

MODIFICATION OF CONTRACT NUMBER: IL060341RE Substance Abuse Services Page 1 of 13ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701PURCHASING AGENT ASST: Rebecca Gardner
TEL NO: (512) 854-9700
FAX NO: (512) 854-9185DATE PREPARED:
October 23, 2008ISSUED TO:
**Austin/Travis County MHMR
P.O. Box 3548
Austin, TX 78764-3548**MODIFICATION NO.:
5EXECUTED DATE OF ORIGINAL
CONTRACT:
January 1, 2006ORIGINAL CONTRACT TERM DATES: January 1, 2006-December 31, 2006CURRENT CONTRACT TERM DATES: January 1, 2008-December 31, 2008**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$1,507,151.00Current Modified Amount \$1,973,462.00**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Funding is increased as follows:

From:	To:
County: \$906,114.00	County: \$1,036,419.00
City: \$937,043.00	City: \$937,043.00

Contract funds are not to exceed \$1,973,462.00 for the 2008 term.

2. Substitute Exhibit 1 "Amended 2008 Renewal Term Performance Measures and Budget as attached to this modification for the original "2008 Renewal Term Performance Measures and Budget".
3. The Contract is amended according to the terms of the attachment to this Modification, all of which are hereby made a part of the Contract and constitute promised performances by the Contractor in accordance with all terms of the Contract, as amended.
4. The changes in this Modification are effective upon signature by both parties.

Note to Vendor/City:

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

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

LEGAL BUSINESS NAME: ATC MHMRBY: [Signature]

SIGNATURE

BY: DAVID EVANS

PRINT NAME

TITLE: Executive Director

ITS DULY AUTHORIZED AGENT

☐ DBA☐ CORPORATION☐ OTHER

DATE:

10/27/08

TRAVIS COUNTY, TEXAS

BY: [Signature]

CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS

BY: _____

SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

CITY OF AUSTIN, TEXAS

BY: _____

TOBY FUTRELL OR DESIGNEE, AUSTIN CITY MANAGER

DATE:

AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY,
THE CITY OF AUSTIN AND
THE AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER FOR
SUBSTANCE ABUSE TREATMENT AND
RELATED BEHAVIORAL HEALTHCARE AND SUPPORT SERVICES
TO ADD PARENTING IN RECOVERY SERVICES

This Amendment ("Amendment") of Interlocal Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), The City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Austin Travis County Mental Health Mental Retardation Center ("Center").

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

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

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

Pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms continuing through December 31, 2008.

County, City and Center previously amended the Agreement to add County funds relating to the County's Parenting in Recovery Grant ("Grant Amendment") to cover services to be provided from the effective date of February 11, 2008 through the end of the current Agreement Term beginning January 1, 2008, and continuing through December 31, 2008 (" '08 Renewal Term").

County, City and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement.

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

1.0 GENERAL TERMS.

1.1 2008 Renewal Term. The Parties acknowledge and agree that, pursuant to Section 2.2, "Renewal Term(s)," the Agreement has been renewed for an additional term beginning January 1, 2008, and terminating December 31, 2008 ("2008 Renewal Term") and amended by written agreement of the Parties ("2008 Renewal/Amendment").

1.2 Parenting in Recovery Grant. The Parties agree that the Agreement was previously amended to add County funds relating to the County's Parenting in Recover ("PIR") Grant to cover services to be provided from the effective date of that amendment of February 11, 2008 through the end of the current Agreement Term beginning January 1, 2008, and continuing through December 31, 2008 (" '08 Renewal Term").

1.3 Amendment Term. The Parties agree that the terms of this Amendment will cover services provided from September 30, 2008, through December 31, 2008 ("Amendment Term"). This money will be County Funds received by County through the PIR Grant during the '09 grant fiscal year (beginning September 30, 2008, and continuing through September 29, 2009).

2.0 ENTIRE AGREEMENT

2.1 Attachments

2.1.1 Attachment A - Work Statement. The Parties agree that, as to the 2008 Renewal Term, Attachment A-08, "2008 Renewal Term Work Statement, Performance Measures and Budget," as set forth in the 2008 Renewal/Amendment, the portions related to the Performance Measures and Budget will be deleted and "Amended 2008 Renewal Term Performance Measures and Budget," attached to this Amendment as Exhibit 1, will be substituted and apply to performance during the 2008 Renewal Term. The Work Statement remains unchanged by this Amendment. All attachments to this Amendment are incorporated into this Agreement as if recited verbatim herein.

2.1.2 Attachment A - Budget

(a) The Parties agree to amend the County total by adding One Hundred Thirty Thousand, Three Hundred and Five Dollars (\$130,305.00), for a total amount in Grant Funds of Four Hundred Twenty-Four Thousand, Six Hundred and Twenty Dollars (\$424,620.00). The source for the additional \$130,305.00 will be the fiscal year '09 Grant Funds.

(b) The Parties agree that the new total for the maximum funds allowed under the Agreement will be as set forth in Exhibit 1 of this Amendment.

3.0 FINANCIAL PROVISIONS

3.1 Grant Activities. The Parties agree to amend Section 3.3, "Grant Activities," by increasing the amount of Grant Funds provided by County by an additional One Hundred Thirty Thousand, Three Hundred and Five Dollars (\$130,305.00), for a total amount in Grant Funds of Four Hundred Twenty-Four Thousand, Six Hundred and Twenty Dollars (\$424,620.00).

3.2 Maximum Funds. The Parties agree to amend Section 13.1.1(a) by increasing the amount of County funds by an additional One Hundred Thirty Thousand, Three Hundred and Five Dollars (\$130,305.00), resulting in the following new totals:

County	<u>\$1,036,419.00</u>
City	<u>\$ 937,043.00</u>
TOTAL	<u>\$1,973,462.00</u>

The County's agreed funding total as stated above includes \$424,620.00 provided through the Grant. Should Grant funding be withdrawn or otherwise not provided to the County, the County's not-to-exceed amount shall be reduced accordingly. County shall notify Center in writing of any decrease in Grant funds, and shall not be responsible for payment of any expenses incurred for Grant activities provided by Center after such notice.

3.3 Fiscal Year Limitations. The requirements related to fiscal year limitations on County funds set forth in Section 13.1.2(a) - "Amended 2008 Renewal Term Fiscal Year Limitation," will be amended by deleting subsections (i) - (iv), County, and substituting the following:

County			
(i)	January 1, 2008 - September 30, 2008	(75% of total)	\$458,849.25
(ii)	October 1, 2008 - December 31, 2008	(25% of total)	\$152,949.75
(iii)	January 1, 2008 - September 29, 2008	(FY '08 Grant)	\$294,315.00
(iv)	September 30, 2008 - December 31, 2008	(FY '09 Grant)	\$130,305.00

The County funding set forth in the spending limitations in subsections (i) and (ii) above reflects funding provided from the County's General Fund only. Grant funds referenced in subsections (iii) and (iv) will be expended according to the terms of the Grant.

All provisions of Section 13.1.2(a) not changed in this Section 3.3 shall remain the same and in full force and effect.

4.0 INCORPORATION

4.1 County, City and Center hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County, City and Contractor hereby ratify all the terms and conditions of the Amended as amended. The Agreement, as amended, with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

4.2 The Parties agree that all requirements and obligations of the Agreement, as amended, which have not been specifically changed by this Amendment which make reference to the Agreement Period prior to this Amendment apply in the same manner to performance by the Parties during the 2008 Renewal Term of the Agreement as amended.

5.0 EFFECTIVE DATE

6.1 This Amendment is effective September 30, 2008, when it is approved and signed by all Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

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EXHIBIT 1
ATTACHMENT A-08
AMENDED 2008 RENEWAL TERM
PERFORMANCE MEASURES AND BUDGET

2008 RENEWAL TERM AMENDED BUDGET

SUBSTANCE ABUSE MSO

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F. Budget Funding Sources and Distribution

FUNDING SOURCES:

CITY OF AUSTIN	\$627,043.00
TRAVIS COUNTY	\$611,799.00
TRAVIS COUNTY (FY'08 GRANT FUNDS)	\$294,315.00
TRAVIS COUNTY (FY'09 GRANT FUNDS)	\$130,305.00
COMMUNITY COURT.....	<u>\$310,000.00</u>
TOTAL.....	\$1,973,462.00

DISTRIBUTION:

I. Homeless, High Risk Women & Youth , and Community Court Target Populations

MSO SERVICES.....12%
Maximum\$185,861.00 (12% x \$1,548,842.00)

DIRECT SERVICES (through Providers).....88%
Maximum:\$1,362,981.00 (88% x \$1,548,842.00)

Youth Services. \$ 135,000 of Travis County's contribution to this Agreement will be used exclusively for youth services, as described in Section III.D of the 2008 Renewal Term Work Statement, "Description of Required Services for High-Risk Youth."

II. Parenting In Recovery Target Population (Travis County FY'08 Grant Funds)

MSO SERVICES.....5 %
Maximum\$14,015.00 (5 % x \$280,300.00)

DIRECT SERVICES (through Providers)
Maximum:\$280,300.00

III. Parenting In Recovery Target Population (Travis County FY'09 Grant Funds)

MSO SERVICES.....5 %
Maximum\$6,205.00 (5 % x \$124,100.00)

DIRECT SERVICES (through Providers)
Maximum:\$124,100.00

2. Maximum Total Contract Funds – 2008 Renewal Term

A maximum total amount of contract funds in the amount of \$1,973,462.00 ("Contract Funds") is available during the 2008 Renewal Term (January 1, 2008 – December 31, 2008), with the exception of the Parenting in Recovery Grant funds which are available according to the terms of the Grant.

3. Contract Funds – ATCMHMR

I. Homeless, High Risk Women & Youth, and Community Court Target Populations

- ATCMHMR may receive a maximum of 12% of the total amount of non-Grant Contract Funds, or up to \$185,861.00, for the satisfactory implementation and provision of MSO services for the 2008 Renewal Term of this Agreement.

ATCMHMR will be reimbursed for MSO services by requesting an MSO charge of 13.636345% of the total amount of accurate, approved claims (for direct services provided to Eligible Clients under this agreement) for each calendar month of the

2008 Renewal Term up to the annual maximum payment of \$185,861.00 for MSO services for the 2008 Renewal Term.

II. Parenting In Recovery Target Population (Travis County FY'08 Grant Funds)

- ATCMHMR may receive a maximum of 5% of the total amount of Contract Funds provided by Grant money for direct services, or up to \$14,015.00, for the satisfactory implementation and provision of MSO services for the 2008 Renewal Term of this Agreement.

ATCMHMR will be reimbursed for MSO services by requesting an MSO charge of 4.7619% of the total amount of accurate, approved claims (for direct services provided to Eligible Clients under this agreement) during the months of January through September of the 2008 Renewal Term up to a maximum payment of \$14,015.00 for MSO services.

III. Parenting In Recovery Target Population (Travis County FY'09 Grant Funds)

- ATCMHMR may receive a maximum of 5% of the total amount of Contract Funds provided by FY'09 Grant money for direct services, or up to \$6,205.00, for the satisfactory implementation and provision of MSO services for the FY'09 Grant money included in the 2008 Renewal Term of this Agreement.

ATCMHMR will be reimbursed for MSO services by requesting an MSO charge of 4.7619% of the total amount of accurate, approved claims (for direct services provided to Eligible Clients under this agreement) during the months of October through December of the 2008 Renewal Term up to a maximum payment of \$6,205.00 for MSO services.

a. Contract Funds – Network Service Providers

Network Providers. ATCMHMR will negotiate contracts with fee-for-service rates with each of the community-based Network service providers for the 2008 Renewal Term. Costs of Services provided by those providers will be paid for by ATCMHMR using Direct Service Contract Funds in an amount not to exceed the amount shown above in the 2008 Renewal Term Work Statement (up to \$1,767,381.00) to the Network service providers based on the Services they provide under this Agreement and in accordance with this Work Statement. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by County for services receiving County general or Grant funds. Contracts with providers receiving Grant funds shall incorporate the Grant agreement and all applicable terms of this Amendment as a term and condition.

b. Request for Payment and Status of Funds

Request for Payment:

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

In addition, ATCMHMR, as the MSO, may request

1. for **Homeless, High Risk Women & Youth, and Community Court Target Populations**, 13.636345% (as an MSO charge) of the total amount of approved claims submitted for reimbursement each month, up to the annual maximum amount of \$185,861.00 for MSO services, and
2. for **Parenting In Recovery Target Population**, 4.7619% (as an MSO charge) of the total amount of approved claims submitted for reimbursement each month, up to a maximum amount of \$14,015.00 for MSO services for the months of January through September of the 2008 Renewal Term.
3. for **Parenting In Recovery Target Population**, 4.7619% (as an MSO charge) of the total amount of approved claims submitted for reimbursement each month, up to a maximum amount of \$6,205.00 for MSO services for the months of October through December of the 2008 Renewal Term.

The ATCMHMR will add the MSO charges to the service reimbursement amount for a total Request for Payment amount.

Target Population Obligations: During the 2008 Renewal Term, ATCMHMR will provide documentation with each monthly Request for Payment showing the amount expended for Services provided as a direct service to each target

population. The Center will cooperate with Department throughout the 2008 Renewal Term in allocating City and County Contract Funds for designated target populations, as required by City and County.

c. Fee-for-Service Rates

Provider Rates: During the 2008 Renewal Term, all service providers will be reimbursed (for Services delivered to Eligible Clients from January 1, 2008, through December 31, 2008) on a fee-for-service payment arrangement, based on approved claims for Services delivered to Eligible Clients under this Agreement. As of January 1, 2008, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved by the Department and Center. Rates may need to be adjusted at times, contingent upon written approval of the Department, based on market and cost factors and as recommended by ATCMHMR and approved by Department.

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

Youth Services: Distribution of \$135,000 in funding from Travis County HHS/VS for Substance Abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center and The Children's Partnership.

d. Service Estimates and Network Expansion

Service Estimates: A budgeted minimum estimate of direct services funding to each Target Population for the 2008 Renewal Term is shown below. The Center will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting, notifying the Department within 30 days of making any such adjustment. Department may, at any time, request a review of such adjustments, and ATCMHMR will work with Department if Department determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional Services from current network providers and, contingent upon Department approval, for exceptional referrals for needed Services outside the network and/or for purchasing Services from providers not yet recruited into the network.

Initial Budgeted Minimum Direct Service Level Estimates for 2008

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Target Population	Amount
Homeless/At Risk Women	\$967,381
Community Court	\$272,800
Youth Treatment Services	\$118,800
Incentives for Eligible Clients Follow-up Surveys	\$4,000
Parenting In Recovery	\$404,400
TOTAL	\$1,767,381.00

NOTE: As mentioned above, the "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by Center during the contract term, as necessary, in order to maximize access to appropriate services for Eligible Clients to be served under this Agreement during 2008.

Network Expansion: The need for service network expansion will be evaluated by ATCMHMR on an ongoing basis in order to ensure adequate service capacity, access to Services, and availability of the continuum of Services required by City and County for Eligible Clients under this Agreement. Center will make written recommendations to the Department as necessary and obtain Department approval in writing within 30 days.

**ATTACHMENT B-08
2008 RENEWAL TERM PERFORMANCE MEASURES
SUBSTANCE ABUSE MSO**

A. Service Outputs

ATCMHMR will collect and report to the Department the following service outputs:

1. Number of Unduplicated Clients Served

a. Information Required for Unduplicated Clients Served

This will be reported by treatment provider and will include the following demographic information for each Eligible Client: gender, ethnicity, age, income status (percent of federal poverty level), zip code of residence (if available), and county of residence (which must be Austin/Travis County).

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

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

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

b. Estimated Number of Unduplicated Eligible Clients to be Served

It is estimated that, during the 2008 Renewal Term, approximately 673 unduplicated Eligible Clients will be served collectively from the homeless adult, high-risk women and high-risk youth target populations; plus approximately 118 unduplicated Eligible Clients referred by Downtown Austin Community Court; and approximately 32 unduplicated Eligible Clients referred by Parenting In Recovery. The total number of unduplicated Eligible Clients served during the year will depend on a number of variables, such as: (1) individual intervention/treatment needs (per clinical assessment); (2) treatment retention (per level of service and across the service continuum); (3) linkages between network providers; (4) service capacities available (at time of need); and (5) number of clients referred by Community Court; and (6) number of clients referred by Parenting In Recovery.

2. Units of Service Provided

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

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

3. Funding Expended

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

B. Client Outcomes

ATCMHMR will collect and report to the Department the following client outcomes for the 2008 Renewal Term. Performance targets for these outcomes are shown below, specific to the particular target populations to be served under this Agreement.

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

C. Managed Care "Systems" Outcomes

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

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

1. **Improved Client Access to Services**

This will be measured in two ways. First, the length of time from the time of request for assessment or services to benefit authorization by Center. The target is 85% of request will be authorized in 48 hours. Second, it will be measured by the length of time from benefit authorization by Center to Eligible Client assessment or admission to service. The target is 100% of assessments or admissions to services will occur within 1 day or retroactively. MSO will report quarterly.

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

This will include a review of Utilization Management decisions by the MSO per client records and reconciliation of authorization, claims and eligible client records. MSO Provider Relations will provide the results biannually.

3. **Annual Network Provider Satisfaction with Center services**

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

4. **Improvements in Network Continuum of Services**

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

Center will report (in narrative form) monitoring activities of providers including number of monitoring visits per provider, summaries of findings and corrective actions taken to address under-performance. This is reported bi-annually.

D. **Center Services Outside the Agreement**

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