benefit per individual Eligible Client is two treatment episodes per year. One treatment "episode" means all Services provided from an Eligible Client's assessment and admission to treatment (entry at one service level) through that Eligible Client's discharge from the last Service provided during the treatment period [in other words, an individual Eligible Client can access the full continuum – all or part – up to two times per calendar year]. Exceptions to this annual limit may be made by ATCIC after a complete review by ATCIC's Utilization Management (UM) unit. Copies of UM reports granting exceptions will be forwarded to the Department within thirty (30) days of granting the exception. At any time, Department may request a review of this procedure in order to increase, lessen or cease granting such exceptions, or to change the criteria utilized in granting such exceptions.

***D.* Description of Required Services for High-Risk Youth**

Services provided will consist of intervention counseling services and the following treatment services: Residential, Day Treatment and Outpatient Services. Other services will be provided as resources are identified and developed.

1. Referrals. Referrals into Services for this population may come from the Youth and Family Assessment Center, The Children's Partnership, self-referral (prospective Eligible Clients), family members or significant others, advocates, community service providers, other substance abuse service providers, area DSHS Outreach, Screening and Referral programs, established neighborhood conference committees, diversion services and non-adjudicated (DPU) youth involved with the juvenile court, truancy and municipal courts.

2. Case Management. In order to increase the likelihood of Eligible Client success, all high-risk youth referred for Services (treatment) should be linked to case management services as part of their treatment process. Individual Eligible Clients served under this Agreement may be:

   a. currently receiving case management (from a case management provider external and/or internal to the substance abuse treatment provider Network);
   b. accepted as new case management clients (by a case management provider external and/or internal to the substance abuse treatment provider Network); or
   c. referred to case management providers as part of their treatment process.

The purpose for this linkage to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive "follow-along" case management services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, educational, and other service needs of these target populations.

3. Services. Services required for this target population include the following (to the fullest extent possible given service types and capacity within the local community, as determined by ATCIC and agreed to by the Department):

   a. Intake/Assessment/Referral – A comprehensive, clinical substance abuse assessment will be required for all potential Eligible Clients and can be conducted by any provider in the service Network based on the potential Eligible Client's entry point into the system and his/her level of need for services. Mental health assessments will also be completed as indicated by the individual Eligible Client history and presenting problems. Provider may decline MSO reimbursement for this service.

   b. Intervention Counseling Services-Intervention services (selective/indicated programming)* include individual counseling with Eligible Clients and/or family members. The intensity of services will be based upon Eligible Client need. All Referrals will be considered eligible for Intervention services through this Agreement.

   c. Residential Treatment – This may include Level II and/or Level III residential treatment services as defined and licensed by DSHS. Residential services require Eligible Clients to reside (sleep overnight) at the facility for a specified period of time while undergoing chemical dependency treatment. For Level II services, an average of 20 hours of structured activities per week are provided to each Eligible Client, including three hours of chemical dependency counseling (including at least one hour of individual counseling), fourteen hours of additional counseling, chemical dependency education, or life skills training, and three hours of structured social and/or recreational activities. For Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training.

   d. Day Treatment Services. These are intensive outpatient treatment services provided for approximately five (5) hours per day, for a total of at least twenty (20) hours of services per week provided to each Eligible Client. The Eligible Client does not reside at the treatment facility. Providers are expected to provide services to both single and dual diagnoses Eligible Clients. Day treatment services for dually diagnosed Eligible Clients will also be required as part of the continuum of services (per UM criteria and determination of client need) but will not be considered a reimbursable cost under this Agreement. (Note: ATCIC, as the MSO, is not eligible for reimbursement under this Agreement for direct services provided to Eligible Clients.)

e. Outpatient and Continuing Care/Aftercare Services. These Level III and IV services usually include individual and/or group counseling services and the continuation of transitioning the Eligible Client into other community-based support systems (such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.). These services are provided for a specified time period while the Eligible Client continues to work and/or reside in a stable living environment. Per DSHS rules, Level III services provide an average of ten hours of structured activities per week for each Eligible Client including at least two hours of chemical dependency counseling (at least one hour of which must individual counseling occurring at least every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training. Per DSHS rules, Level IV treatment services provide an average of two hours of structured activities per week for each Eligible Client, including at least one hour of chemical dependency counseling and one hour of additional counseling, life skills training, or chemical dependency education.

f. Case Management and Support Services – As defined by DSHS, case management involves services provided by an accountable staff person which include: 1) linking an Eligible Client with needed services; 2) helping an Eligible Client develop skills to use basic community resources and services; and 3) monitoring and coordinating the services received by an Eligible Client. These services provide a critical linkage between each aspect of the individual Eligible Client's recovery. The role of the case manager is to guide an individual Eligible Client through the recovery system, helping him or her access the services they need when they need it. Case management for Eligible Clients served under this Agreement will involve following the Eligible Client throughout the service continuum, providing the case management activities described above at each step and from the earliest point possible in the Eligible Client's treatment process.

ATCIC is responsible for ensuring that Eligible Clients served under this Agreement are: 1) currently receiving case management (from a community case management provider external and/or internal to the substance abuse treatment provider Network); 2) accepted as new case management clients, (by a case management provider external and/or internal to the substance abuse treatment provider Network); or 3) referred to case management providers as part of their treatment process. Case management under this Agreement may be provided by existing service providers of case management including, but not limited to, Caritas, the Salvation Army, the Salvation Army Passages Program, LifeWorks, SafePlace, Push-Up Foundation's Supportive Housing Programs, ATCIC, American Youth Works, Blackland Community Development Corporation, Community Advocates for Teens and Parents, Foundation for the Homeless, Phoenix Academy of Austin, and YWCA of Greater Austin, but will not be considered a reimbursable cost under this Agreement.

g. Recovery Supports. Recovery is a process of change whereby individuals work to improve their own health and wellness and to live a meaningful life in a community of their choice while striving to achieve their full potential. To achieve this goal Eligible Clients (those persons who are not already receiving these type of services from any of the Travis County

System of Care initiatives and meet the eligibility criteria to be served under this Agreement) will have access to an array of services that promote recovery which include but are not limited to: mental health services; psychiatric services; peer recovery support; sober living options; and wraparound supports. To access these services a case manager approved by the Department must be identified and engaged with the Eligible Client prior to service authorization. The wraparound supports will include:

- Education/Training
  - Parent/Caretaker Education
  - Life Skills Training
  - Tutoring
- Assessments/Evaluation
  - Psychological Assessment
  - Psychiatric Assessment
  - Specialized Therapy Assessment (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Art, Music, Dance or other movement therapies)
  - Functional/Behavior Assessment
  - Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.
- Treatment Services (Counseling/Therapy)
  - Individual, Group or Family Counseling/therapy
  - Crisis Counseling
  - Specialized Therapy (includes but not limited to Speech/Audiology, OT, PT, art, music, dance or other movement therapies)
  - Medication Management
  - Psychosocial Skills Training/Behavior Management
- Flexible Community Support Services
  - Respite Care
  - Employment Support Services
  - Mentoring
  - Therapeutic/Behavioral Aide
  - Case Conference (Wraparound Team Meeting)
  - Shelter Care
  - Case Management
- Enrichment Services
  - Recreational/Social activities
  - Gap Time Enrichment Activities
  - Camp
  - After School Program
  - Enrichment Skill Development
- Basic Needs – Essential services in order to meet basic needs for survival such as:
  - Emergency Food
  - Clothing
  - Medical Purchases

h. Annual Maximum Benefit for Treatment Services. Annual maximum benefit per individual Eligible Client is two treatment episodes per year. One treatment "episode" means all Services provided from the Eligible Client's assessment and admission to treatment (entry at one service level) through the Eligible Client's discharge from the last Service provided during the treatment period. In other words, an individual Eligible Client can access the full continuum – all or part – up to two times per calendar year. Exceptions to this annual limit are contingent upon a complete review by ATCIC's Utilization Management (UM) unit. Copies of UM report granting exceptions will be forwarded to the Department within thirty (30) days of granting the exception. At any time, Department may request a review of this procedure in order to increase, lessen or cease granting such exceptions, or to change the criteria utilized in granting such exceptions. If an exception to the annual maximum benefit is denied, UM will advise referral source and Eligible Client of appeals process.

i. Annual Maximum Benefit for Intervention Services. Annual maximum benefit for an Eligible Client and/or family members is two intervention service episodes per year. One intervention service "episode" means intervention counseling services from the Eligible Client's assessment and participation in intervention counseling, through the exit summary. Exceptions to this annual limit are contingent upon a complete review by ATCIC's Utilization Management (UM) unit. Copies of UM report granting exceptions will be forwarded to the Department within thirty (30) days of granting the exception. At any time, Department may request a review of this procedure in order to increase, lessen or cease granting such exceptions, or to change the criteria utilized in granting such exceptions. If an exception to the annual maximum benefit is denied, UM will advise referral source and Eligible Client of appeals process.

E. Description of Required Services for Adults Referred By Parenting In Recovery (PIR) /Travis County Family Drug Treatment Court

1. Referrals. Referrals into Services for this population will come from Parenting in Recovery. Individuals (adults) referred by Parenting In Recovery will need to meet the Eligibility Criteria in order to receive Services. However, Parenting in Recovery may require additional treatment services to be provided specifically for an individual Eligible Client (such as Detoxification Evaluation Management Services) and may stipulate certain Eligibility Criteria are waived for these particular services. In such cases, ATCIC should obtain written authorization from the Department to waive the stipulated Eligibility Criteria for these Eligible Clients and/or particular Services to be delivered under this Agreement. Waiver of criteria will apply only to the specific Eligible Client and/or Services set forth in the written authorization.

2. Case Management. In order to increase the likelihood of client success, all adults referred by the Parenting In Recovery should be linked to case management services as part of their treatment process. Individuals served under this Agreement may be:

a. currently receiving case management (from a case management provider external and/or internal to the substance abuse treatment provider Network);

b. accepted as new case management clients (by a case management provider external to the substance abuse treatment provider Network); or
c. referred to case management providers (by a case management provider external and/or internal to the substance abuse treatment provider Network) as part of their treatment process.

The purpose for this linkage to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive "follow along" case management services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, employment/training, child care, and other services needs of these target populations.

3. Services. Services that will be required for this target population include the following (to the fullest extent possible given service types and capacity within the local community, as determined by ATCIC and agreed to by the Department):

a) Intake/Assessment/Referral – A comprehensive, clinical substance abuse assessment will be required for all potential Eligible Clients by designated treatment provider in the service Network based on the potential Eligible Client's entry point into the system and her level of need for Services. Mental health assessments will also be completed as indicated by the individual client history and presenting problems. Expenses incurred for assessments conducted by the provider are not a reimbursable cost under this Agreement unless specifically authorized by the Department in writing.

b) Residential Treatment – 90 days of Level II residential treatment service is defined and licensed by DSHS. Residential services require Eligible Clients to reside (sleep overnight) at the facility for a specified period of time while undergoing chemical dependency treatment. For Level II services, an average of 20 hours of structured activities per week is provided to each Eligible Client. Included are three hours of chemical dependency counseling (at least one hour of which must be individual counseling), fourteen hours of additional counseling, chemical dependency education, or life skills training, and three hours of structured social and/or recreational activities

Residential treatment services for the Parenting In Recovery women's population will also include "Specialized Female Services," which are residential treatment services for the women and their dependent children. In Level II (specialized treatment services of up to 90 days, based on Eligible Client needs), the children live with their mother in the treatment facility and the treatment programming includes components for increasing the mother's parenting knowledge, skills, resources as well as treatment planning and treatment-related services specifically for the children.

c) Outpatient and Continuing Care/Aftercare Services. -- These Level III and IV services usually include individual and/or group counseling services and the continuation of transitioning the Eligible Client into other community-based

support systems (such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.). These services are provided for a specified time period while the Eligible Client continues to work and/or reside in a stable living environment. Per DSHS rules, Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training. Per DSHS rules, Level IV treatment services provide an average of two hours of structured activities per week for each Eligible Client, including at least one hour of chemical dependency counseling and one hour of additional counseling, life skills training, or chemical dependency education.

d. Recovery Supports. Recovery is a process of change whereby individuals work to improve their own health and wellness and to live a meaningful life in a community of their choice while striving to achieve their full potential. To achieve this goal Eligible Clients will have access to an array of services that promote recovery which include but are not limited to: mental health services; psychiatric services; peer recovery support; sober living options; and wraparound supports. To access these services a case manager approved by the Department must be identified and engaged with the Eligible Client prior to service authorization. The wraparound supports will include:

- Education/Training
  - Parent/Caretaker Education
  - Life Skills Training
  - Vocational Training
- Assessments/Evaluation
  - Psychological Assessment
  - Psychiatric Assessment
  - Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs
- Treatment Services (Counseling/Therapy)
  - Individual, Group or Family Counseling/therapy
  - Crisis Counseling
  - Medication Management
- Flexible Community Support Services
  - Child Care/supervision
  - Transportation
  - Parent Coach
  - Employment Support Services
  - Case Conference (Wraparound Team Meeting)
  - Case Management
- Basic Needs – Essential services in order to meet basic needs for survival such as:
  - Emergency Food
  - Clothing
  - Utilities

- Housing Assistance
  Medical Purchases

4. Annual Maximum Benefit. Annual maximum benefit per individual Eligible Client is two treatment episodes per year. One treatment "episode" means all services provided from an Eligible Client's assessment and admission to treatment (entry at one service level) through that Eligible Client's discharge from the last service provided during the treatment period [in other words, an individual Eligible Client can access the full continuum – all or part – up to two times per calendar year]. Exceptions to this annual limit may be made by ATCIC after a complete review by ATCIC's Utilization Management (UM) unit. Copies of UM reports granting exceptions will be forwarded to the Department within thirty (30) days of granting the exception. At any time, Department may request a review of this procedure in order to increase, lessen or cease granting such exceptions, or to change the criteria utilized in granting such exceptions.

IV SERVICE NETWORK

1. Activities Related to MSO Function

Under this Agreement, ATCIC will be responsible for the provision of the following activities related to the MSO Functions. All MSO Services listed will be provided by ATCIC during the 2014 Renewal Term of this Agreement.

Note: It is understood that the systems listed below as items i-viii include methodologies, data gathering and reporting, and other components, the specifics of which are not listed here. City and County reserve the right to review the specific components and operations of these systems and related data supporting the implementation of these systems, and to request changes as reasonably determined to be necessary by City and County in order to achieve the ultimate goals of this Agreement. Requests for change shall be in writing and effective at such time as agreed upon by ATCIC.

i. Credentialing. The credentialing process shall ensure that the Network is comprised of providers and organizations that are qualified to provide Services in compliance with National Committee for Quality Assurance (NCQA) standards. Established standards will be consistently used in the appointment and reappointment of providers throughout the term of this Agreement. Examples of activities included under this function are: primary source verification for facility licensure; verification of staff licensure, education and professional liability insurance coverage; and checks on providers' and organizations' claims histories.

ii. "Gate" Functions (Single Point of Entry). ATCIC is responsible for determining whether a potential Eligible Client meets the Eligibility Criteria. The goal of the gate function is to ensure that Eligible Clients are given appropriate and adequate choices (as available) of providers. Management of referrals will be timely, geared to the acuity of the Eligible Client's needs, and geographically appropriate, as determined by City and County. Calls will be made to the Utilization Management (UM) department of ATCIC for eligibility determination and service authorization. All pertinent data will be entered in ATCIC's MSO managed care software.

ATCIC will directly provide eligibility determination to support these determinations of eligibility for each potential Eligible Client. City and County may periodically review and/or monitor the Eligibility Criteria, as determined by City and County.

iii. Utilization Management (UM). ATCIC shall, through its Utilization Management (UM) activities, strive to ensure that all Eligible Clients are given equal access to Services, at the least restrictive and most appropriate level of care to maintain optimum functioning for the individual Eligible Client. The UM process matches the Eligible Client's need to appropriate site of service and supports and assists in the development of a focused, goal-oriented plan of care. Utilization data will be reviewed by ATCIC and the service provider Network at least quarterly (or more often, if requested by City and/or County) to assess trends and identify areas needing improvement.

iv. Quality Management (QM). Quality Management compiles data and reports output and outcome results compared to annual objectives on a variety of indicators (i.e., number of Eligible Clients served, consumer satisfaction, continuity of care, reduction of distress, and recidivism rates). Quality Management also monitors and profiles sentinel risk factors. Quality Management utilizes a continuous quality improvement (CQI) process to ensure that quality services are provided to Eligible Clients.

v. Management Information Systems. ATCIC will maintain a management information system that will contain information necessary to ensure the appropriate management of the Network. This information will be available to the Department to review at their request.

vi. Financial Management. ATCIC will use commercially reasonable efforts to utilize its Financial Management processes to ensure that claims are paid in a timely manner and at the appropriate rates. All claims received shall be reviewed for specific information to verify that the claim is valid. Claims with inaccuracies will be returned to the provider for correction. A record of inaccurate claims will be logged. ATCIC will assist providers with rate development with all rates subject to Department approval; said approval or denial will be provided by the Department within 10 business days of submission by ATCIC. In the event that the Department denies the rate request, the existing rate will remain in effect and the Department and ATCIC have 30 calendar days to resolve any rate differences. If resolution cannot be reached then the rate change will remain the same amount it was prior to the requested rate change. These requests by ATCIC must be fully negotiated with the provider and submitted to the Department for approval in a timely manner such that Department approval might be reasonably obtained prior to the effective date of the rate requested. In any case, rate changes in this 2014 Renewal Term will not be considered approved or authorized without specific written approval/authorization by the Department.

vii. Administration/Contract Management. Specific procedures have been developed by ATCIC which define the processes for development, negotiation, and execution of service provider contracts. All contracts are

reviewed to ensure a balance of choice, access and quality at a reasonable cost.

viii. Network Development and Management. This MSO function includes an ongoing assessment of the needs of the consumer, accessibility of services, and quality of services provided. This function also includes training, technical assistance, and monitoring of the current service providers and identification of new service providers as necessary to meet the specific service requirements of City and County under this Agreement. ATCIC MSO is also responsible for marketing efforts for the service Network to ensure all community-based service organizations in the Austin/Travis County community are adequately informed of the MSO and the substance abuse treatment Network, and of the target populations to be served under this Agreement. These marketing and community education efforts are key to ensuring the full integration of this system into the community.

2. Network Service Providers

At least once per quarter, ATCIC shall provide to City, County and DACC a provider directory containing information for the 2014 Renewal Term. One of the functions of ATCIC as the MSO, over time, will be to identify potential service providers for the treatment continuum that Eligible Clients require. ATCIC may use a Request for Proposals (RFP), Request for Application (RFA) or other appropriate process which provides adequate competition as required by law to select providers to provide, expand capacity and/or fill gaps in Services as necessary for this Agreement.

In addition, existing service providers may request to provide services for additional populations identified as eligible under this Agreement. ATCIC shall be responsible for defining minimal performance standards for existing providers to ensure the provider has the necessary administrative and programmatic infrastructure to expand their service array or service population. These criteria may include: past performance, ATCIC monitoring results, Department monitoring results, independent audit findings, and any other information deemed relevant to the provider's administrative and programmatic performance and capacity.

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*The Institute of Medicine has defined selective and indicated programming as follows: Selective programming (e.g. mentoring programs aimed at children with school performance or behavioral problems) target those at higher-than-average risk for substance abuse. Indicated programming (e.g. parenting programs for parents with substance abuse problems) target those already using or engaging in other high-risk behaviors (such as delinquency) to prevent chronic use.

EXHIBIT 2
FY 2014 BUDGET

FY'14 AMENDED BUDGET

October 1, 2013 - September 30, 2014

SUBSTANCE ABUSE MSO

Budget Funding Sources and Distribution

FUNDING SOURCES:

CITY OF AUSTIN (Downtown Austin Community Court)	$310,921.00
TRAVIS COUNTY	$611,799.00
Sub-total	$922,720.00
TRAVIS COUNTY (FY'14 Allocated Reserves)	$213,749.00

*(All or any portion of the Travis County funds listed above may also be spent on the Parenting in Recovery Program.)

TRAVIS COUNTY (FY'14 PARENTING IN RECOVERY GRANT FUNDS) $153,131.00

TOTAL FUNDS $1,289,600.00

DISTRIBUTION:

I. **Homeless, High Risk Adults & Youth, and Downtown Austin Community Court Target Populations**

MSO Fee..... 12%
Maximum..... $110,726.00 (12% x $922,720.00)

DIRECT SERVICES (through Providers).....88%
Maximum: ..... $811,994.00 (88% x $922,720.00)

(ATCIC will calculate the MSO Fee as .1363636 of the amount billed for this funding source's direct services each month during the Agreement term. ATCIC will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

Youth Services. $135,000 of Travis County's $611,799 can be used for youth services, as described in Section III.D of the FY'14 Renewal Term Work Statement, "Description of Required Services for High-Risk Youth."

TRAVIS COUNTY (FY'14 Allocated Reserves)
MSO Fee..... 5%
Maximum..... $10,687.00 (5% x $213,749.00)

DIRECT SERVICES (through Providers).....95%
Maximum: ..... $203,062.00 (95% x $213,749.00)

(ATCIC will calculate the MSO Fee as .0526292 of the amount billed for this funding source's direct services each month during the Agreement term. ATCIC will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

II. Parenting In Recovery Target Population (Travis County FY'14 Grant Funds)

MSO Fee..... 5 %
Maximum..... $7,657.00 (5 % x $153,131.00)

DIRECT SERVICES (through Providers)
Maximum: ..... $145,474.00 (95% x $153,131.00)

The grant funds budgeted for the MSO Fee and Direct Services are for the period September 30, 2013 through September 29, 2014.

(ATCIC will calculate the MSO Fee as .0526335 of the amount billed for this funding source's direct services each month during the Agreement term. ATCIC will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

1. ***Maximum Total Contract Funds – FY'14 Renewal Term***

A total amount of $1,289,600.00 ("Contract Funds") is available during the FY'14 Renewal Term (October 1, 2013 – September 30, 2014), with the exception of the Parenting in Recovery Grant funds ($153,131.00) which are available according to the terms of the Grant. All payments are contingent upon ATCIC's continuing compliance with Agreement terms, including submission of required reports and supporting documentation.

The total amount of contract funds includes $153,131.00 from the Parenting in Recovery Grant. These funds will be used exclusively for the Parenting in Recovery Grant program as referenced above, and will be made available according to the terms of the Grant.

a. Contract Funds – Network Service Providers

Network Providers. ATCIC will negotiate contracts with fee-for-service rates with each of the community-based Network service providers for the FY'14 Renewal Term. Costs of Services provided by those providers will be paid for by ATCIC using grant and non-grant Direct Service Contract Funds in an amount not to exceed the amount shown above in the FY'14 Budget for Contract Funds (up to $1,289,600.00). ATCIC agrees that payments to the Network service providers will be based upon the satisfactory provision of Services in accordance with applicable term of this Agreement, including the Work Statement. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by County for services funded by County grant funds, and by City and County for services funded by Contract Funds. Contracts with providers receiving Grant funds shall incorporate the Grant agreement and all applicable terms of the Agreement, including this FY'14 Renewal, and ATCIC shall require providers to comply with the grant agreement, if applicable, and with terms and conditions of the Agreement, as amended by this FY'14 Renewal.

b. Request for Payment and Status of Funds

Request for Payment:

Per the terms and conditions of the Agreement, ATCIC will file a complete and correct (as determined by City and County) Request for Payment and Status of Funds Report ("Request for Payment") with the Department within twenty (20) days of the end of each month in which treatment services were delivered to Eligible Clients. The Request for Payment will itemize, in detail and per Department specifications, Services provided to Eligible Clients and associated costs. The Request for Payment will distinguish clients served according to funding source such that grant-funded services and services funded by Contract Funds are separated and identified to ensure proper accounting application.

Target Population Obligations:

During the FY'14 Renewal Term, ATCIC will provide documentation with each monthly Request for Payment showing the amount expended for Services provided as a direct service to each target population. ATCIC will cooperate with Department throughout the FY'14 Renewal Term in allocating City and County Contract Funds for designated target populations, as required by City and County.

c. Fee-for-Service Rates

Provider Rates: During the FY'14 Renewal Term, all service providers will be reimbursed (for Services delivered to Eligible Clients from October 1, 2013, through September 30, 2014) on a fee-for-service payment arrangement, based on approved claims for Services delivered to Eligible Clients under the Agreement. The Parenting in Recovery grant funds are for services delivered to Eligible Clients from September 30, 2013 to September 29, 2014. As of October 1, 2013, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved in writing by the Department and ATCIC. Rates may need to be adjusted at times, contingent upon written approval of the Department, based on market and cost factors and as recommended by ATCIC and approved in advance by Department.

Rate Setting: With respect to rate-setting in general under the Agreement, ATCIC will assist providers with rate development with all rates subject to prior Department approval. ATCIC will submit all rate requests (e.g. for new Services, new providers, and/or rate changes) to the Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by ATCIC must be fully negotiated with the provider and submitted to the Department for approval in a timely manner so that

Department has sufficient time to review the request and determine whether or not it will be approved.

Youth Services: ATCIC shall use $135,000 in Contract Funds provided by Travis County for substance abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center, The Children's Partnership, and the Deferred Prosecution Unit of Travis County Juvenile Probation Department.

d. Service Estimates and Network Expansion

Service Estimates: A budgeted minimum estimate of Contract Funds to be provided for direct services funding to each Target Population for the FY'14 Renewal Term is shown below. ATCIC will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting, and will notify the Department in writing within 30 days of making any such adjustment. Department may, at any time, request a review of such adjustments, and ATCIC will work with Department if Department determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional Services from current Network providers and, contingent upon prior Department approval, for exceptional referrals for needed Services outside the Network and/or for purchasing Services from providers not yet recruited into the Network.

Initial Budgeted Minimum Direct Service Level Estimates for FY'14

Target Population	Amount
Homeless/At Risk Adults	$618,646
Downtown Austin Community Court	$273,610
Youth Treatment Services	$118,800
Incentives for Eligible Clients Follow-up Surveys	$4,000
Parenting In Recovery	$145,474
TOTAL	$1,160,530

NOTE: The "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by ATCIC during the FY'14 Renewal Term, as approved by City and County, in order to maximize access to appropriate services for Eligible Clients to be served under the Agreement during FY'14.

Network Expansion: The need for service Network expansion will be evaluated by ATCIC on an ongoing basis in order to ensure adequate service capacity, access to Services, and availability of the continuum of Services required by City and County for Eligible Clients under the Agreement. If ATCIC determines that a service expansion is required during the FY'14 Renewal Term, ATCIC will promptly submit written recommendations to the Department and obtain Department approval in writing at least thirty (30) days prior to proposed effective date of the expansion.

EXHIBIT 3
FY 2014 PERFORMANCE MEASURES

FY'14 PERFORMANCE MEASURES

October 1, 2013 – September 30, 2014

SUBSTANCE ABUSE MSO

A. **Service Outputs**

ATCIC will collect and report to the Department the following service outputs excluding clients served under the Parenting in Recovery grant:

1. ***Number of Unduplicated Clients Served***

a. Information Required for Unduplicated Clients Served

ATCIC shall require treatment providers to report this information, which will include the following demographic information for each Eligible Client: gender, ethnicity, age, income status (percent of federal poverty level), zip code of residence (if available), and residence (which, as to services paid for by City funds, must be within the City of Austin, including those portions of Williamson and Hays counties located within the City of Austin; and, as to services paid for by County funds, must be within Travis County).

Referral Source (for each client, by target population) will also be reported.

For all homeless adult Eligible Clients served, ATCIC will report the number served who were "literally homeless" and "marginally homeless" (as defined in this Agreement).

ATCIC also will report, by treatment provider, the number of Eligible Clients receiving treatment services who were engaged in case management services (external to the treatment provider network) as well, i.e., out of the total number of unduplicated Eligible Clients served.

b. Estimated Number of Unduplicated Eligible Clients to be Served

It is estimated that, during the 2014 Renewal Term, approximately 481 unduplicated Eligible Clients will be served collectively from the homeless adult, high-risk women and high-risk youth target populations; plus approximately **65** unduplicated Eligible Clients referred by Downtown Austin Community Court; and approximately **20** unduplicated Eligible Clients referred by Parenting In Recovery. The total number of unduplicated Eligible Clients served during the year will depend on a number of variables, such as: (1) individual intervention/treatment needs (per clinical assessment); (2) treatment retention (per level of service and across the service continuum); (3) linkages between network providers; (4) service capacities available (at time of need); and (5) number of clients referred by Community Court; and (6) number of clients referred by Parenting In Recovery.

2. ***Units of Service Provided***

This will be reported by type of service (in the continuum of services) for each target population: e.g., number of initial assessments completed, number of residential detoxification treatment days provided, number of intensive residential treatment days provided, number of hours of treatment provided for supportive outpatient services, etc.

Units of service provided are dependent upon several factors such as: (1) level(s) of service required by individual Eligible Clients and (2) length of stay at the different service levels (to be impacted by Utilization Management guidelines, individual client needs, and treatment retention).

3. ***Funding Expended***

Funding expended by population (adult and youth) will be reported, to include projected expenditures (by population) for the contract period.

B. Client Outcomes

ATCIC will collect and report to the Department the following client outcomes for the 2014 Renewal Term. Performance targets for these outcomes are shown below, specific to the particular target populations to be served under this Agreement.

	Measure	Target Percentage
1.	*Program Completion Rate* (Treatment Retention). DSHS definition of "successful program completion" will be used for this measure.	66%
2.	*Eligible Clients who completed detox services, who were referred to a subsequent level of treatment services*	*100%*
3.	*Eligible Clients discharged to a stable housing situation.*	80%
4.	*Eligible Clients employed or in school or training at discharge.*	55%
5.	*Eligible Clients satisfied with clinical services received*	95%
6.	*Eligible Client abstinence at 60-day follow-up.(non detox)*	*70%*
7.	*Eligible Clients employed or in school or training at 60-day follow-up.*	60%
8.	*Eligible Clients living in a stable housing situation at 60-day follow-up.*	85%
9.	*Reduction in criminal behavior (charges/arrests) at 60-day follow-up*	90%

C. Parenting in Recovery

ATCIC, in lieu of direct reporting on PIR project participants, will collaborate with the PIR grant project by participating in sustainability meetings and providing expertise on substance abuse treatment, contracts and service funding.

D. Managed Care "Systems" Outcomes

These systems outcomes include the major benefits expected, over time, from the managed care arrangement described in this Agreement. ATCIC will be responsible for closely monitoring these indicators throughout the year to: (1) identify areas for improvement and (2) implement systems changes, as necessary, to promote the efficiency and effectiveness of the managed care network arrangement.

ATCIC will collect and report to the Department the following systems outcomes:

1. *Improved Client Access to Services*

This will be measured in two ways. First, the length of time from the time of request for assessment or services to benefit authorization by ATCIC. The target is 85% of requests will be authorized in 48 hours. Second, it will be measured by the length of time from benefit authorization by ATCIC to Eligible Client assessment or admission to service. The target is 100% of assessments or admissions to services will occur within 1 day or retroactively. MSO will report quarterly. **The reports are due by the 30th day of the months of January, April, July, and October 2014.**

2. *Eligible Client Need to Level of Care and Length of Stay*

This will include a review of Utilization Management decisions by the MSO per client records and reconciliation of authorization, claims and Eligible Client records. MSO Provider Relations will provide the results in the Annual report. **The report is due by December 31, 2014.**

3. *Annual Network Provider Satisfaction with ATCIC services*

This will include consideration of such factors as ease of communicating with the MSO; promptness of benefit authorizations; appropriateness of benefit authorizations; general customer service, etc. ATCIC will report detailed breakdowns of responses to network provider satisfaction survey questions annually. The target is 90% of those that complete the survey will indicate satisfaction with ATCIC service. **The report is due by December 31, 2014.**

4. *Improvements in Network Continuum of Services*

This information will be provided in narrative form by ATCIC annually. This area will include, but is not limited to, the ATCIC's identification and closing of gaps in care; capacity obstacles addressed and remedied or improved; ATCIC's efforts with respect to Network development and marketing or community integration of the service system operated under this Agreement, etc.

ATCIC will report (in narrative form) monitoring activities of providers including number of monitoring visits per provider, summaries of findings and corrective actions taken by each provider to address under-performance. **The report is due by December 31, 2014.**

E. ATCIC Services Outside the Agreement

Client services provided by ATCIC which are not considered to be reimbursable costs under this Agreement will not be counted in the service measures for this Agreement, but may be counted in the service measures for ATCIC under other Agreements between County, City and ATCIC for the purchase of direct client services, as determined by City and County to be appropriate under the terms of those agreements. ATCIC agrees to report to City and/or County under the terms of the relevant agreement any services that are provided as a result of provision of services to Eligible Clients served through this Agreement.

EXHIBIT 4

FY 2014 TRAVIS COUNTY ETHICS AFFIDAVIT (APPLICABLE TO CENTER ONLY)

INSURANCE REQUIREMENTS

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 3/31/14
Name of Affiant: David Evans
Title of Affiant: CEO
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 "A".

5. Affiant has personally read Exhibit "A" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant
1430 Collier Street, Austin TX 78704
Address

SUBSCRIBED AND SWORN TO before me by David Evans on March 31, 2014.

Cheryl Ann Petty
Notary Public, State of Texas

CHERYL ANN PETTY
My Commission Expires
November 17, 2017

Typed or printed name of notary
My commission expires: 11-17-2017

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
January 21, 2014

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	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyln Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative	Vacant	
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.	
Chief Information Officer	Tanya Acevedo	
Director, Records Mgment & 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
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 IV .....Jesse Herrera, CTP, CTPM, CTCM
Purchasing Agent Assistant III .....Shannon Pleasant, CTPM
Purchasing Agent Assistant III .....David Walch
Purchasing Agent Assistant III .....Michael Long, CPPB
Purchasing Agent Assistant III .....Sydney Ceder
Purchasing Agent Assistant III .....Ruena Victorino*
Purchasing Agent Assistant III .....Rachel Fishback*
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 .....Vacant

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Commissioner, Precinct 2	Sarah Eckhardt	05/ 31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14
Purchasing Business Analyst	Jennifer Francis	11/29/14
Executive Assistant	Barbara Smith	01/15/15

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

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. 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. For purposes of this contract, the "verification of insurance" issued by the Texas Council Risk Management Fund is acceptable in lieu of the "certificate of insurance.

C. 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.

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

E. 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.

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

G. 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.

H. 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.

I. 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. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
   a. Waiver of Subrogation (Form 420304)
   b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
   $500,000* per occurrence for coverage A and B with a
   $1,000,000 policy aggregate

2. The Policy shall contain or be endorsed as follows:

   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 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. Sexual misconduct with a limit of $100,000 per claim /$300,000 is acceptable.

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 the retroactive date of coverage.

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.

EXHIBIT 5

FY 2014 PIR GRANT ASSURANCES AND ACKNOWLEDGEMENTS

(i) Assurances – Non-Construction Programs
(ii) Disclosure of Lobbying Activities
(iii) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
(iv) Certification Regarding Drug-Free Workplace Requirements
(v) Certification Regarding Environmental Tobacco Smoke
(vi) Certification Regarding Maintenance of Effort
(vii) Public Policy Requirements

OMB Approval No. 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

M.R.E

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
ATCIC	~~January 14, 2013~~ 3.31.14

U.S. Department of Health & Human Services

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CERTIFICATION REGARDING LOBBYING

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature _____

Title CEO

Organization ATCIC

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: **Congressional District**, if known: 4c	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	**9. Award Amount**, if known: $	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	**b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: [signature] Print Name: DAVID EVANS Title: CEO Telephone No.: 512-440-4031 Date: 3·31·14	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (LOWER TIER)

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YES NO

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a

person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

****

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

U.S. Department of Health and Human Services
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

U.S. Department of Health & Human Services

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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YES NO

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central pint is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I applies.

4. For grantees who are individuals, Alternate II applies.

5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through

1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

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370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

Check if there are workplaces on file that are not identified here.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21702, May 25, 1990]

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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YES NO

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

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CERTIFICATION REGARDING MAINTENANCE OF EFFORT

Was this page helpful?

☐ YES ☐ NO

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Maintenance in Recovery Program by ATCIC (Applicant Organization), will be in addition to, and not in substitution for, comparable activities previously carried on without Federal assistance.

Signature of Authorized Certifying Official

CEO

Title

3.31.14

Date

Acknowledgement of Federal Funding

As required by U.S. Department of Health and Human Services (HHS) appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Activities Abroad

HHS recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

Confidentiality of Patient/Client Records

Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes. The covered records are those that include the identity, diagnosis, prognosis, or treatment of any patient maintained in connection with any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research that is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States. This requirement is implemented in 42 CFR part 2.

Controlled Substances

Grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances

Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

Education Amendments of 1972 (Title IX)

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

Hatch Act

The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321–7328) and State or local officers or employees (5 U.S.C. 1501–1528). "State or local officer or employee" means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.)

Health Insurance Portability and Accountability Act (HIPAA)

The "Standards for Privacy of Individually Identifiable Health Information" (the Privacy Rule) implement the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d *et seq.*, which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS's OCR and is codified at 45 CFR parts 160 and 164. Not all HHS recipients are subject to the Privacy Rule. The Privacy Rule applies only to "covered entities," as defined by the rule, which include health plans and most health-care providers.
The OCR Web site (http://www.hhs.gov/ocr/hipaa) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. An educational booklet, *Protecting Health Information in Research: Understanding the HIPAA Privacy Rule*, is available through OCR's Web site and at http://privacyruleandresearch.nih.gov/. That

Web site also includes other educational materials approved by OCR and the HHS Office of the General Counsel.

Limited English Proficiency

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at http://www.hhs.gov/ocr/lep/revisedlep.html, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

Pro-Children Act

The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

Rehabilitation Act of 1973 (Section 504)

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

Resource Conservation and Recovery Act

Under RCRA (42 U.S.C. 6901 *et seq.*), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

Restriction on Abortions

HHS funds may not be spent for an abortion.

Restriction on Distribution of Sterile Needles

Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

U.S. Flag Air Carriers

Recipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

USA Patriot Act

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act").

Public Health Security and Bioterrorism Preparedness and Response Act

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at http://www.cdc.gov/od/ohs/biosfty/shipregs.htm.

Retention and access requirements for records

Sub-recipient shall comply with retention and access requirements for records as codified in 45 CFR 92 .42.

TRAVIS COUNTY HEALTH and HUMAN SERVICES
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County Executive
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(512) 854-4100
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DATE: March 6, 2014

TO: Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

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

SUBJECT: SAMSO interlocal agreement

Proposed Motion:
Consider and take appropriate action to approve the interlocal agreement between Travis County, the City of Austin, and Austin Travis County Integral Care for substance abuse treatment services.

Summary and Staff Recommendations:
Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

The agreement also includes funds from the Parenting in Recovery grant to pay for substance abuse treatment for families in the child welfare system as a result of parental methamphetamine or other substance abuse.

TCHHSVS staff recommends approving this interlocal.

Budgetary and Fiscal Impact:
Travis County is providing $611,799 from the General Fund, $213,749 from Allocated Reserves, and $153,131 from the Parenting in Recovery grant. The City of Austin is providing $310,921. Total contract funds come to $1,289,600. The contract number is 4400000372. The funds reservation number for the Travis County General Fund portion is 300001076, for the Allocated Reserves portion it is 300001077, and for the Parenting in Recovery portion it is 300001078.

Issues and Opportunities:

Services provided under this interlocal include:

Outreach – Identify persons needing assistance and encourage them to enter services.

Intake/Assessment/Referral – A competent, clinical substance abuse assessment will be required for all potential clients and may be conducted by any provider in the service network based on the client's entry point into the system and her/his level of need.

Detoxification – As defined by the Texas Commission on Alcohol and Drug Abuse (TCADA), detoxification is chemical dependency treatment designed to reduce systematically the amount of alcohol and/or other toxic chemicals in a client's body, manage withdrawal symptoms, and encourage the client to seek ongoing treatment for chemical dependency.

Residential Treatment – Includes residential treatment services as defined and licensed by TCADA. Residential services require clients to reside at the facility for a specified period of time while undergoing chemical dependency treatment.

Transitional Housing - Housing provided to an eligible client for a period not to exceed 12 months for the purpose of moving the client towards greater self-sufficiency.

Intervention Counseling Services - Includes individual counseling with Eligible Clients and/or family members.

Day Treatment Services – Intensive outpatient treatment services are provided to an individual client for approximately five hours per day, for a total of at least twenty hours of services per week. The client does not reside at the treatment facility.

Outpatient and Continuing Care/Aftercare Services – These services usually include individual and/or group counseling services and the continuation of transitioning the client into other community-based support systems such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.

Case Management and Support Services – As defined by TCADA, case management involves an accountable staff person providing services that include linking a client with needed services; helping a client develop skills to use basic community resources and services; and monitoring and coordinating the services received by a client.

Background:
The interlocal for substance abuse treatment services has been in place since 1999.

Cc: Jim Lehrman, Acting Director, Office of Children's Services, TCHHSVS
Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, County Executive, Planning and Budget Office
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