



CONTRACT AMENDMENT NO. 4

**The City of Austin
And
The Austin Travis County
Mental Health Mental Retardation Center**

RECITALS

The City of Austin, a home-rule municipal corporation situated in Hays, Travis, and Williamson counties (the "City") designated funds from the 2006-2007 Approved Operating Budget of the Downtown Austin Community Court, General Fund for the provision of a joint project involving the City and the Austin Travis County Mental Health Mental Retardation Center (the "Center") to offer certain criminal justice offenders substance abuse and mental health services as an alternative to jail.

On June 8, 2006, the City Council approved a 12-month "Interlocal Cooperation Agreement" between the City and the Center (the "Agreement") with an original contract amount of \$373,042 and effective dates from August 1, 2006 until September 30, 2007. The Agreement is attached hereto as Attachment A. The original work statement is attached here to as page 12 to Attachment A and remains in full force and effect and applies to this Amendment No. 4.

During Fiscal Year 2007-2008, the parties renewed the Agreement with a total contract budgeted amount not to exceed \$423,040.

The parties desire to exercise a renewal of the Agreement effective dates from October 1, 2008 until September 20, 2009 with a total contract budgeted amount not to exceed \$423,040 for the Fiscal Year 2008-2009.

The sections contained herein correspond to the original Agreement and Amendment No. 3 and only change, replace, or add those provisions set forth below.

(Terms begin on page 2)

2.0 TERMS

- 2.1 Amendment No. 4 Term. The term of this Amendment No. 4 shall be from October 1, 2008 through September 30, 2009.

3.0 CITY RESPONSIBILITIES

3.1 Maximum Funds

- 3.1.1 Term Amount. In consideration of full and satisfactory performance of the services and activities to be performed by the Center under the terms of the Agreement, the City shall provide funds in an amount not to exceed \$423,040 for this Amendment No. 4 Term.

3.2 Payment for Services

- 3.2.2 The City shall make payments for services provided under this Agreement from its current revenue funds. The maximum liability to the City for work performed by Center under this Amendment No. 4 to the Agreement shall not exceed \$423,040 for this Amendment No. 4 Term.

4.0 CENTER RESPONSIBILITIES

- 4.4 Quarterly Reporting. Quarterly performance reports, in the format determine by the Department and approved by the Center shall be submitted to the Department's Monitoring Unit no later than twenty (20) days following the end of each reporting period. The Center shall report on the performance measures as set out in Attachment B.

10.0 ENTIRE AGREEMENT

- 10.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by the Center in accordance with all of the provisions of the Agreement and this Amendment No. 4.

Attachment A: Interlocal Agreement of Cooperation between the City of Austin and Austin Travis County Mental Health Mental Retardation Center (with its original Attachments: A, B, C, and D).

Attachment B: Performance Measures for Amendment No. 4.

Attachment C: Project Recovery Budget for Fiscal Year 2008-2009.

Attachment D: Amendment No. 3 (with its Attachment D “Insurance Requirements for City Contracts”).

11.0 NOTICES

11.2 City Address.

Marc Ott, City Manager
City of Austin
P.O. Box 1055
Austin, Texas 78767

Greg Toomey, Court Administrator
Downtown Austin Community Court
P.O. Box 1088
Austin, Texas 78767

16.0 EFFECTIVE DATE

This Amendment No. 4 will be executed in duplicate originals and effective October 1, 2008.

All terms and conditions of the above referenced Agreement as originally executed shall remain in full force and effect except to the extent that they conflict with this Amendment No. 4.

BY THE SIGNATURES affixed below, this Amendment No. 4 is hereby incorporated into, and made a part of, the above referenced Agreement.

**AUSTIN TRAVIS COUNTY MENTAL HEALTH
MENTAL RETARDATION CENTER**

Date: _____

By: _____

Executive Director

CITY OF AUSTIN

Date: _____

By: _____

Marc Ott
City Manager

AMENDMENT NO. 4
ATTACHMENT A

Attachment A

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF AUSTIN
AND
AUSTIN TRAVIS COUNTY
MENTAL HEALTH MENTAL RETARDATION CENTER

This Interlocal Cooperation Agreement (Hereinafter "Agreement") is between the City of Austin ("City") and Austin Travis County Mental Health Mental Retardation Center ("Center"), each individually a "Party", and collectively, "Parties".

RECITALS

The Center has been established and designated as the Mental Health and Mental Retardation Authority and Resource Manager by the State of Texas for Travis County and the incorporated municipalities therein.

The City is authorized to enter into an Interlocal Cooperation Agreement with the Center through Texas Government Code, Chapter 791.

TERMS

1.0 DEFINITIONS

In this Agreement,

1.1 "City Council" means the City Council of the City of Austin

1.2 "Department" means the Downtown Austin Community Court of the City of Austin.

2.0 GENERAL PROVISIONS

2.1 Initial Term. The initial term shall be from the Effective Date as shown in Section 16.0 up to September 30, 2007.

2.2 Renewal Terms. Renewal shall be subject to approval by the City Council and shall be evidenced by prior written approval of the Parties.

3.0 CITY RESPONSIBILITIES

3.1 Maximum Funds.

- 3.1.1 Initial Term. In consideration of full and satisfactory performance of the services and activities to be performed by Center under the terms of this Agreement, City shall provide funds in an amount not to exceed \$373,042 with respect to the Initial Term. The amount payable with respect to the Initial Term or any Renewal Term may hereinafter be referred to as the "Term Amount."
- 3.1.2 Renewals. Amounts to be paid for Renewal Terms shall not exceed those amounts approved by the City Council.

3.2 Payment for Services

- 3.2.1 City shall pay Center for services rendered and expenses incurred in performing work under this Agreement and in accordance with the Work Statement attached hereto as Attachment A, such payment as described in the applicable portions of the Budgets attached hereto as Attachments B-D. Payment shall be made within 30 days upon receipt of an invoice or payment request setting forth in sufficient detail services rendered and expenses incurred. Center agrees to submit such other reports as may be reasonably required by the City to document Center's performance of its obligations under this Agreement.
- 3.2.2 City shall make payments for services provided under this Agreement from its current and projected revenue expenditures for the Initial Term. The maximum liability to the City for work performed by Center under this Agreement shall not exceed \$373,042. Center shall not invoice in excess of \$91,659 for services provided and/or expenses incurred during the initial two months of the Agreement, or through September 30, 2006, whichever occurs first.
- 3.2.3 City shall not be liable for costs incurred or performances rendered by Center before or after the Agreement term, or not in accordance with the Work Statement or the Budget.

4.0 CENTER RESPONSIBILITIES

4.1 Delivery of Services

- 4.1.1 City funds provided through this Agreement will be used by Center to provide for services as specified in Attachment A and in accordance with all other terms and conditions stated in this Agreement.
- 4.1.2 In the event that Center incurs a termination or significant loss of funding from sources other than the City and upon which Center depends for performance under this Agreement, Center shall:
- a. Notify Department immediately of such loss of funding, the amount involved, and the services impacted.
 - b. Provide Department with thirty (30) days written notice if the decrease in funding requires the termination of the Agreement, in whole or in part, with a description of the anticipated impact on services resulting from such decrease.
 - c. Advise the City on options to reduce services with concomitant reductions in the City's funding obligations based on the mutual agreement of the Parties.

4.2 Records. Center shall maintain all records and documentation necessary to evaluate the financial and performance efficacy of the provision of services under this Agreement and to perform audits authorized hereunder. Records and documentation shall be retained in a readily available state and location and reasonably accessible to City or its authorized representatives. All records maintained under the terms of this Agreement shall be retained until all audits are complete and all questions arising from those audits or any other issues pertaining to this Agreement are resolved satisfactorily or three (3) years after the date this Agreement ends, whichever occurs later.

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

4.4 Quarterly Performance Reports. Quarterly performance reports, in the format determined by the Department and approved by Center shall be submitted to the Department's Monitoring Unit no later than twenty (20) days following the end of each reporting period. The first reporting period shall start on the Effective Date, and shall extend through December 31, 2006. Each three-month period thereafter shall constitute a required reporting period. The Center will report on the performance measures as set out in Attachment A.

4.5 Quarterly Financial Reports. Quarterly financial reports, in the format determined by the Department and approved by the Center, shall be submitted to the Department no later than twenty (20) days following the end of each reporting period. The first reporting period shall start on the Effective Date, and shall extend through December 31, 2006. Each three-month period

thereafter shall constitute a required reporting period. The Center will report quarterly on Interlocal Agreement funds received from City under this Agreement and how those funds are allocated.

5.0 FINANCIAL AFFAIRS AND AUDITS OF CENTER

5.1 Center Financial Affairs. The Center will manage its financial affairs in accordance with generally accepted governmental accounting standards. The Center, at its own expense, shall arrange for the performance of an annual financial audit to be conducted by an independent Certified Public Accountant for each of the Center's fiscal years in which Center receives funds under the terms of this Agreement. Unless otherwise specifically authorized by the Department in writing, the Center shall submit a copy of the audit report (or a summary thereof, at Center's option), including auditor's letter to management (if any), within the earlier of twenty (20) days after Center receipt of the report or six (6) months after the end of the Center's fiscal year. The Center will also provide the Department with copies of all external program and/or financial audits and monitoring reports of Center operations (of a summary of any or all such documents, at Center's option) within twenty (20) days of receipt.

5.2 Audit. Notwithstanding the requirement for an annual financial audit, City reserves the right to conduct audits of financial and program performance rendered under this Agreement. Center agrees to permit City to audit Center's records pursuant to Section 5.4 below, and to cooperate with City in obtaining any documents, materials, or information necessary to facilitate such audit.

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

5.4 Access to Records. Records (as described in Section 5.3 above) shall be open to inspection and subject to audit and/or reproduction by the City and its authorized representatives. The Center shall afford access to all of the records during normal business hours, and shall allow the City access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by Center in relation to the performance of this Agreement throughout existence of the Agreement and for a period of three years thereafter. Records will be retained beyond the third year if an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily, or if any claim or lawsuit pertaining to this Agreement remains unresolved as reasonably determined by City.

5.5 Access to Facilities. The Center shall provide access to Center facilities to the City to conduct an audit, and the City shall consider reasonable times and places to review records or interview individuals. Adequate and appropriate work space shall be made available to City or its designees, and all requested records pertaining to the audit shall be made readily available.

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

6.0 INDEMNIFICATION AND CLAIMS NOTIFICATION

6.1 Indemnification. Center and City each agree to and shall indemnify and hold harmless, to the extent allowed by applicable law, the other and each of its officers, agents, trustees, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for any act or omission by the indemnifying Party, or for damage to any property, arising out of or in connection with the work done by the Indemnifying Party under this Agreement, to the extent that such injuries, death or damages are caused by the Indemnifying Party and any other third party.

6.2 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against either Party hereto in relation to the performance of this Agreement, any Party who becomes aware of such claim or other action shall give written notice to the other Party, of the claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in 11.0 of this Agreement. Except as otherwise directed, each Party shall furnish to the other Party copies of all pertinent papers it receives with respect to these claims or actions.

7.0 SUSPENSION OF FUNDING

7.1 Upon determination by the City of the Center's failure to timely and properly perform its obligations, the City, without limiting any rights it may otherwise have, may at its discretion, and upon three (3) calendar days written notice to the Center, withhold further payments to the Center. Such notice may be given by mail or by personal service and shall set forth the default or failure alleged and the action required for cure.

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

7.3 The City shall have the right to suspend this Agreement without prior notice to the

Center upon a reasonable belief of imminent or actual misuse or misappropriation of any Agreement Funds. The period of suspension under this clause shall be for a period of time appropriate and reasonably necessary to complete an investigation, but in no event shall exceed sixty (60) days without compensation to Center. Should the City choose to exercise its rights under this clause, upon reaching a decision to suspend, notice will be forwarded immediately to the Center notifying it of the suspension and any investigation.

8.0 TERMINATION

8.1 Termination by City. City shall have the right to terminate this Agreement, in whole or in part, at any time before the date it otherwise terminates, expires or ends, for the following reasons:

- 8.1.1 Center has failed to comply satisfactorily, as reasonably determined by City with a material term or condition of this Agreement.
- 8.1.2 City Council fails to provide funding for this Agreement for the fiscal year following the Initial Term or any Renewal Term.
- 8.1.3 City finds that Center is in a financial condition that endangers Center's ability to perform this Agreement, in the ordinary course of business, or Center is in a technical state of bankruptcy as defined by the Federal Bankruptcy Act and is subject to the appointment of a trustee, receiver or liquidator for all, or a substantial part, of Center's property, or the institution of bankruptcy, reorganization, rearrangement or liquidation proceedings by or against Center.
- 8.1.4 Center is unable to conform to changes required by federal, state and local laws or regulations that are applicable to this Agreement.
- 8.1.5 City finds that Center is not producing results, as measured by performance reports detailed in this Agreement, that are sufficiently beneficial to warrant continued expenditure of Term Funds.
- 8.1.6 Termination by Center. Center shall have the right to terminate this Agreement, in whole or in part, at any time before the date it otherwise terminates, expires or ends, in the event that City has failed to comply satisfactorily, as reasonably determined by Center, with a material term or condition of this Agreement.

8.2 Mutual Termination. Either 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. The terms of such termination shall be in writing and signed by all Parties.

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

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

8.5 Continued Liability. Notwithstanding any early termination pursuant to this Section 8.0, neither Party hereto shall be relieved of any liability to the other Party for damages due to breach of this Agreement by Center. City may withhold payments to Center if City has a reasonable belief that damages are due to City from Center until the exact amount of any damages due to City from Center is agreed upon or is otherwise determined.

8.6 Correction. In any situation in which one Party has given notice of termination as a result of some issue which is subject to correction (as reasonably determined by the terminating Party), at least 30 days before the effective date of termination, the terminating Party shall notify the other Party in compliance with Section 11.0 of the reasons for termination and the portion of this Agreement, if any, to be terminated. The Party receiving such notice may avoid the termination of this Agreement if it corrects the causes for the reasons for termination stated in the notice to the satisfaction of the terminating Party, prior to the effective date of termination.

9.0 AMENDMENTS

9.1 Written Amendment. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing, approved by the governing bodies of each Party, and signed by each Party.

10.0 ENTIRE AGREEMENT

10.1 Entire Agreement. All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

10.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Center in accordance with all the provisions of this Agreement.

Attachment A, Work Statement and Performance Measures

Attachment B, Budget for 8/1/06 – 9/30/06
Attachment C, Budget for 10/1/06 – 9/30/07
Attachment D, Annualized Budget

11.0 NOTICES

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

11.2 City Address.

Toby Futrell, City Manager
City of Austin
P.O. Box 1088
Austin, Texas 78767

Greg Toomey, Court Administrator
Downtown Austin Community Court
P.O. Box 1088
Austin, Texas 78767

11.3 Center Address. The address of the Center for all purposes under this Agreement and for all notices hereunder shall be:

Austin Travis County Mental Health Mental Retardation Center
1430 Collier Street
P. O. Box 3548
Austin, Texas 78764-3548

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

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

12.0 OTHER AGREEMENTS

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

13.0 MISCELLANEOUS PROVISIONS

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

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

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

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

13.5 Reservation of Rights. All rights of either Party under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to the other Party under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

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

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

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

13.9 Assignment. Parties to this Agreement shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the others.

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

13.11 Sectarian Activity. Center shall ensure that activities performed under this Agreement shall be carried out in a manner free from religious influence. Center shall not execute any

agreement with any primarily religious organization to receive Agreement Funds from Center unless the agreement includes provisions to effectuate this assurance. Center shall submit such proposed agreements to City prior to the release of Agreement Funds.

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

13.13 Dispute Resolution. When mediation is acceptable to all 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, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

13.14 Interpretational Guidelines

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

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

13.14.3 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.

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

14.0 LEGAL AUTHORITY

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

14.2 Signors. The person or persons signing this Agreement on behalf of each Party, or

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

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

15.0 CONFLICT OF INTEREST

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

16.0 EFFECTIVE DATE

16.1 This Agreement will be executed in duplicate originals and effective 8/1, 2006 ("Effective Date"), when executed by all Parties.

AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER

By: [Signature]

Printed Name: David Evans

Title: Executive Director

Date: 8/9/06

CITY OF AUSTIN

pc By: [Signature]

Printed Name: Rudy Garza

Title: Assistant City Manager

Attachment A

**Project Recovery
Work Statement**

Contractor: Austin Travis County Mental Health Mental Retardation (ATCMHMR)
1430 Collier Street
Austin, Texas 78704

Contact: Abraham Minjarez, ATCMHMR
Phone: (512) 445-7783

Sam Wilson, ATCMHMR
Phone: (512) 804-3366

Program Title: Project Recovery

Project Recovery Description:

Project Recovery is a substance abuse/mental health treatment program for selected criminal justice offenders as an alternative to jail. Clients for this program will be selected from among individuals who have been arrested for repeated public intoxication offenses such that they have had their charges enhanced to Class B status, and may include clients with similar mental health and substance abuse issues who can benefit from the program services. As an alternative to jail, clients who have been screened and deemed appropriate for Project Recovery will be released under personal bond to enter the treatment facility set up and administered by ATCMHMR.

ATCMHMR will establish, in cooperation with the City of Austin through the Downtown Community Court, and administer a treatment facility at 3000 Oaks Spring Drive, Austin, Texas for the sole purpose of providing services to Project Recovery clients.

Responsibilities of ATCMHMR

In administering Project Recovery, ATCMHMR will:

1. Oversee rehabilitation of the treatment facility to ensure meeting all applicable safety and health standards, including a certificate of occupancy, and maintain same.
2. Provide substance abuse treatment to clients at this facility appropriate to ending substance abuse.
3. Provide related mental health services toward stabilization and recovery from substance abuse.

4. Provide 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).
5. Provide training in maintenance of sobriety after release from the program.
6. Set up and administer:
 - a. Eligibility criteria for admission to the program.
 - b. Client program rules, policies, and procedures.
 - c. Standards for successful completion of the program.
7. Assist clients in preparation for employment to include:
 - a. Resume writing
 - b. Job search skills
 - c. Interviewing skills
 - d. Training in skills necessary to maintain employment
8. Identify and assist clients eligible for support services such as SSI to apply and secure those potential sources of income.
9. Assist clients with finding transitional and long-term housing.
10. Provide temporary rental assistance to appropriate clients.
11. Provide a minimum per client at the Project Recovery facility, subject to clients adhering to the program rules, policies, and procedures, the following sequential services;
 - a. 90 day outpatient services and 90 days of transitional housing
 - b. 30 days of aftercare with 4 hours a week of behavioral health support
 - c. 30 days of aftercare with 2 hours a week of behavioral health support.
12. Set up and maintain a reporting system to:
 - a. Identify and track each unduplicated client
 - b. Track services provided to each client
 - c. Report the results of services provided
 - d. Report quarterly results according to Performance Measures and Program Outcomes.
 - e. Identify expenditures and provide proper billing to the City of Austin.

Special Statement:

"Notwithstanding any other provision in this Agreement, Center agrees that the funds provided by the City shall not be used for medical services, including detoxification services that require medical direction or medical/health services, such as those referred to in Section IIIA.3c of the Texas Health & Safety Code and the regulations promulgated thereunder."

Performance Measure and Program Outcomes

Performance Measures – Initial Term

* To be tracked from October 1, 2006 through the end of the Initial Term for baseline during any Renewal Term(s).

Measure	Responsible for Collecting	Responsible for Analyzing	Responsible for Reporting	Frequency of Reporting	Projected Measures at Target Level
Outputs					
Number of screenings for program	Program Manager	Program Manager	Program Manager	Quarterly	32 Quarterly/128 Annually
Number of clients served annually	Program Manager	Program Manager	Program Manager	Quarterly	12 Quarterly/48 Annually
Average number of hours of services provided	Program Manager	Program Manager	Program Manager	Quarterly	264 hrs/consumer /quarterly
Outcomes					
% of clients who completed program	Program Manager	Program Manager	Program Manager	Quarterly	Establish Baseline*
% of client who avoided re-arrests	Program Manager	Program Manager	Program Manager	Quarterly	Establish Baseline* (greater than 0)
% reduction in average number of jail days	Program Manager	Program Manager	Program Manager	Quarterly	25% reduction from client baseline*

Attachment B

**Austin Travis County MHMR
Project Recovery
(8/1/06 – 9/30/06)**

Personnel Expenses

Position	1 Month Salary	Fringe Amount	%FTE	Total Salary
Staff (7-3)	\$ 2,865.00	\$ 814.52	1.00	\$ 3,680
Staff (8-5) LPHA	\$ 3,267.00	\$ 928.81	1.00	\$ 4,196
Staff (3-11)	\$ 1,931.00	\$ 548.98	1.00	\$ 2,480
Staff (11-7)	\$ 1,593.00	\$ 452.89	1.00	\$ 2,046
Staff Wknd	\$ 1,593.00	\$ 238.15	0.60	\$ 1,099
Staff Wknd	\$ 1,593.00	\$ 238.15	0.60	\$ 1,099
Staff Relief	\$ 1,593.00	\$ 238.15	0.60	\$ 1,099
Support Staff	\$ 1,810.00	\$ 514.58	0.50	\$ 1,162
Program Manager	\$ 4,113.00	\$ 1,169.33	0.15	\$ 792
Evaluator	\$ 3,334.00	\$ 947.86	0.10	\$ 428
Totals	\$ 23,692.00	\$ 6,091.43	6.55	\$ 18,080

Program Expenses

Building Expenses

Building Use Fee	\$ 5,567
Building Maintenance	\$ 1,500
Capital Costs (Bldg Repairs)	\$ 15,000
Other Bldg Expenses	\$ 548
Utilities	\$ 3,483
Sub	
Total	\$ 26,098

Office Expenses

On call	
Office Supplies	\$ 34
Computers	\$ 7,500
Sub	
Total	\$ 7,534

Other Expenses

Groceries	\$ 2,519
Travel	\$ 208
Recreation	\$ 120
Bus Passes	\$ 28
Minor Medical	\$ 30
Educational Materials	\$ 100
Clothing	\$ 208

Toiletries	
Supplies/Living Items \$	25,459
Other \$	2,908
Sub	
Total \$	31,580

After treatment housing \$ -

Admin	
Costs \$	8,333
Total	
Contract \$	91,659

Cost Details

Building Use Fee	\$12/sq.ft x 5,406/sq. ft*51.48% 12 x 2months
Utilities	Yearly utilities x 2 months (Aug/Sept)
Groceries Calculations	\$30,222 / 12 months * 1 month
Computers	2 Desktops \$1,750/piece; 2 Laptops \$2,000/piece
Recreation	\$1,440 / 12 months x 1 months
Minor Medical	\$360 / 12 months x 1 months
Educational Materials	\$1,200 / 12 months x 1 months
After-Treatment Housing	No clients through program
Travel	\$2,500 / 12 months x 1 months
Other Building Expenses	Annual amount /12 * 2
Supplies/Living Items	Kitchen utensils, pots/pans, sheets, Mattresses/Appliances/cabinets etc

Attachment C

**Project Recovery
City Fiscal Year
'07 Budget
(10/1/06 -
9/30/07)**

Personnel

Position	FTE	City of Austin	Travis County	Austin Travis County MHMR	Totals
Staff (7-3)	1.00	\$ 44,154	\$ -	\$ -	\$ 44,154
Staff (8-5) LPHA	1.00	\$ 50,338	\$ -	\$ -	\$ 50,338
Staff (3-11)	1.00	\$ 29,760	\$ -	\$ -	\$ 29,760
Staff (11-7)	1.00	\$ 24,551	\$ -	\$ -	\$ 24,551
Staff Wknd	0.60	\$ 13,184	\$ -	\$ -	\$ 13,184
Staff Wknd	0.60	\$ 13,184	\$ -	\$ -	\$ 13,184
Staff Relief	0.60	\$ 13,184	\$ -	\$ -	\$ 13,184
Support Staff	0.50	\$ 13,942	\$ -	\$ -	\$ 13,942
Evaluator	0.10	\$ 5,137	\$ -	\$ -	\$ 5,137
Program Manager	0.15	\$ 9,508	\$ -	\$ -	\$ 9,508
Psychiatrist	0.15	\$ -	\$ 8,015	\$ 16,535	\$ 24,550
FACT Staff (HSP)	1.00	\$ -	\$ 41,429	\$ -	\$ 41,429
FACT Staff (Licensed)	1.00	\$ -	\$ 48,798	\$ -	\$ 48,798
Nurse	0.50	\$ -	\$ 28,770	\$ -	\$ 28,770
On-Call Pay		\$ -	\$ 3,640	\$ -	\$ 3,640
Sub-Total	9.20	\$ 216,942.00	\$ 130,652.00	\$ 16,535.00	\$ 364,129

Building Expenses

Building Use Fee	\$ 33,400	\$ -	\$ 31,472	\$ -	\$ 64,872
Bldg Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -
Building Maintenance	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000
*Capital Costs (Bldg Repairs)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Building Expenses	\$ 3,288	\$ 3,081	\$ -	\$ -	\$ 6,369
Utilities	\$ 20,898	\$ -	\$ -	\$ -	\$ 20,898
Sub-Total	\$ 59,586	\$ 3,081	\$ 31,472	\$ -	\$ 94,139

Office Expenses

Office Supplies	\$ 400	\$ 400	\$ -	\$ -	\$ 800
* Computers	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ 120	\$ -	\$ -	\$ 120
Sub-Total	\$ 400	\$ 520	\$ -	\$ -	\$ 920

Other Expenses

Groceries	\$ 30,222	\$ -	\$ -	\$ -	\$ 30,222
Travel	\$ 2,500	\$ 7,500	\$ -	\$ -	\$ 10,000

Recreation	\$ 1,440	\$ -	\$ -	\$ 1,440
Bus/Taxi Passes	\$ 336	\$ 120	\$ -	\$ 456
Minor Medical & Supplies	\$ 360	\$ 90	\$ -	\$ 450
Educational Materials	\$ 1,200	\$ -	\$ -	\$ 1,200
Laboratory	\$ -	\$ 900	\$ -	\$ 900
Mobile Airtime	\$ -	\$ 3,060	\$ -	\$ 3,060
Cell Phone Allowance	\$ -	\$ 1,800	\$ -	\$ 1,800
Clothing/Toiletries	\$ 2,500	\$ -	\$ -	\$ 2,500
Other	\$ 11,392	\$ -	\$ -	\$ 11,392
After treatment housing	\$ 12,250	\$ 2,800	\$ -	\$ 15,050
Medications	\$ -	\$ -	\$ 16,800	\$ 16,800
Sub-Total	\$ 62,200	\$ 16,270	\$ 16,800	\$ 95,270
Admin Costs	\$ 33,913	\$ -	\$ 9,721	\$ 43,634
Total Contract	\$ 373,042	\$ 150,523	\$ 74,528	\$ 598,092

Details

Building Use Fee	\$12/sq.ft at 5,406/sq. st
Groceries Calculations	\$2.30/person x 12 clients x 3 meals x 365 = \$30,222 Purchased in FY
Computers	'06
Mobile Airtime	\$85/month x 2.5 staff x 12 month
Cell Phone	\$50/month x 2.5 staff x 12 \$10/client/month x 12 clients x 12 =
Recreation	\$1,400 \$2.50/client/month x 12 clients x 12 =
Minor Medical	\$360
Educational Materials	\$25 x 48 clients
After-Treatment Housing	\$350 X 35 clients PR (\$208 X 12 months) FACT (\$250 X 2.5 staff X 12 months)
Travel	
Assumptions:	
* Costs realized in '06	
Budget	

Attachment D

**Austin Travis County MHMR
Project Recovery
Annualized Budget**

Personnel Expenses

<u>Position</u>	<u>Annual Salary</u>	<u>Fringe Amount</u>	<u>%FTE</u>	<u>Total Annual Salary</u>
Staff (7-3)	\$ 34,380.00	\$ 9,774.23	1.00	\$ 44,154
Staff (8-5) LPHA	\$ 39,195.00	\$ 11,143.14	1.00	\$ 50,338
Staff (3-11)	\$ 23,172.00	\$ 6,587.80	1.00	\$ 29,760
Staff (11-7)	\$ 19,116.00	\$ 5,434.68	1.00	\$ 24,551
Staff Wknd	\$ 19,116.00	\$ 2,857.84	0.60	\$ 13,184
Staff Wknd	\$ 19,116.00	\$ 2,857.84	0.60	\$ 13,184
Staff Relief	\$ 19,116.00	\$ 2,857.84	0.60	\$ 13,184
Support Staff	\$ 21,711.00	\$ 6,172.44	0.50	\$ 13,942
Program Manager	\$ 49,356.00	\$ 14,031.91	0.15	\$ 9,508
Evaluator	\$ 40,000.00	\$ 11,372.00	0.10	\$ 5,137
Totals	\$ 284,278.00	\$ 73,089.73	6.55	\$ 216,943

Program Expenses

Building Expenses

Building Use Fee	\$ 33,400
Building Maintenance	\$ 2,000
Capital Costs (Bldg Repairs)	\$ -
Other Expenses	\$ 3,288
Utilities	\$ 20,898
Sub Total	\$ 59,586

Office Expenses

On call	\$ -
Office Supplies	\$ 400
Computers	\$ -
Sub Total	\$ 400

Other Expenses

Groceries	\$ 30,222
Travel	\$ 2,500
Recreation	\$ 1,440
Bus Passes	\$ 336
Minor Medical	\$ 360
Educational Materials	\$ 1,200
Clothing/Toiletries	\$ 2,500
Other	\$ 11,392
Sub Total	\$ 49,950

After treatment housing	\$	12,250
Admin Costs	\$	33,913
Total Contract	\$	373,042

Cost Details

Building Use Fee	\$12/sq.ft x 5,406/sq. ft x .51486
Groceries Calculatons	\$2.30/person x 12 clients x 3 meals x 365 = \$30,222
Recreation	\$10/client/month x 12 clients x 12 = \$1,400
Minor Medical	\$2.50/client/month x 12 clients x 12 = \$360
Educational Materials	\$25/client x 12 clients x 4 Qtrs = \$1,200
After-Treatment Housing	\$350 x 35 clients = \$12,250
Travel	\$52 per client x 48 clients = \$2,500

ATTACHMENT B

Amendment No. 4 City of Austin Performance Measures for Accounting Project Recovery

Perf ID	Performance Measures Class B Project Recovery	Type	Frequency	Status
460-0427	Costs per client served	Efficiency	M	A
460-0425	Number of clients entering treatment	Output	M	A
460-0426	Number of clients completing 90-day treatment	Output	M	A
	Activity Expense			
	Total number of clients served	Output	M	Y
	Total number of clients in FACT* aftercare services	Output	M	A
	Total number of clients completing FACT* aftercare services	Output	M	A
	Percent of clients completing 90-day treatment	Output	A	A

*FACT = Forensic Assertive Community Treatment

Definitions applicable to Performance Measures

Monthly number served: The total number of distinct individual clients served in either the residential program or aftercare program during the month.

Monthly number entering treatment: The total number of distinct individuals who are admitted or re-admitted to the residential phase of the program during the month.

Monthly number successfully completing 90-day treatment: The total number of distinct individuals successfully completing the 90-day residential treatment during the month.

Number served in aftercare treatment: The number of distinct individuals receiving aftercare services during the month.

Number completing aftercare services: The total number of distinct individuals successfully completing aftercare services during the month.

ATTACHMENT C

Project Recovery
 City Fiscal Year '09 Budget
 (10/01/2008 - 09/30/2009)
 Proposed Budget

Position	Title	FTE	GR	ST	Salary	Fringe	FY08 Total Contract
Total Salary & Fringe							276,870
5848	SUPR PROGRAM MAN	0.50	21	6	25,517	6,239	31,756
6380	CASEWORKER ASSIS	1.00	9	8	23,946	9,132	33,078
6381	CASEWORKER ASSIS	1.00	9	1	19,116	8,446	27,562
6382	CASEWORKER ASSIS	1.00	9	1	19,116	8,446	27,562
6383	CASEWORKER ASSIS	0.70	9	1	13,381	1,900	15,281
6384	CASEWORKER ASSIS	0.70	9	1	13,381	1,900	15,281
6385	LPHA	1.00	21	4	47,736	12,009	59,745
6387	RELIEF WEEKEND	0.60	9	1	11,470	1,627	13,097
6434	PSYCHIATRIST	0.10	99	0	0	0	0
9038	RELIEF DIRECT CARE	0.10	16	6	3,551	504	4,055
	SA COUNSELOR	1.00	17	3	34,380	11,073	45,453
	EVALUATOR (CONTRACT)				4,000		4,000
Total Building Expenses							54,239
	Building Use Fee						33,400
	Building Maintenance						2,000
	Other Building Expense						3,839
	Utilities						15,000
Total Office Expenses							400
	Office Supplies						400
Total Other Operating Expenses							53,073
	Groceries						27,000
	Travel						1,000
	Recreation						1,200
	Bus/Taxi						200
	Minor Medical & Supplies						360
	Educational Materials						500
	Clothing Toiletries						2,500
	Other						13,000
	After Treatment Housing						7,313
Total Direct Expense							384,582
Indirect Expense (10%)							38,458
Total Contract							423,040

**AMENDMENT NO. 4
ATTACHMENT D**



Contract Amendment No. 3
Between

**The City of Austin
and
The Austin Travis County
Mental Health Mental Retardation Center**

RECITALS

The City of Austin, a home-rule municipal corporation situated in Hays, Travis and Williamson counties (the "City") designated funds from the 2005-2006 Approved Operating Budget of the Downtown Austin Community Court, General Fund for the provision of a joint project involving the City and the Austin Travis County Mental Health Mental Retardation Center (the "Center") to offer certain criminal justice offenders substance abuse and mental health services as an alternative to jail.

On June 8, 2006, the City Council approved a 12-month "Inter Cooperation Agreement" between the City and the Center (the "Agreement") with an original contract amount of \$373,042 and effective dates from August 1, 2006 until September 30, 2007. The Agreement is attached hereto as Attachment "A". The original work statement is attached hereto as page 12 to Attachment "A" and remains in full force and effect and applies to this Amendment No. 3. Due to unforeseen delays in the program start-up, Amendment No. 1 to the Agreement changed the original effective dates of the Agreement to October 1, 2006 until September 30, 2007. The program has continued to operate under a five month emergency funding which constituted the second amendment to the original agreement and will expire on March 31, 2008.

The parties desire to exercise a renewal of the Agreement with a budgeted amount not to exceed \$213,000 for the period April 1, 2008 through September 30, 2008, bringing the Fiscal Year 2007-2008 total contract budgeted amount not to exceed \$423,040.

The sections contained herein correspond to the original Agreement and only change, replace or add those provisions set forth below.

2.0 TERMS

2.1 **Amendment No. 3 Term.** The term of this Amendment No. 3 shall be from April 1, 2008 through September 30, 2008.

3.0. CITY RESPONSIBILITIES

3.1 Maximum Funds

3.1.1 **Term Amount.** In consideration of full and satisfactory performance of the services and activities to be performed by the Center under the terms of the Agreement, the City shall provide funds in an amount not to exceed \$213,000 with respect to the Amendment No. 3 Term set forth in Section 2.1, above.

3.2 Payment for Services

3.2.2 The City shall make payments for services provided under this Agreement from its current revenue funds. The maximum liability to the City for work performed by Center under this Amendment No. 3 to the Agreement shall not exceed \$213,000 for this Amendment No. 3 Term.

3.2.4 **Transfer of employee from Downtown Austin Community Court to the Center.** The project originally funded one Downtown Austin Community Court employee at Project Recovery. This FTE position has been transferred from the Downtown Austin Community Court Department to the Center. Placement for this position will now be made by the Center, not the Downtown Austin Community Court.

4.0 CENTER RESPONSIBILITIES

4.4 **Quarterly Reporting.** Quarterly performance reports, in the format determined by the Department and approved by the Center shall be submitted to the Department's Monitoring Unit no later than twenty (20) days following the end of each reporting period. The third reporting period ends on June 30, 2008 and the last on September 30, 2008. The Center shall report on the performance measures as set out in Attachment "B".

4.6 **Insurance.** The Center shall have, and shall require all subcontractors of every tier providing services under this Agreement to have, standard insurance meeting the general requirements as set forth in Attachment D of this Agreement.

10.0 ENTIRE AGREEMENT

10.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by the Center in accordance with all of the provisions of the Agreement and this Amendment No. 3.

- Attachment A:** Interlocal Agreement of Cooperation between the City of Austin and Austin Travis County Mental Health Mental Retardation Center
Attachment B: Performance Measures for Amendment No. 3
Attachment C: Project Recovery Budget for Fiscal Year 2008
Attachment D: Insurance Requirements

11.0 NOTICES

11.2 City Address.

Marc Ott, City Manager
City of Austin
P.O. Box 1088
Austin, TX 78767

Greg Toomey, Court Administrator
Downtown Austin Community Court
P.O. Box 1088
Austin, Texas 78767

16.0 EFFECTIVE DATE

This Amendment No. 3 will be executed in duplicate originals and effective April 1, 2008.

All terms and conditions of the above referenced Agreement as originally executed shall remain in full force and effect except to the extent that they conflict with this Amendment No. 3.

BY THE SIGNATURES affixed below, this Amendment No. 3 is hereby incorporated into, and made a part of, the above referenced Agreement.

**AUSTIN TRAVIS COUNTY MENTAL HEALTH
MENTAL RETARDATION CENTER**

Date: _____

By _____
David Evans
Executive Director

CITY OF AUSTIN

Date: _____

By _____
Marc Ott
City Manager

Attachment D

INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Pursuant to Section 8.0 of this Contract, Contractor shall have, and shall require all Subcontractors of every tier 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 (A-J) apply to the Contractor and to Subcontractor(s) of every tier 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 Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).
- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to the Contractor and to Subcontractor(s) of every tier 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 Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

- 1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
- 2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
- 3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of 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 limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
- *Supplemental Insurance Requirement
If eldercare, childcare, or housing for clients is provided,
the required limits shall be: \$ 1,000,000 per occurrence
- 2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
 - 3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
 - 4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

C. The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

D. Business Automobile Liability Insurance

1. Minimum limits:

\$500,000 combined single limit per occurrence

a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.

b. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: \$100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance.

2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

a. Waiver of Subrogation (Form TE 2046A)

b. Thirty (30) day Notice of Cancellation (Form TE 0202A)

c. City of Austin named as additional insured (Form TE 9901B)

E. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$500,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

F. Blanket Crime Policy Insurance

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.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.