

#### **13.4 Year-End True Up - Financial.**

13.4.1 Statement. Within sixty (60) days of the end of the Agreement Term, City shall provide County with a year-end statement showing the total costs by program of the services and activities provided under this Agreement as set forth in Attachment C. The year-end report will also include year-end financial statements of City by program.

13.4.2 Reconciliation. If the total amount expended for all programs exceeds that amount attributed to County, as set forth in Section 13.1.1, City will provide County with a request for payment showing the amount by which the total was exceeded and documentation supporting the request, and County shall reimburse City the excess amount as a part of the first quarterly payment for the next succeeding Renewal Term or within thirty (30) days of receipt of the statement and written acceptance by County of the information provided in the year-end statement, whichever occurs last. Where the amount expended by City is less than the amount attributed to County, City will provide County with that determination in a written statement including documentation supporting the determination in the format set forth in the financial reporting form included in Attachment C, and County shall be credited with that amount as a part of the first quarterly invoice for the next succeeding Renewal Term or within thirty (30) days of the receipt and written acceptance by County of the information provided in the year-end statement.

13.4.3 Review of Records. City shall give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, things or property belonging to or in use by City pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by City and for any additional time period that the records are retained by City.

13.4.4 Adjustment in Records. City and County agree to work together to develop and agree to reporting requirements, including the creation, maintenance and submission requirements that will allow County to more precisely evaluate the actual benefits of services and activities provided under this Agreement.

#### **14.0 TERMINATION.**

14.1 Breach or Default - Option to Cure. Termination for breach or default shall be as follows:

14.1.1 Actions of Breach/Default. Actions of breach or default of a material term of this Agreement shall include, but not be limited to the following where such action substantially impairs the value of the Agreement as a whole to the non-breaching/defaulting Party:

(a) for City: failure to provide or make available the services to be provided under this Agreement; failure to timely submit required reports, records, or notification; failure to make corrections as required by this Agreement, and/or actions by City that would reasonably cause the Commissioners Court to believe that City is not using Agreement Funds in compliance with the terms of this Agreement, thereby necessitating a financial review or performance evaluation;

(b) for County: failure to timely submit any report, record or notification and failure to make timely payment.

14.1.2 Notice of Breach/Default. If either Party shall breach or be in default as set forth in Section 14.1.1, the other Party may provide written notice pursuant to Section 19.0, "Notices," to the breaching or defaulting Party, specifying the breach or default and requested correction.

14.1.3 Cure. Upon receipt of notice of breach/default under this Section 14.0, the Party receiving such notice shall have forty-five (45) calendar days in which to cure the alleged breach/default. If more than forty-five (45) days are required to cure such default or breach, a reasonable extension of such time may be established, provided both Parties agree in writing as to the time period to be substituted.

14.1.4 Failure to Cure. If the breaching/defaulting Party fails to cure the alleged breach/default within the time period under Section 14.1.3, the non-breaching Party may then, with written notice:

- (a) re-negotiate an extension of time for cure;
- (b) agree to continue performance under the terms of the Agreement; or
- (c) provide notice of termination pursuant to Section 14.3.2.

14.1.5 Liability for Repayment. City shall be liable to County for money paid and/or advanced to City by County under this Agreement upon a failure by City to provide or make available the services to be provided under this Agreement and a failure to cure under Section 14.1. Return of funds under this Section 14.1.5 shall be made by City to County within thirty (30) days of request by County.

14.2 **Other Reasons for Termination.** A Party may terminate this Agreement if:

14.2.1 it is unable to conform to changes required by federal or state laws or regulations;

14.2.2 during the budget planning and adoption process, the governing body fails to provide funding for this Agreement for the Fiscal Year following the beginning of that Agreement period.

Notice of termination under this Section 14.2 shall be given in writing as soon as the Party termination becomes aware of the event warranting termination under this Section 14.2.

14.3 **Notice of Termination.**

14.3.1 **Notice - Termination for Convenience.** Either Party may terminate this Agreement, in whole or in part, without cause, if the Party wanting to terminate the Agreement notifies the other Party in compliance with the Notice provisions of this Agreement of the decision to terminate this Agreement, the effective date of termination, which must be at least six (6) months (or any time period agreed to in writing by the Parties) after that notice, and, in the case of partial termination, the portion of the Agreement to be terminated.

14.3.2 **Notice - Termination for Other Reasons.** For termination under Sections 14.1 or Section 3.3, the terminating Party shall notify the other Party in compliance with the Notice provisions of this Agreement of the decision to terminate this Agreement, the effective date of termination, which must be at least ninety (90) days (or any other time period agreed to in writing by the Parties) after that notice, and, in the case of partial termination, the portion of the Agreement to be terminated.

14.4 **Limitation on Termination.** Nothing in the above Sections 14.1 and 14.2 prevents or prohibits either Party from taking any other action provided for under the terms of this Agreement or allowed by law.

14.5 **Mutual Termination.** Any Party has the right to terminate this Agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination, the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Agreement to be terminated.

14.6 **Results of Termination.**

14.6.1 **Post-Termination Costs.** County shall not be liable to City or to City's Subcontractors, for costs incurred after the effective date of termination of this Agreement. County shall not under any circumstances be liable to City's Subcontractors for any payments under this Agreement.

14.6.2 **Continued Liability.** Notwithstanding any exercise by a Party of its right of termination under the provisions of this Agreement, a breaching Party shall not be relieved of any liability to the other Party for damages caused by virtue of any breach of this Agreement.

14.6.3 **Transition.** Where applicable, at the end of the Agreement Term or following any other Agreement termination, each Party shall, in good faith and in reasonable cooperation with the other Party, aid in transition to any new arrangement or provider of services which have been provided under this Agreement.

15.0 **AUDIT.**

15.1 **County/City Audit.** County reserves the right to conduct an annual performance/financial audit of City's performance of this Agreement. City agrees to permit County, or its authorized representatives, to audit and copy at its expense City's records that relate to this Agreement and to obtain any documents, materials, or information relating to this Agreement which are necessary to facilitate such audit. City reserves the right to conduct an annual performance/financial audit of the County's performance of this Agreement. County agrees to permit City or its authorized representatives, to audit and copy at its expense County's records that relate to this Agreement and to obtain any documents, materials or information relating to this Agreement which are necessary to facilitate such audit.

15.2 **Facilitation.** City shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 15.0 that County may reasonably require of City. County shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 15.0 that City may reasonably require of County.

16.0 **MISCELLANEOUS PROVISIONS.**

16.1 **No Joint Enterprise.** The relationship of County and City under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. No employee of City shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. No employee of County shall be considered an employee of City or gain any rights against City pursuant to City's personnel policies. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party. The Parties expressly agree

that each Party is an independent contractor, and that each Party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.

**16.2 Authority to Obligate.** It is acknowledged by City that no officer, agent, employee or representative of County other than the Commissioners Court has any authority to sign any document or make any type of agreement obligating County unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action by Commissioners Court.

**16.3 Employees.** Except as specified in Section 6.8, this Agreement shall have no effect upon the personnel policies of the City or County; or employment status or benefits of any City or County employee. Each Party retains all authority and liability related to the employment of that Party's employees. This Agreement does not create an employment contract between the City or County and/or individuals with respect to continued employment or the provision of any benefit. Each Party acknowledges that the other Party intends that each employee is at will, and that either the employee or the City or County can terminate the employee's employment for any reason and at any time, with or without notice. The Parties shall not have any contractual or statutory liability for any employee of the other Party.

## **17.0 SUBCONTRACTS.**

### **17.1 City Responsibility.**

17.1 Subcontractor Compliance. City is wholly responsible to County for the performance under this Agreement, whether such performance is provided directly by City or indirectly by any and shall monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that shall be available for inspection by County. City shall ensure that its Subcontractors comply with all applicable terms of this Agreement (including terms related to records and reports) as if the performance rendered by the Subcontractor was being rendered by City. City shall inspect all Subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms of this Agreement. City shall provide County with copies of any subcontract under which Agreement services are provided upon written request by County. Subcontracts shall include provisions ensuring that: Subcontractors will receive no duplicate payments from other sources or under other contracts for services/participants provided under this Agreement; that Subcontractor will cooperate with any County inquiries related to Agreement services; that Subcontractor agrees to comply with all laws; and that City is solely responsible for payment.

**17.2 Level of Service.** City will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which meet or exceed applicable licensing and regulatory standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

**17.3 Agreement Limitation.** This Agreement sets out the agreements and obligations between County and City only, and does not obligate County in any way to any of City's Subcontractors, nor to any other third party. This Agreement creates no third party beneficiary rights as between County and any of City's Subcontractors.

**17.4 Minority Business Representation.** City agrees to make a "good faith" effort to take all necessary and reasonable steps, in accordance with City's Minority and Women Owned Business Program (a copy of which has been provided to County, with changes to be provided as made) to ensure that minority businesses are given the maximum opportunity to be Subcontractors under this Agreement

where such Subcontractors exist. City must report all expenditures made to minority Subcontractors to the County Purchasing Agent upon written request.

**17.5 Payment to Subcontractors.** City shall make its best effort to pay Subcontractors in a timely manner and shall make such payment pursuant to applicable law.

**18.0 MONITORING.** County shall have the right to perform periodic on-site monitoring of City's (and Subcontractor's) compliance/performance with the terms of this Agreement, and of the adequacy, effectiveness and timeliness of City's performance under this Agreement. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to City's performance under this Agreement. Within thirty (30) days of each monitoring visit, County shall provide City with a written report of the monitor's findings. If the report notes deficiencies in City's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by City as mutually agreed to by City and County. City shall take action specified in the monitoring report prior to the deadlines specified. City will include the above right to monitor provision in any Subcontract(s) entered into under this Agreement.

**19.0 NOTICES.**

**19.1 Requirements.** Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

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

Honorable Samuel T. Biscoe (or his successor in office)  
County Judge  
P. O. Box 1748  
Austin, Texas 78767

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

Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767  
ATTENTION: Civil Transactions

and

Sherri Fleming, Executive Manager (or her successor)  
Travis County Health, Human Services and Veterans Services  
P. O. Box 1748  
Austin, Texas 78767

and

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

**19.3 City Address.** The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Toby Futrell (or her successor in office)  
City Manager  
P. O. Box 1088  
Austin, Texas 78767

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

David Lurie, Director (or his successor)  
City of Austin  
Health and Human Services Department  
Office of the Director  
P. O. Box 1088  
Austin, Texas 78767

and

City Attorney  
301 West Second Street, Fourth Floor  
Austin, Texas 78701

**19.4 Change of Address.** Each Party may change the address for notice to it by giving written notice of the change. Any change of address by City, including a change in the City's authorized representative, shall be reported to the Executive Manager and the Purchasing Agent within twenty (20) days of the change. Any change of address by County, including a change in the County's authorized representative, shall be reported to the Director within twenty (20) days of the change.

## **20.0 PROHIBITIONS.**

**20.1 Conflict of Interest.** In performing duties under this Agreement, City employees shall comply with the conflict of interest requirements and ethics provisions set forth in the Austin City Code, Article 4, a copy of which has been provided to County, as well as with the conflict of interest provisions in Chapter 171 of the Texas Local Government Code.

**20.2 Solicitation.** City warrants that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by City to secure business. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability, or, in its discretion, to, as applicable, add or to or deduct from the Agreement price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**20.3 Gratuities.** County may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by City or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from City a sum equal in amount to the cost incurred by City in providing such gratuities. City's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors.

**20.4 Nepotism.** City agrees that it will comply with TEX. GOVERNMENT CODE ANN., Ch. 573, by ensuring that no officer, employee or member of the governing body of City shall vote or confirm the employment of any person related within the second degree by affinity or third degree by

consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

## **21.0 ASSIGNABILITY.**

**21.1 Written Approval.** No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by City that no officer, agent, employee or representative of County has any authority to assign any part of this Agreement unless expressly granted that authority by the Commissioners Court. Submission of a request by City for approval under this Section 26.1 shall be made in writing to the Purchasing Agent with a copy to the Executive Manager. Submission of a request by County for approval under this Section 26.1 shall be made in writing to the Director.

**21.2 Binding Agreement.** This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Agreement.

**22.0 LEGAL AUTHORITY.** The person or persons signing this Agreement on behalf of each Party warrants that he, she or they have been duly authorized by their respective entities to sign this Agreement on behalf of the entity and to bind the entity validly and legally to all terms, performances, and provisions in this Agreement. Each Party warrants that the Party possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services that Party has obligated itself to perform under this Agreement.

## **23.0 INTERPRETATIONAL GUIDELINES.**

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

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

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

## **24.0 OTHER PROVISIONS.**

**24.1 Survival of Conditions.** Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

**24.2 Non-Waiver of Default.** One or more acts of forbearance by any Party to enforce any provision of this Agreement or any payment, act or omission by any Party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default which then exists or may subsequently exist.

**24.3 Reservation of Rights.** If any Party to this Agreement breaches this Agreement, the other Party(ies) shall be entitled to any and all rights and remedies provided for by Texas law and any

applicable Federal laws or regulations. All rights of City and County under this Agreement are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to County or City under it. The exercise or failure to exercise any right or remedy in this Agreement of City or County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

**24.4 Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas, or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

**24.5 Severability.** If any portion of this Agreement is ruled invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of it shall remain valid and binding, and shall continue to have full force and effect and shall in no way be impaired or invalidated by that holding.

**24.6 Political Activity.** City shall not use any of the Agreement Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of City from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Agreement Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of City, the State of Texas or the government of the United States.

**24.7 Sectarian Activity.** City shall ensure that provision of services under this Agreement shall be carried on in a manner free from religious influence. City shall not execute any agreement with any primarily religious organization to receive Agreement Funds from City unless the agreement includes provisions as necessary to effectuate this assurance. Neither City's nor County's selection of a Subcontractor nor expenditure of funds under this Agreement is an endorsement of the Subcontractor's charitable or religious character, practices or expressions. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization. City and County agree to be bound by the provisions of Section 702 of the Civil Rights Act [42 U.S.C., Section 2000E-1(a)] regarding employment practices and Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C., Section 604a) regarding additional rights and responsibilities for charitable and faith-based providers of social services, assisted individuals and providers of such services.

**24.8 Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of City or County shall initially be presented by City to County by submission in writing to TCHHSVS with a copy to the County Purchasing Agent and by County to City by submission in writing to the Director. If satisfactory resolution cannot be achieved between the Parties within a reasonable time, and should mediation be acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Sec. 154.073, unless both Parties agree, in writing, to waive the confidentiality.

**24.9 County Public Purpose.** By execution of this Agreement, the Commissioners Court hereby finds that the needs to be addressed by the services to be provided under the terms of this



Agreement and specifically set forth in the attached Work Statements, constitute a significant public concern impacting members of the population which the County serves. The Commissioners Court further finds that the provision of services to be provided by City pursuant to this Agreement will further the public purpose of addressing those health and human services issues, problems and needs identified in this Agreement for identified individuals.

**24.10 Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. City agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Agreement.

**24.11 Publicity.** In any publicity prepared or distributed by or for City related to this Agreement, the funding through County shall be mentioned as having made the project possible, either through use of the County logo or in applicable text. Prior to publication or any disbursement of such publicity, City must provide a copy of the final form of the publicity. When appropriate as determined by Executive Manager, City shall publicize the services and activities of City and County under this Agreement. City shall work with County to allow for distribution from appropriate County locations of any materials prepared related to services provided under this Agreement.

**24.12 Third Party Beneficiary.** This Agreement sets out the agreements and obligations between City and County only, and does not obligate City or County in any way to any other third party. This Agreement creates no third party beneficiary rights as between City and any of County's Subcontractors or between County and any of City's Subcontractors. City and County, respectively, each have the sole responsibility for payment for services rendered by each Party's Subcontractors with Subcontractor's sole recourse in the event of non-payment, insolvency or cessation of operations being against the Party with whom the Subcontract was made. Neither Party shall under any circumstances be liable to the other Party's creditors or Subcontractors for any payments under this Agreement.

CITY OF AUSTIN

AUSTIN/TRAVIS COUNTY HEALTH AND  
HUMAN SERVICES

BY: \_\_\_\_\_  
TOBY HAMMETT FUTRELL  
City Manager

BY: \_\_\_\_\_  
DAVID LURIE  
Director, ATCHHSD

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TRAVIS COUNTY

BY: Samuel T. Biscoe  
SAMUEL T. BISCOE  
Travis County Judge

Date: 9-25-07

County Approvals:

As to Legal Form:  
Mary Catherine G. G. G.  
Assistant County Attorney

Date: 9/25/07

Funds Certified By:

Date: \_\_\_\_\_

\_\_\_\_\_  
Susan Spataro, County Auditor

Purchasing:

Date: \_\_\_\_\_

\_\_\_\_\_  
Cyd Grimes, County Purchasing Agent

**ATTACHMENT A**

**WORK STATEMENT, PUBLIC HEALTH SERVICES**

## ATTACHMENT A

### WORK STATEMENT

#### PUBLIC HEALTH SERVICES

##### I. PROGRAM SERVICES DESCRIPTION

A. **General Description.** The City of Austin and Travis County operate programs designed to promote and protect the public health. The protection of the public health is best served by a collaborative approach in monitoring and combating community health problems and hazards that occur without regard to jurisdictional boundaries. The provision of essential public health services by the City and the provision of the same or similar services under agreement with the County for the provision of County services, in combination with County resources made available is intended to result in a service delivery that is effective, efficient and accessible.

B. **General Reporting Requirements.** City and County agree to work together to develop improved reporting requirements as may be mutually agreed to by the Parties throughout the term(s) of this Agreement in order to better evaluate and develop the most efficient and effective provision of services to the community as a whole.

C. **Outreach.** County agrees to be a distribution source for all materials, communications, etc., related to outreach and publicity for those programs provided by City under this Agreement and described in this Attachment A and Attachment B, as applicable. City agrees to provide County with copies of all materials to be utilized, and with relevant schedules, locations, plans and other information that will allow County to participate in educating County clients as to the availability of services provided under this Agreement.

##### II. PURPOSE

The purpose of the Agreement is to allow the City and the County to combine resources to provide services to protect the entire population of the City of Austin and Travis County from disease by, among other things,

- promoting community-wide wellness
- preventing disease; and
- protecting the Community from infectious diseases, environmental hazards, and epidemics

through one public health system of service delivery for the City and County.

##### III. STATEMENT OF RESPONSIBILITY – CITY

Pursuant to the terms of this Agreement, the City shall perform the following services:

###### A. **HEALTH AUTHORITY.**

1. City shall provide the services of the Health Authority as described in Section 121.024 of the Texas Health & Safety Code, as such law may be amended from time to time.

2. The Health Authority, or his designee, if a designee is permitted by law, will serve as hearing officer for environmental health laws and ordinances and other ordinances and rules as applicable.

3. Alternate Health Authority(ies) may be designated as necessary to act while the Health Authority is absent or incapacitated according to applicable law.

4. Commissioners Court shall approve the appointment of the Health Authority and the designation of any alternate Health Authority(ies). City will provide County with notice of the proposed appointment or re-appointment of the Health Authority and the designation of any alternate(s). Such notice shall include the documentation of the individual's qualifications, necessary Oath of Office and other relevant information. The City shall ensure that procedures are in place to prevent duplication of authority and make information available to TCHHSVS upon request as to any transfer of authority between authorized individuals.

## **B. COMMUNICABLE DISEASE UNIT SERVICES**

### 1. Sexually Transmitted Diseases (STD)

Comprehensive STD Care at RBJ Health Center. Services provided will include:

- 1) History, physical exam, related diagnostic tests, risk reduction counseling, treatment including TDH provided medications supplemented with select purchased medications and prescriptions.
- 2) Clinic capacity - 8am – 5pm M-F
- 3) Related support functions such as reception, data management, cashiering, and medical records administration.

Comprehensive Care at Del Valle and Gardner Betts Detention centers. Services provided will include:

- 1) History, physical exam, related diagnostic tests, risk reduction counseling, treatment including TDH provided medications supplemented with select purchased medications and prescriptions.
- 2) Clinic capacity – two half days at Del Valle and one half day at Gardner Betts

Case Management. Case management services provided will include:

- 1) Interview newly infected HIV and Syphilis cases
- 2) Contact investigation and positive follow-ups
- 3) Social work interventions

Targeted testing. Targeted testing will include:

Syphilis, gonorrhea, and Chlamydia

### 2. Tuberculosis (TB). TB Services will include:

Comprehensive clinical case management. Case management services will include:

- 1) History, physical exam, prevention education, diagnostic and follow-up lab testing and x-rays, treatment including TDH-supplied supplemented with select purchased medications
- 2) Directly observed therapy for 100% of cases and suspects. Target therapy completion rate of at least 90%.
- 3) Directly observed Preventive therapy for Latent TB infection. Therapy completion rate of 75%.

Contact Investigation. Contact investigation will include:

- 1) Delivery of warning letter within 24 hours
- 2) Interview cases and suspects
- 3) Initially evaluated contacts within 7 days
- 4) Provide second round testing at 8 – 10 weeks

Targeted testing. Targeted testing will include:

- 1) PPD clinic at RBJ Health Center

Social work interventions. Social work interventions will be provided

HIV Prevention. HIV prevention services will include the following:

Testing and counseling will be provided as follows:

Prevention counseling will be provided at locations deemed appropriate (determinations as to locations to be made with County input) to reach persons at risk

Prevention Case Management. Case management will include:

- 1) Intake and assessment and referrals
- 2) Ongoing prevention intervention sessions
- 3) All services to be provided by licensed counselors

Medical Case Management. Case management services will include:

- 1) Intake, assessment, advocacy, referrals
- 2) All services to be provided by licensed social workers
- 3) Targets HIV infected pediatric and homeless clients

Outreach Education will include the following:

street outreach and educational presentations with the purpose of bringing at risk individuals into services

3. Hepatitis C Prevention services will be provided as follows:

Surveillance activities will include:

Receiving and completing cases reported from Travis County

Education services will include:

- 1) Quarterly meeting for stakeholders, including personnel from Travis County

C. **SURVEILLANCE PROGRAM.** Surveillance Program will provide the following services to all residents of Travis County:

- *State required data management of STD, HIV, AIDS and general state required reportable conditions.*
- *Investigation of state reportable general surveillance conditions as well as implementation of control measures to stop the spread of disease in Travis County.*
- *Management of foodborne illness, FBI investigation of outbreaks and unusually occur or emerging diseases.*
- *Provide Transport Exposure assistance in accordance with state laws to all of Travis County First Responders.*
- *24/7 On-call service for all Travis County for bioterrorist attacks, established or emerging disease spread, and outbreaks occurring after hours, weekends or holidays*
- *Provide services for all Travis County residents to report communicable disease as well as provide education information on diseases, this includes ISD's and child care facilities.*
- *Provide reporting information to Travis County providers as well as presentation to groups as requested and staff availability.*

D. **EPIDEMIOLOGY.** The Epidemiology program provides technical support to Travis County through a number of activities including disease surveillance, disease investigation and study design, data collection,

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analysis and dissemination, grant writing, toxicological evaluation, risk assessment, and emergency preparedness and response planning. As part of this program, the City will:

- Provide data for a variety of diseases, conditions and risk factors to support special projects, citizen requests, grant writing activities, planning, and program evaluation.
- Provide epidemiologic support for disease and outbreak investigations. Services provided include study design, the development of survey instruments, data collection, analyses and interpretation, and report dissemination.
- Provide epidemiologic support for county level response and response planning for West Nile Virus and other emerging infectious disease.
- Provide epidemiologic support for emergency preparedness activities for Travis County.
- Provide toxicological evaluation and recommendation of environmental permitting, monitoring and enforcement activities to ensure the protection of human health.
- Maintain Travis County data within a comprehensive syndromic surveillance system to be evaluated, assessed and reported each business day
- Provide quarterly summary reports of Travis County health data.

#### E. **IMMUNIZATION**

##### 1. Service Delivery

- Staff will provide two sites (locations to be selected with County input) to provide immunization services to County residents Monday through Friday, 8 hours per day, and occasional Saturdays at North and South sites (locations to be selected with County input) within the County
- Staff will provide two weeks of Flu clinics annually with schedule and sites to be determined (with County input)

##### 2. Quality Assurance

- Staff will conduct Texas Department of Health required immunization audits
- locations including public and private schools, Headstart programs, Licensed Day Cares, and Registered Family Homes in Austin/Travis County.
- Staff will develop and begin implementation of remedial action plans for facilities reporting immunizations rates lower than 95%.
- Staff will conduct data analysis to determine geographic areas throughout Austin and Travis County where populations are under-immunized and begin development of plans to increase immunization.
- Staff will systematically collect, analyze and interpret morbidity and mortality data for the use in program planning and evaluation, detecting outbreaks, and implementing control measures.
- Staff will conduct vaccine preventable disease investigations within 30 days from the date reported. This includes investigations of infants born to Hepatitis B surface antigen pregnant women.

##### 3. Health Education/Promotion

- Staff will provide immunization education and awareness sessions by making presentations to individuals and civic organizations, and providing literature to groups and at events throughout Travis County.
- Staff will collaborate with the areas hospitals in order to provide professional education to infections control, laboratory, labor, and delivery staff.
- Staff will serve on the Community Immunization Collaboration Committee and will serve in a consultative role to the Austin Independent School District.