



Amendment No. 8
to Interlocal Cooperation Contract No. G060046
Between The
City of Austin
and
**The Austin Travis County Mental Health
Mental Retardation Center**

1.0 The Parties hereby agree to amend the above-referenced Contract by exercising the third extension option and increasing the current Contract period authorization by \$1,624,310. The current Contract period is January 1, 2009 through December 31, 2009.

In addition, on December 18, 2008, City Council approved additional funds for the CONTRACTOR in the amount of \$56,851 for the provision of mental health and mental retardation services.

2.0 The total authorized Contract period amount shall not to exceed \$1,681,161.

3.0 The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: 3/01/2006 – 12/31/2006	\$	\$1,516,311
Amendment No. 1: Decrease contract amount	\$(505,437)	\$1,010,874
Amendment No. 2: Increase contract amount	\$13,268	\$1,024,142
Amendment No. 3: 1/01/2007 – 12/31/2007 Extension Option #1	\$1,569,382	\$2,593,524
Amendment No. 4: Increase contract amount	\$30,000	\$2,623,524
Amendment No. 5: 1/01/2008 – 12/31/2008 Extension Option #2	\$1,624,310	\$4,247,834
Amendment No. 6: Increase Contract Amount	\$15,000	\$4,262,834
Amendment No. 7: Increase Contract Amount	\$500	\$4,263,334
Amendment No. 8: 1/01/2009 – 12/31/2009 Extension Option #3 and additional funding (approved 12/18/08)	\$1,681,161	\$5,944,495

4.0 The following contract documents have been revised:
• Attachment A (Work Statement and Performance Measures);

Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CONTRACTOR: **CITY OF AUSTIN:**

BY THE SIGNATURES affixed below, this Contract Amendment is hereby incorporated into and made a part of the above referenced Contract.

- 7.0** All other terms and conditions remain the same.
- 6.0** By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0** MBE/WBE goals do not apply to this Contract.
- Attachment C (Program Budget Forms);
 - Attachment F (Insurance Requirements);
 - Attachment G (Terms and Conditions January 1, 2009).

Attachment A

Work statement and Performance Measures

**Austin Travis County
Mental Health Mental Retardation Center
Main Interlocal Cooperation Agreement**

Work Statement

Maintenance of Infrastructure:

- Maintain and expand automation of information systems (e.g., Cactus, Anasazi, Clinical Manager, Service Point, etc.)
- Maintain and enhance processes required for the following activities:
 - Policy Development and Deployment
 - Development and Management of Behavioral Health and Developmental Disability provider networks
 - Activation of the plan for mental health crisis response to disasters through HHSD, as needed.
 - Community-wide planning initiatives, including Center developed documents as well efforts generated by various pertinent community collaborations. A list of these plans is attached. Local planning efforts include multiple venues for stakeholder input and participation, e.g., Citizen Planning Advisory Committee, Network Advisory Committee, Consumer Council, the VOICE Committee, quarterly Forums, periodic focus groups, surveys and questionnaires.
 - Resource Development and Allocation
 - Provider Relations, including provider training and technical assistance, and provider complaint and appeals processes
 - Consumer Relations and Rights Protection
 - Quality Management
 - Utilization Management
 - Administrative Services Supports

Mental Health Disaster Preparedness

- Coordinate the mental health community crisis response to disasters with HHSD.
- Provide on-going training to the Disaster Mental Health Team and the expanded volunteer network of mental health professionals in the community including school counselors and nurses. Training will include on-line training modules available through the Substance Abuse and Mental Health Services Administration and the Department of Veterans Affairs as well as workshops on Psychological First Aid and trauma related crisis counseling.
- Continue to maintain ATCMHMR's Computer Aided Credentialing and Tracking Update System (CACTUS), an up-to-date database of all ATCMHMR staff, subcontractors, and mental health professionals in the community who are ready to be deployed for disaster response.
- ATCMHMR's mobile crisis outreach team and disaster mental health team will also provide consultation and support in the event of a disaster.

- Maintain Business Continuity Plan and provide key information to the city as part of the City's Emergency Preparedness and Response Plan.

Prevention, Education & Awareness Opportunities:

Primary support will be provided to the Mayor's Mental Health Task Force Monitoring Committee (MMHTFMC). The MMHTFMC will present its 2008 Annual Report to the Mayor and the City Council in March 2009. MMHTFMC anticipates continued progress toward meeting the identified eight goals:

- System Mapping to provide a clear picture of strengths, weaknesses, and gaps in existing mental health services and help influence policy decisions about effective and cost-efficient resource development and allocation over the coming year.
- Continued monitoring of the crisis in psychiatric services that challenges every sector of our community: individuals, families, mental health providers, emergency rooms, police officers, jails and the courts.
- Development of a comprehensive housing plan delineating the needs of people with mental illness and the possible financing strategies to meet these needs.
- Strengthen interaction with AISD and utilize national guidelines and expertise to accomplish school related strategies.
- Collaborate with suicide intervention stakeholders to pursue grant opportunities to establish structured prevention programs in primary health programs and schools, and to train community support network members.
- Examine policies that affect individuals and families across agencies and interest groups to clarify consequents and recommend strategies to balance needs and priorities.
- Identify and review current marketing, communication, or public relation plans that have been developed by community organizations to better address the issue of stigma.
- Continue to address cultural competence and stigma elimination through the development and support of specialized training opportunities, e.g., African American Family Support Conference, Hispanic Health Fair, Huston - Tillotson University and Children's Partnership and support various Behavioral Health and Developmental Disability advocacy groups providing education to consumers and families.

Additionally,

- ATCMHMR will complete a community scan of stigma elimination initiatives.
- ATCMHMR will support the New Milestones Foundation in its mission of "eradicating stigma" through educational presentations, a film festival and other activities aimed at education, prevention and increasing awareness.
- Quarterly Community Forums will provide a) education about related issues and b) gather needs assessment information.

Community Planning

ATCMHMR will continue to utilize authority functions as the planning lead for Behavioral Health, and Intellectual Disabilities /Developmental Disability in Austin/ Travis County.

- As the Local Mental Health Authority, ATCMHMR will develop, monitor community indicators for behavioral health, intellectual and developmental

National Outcome Measures promulgated by the National Institute for Mental Health. ATCMHMR should also work closely with local collaborative efforts such as the Mayor's Mental Health Task Force Monitoring Committee, the Community Action Network, the Indigent Care Collaboration, and others as appropriate. ATCMHMR will also coordinate with COAHHSd currently contracted providers of mental health, substance abuse, and developmental disability services to ensure comprehensive capture and reporting of data informing these community indicators.

- Participate and support the Community Action Network (C.A.N.) Planning Partnerships (Behavioral Health Issue Area Group, Child and Youth, Mental Health Planning Partnership, and the Developmental Disabilities Planning Partnership).
- Maintain leadership role in the production of C.A.N. issue area Frequently Asked Questions documents.
- Participate in and support the C.A.N. across all its initiatives and ensure that the needs and issues affecting children and adults with behavioral health and intellectual and developmental disabilities are recognized and addressed.
- Develop data driven collaborative systems to improve access to safe, affordable accessible and integrated housing.

ATCMHMR will provide a quantified gap analysis of unmet community Behavioral Health, Intellectual Disabilities (ID) and Developmental Disability (DD) needs, and prioritized strategies for potentially addressing such needs taking into consideration all community providers and resources.

2009 Performance Measure

ATCMHMR will present qualitative and/or narrative reports to the City of Austin HHSD on the following categories in an agreed upon format.

Maintenance of Infrastructure Deliverables

- The Center will submit an Information Systems/Processes annual report that:
 1. Maps the various systems & the processes each supports;
 2. Presents a SWOT (Strengths, Weaknesses Opportunities & Threats) of the systems.

Report Date: March 1, 2010

The Mental Health Disaster Preparedness Planning Deliverables:

- The Center will submit biannual summary progress reports on:
 1. The ongoing training of Disaster Mental Health Team and the community mental health professional volunteer network including school counselors and nurses
 2. Categorical summary of individuals ready to be deployed for disaster response.

Report Dates: July 31 2009 and March 1, 2010

Prevention, Education & Awareness Opportunities Deliverables

- The Center will submit bi-annual reports on:

1. The Center's supportive activities related to the Mayor's Mental Health Tasks Force Monitoring Committee (MMHTFMC) and of the New Milestone's Foundation mission "eradicating stigma".
2. The Center's progress in completing a community scans of stigma elimination initiatives and on the hosting of Quarterly Community Forums.

Report Dates: July 31 2009 and March 1 , 2010

Community Planning Deliverables

- The Center will submit annually

1. A report on the development and monitoring of the community indicators for behavioral health, intellectual and developmental disabilities.

2. A compilation of planning efforts related to Behavioral Health and & Intellectual / Developmental Disabilities for the Austin/Travis County Community.

Report Date: March 1, 2010

- The Center will submit bi-annually

1. A quantified gap analysis report on of unmet community Behavioral Health and Intellectual Disabilities (ID) and Developmental Disability (DD) needs and prioritized strategies for potentially addressing such needs taking into consideration all community providers and resources.

Report Dates: July 31 2009 and March 1, 2010

Primary Interlocal Cooperation Agreement Deliverables

- ATCMMHR Board of Trustees will present to the City Council via HHSD a report that represents it's Community MHMR Authority. The report will include Fiscal Year Revenue Summary, Snapshot of Center's Operating Environment & Activities, Resource Leverage Data, External program financial and Department of State Health Services (DSHS) audit information. This report may include relevant information provided in the above reports.

Report Date: March 1, 2010

**Austin Travis County
Mental Health Mental Retardation Center**

Main Interlocal Cooperation Agreement

2009 Budget... \$1,681,161

Expenditure Summary -targeted percentage of budget allocation

- State and Federal funding match **71% or 1,201,990**
 - E.g. -HUD-safe haven, PATH, Early Childhood Intervention grantors
- Programs..... **12% or \$194,917**
 - Education & Awareness, Prevention, supportive services
- Local Authority Services..... **17% or \$284,254**
 - Planning, policy development, oversight of service systems, resource development & allocation

Grantor	Grant Amount	Match Required	Dollar Amount Required	City Interlocal Amount	Other	Total
HUD-Safe-haven	348,007	26.60%	92,571	91,425	1,146	92,571
PATH	387,550	33.33%	127,892	52,321	75,571	127,892
Early Childhood Intervention	1,260,400	13.71%	172,791	172,791	n/a	172,791
General Revenue DADS	3,885,071	11.00%	427,459	427,459	n/a	427,459
General Revenue-DSHS/ MH Block	12,536,629	9.86%	1,235,835	457,994	777,841	1,235,835
TOTAL	18,417,657		2,056,548	\$1,201,990	854,558	2,056,548

Spread sheet assumptions & notations

1) HUD Safe Haven grant insures that a homeless person has a safe living environment. Safe Haven's goal is to ensure a safe and accepting living environment while providing qualified staff to instill trust, and guide the resident to review the choices in his or her life. It is client driven and no one will be expelled for not working fast enough. Endangerment of oneself, other residents, staff or property is not allowed. Safe Haven offers semi-private rooms for up to 16 people per day. It should be noted that over 60% of Safe Haven clients are being discharged to a stable living situation and over 90% are linked to services at discharge. The length of stay at the Program has gotten longer because the intensity of the client's diseases are higher, and there are less and less services that theses individuals can navigate.

2) PATH grant supports Homeless outreach. PATH/ACCESS provides outreach to areas where homeless, disenfranchised individuals may be, and attempt to engage them in an honest, helpful relationship on which to base a client directed and controlled plan to change the individual's life situation. Program staff includes a certified medical assistant and two psychiatrists who participate in the formulation and implementation of the individual's plan. The program goal is to successfully link the individual to established "mainstream" service delivery systems. The ACCESS process can take as little as one meeting or require years before a successful transition can be accomplished. During calendar year 2007, 581 individuals were enrolled into case management services with the program. Individuals who go to the ARCH, the ARCH Health Clinic, Salvation Army Shelters, the Downtown Community Court and other "partners" of the program get screened either by the staff of the program or by individuals who have been trained by the staff regarding the target population.

- 3) Early Childhood Intervention grant supports a number of "Wrap Around Service Model" programs that serve families with children who have a mental retardation or developmental disability diagnosis. The ATCMHMR Early Childhood Intervention Program is known as The Infant Parent Program, and it provides services to families within a designated zip code area who have children (birth to age 3) who have a developmental delay, a medically diagnosed physical or mental condition that has a high probability in resulting in a developmental delay, or exhibit atypical development. The family is the main focus of all services. Services are provided within the family's natural, everyday routines and environments.
- 4) General Revenue- Department Aging Disability Services (DADS)- supports a of state contracted services including "Wrap Around Service Model" programs .
- 5) General Revenue –DSHS/ MH Block grant- supports state contracted services including "Wrap Around Service Model" programs.

ATTACHMENT "F"

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.

ATTACHMENT G **CONTRACT TERMS AND CONDITIONS** January 1, 2009

1.0 CONTRACT ADMINISTRATION

The CONTRACTOR hereby accepts responsibility for the performance of all services contracted hereunder. The CONTRACTOR'S Executive Director shall be the CONTRACTOR'S representative responsible for the administration of this Contract. The Health and Human Services Department (HHS) will be the CITY department responsible for the administration of this Contract. All communication between the CITY and the CONTRACTOR with regard to contractual matters will be directed through the HHS'S Contract manager/grant coordinator and the CONTRACTOR'S representative.

2.0 CITY OBLIGATIONS

2.1 The CITY'S obligation to reimburse CONTRACTOR is expressly subject to the appropriation of funds by the City Council for each and every fiscal year this Contract is in effect. Further, the CITY'S obligation to reimburse CONTRACTOR is subject to the actual receipt of sufficient funds specifically relied upon by the CITY to meet the CITY'S payment obligations under this Contract. If funds are not available to make payments under this Contract, CITY shall promptly notify CONTRACTOR in writing, and shall have the right to terminate this Contract without further liability to CONTRACTOR.

2.2 The CITY shall not be liable to CONTRACTOR for any costs incurred by CONTRACTOR which are not reimbursable expenses as set forth in Section 7.0 Allowable Reimbursement of this attachment.

2.3 The CITY shall not be liable to CONTRACTOR for any costs incurred by CONTRACTOR or for any performances rendered by CONTRACTOR, which are not strictly in accordance with the terms of this Contract, or which have been paid under other agreements or from other funds.

2.4 The CITY shall not be liable to CONTRACTOR for any costs incurred by CONTRACTOR in the performance of this Contract, which are not billed to CITY within sixty (60) calendar days following termination of this Contract.

2.5 The CITY shall not be liable for costs incurred or performances rendered by CONTRACTOR before the effective date of this Contract.

3.0 CONTRACTOR OBLIGATIONS

3.1 MB/MBE goals do not apply to this Contract.

3.2 The CONTRACTOR certifies that the CONTRACTOR and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

3.3 CONTRACTOR shall refund to CITY any funds paid which the CITY determines have resulted in overpayment to CONTRACTOR, or which CITY determines have not been spent by CONTRACTOR strictly in accordance with the terms of the Contract. Such

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refund shall be made by CONTRACTOR to CITY within thirty (30) calendar days after such refund is requested by CITY. The CITY may, at its discretion, offset refunds due from any payment due CONTRACTOR. The CITY may also deduct any loss, cost, or expense caused by CONTRACTOR from funds otherwise due.

3.4

Agencies are required to maintain a Business Continuity Plan and agree to have the Plan on file for review by the CITY. Agencies shall provide the requested information regarding the Business Continuity Plan in the annual Administrative and Fiscal Review document. Agency further agrees to participate in the CITY'S Emergency Preparedness and Response Plan and planning processes as requested by HHSD.

3.5

CONTRACTOR agrees to participate in a community planning process, such as the Community Action Network, where such process is relevant to the type of service being provided. City of Austin staff will help CONTRACTOR connect with appropriate groups where they exist.

3.6

During the term of this Contract, CONTRACTOR agrees to participate with CITY staff to develop more appropriate performance measures consistent with the CITY investment strategy, and/or reform performance targets for existing measures, participate with CITY staff to update performance measures, consistent with the CITY investment strategy. This process will incorporate more appropriate performance measures, and/or refine performance targets for existing measures. Changes to the Performance Measures contained in the Work Statement (Attachment A) mutually agreed by the CITY and CONTRACTOR will be incorporated into this Contract by reference.

3.7

CONTRACTOR agrees to perform a criminal background check on all employees or volunteers whose duties place them in contact with children under the age of eighteen (18) years of age. CONTRACTOR shall not assign or allow employees and volunteers to be in direct contact with children if the employee or volunteer would be barred from contact with children under the rules established for day care facilities by the Texas Department of Family and Protective Services.

4.0 PAYMENTS TO CONTRACTOR

4.1

The CONTRACTOR shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or in a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect revenues and expenditures for the monies received under this Contract.

4.2

Required Reports

4.2.1 Payment to the CONTRACTOR shall be made on receipt of CONTRACTOR'S "Payment Request," and "Contractor Monthly Expenditure Report." These reports shall be submitted to the CITY no later than fifteen (15) calendar days following the month covered by the request and expenditure reports. CONTRACTOR shall be prepared to provide supporting documentation upon request.

4.2.2

The CONTRACTOR shall submit such other reports as may be reasonably required by the CITY to document CONTRACTOR'S performance of this

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Contract. A Quarterly Performance Measure Report shall be submitted no later than fifteen (15) calendar days following the quarter covered. Payment Requests will not be approved if the Quarterly Performance Measure Report for that month has not been received.

- 4.3 Upon receipt and approval by the CITY of each Payment Request and Monthly Expenditure Report, the CITY shall process payment to the CONTRACTOR of an amount equal to CITY liabilities, which have not been previously billed to and subsequently paid by the CITY, subject to deduction for any unallowable costs.
- 4.4 The CITY'S obligation to pay is specifically subject to the receipt of complete and accurate reports.
- 4.5 In the event that actual expenditures for the Contract reflect a rate of expenditure likely to result in an underexpenditure of funds as set out in the program budget, CONTRACTOR agrees to amend the budget to reflect the estimated cost of the remaining activities or services, subject to the approval of the CITY. Excess funds remaining shall be subject to re-appropriation by the CITY.

4.6 Line Item Transfers

- 4.6.1 The CONTRACTOR may make transfers between or among line items among budget categories without prior written approval of the CITY provided that:
 - 4.6.1.a The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than ten percent (10%) of the Contract total.
 - 4.6.1.b the transfer will not increase or decrease the total monetary obligation of the CITY under this Contract;
 - 4.6.1.c the transfers will not change the nature, performance level, or scope of the program funded under this Contract; and
- 4.6.2 CONTRACTOR may make transfers between or among budget categories in excess of ten percent (10%) provided that:
 - 4.6.2.a the CONTRACTOR submits a budget revision to the CITY using a Budget Revision Form. The CITY'S written approval must be secured prior to CONTRACTOR undertaking any Contract activities associated with the transfer prior to the submission of the CONTRACTOR'S next billing to the CITY.
 - 4.6.2.b the transfers will not increase or decrease the total monetary obligation of the CITY under this Contract;
 - 4.6.2.c the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

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4.7 An Annual Closeout Summary Report, in a form as prescribed by CITY, shall be completed by the CONTRACTOR and submitted to the CITY within sixty (60) calendar days following the termination or cancellation of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the CITY. Upon termination of this Contract, any unused unobligated funds, rebates, credit (or interest earned) on funds received hereunder shall be returned to the CITY.

4.8 CONTRACTOR shall provide the CITY a copy of the completed Administrative and Fiscal Review (AFR) which includes a copy of its completed Internal Revenue Service Form 990 (Return Of Organization Exempt From Income Tax) for each calendar year within a Contract term no later than July 31st of each year in which CITY funds are received under this Contract. If CONTRACTOR filed an extension request which prevents the timely provision of the form 990, CONTRACTOR shall provide the CITY a copy of that application for extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS 990 form document(s) immediately upon completion.

4.9 In the event CONTRACTOR requests an advance of funds, CONTRACTOR may be required to obtain a Blanket Crime Policy including employee dishonesty covering all persons handling the receipt or disbursement of funds. The amount of the bond shall be equal to or greater than the amount of the requested advance. A copy of the bond shall be furnished to the CITY when CONTRACTOR requests an advance of funds. Advances will be reviewed on a case-by-case basis. The CITY will determine the allowability of advance payment to the CONTRACTOR based on a demonstrated financial need.

5.0 ACCESSIBILITY OF RECORDS

5.1 CONTRACTOR shall give the CITY access to and the right to examine all books, accounts, records, reports, files, (including all client files) and other papers, things, or property belonging to or in use by CONTRACTOR pertaining to this Contract. Such rights to access shall continue as long as the records are retained by CONTRACTOR and in any event, not less than five (5) years after the expiration or termination of the Contract. CONTRACTOR agrees to maintain such records in an accessible location. CONTRACTOR shall include the requirement of this section in all subcontracts, and all agreements or arrangements whereby services are secured in furtherance of CONTRACTOR'S performance of this Contract.

5.2 Before the date on which a scheduled monitoring or audit shall take place, the CONTRACTOR agrees to submit to the CITY, in writing, any relevant requirement precluding the CITY'S access to client information, to include the specific legal authority it claims denies the CITY access to client information. Upon request from the CITY to render client files anonymous, the CONTRACTOR agrees to mask client identifying information in such way that said marking will not in any way obstruct the CITY'S monitoring and evaluation duties.

6.0 CONFIDENTIALITY

6.1 The CITY agrees, at all times, to keep confidential all client and personnel identifying information and any information received from the CONTRACTOR when required by

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law to do so. The CITY further agrees that reports or documents which it produces shall not contain client identifying information.

7.0 ALLOWABLE REIMBURSEMENT

7.1 Expenses shall be considered reimbursable if incurred directly and specifically in the performance of this Contract and in conformance with the Work Statement or any conditions governing the use of funds used to make payments under this Contract.

7.2 The CITY'S prior written authorization is required in order for the following to be considered reimbursable expenses:

7.2.1 Purchases of tangible, nonexpendable property. These items include any tax machine, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over one thousand dollars (\$1,000).

7.2.2 Alteration or relocation of facilities;

7.2.3 Travel/training outside Travis County, unless included in the approved budget.

8.0 PROGRAM INCOME

8.1 For purposes of this Contract, program income means earnings of the CONTRACTOR realized from activities resulting from this Contract or from the CONTRACTOR'S management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental fees, income produced from contract-supported services of individuals or employees, use of equipment or facilities of CONTRACTOR provided as a result of this Contract, or payments from clients or third parties for services rendered by CONTRACTOR under this Contract.

8.2 It is the CONTRACTOR'S responsibility to obtain from the CITY a prior determination as to whether or not income arising directly or indirectly from this Contract, or the performance thereof, constitutes program income. The CONTRACTOR must maintain records of the receipt and disposition of program income in the same manner as required for other Contract funds.

8.3 CONTRACTOR shall ensure that program income is used to provide additional services. This information will be reported to the CITY in the narrative section of the HHS Annual Summary Report.

8.4 CONTRACTOR shall include this section in its entirety in all of its subcontracts that involve other income-producing services or activities.

9.0 INSURANCE

The 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 in Attachment C of this Contract.

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10.0 POLICIES & PROCEDURES

The CONTRACTOR is required to maintain written policies and procedures approved by its governing body and to make copies of all policies and procedures available to the CITY upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

11.0 MAINTENANCE OF RECORDS

Accurate and current financial records, supporting documents, statistical records, client records, and all other records pertinent to this Contract, shall be retained by the CONTRACTOR for a period of time of five (5) years following the expiration or termination date of this Contract unless any litigation, claim, or audit is started before the expiration or termination of the specified period, in which case, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12.0 MONITORING AND EVALUATION

12.1 CONTRACTOR agrees that the CITY and/or its designee(s) may carry out monitoring and evaluation activities to ensure adherence by the CONTRACTOR to the Work Statement and Performance Measures, as well as other provisions of this Contract. CONTRACTOR shall fully cooperate in any monitoring or review by the CITY and further agrees to designate a staff member to coordinate monitoring and evaluation activities. The CITY agrees, to the extent permissible, to provide CONTRACTOR with copies of reports, audits or other evaluations received by the CITY concerning CONTRACTOR'S performance.

12.2 CONTRACTOR shall provide to CITY copies of all evaluation or monitoring reports received from other funding sources during the Contract period within twenty (20) working days of the CITY'S request.

12.3 CONTRACTOR shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of minutes of those meetings.

13.0 AUDIT

13.1 In the event CONTRACTOR receives combined receipts of federal financial assistance and outstanding federal direct, guaranteed or insured loan balances totaling five hundred thousand dollars (\$500,000) or more for any one-year period, CONTRACTOR agrees to submit to the CITY a complete set of audited financial statements and the auditor's opinion and management letters in accordance with 24 CFR, Part 44, OMB Circular A-133, the Single Audit Act of 1984, and the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions covering CONTRACTOR'S fiscal year until the end of the term of this Contract.

13.2 No Single Audit Act Application. CONTRACTORS not subject to the Single Audit Act, and expending five hundred thousand dollars (\$500,000) or more during the CONTRACTOR'S fiscal year must have a full financial audit performed. If less than five

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hundred thousand dollars (\$500,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

13.3 CONTRACTOR shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

13.4 CONTRACTOR must provide the CITY two (2) copies of a complete financial audit and the auditor's opinion and management letters within one hundred eighty (180) calendar days of the end of CONTRACTOR'S fiscal year, unless alternative arrangements are approved in writing by the CITY.

13.5 The expiration or termination of this Contract shall in no way relieve CONTRACTOR of the accomplishment of the above audit requirements in the manner set forth herein.

14.0 OWNERSHIP OF PROPERTY

14.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the CITY and such property shall, upon termination of the Contract, be delivered to the CITY upon request

14.1.1 Written notification must be given to the CITY within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one year and an acquisition cost, including freight, of over one thousand dollars (\$1,000) in order for the CITY to effect identification and recording for inventory purposes. The CONTRACTOR shall maintain adequate accountability and control over such property, maintain adequate property records, and perform an annual physical inventory of all such property and report this information in the Annual Summary (close out) report due 60 days after the end of the Contract period.

14.1.2 In the event CONTRACTOR'S services are retained under a subsequent contract, and should CONTRACTOR satisfactorily perform its obligations, CONTRACTOR shall be deemed owner of non-expendable property purchased under this Contract.

14.1.3 Property purchased with CITY funds shall convey to CONTRACTOR two (2) years after purchase, unless notified by the CITY in writing.

15.0 INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that CITY is contracting with CONTRACTOR as an independent CONTRACTOR. No employee of CONTRACTOR shall be considered to be an employee of the CITY. The relationship of the CITY and CONTRACTOR shall not be construed as a joint venture, partnership or agency.

16.0 INDEMNITY

To the extent permitted by applicable law and the Constitution of the State of Texas, CONTRACTOR agrees to hold the CITY harmless and to indemnify the CITY, its officers, employees, and agents from and against any and all claims, demands, and causes of action of

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every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CONTRACTOR under this Contract.

17.0 CONFLICT OF INTEREST

17.1 The CONTRACTOR covenants that neither it, nor any member of its governing body, presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract no person having such interest shall be employed or appointed as a member of its governing body.

17.2 The CONTRACTOR further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others, particularly those with which they have family, business, or other ties.

17.3 No officer, member, or employee of the CITY and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall:

17.3.1 Participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she has a direct or indirect interest; or

17.3.2 Have any interest, direct or indirect, in this Contract or the proceeds thereof.

18.0 POLITICAL AND SECTARIAN ACTIVITY

No portion of the funds received by the CONTRACTOR hereunder shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

19.0 PUBLICITY

Where such action is appropriate as determined by the CITY, the CONTRACTOR shall publicize the activities conducted by the CONTRACTOR under this Contract. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the CONTRACTOR, shall recognize the CITY as a funder and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the CITY.

20.0 PUBLICATIONS

All published material and written reports submitted under this Contract must be originally developed material unless otherwise specifically provided in this Contract. When material, not originally developed, is included in a report, it shall have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

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21.0 RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material submitted by the CONTRACTOR shall become property of the CITY upon receipt.

22.0 COPYRIGHT

Where activities supported by this Contract produce original books, manuals, films, computer programs (including executable computer programs, and supporting data in any form), or other material subject to copyright, the CONTRACTOR may copyright such, but the CITY reserves a royalty-free, non-exclusive, and irrevocable license to produce, publish, and use such materials, and to authorize others to do so. Disposition of royalties will be determined by the CITY. Provisions appropriate to effectuate the purposes of this section must be included in all employment contracts, consultants' agreements, and other contracts in which funds received under this Contract are involved.

23.0 PATENTS

If any discovery or invention arises or is developed in the course of, or as a result of, work performed under this project, the successful CONTRACTOR shall refer the discovery or invention to the CITY. The CONTRACTOR hereby agrees that determination of rights to inventions made under this project shall be made by the CITY, which shall have sole and exclusive powers to determine whether or not and where a patent application may be filed and to determine the disposition of all rights under any patent applications or patent which may be issued thereon. The determination of the CITY shall be accepted as final. In addition, the successful CONTRACTOR hereby agrees and otherwise recognizes that the CITY shall acquire at least an irrevocable, nonexclusive, royalty-free license to practice and have practiced throughout the world for CITY purposes, any invention made in the course of or under this project. The successful CONTRACTOR shall include provisions appropriate to effectuate the purposes of this Section in all contracts of employment, consultants' agreements, or contracts.

24.0 OTHER FUNDING

CONTRACTOR shall report to CITY any changes in total funding received from other funding sources of ten percent (10%) or more of CONTRACTOR'S entire budget as well as any changes in total program funding that will significantly impact CONTRACTOR'S ability to meet performance measures specific to this Contract. Such report shall be made within twenty (20) working days after receipt of the notice of that change by submission of a revised "Program Funding Summary" Form, or other form as designated by CITY.

25.0 SUBCONTRACTING

Notwithstanding any clause of this Contract to the contrary, none of the work or services covered by this Contract may be subcontracted without the prior written approval of the CITY except where subcontracts are specifically a part of the programs funded under this Contract and described in the Work Statement. Any work or service that is allowed to be subcontracted hereunder shall be subcontracted by written contract or agreement and shall be subject by its terms to each and every provision of this Contract. CONTRACTOR shall also include in subcontracts those provisions that are necessary to assure the CONTRACTOR'S ability to meet Contract requirements, including, but not limited to, reporting requirements.

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26.0 CHANGES AND AMENDMENTS

26.1 Except as specifically provided otherwise in this Contract, any alterations, additions, or deletions to the terms of this Contract shall be by amendment hereto in writing and executed by both parties to this Contract.

26.2 It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with the regulations promulgated under the assurances and certifications made to CITY by CONTRACTOR, and the assurances and certifications made by the CITY with regard to any grant identified in the Contract. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performances under this Contract may be amended in the following manner: CITY may from time to time during the period of performance of this Contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this Contract. Such policy directive shall have the effect of qualifying the terms of this Contract and shall be binding upon CONTRACTOR, as if written herein, provided however that said policy directive shall not alter the terms of this Contract so as to release CITY of any obligation specified in Section 4 of this Contract to reimburse costs incurred by CONTRACTOR prior to the effective date of said policy directives.

26.3 Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal, state, or local laws or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

27.0 SUSPENSION OF FUNDING

27.1 If the CITY makes a determination that CONTRACTOR has failed 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 within such determination provide written notice to the CONTRACTOR, and withhold further payments to the CONTRACTOR. Such written notice shall be given to CONTRACTOR'S Executive Director and the Board of Directors of the CONTRACTOR (if applicable) and shall be in writing and given by: (a) personal delivery to the addressee; (b) depositing the same in the United States mail, properly addressed to the party to be notified, postpaid, and registered or certified with return receipt requested; (c) deposit with a nationally recognized overnight delivery service such as Federal Express; or (d) facsimile (fax) transmission, provided the party to whom the fax is addressed has designated a facsimile number below and the CITY has a fax generated verification of the date and time of transmission and the fax number to which the notice was sent. The notice shall set forth the default or failure alleged and the action required for cure.

27.2 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 CONTRACTOR may be restored to full compliance status and paid all funds withheld during the suspension period.

27.3 The CITY shall have the right to suspend this Contract without prior notice to the CONTRACTOR upon a reasonable belief of imminent or actual misuse or

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misappropriation of Contract 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. Should the CITY choose to exercise its rights under this clause, upon reaching a decision to suspend, notice will be forwarded immediately to the CONTRACTOR notifying it of the suspension and any investigation.

28.0 TERMINATION

28.1 The CITY may terminate this Contract with cause for any of the following reasons:

28.1.1 CONTRACTOR'S failure to attain compliance during any prescribed period of suspension as provided in SECTION 27.0, Suspension of Funding;

28.1.2 CONTRACTOR'S violation of covenants, agreements, or guarantees of this Contract; and,

28.1.3 Finding by the CITY that the CONTRACTOR:

28.1.3.a Is in such unsatisfactory financial condition, as to endanger performance of this Contract;

28.1.3.b Has allocated inventory to this Contract substantially exceeding reasonable requirements;

28.1.3.c Is delinquent in payment of taxes or of costs of performance of this Contract in the ordinary course of business; or

28.1.3.d CONTRACTOR'S violation of any law or regulation to which CONTRACTOR is bound or shall be bound under the terms of the Contract.

28.2 The CITY shall promptly notify the CONTRACTOR, in writing, of the decision to terminate this Contract, and the effective date of such termination.

28.3 The CITY may terminate this Contract for convenience at any time, by giving at least thirty (30) calendar days notice, in writing, to the CONTRACTOR. If this Contract is terminated by the CITY for convenience, the CONTRACTOR will be paid an amount not to exceed the total of accrued expenditure as of the effective date of termination. In no event, will this compensation exceed an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of the CONTRACTOR covered by this Contract, less payments, or compensation previously made.

28.4 The CONTRACTOR may, at any time, terminate this Contract for convenience or if a termination of outside funding occurs upon which the CONTRACTOR depends for performance, by giving at least thirty (30) calendar days notice, in writing to the CITY. In the event that termination of outside funding occurs, the CONTRACTOR may opt, within the limitations of the Contract, to seek alternative funding sources, with the cooperation of the CITY, provided the termination by outside funding sources was not occasioned by the breach of Contract as defined herein or as defined in a Contract between the CONTRACTOR and the funding source in question. The CONTRACTOR

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may terminate this Contract upon the dissolution of the CONTRACTOR organization not occasioned by a breach of this Contract.

28.5 Upon receipt of notice to terminate, the CONTRACTOR shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts that relate to the performance of this Contract. The CITY shall not be liable to the CONTRACTOR or CONTRACTOR'S creditors for any expenses, encumbrances, or obligations whatsoever, incurred after the termination date. This Contract confers no third-party rights.

28.6 Notwithstanding any exercise by the CITY of its right of suspension or termination, the CITY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR and the CITY may withhold any reimbursement to the CONTRACTOR until such time as the exact amount of damages due to the CITY from CONTRACTOR is agreed upon or otherwise determined.

29.0 NOTIFICATION OF CLAIM

In the event that any claim, demand, suit, or other action arising out of or directly related to CONTRACTOR activities under this Contract is made or brought by any person(s), firm, corporation, or other entity against the CONTRACTOR, CONTRACTOR shall give written notice thereof to the CITY within three (3) working days after being notified of such claim, demand, suit, or other action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the name and addresses of the person(s), firm, corporation, or other entity making such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person(s) against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail.

30.0 LEGAL AUTHORITY

30.1 CONTRACTOR assures and guarantees that CONTRACTOR possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services CONTRACTOR has obligated itself to perform hereunder.

30.2 The person or persons signing and executing this Contract on behalf of CONTRACTOR, or representing themselves as signing and executing this Contract on behalf of CONTRACTOR, do hereby warrant that he or she is duly authorized to execute this Contract on behalf of CONTRACTOR and to validly and legally bind CONTRACTOR to all terms, performances, and provisions herein set forth.

31.0 ASSIGNMENTS

CONTRACTOR shall not transfer, pledge, or otherwise assign this Contract or any interest therein, or any claim arising hereunder, to any party or parties, bank, trust company, or other financial institution without the prior written approval of the CITY.

32.0 SEVERABILITY OF PROVISIONS

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If any provision of this Contract is held to be invalid, illegal, or unenforceable, the remainder of the Contract shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

33.0 NON-AUTOMATIC RENEWAL

The CITY'S obligation to pay shall not extend beyond the term of this Contract and any closeout period.

34.0 NON-WAIVER OF PERFORMANCE

In no event shall any payment to the CONTRACTOR hereunder, the acceptance or receipt of reports, or any other act or failure of the CITY to insist in any one or more instances upon the terms and conditions of this Contract constitute or be construed in any way to be a waiver by the CITY of any breach of covenant or default which may then or subsequently be committed by the CONTRACTOR. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the CITY to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the CITY may waive the effect of this provision.