



## CONTRACT AMENDMENT NO. 6

**The City of Austin  
And  
Austin Travis County Integral Care  
(formerly known as 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. 6.

During Fiscal Year 2009-2010 the parties renewed the Agreement with a total contract budgeted amount not to exceed \$358,580.00.

In September, 2009, the Austin Travis County Mental Health Mental Retardation Center changed its name to "Austin Travis County Integral Care." For purposes of the Agreement, all references to "Center" mean "Austin Travis County Integral Care."

The parties desire to exercise a renewal of the Agreement effective dates from October 1, 2010 until September 30, 2011 with a total contract budgeted amount not to exceed \$393,427.00 for the Fiscal Year 2010-2011.

The sections contained herein correspond to the original Agreement and Amendment No. 5 and only change, replace, or add those provisions set forth below.

(Terms begin on page 2)

## **2.0 TERMS**

- 2.1 Amendment No. 6 Term. The term of this Amendment No. 6 shall be from October 1, 2010 through September 30, 2011.

## **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 \$393,427.00 for this Amendment No. 6 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. 6 to the Agreement shall not exceed \$393,427.00 for this Amendment No. 6 Term.

## **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. 6.

**Attachment 1:** Project Recovery Budget for Fiscal Year 2010-2011.

**Attachment 2:** Amendment No. 5 with Attachments

**Attachment 3:** Performance measures for Amendment No. 6

## **11.0 NOTICES**

### **11.2 City Address.**

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

Pete Valdez, Court Administrator  
Downtown Austin Community Court  
P.O. Box 1088  
Austin, Texas 78767

**16.0   EFFECTIVE DATE**

This Amendment No. 6 will be executed in duplicate originals and effective October 1, 2010.

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. 6.

**BY THE SIGNATURES** affixed below, this Amendment No. 6 is hereby incorporated into, and made a part of, the above referenced Agreement.

**AUSTIN TRAVIS COUNTY INTEGRAL CARE**

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

By: \_\_\_\_\_

\_\_\_\_\_  
Executive Director

**CITY OF AUSTIN**

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

By: \_\_\_\_\_

Marc Ott  
City Manager

**Project Recovery**  
**City Fiscal Year '11 Budget**  
**(10/01/2010 - 09/30/2011)**  
**Proposed Budget**

| Position                              | Title                              | FTE  | GR | ST | Salary         | Fringe        | FY11<br>Total Contract |
|---------------------------------------|------------------------------------|------|----|----|----------------|---------------|------------------------|
| <b>Total Salary &amp; Fringe</b>      |                                    |      |    |    | <b>173,042</b> | <b>70,398</b> | <b>247,440</b>         |
| 5848                                  | SUPR PROGRAM MAN                   | 0.30 | 99 | 1  | 16,597         | 5,422         | 22,019                 |
| 6380                                  | CASEWORKER ASSIS                   | 1.00 | 9  | 8  | 23,946         | 10,622        | 34,568                 |
| 6381                                  | CASEWORKER ASSIS                   | 1.00 | 9  | 4  | 21,007         | 10,221        | 31,228                 |
| 6382                                  | CASEWORKER ASSIS                   | 1.00 | 9  | 4  | 21,007         | 10,221        | 31,228                 |
| 6383                                  | CASEWORKER ASSIS                   | 0.40 | 9  | 4  | 8,403          | 1,422         | 9,825                  |
| 6384                                  | CASEWORKER ASSIS                   | 0.40 | 9  | 4  | 8,403          | 1,422         | 9,825                  |
| 6385                                  | LPHA                               | 1.00 | 19 | 3  | 40,499         | 18,639        | 59,138                 |
| 6387                                  | RELIEF WEEKEND                     | 0.20 | 9  | 1  | 3,823          | 792           | 4,615                  |
| 6434                                  | PSYCHIATRIST                       | 0.10 | 99 | 0  |                |               | 0                      |
| 6512                                  | CASEWORKER ASSIS                   | 0.40 | 9  | 1  | 7,646          | 1,320         | 8,966                  |
| New                                   | Cook / Life Skills Interventionist | 1.00 | 11 | 1  | 21,711         | 10,317        | 32,028                 |
|                                       | EVALUATOR (CONTRACT)               |      |    |    |                |               | 4,000                  |
| <b>Total Building Expenses</b>        |                                    |      |    |    |                |               | <b>65,307</b>          |
|                                       | Building Use Fee                   |      |    |    |                |               | 33,400                 |
|                                       | Building Maintenance               |      |    |    |                |               | 4,237                  |
|                                       | Other Building Expense             |      |    |    |                |               | 3,915                  |
|                                       | Utilities                          |      |    |    |                |               | 23,755                 |
| <b>Total Office Expenses</b>          |                                    |      |    |    |                |               | <b>1,000</b>           |
|                                       | Office Supplies                    |      |    |    |                |               | 1,000                  |
| <b>Total Other Operating Expenses</b> |                                    |      |    |    |                |               | <b>43,914</b>          |
|                                       | Groceries                          |      |    |    |                |               | 22,000                 |
|                                       | Travel                             |      |    |    |                |               | 800                    |
|                                       | Recreation                         |      |    |    |                |               | 300                    |
|                                       | Bus/Taxi                           |      |    |    |                |               | 125                    |
|                                       | Minor Medical & Supplies           |      |    |    |                |               | 250                    |
|                                       | Educational Materials              |      |    |    |                |               | 0                      |
|                                       | Clothing Toiletries                |      |    |    |                |               | 850                    |
|                                       | Other                              |      |    |    |                |               | 19,589                 |
|                                       | After Treatment Housing            |      |    |    |                |               | 0                      |
| <b>Total Direct Expense</b>           |                                    |      |    |    |                |               | <b>357,661</b>         |
| <b>Indirect Expense (10%)</b>         |                                    |      |    |    |                |               | <b>35,766</b>          |
| <b>Total Contract</b>                 |                                    |      |    |    |                |               | <b>393,427</b>         |

**PROJECT RECOVERY FY2011 BUDGET  
DETAIL OF OTHER COSTS**

| <b>OTHER BUILDING EXPENSE</b> | <b>Amount</b>  |
|-------------------------------|----------------|
| Pest Control                  | 500            |
| Janitorial Costs              | 800            |
| Property Insurance            | 2,100          |
| Gen/Prof Liability            | 515            |
| <b>TOTAL</b>                  | <b>\$3,915</b> |

| <b>OTHER</b>                 | <b>Amount</b>   |
|------------------------------|-----------------|
| Coffee/Water Services        | 1,952           |
| Dues & Memberships           | 150             |
| Fire Equipment               | 1,111           |
| IT Network Allocation        | 6,929           |
| Janitorial Supplies          | 3,248           |
| Kitchen/Household Supplies   | 1,510           |
| Landscaping                  | 381             |
| Licenses & Permits           | 250             |
| Locksmith Services           | 190             |
| Maintenance Contracts        | 102             |
| Storage/Parking (Oth Rental) | 100             |
| Subscriptions & Publications | 75              |
| Vehicle - Gas & Oil          | 1,700           |
| Vehicle - Repair/Maintenance | 750             |
| Vehicle Insurance            | 1,141           |
| <b>TOTAL</b>                 | <b>\$19,589</b> |



CONTRACT AMENDMENT NO. 5

**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. 5.

During Fiscal Year 2008-2009, 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, 2009 until September 30, 2010 with a total contract budgeted amount not to exceed \$358,580.00 for the Fiscal Year 2009-2010.

The sections contained herein correspond to the original Agreement and Amendment No. 4 and only change, replace, or add those provisions set forth below.

(Terms begin on page 2)

**2.0 TERMS**

- 2.1 Amendment No. 5 Term. The term of this Amendment No. 5 shall be from October 1, 2009 through September 30, 2010.

**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 \$358,580.00 for this Amendment No. 5 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. 5 to the Agreement shall not exceed \$358,580.00 for this Amendment No. 5 Term.

**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. 5.

**Attachment 1:** Amendment No. 4 with Attachments

**Attachment 2:** Project Recovery Budget for Fiscal Year 2009-2010.

**11.0 NOTICES**

11.2 City Address.

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

Pete Valdez, Acting Court Administrator  
Downtown Austin Community Court  
P.O. Box 1088  
Austin, Texas 78767

**16.0 EFFECTIVE DATE**

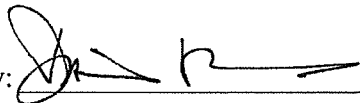
This Amendment No. 5 will be executed in duplicate originals and effective October 1, 2009.

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. 5.

**BY THE SIGNATURES** affixed below, this Amendment No. 5 is hereby incorporated into, and made a part of, the above referenced Agreement.

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

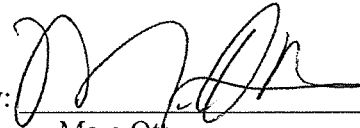
Date: 9.29.09

By: 

\_\_\_\_\_  
Executive Director

**CITY OF AUSTIN**

Date: 9/29/09

By:   
\_\_\_\_\_  
Marc Ott  
City Manager





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 30, 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**

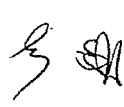
This Amendment No. 4 will be executed in duplicate originals and effective October 1, 2008.

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**

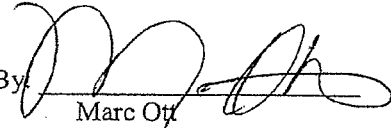
Date: 10/1/2008

By: David Evers 

Executive Director

**CITY OF AUSTIN**

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

By: Marc Ott   
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

By: [Signature]

Printed Name: Rody 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."



Attachment 2 to Amendment No. 6  
Project Recovery Interlocal Agreement  
Page 20 of 36

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

15

Amendment No. 4  
Attachment A

ATTACHMENT 1

CONTRACT AMENDMENT NO. 5

Attachment 2 to Amendment No. 6  
Project Recovery Interlocal Agreement  
Page 22 of 36

|                       |    |        |
|-----------------------|----|--------|
| 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%                                      |
| Utilities               | 12 x 2 months   |
| 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                 | 0.60        | \$ -                 | \$ 28,770            | \$ -                      | \$ 28,770         |
| On-Call Pay           |             | \$ -                 | \$ 3,640             | \$ -                      | \$ 3,640          |
| <b>Sub-Total</b>      | <b>9.20</b> | <b>\$ 216,942.00</b> | <b>\$ 130,652.00</b> | <b>\$ 16,535.00</b>       | <b>\$ 364,129</b> |

**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        |
| <b>Sub-Total</b>              | <b>\$ 59,586</b> | <b>\$ 3,081</b> | <b>\$ 31,472</b> | <b>\$ 94,139</b> |

**Office Expenses**

|                  |               |               |             |               |
|------------------|---------------|---------------|-------------|---------------|
| Office Supplies  | \$ 400        | \$ 400        | \$ -        | \$ 800        |
| * Computers      | \$ -          | \$ -          | \$ -        | \$ -          |
| Postage          | \$ -          | \$ 120        | \$ -        | \$ 120        |
| <b>Sub-Total</b> | <b>\$ 400</b> | <b>\$ 520</b> | <b>\$ -</b> | <b>\$ 920</b> |

**Other Expenses**

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

Attachment 2 to Amendment No. 6  
Project Recovery Interlocal Agreement  
Page 24 of 36

|                          |            |            |           |            |
|--------------------------|------------|------------|-----------|------------|
| 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/Tolletries      | \$ 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<br>Purchased in FY '08 |
| Computers               |  |
| Mobile Airtime          | \$85/month x 2.5 staff x 12 month  |
| Cell Phone              | \$60/month x 2.5 staff x 12  |
| 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 x 48 clients  |
| After-Treatment Housing | \$350 X 35 clients   |
| Travel                  | PR (\$208 X 12 months) FACT (\$250 X 2.5 staff X 12 months)                  |
| Assumptions:            |  |
| * Costs realized in '06 |  |
| Budget                  |  |

Attachment D

Austin Travis County MHMR  
Project Recovery  
Annualized Budget

Personnel Expenses

| Position         | Annual Salary        | Fringe Amount       | %FTE        | Total Annual Salary |
|------------------|----------------------|---------------------|-------------|---------------------|
| Staff (7-3)      | \$ 34,380.00         | \$ 9,774.23         | 1.00        | \$ 44,154           |
| Staff (8-5) LPHA | \$ 39,185.00         | \$ 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  | \$ 49,358.00         | \$ 14,031.91        | 0.15        | \$ 9,508            |
| Evaluator        | \$ 40,000.00         | \$ 11,372.00        | 0.10        | \$ 5,137            |
| <b>Totals</b>    | <b>\$ 284,278.00</b> | <b>\$ 73,089.73</b> | <b>6.55</b> | <b>\$ 216,943</b>   |

Program Expenses

Building Expenses

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

Office Expenses

|                  |               |
|------------------|---------------|
| On call          | \$ -          |
| Office Supplies  | \$ 400        |
| Computers        | \$ -          |
| <b>Sub Total</b> | <b>\$ 400</b> |

Other Expenses

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

Attachment 2 to Amendment No. 6  
Project Recovery Interlocal Agreement  
Page 26 of 36

|                            |         |
|----------------------------|---------|
| 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 Calculations  | \$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 2 to Amendment No. 6  
Project Recovery Interlocal Agreement  
Page 28 of 36

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<br>Total Contract |
|---------------------------------------|--------------------------|------|----|----|--------|--------|------------------------|
| <b>Total Salary &amp; Fringe</b>      |                          |      |    |    |        |        | <b>276,870</b>         |
| 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                  |
| <b>Total Building Expenses</b>        |                          |      |    |    |        |        | <b>54,239</b>          |
|                                       | Building Use Fee         |      |    |    |        |        | 33,400                 |
|                                       | Building Maintenance     |      |    |    |        |        | 2,000                  |
|                                       | Other Building Expense   |      |    |    |        |        | 3,839                  |
|                                       | Utilities                |      |    |    |        |        | 15,000                 |
| <b>Total Office Expenses</b>          |                          |      |    |    |        |        | <b>400</b>             |
|                                       | Office Supplies          |      |    |    |        |        | 400                    |
| <b>Total Other Operating Expenses</b> |                          |      |    |    |        |        | <b>53,073</b>          |
|                                       | 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                  |
| <b>Total Direct Expense</b>           |                          |      |    |    |        |        | <b>384,582</b>         |
| <b>Indirect Expense (10%)</b>         |                          |      |    |    |        |        | <b>38,458</b>          |
| <b>Total Contract</b>                 |                          |      |    |    |        |        | <b>423,040</b>         |

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-I) 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.

Attachment 2 to Amendment No. 6  
Project Recovery Interlocal Agreement  
Page 35 of 36

- 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 2 to Amendment No. 6  
Project Recovery Interlocal Agreement  
Page 36 of 36

Project Recovery  
City Fiscal Year '10 Budget  
(10/01/2009 - 09/30/2010)  
Proposed Budget

| Position                              | Title                    | FTE  | GR | ST | Salary | Fringe | FY10<br>Total Contract |
|---------------------------------------|--------------------------|------|----|----|--------|--------|------------------------|
| <b>Total Salary &amp; Fringe</b>      |                          |      |    |    |        |        | <b>216,161</b>         |
| 5848                                  | SUPR PROGRAM MAN         | 0.50 | 99 | 1  | 21,023 | 6,664  | 27,687                 |
| 6380                                  | CASEWORKER ASSIS         | 1.00 | 9  | 8  | 23,946 | 10,299 | 34,245                 |
| 6381                                  | CASEWORKER ASSIS         | 1.00 | 9  | 4  | 21,007 | 9,850  | 30,857                 |
| 6382                                  | CASEWORKER ASSIS         | 1.00 | 9  | 4  | 21,007 | 9,850  | 30,857                 |
| 6383                                  | CASEWORKER ASSIS         | 0.40 | 9  | 4  | 8,403  | 1,298  | 9,701                  |
| 6384                                  | CASEWORKER ASSIS         | 0.40 | 9  | 4  | 8,403  | 1,298  | 9,701                  |
| 6385                                  | LPHA                     | 1.00 | 19 | 3  | 43,265 | 12,607 | 55,872                 |
| 6387                                  | RELIEF WEEKEND           | 0.20 | 9  | 1  | 3,823  | 590    | 4,413                  |
| 6434                                  | PSYCHIATRIST             | 0.10 | 99 | 0  |        |        | 0                      |
| 6482                                  | SA COUNSELOR             | 0.00 | 16 | 4  | 0      | 0      | 0                      |
| 6512                                  | CASEWORKER ASSIS         | 0.40 | 9  | 1  | 7,646  | 1,182  | 8,828                  |
|                                       | EVALUATOR (CONTRACT)     |      |    |    |        |        | 4,000                  |
| <b>Total Building Expenses</b>        |                          |      |    |    |        |        | <b>62,369</b>          |
|                                       | Building Use Fee         |      |    |    |        |        | 33,400                 |
|                                       | Building Maintenance     |      |    |    |        |        | 6,169                  |
|                                       | Other Building Expense   |      |    |    |        |        | 2,800                  |
|                                       | Utilities                |      |    |    |        |        | 20,000                 |
| <b>Total Office Expenses</b>          |                          |      |    |    |        |        | <b>700</b>             |
|                                       | Office Supplies          |      |    |    |        |        | 700                    |
| <b>Total Other Operating Expenses</b> |                          |      |    |    |        |        | <b>46,752</b>          |
|                                       | Groceries                |      |    |    |        |        | 22,000                 |
|                                       | Travel                   |      |    |    |        |        | 1,000                  |
|                                       | Recreation               |      |    |    |        |        | 300                    |
|                                       | Bus/Taxi                 |      |    |    |        |        | 250                    |
|                                       | Minor Medical & Supplies |      |    |    |        |        | 700                    |
|                                       | Educational Materials    |      |    |    |        |        | 0                      |
|                                       | Clothing Toiletries      |      |    |    |        |        | 1,700                  |
|                                       | Other                    |      |    |    |        |        | 20,802                 |
|                                       | After Treatment Housing  |      |    |    |        |        | 0                      |
| <b>Total Direct Expense</b>           |                          |      |    |    |        |        | <b>325,982</b>         |
| <b>Indirect Expense (10%)</b>         |                          |      |    |    |        |        | <b>32,598</b>          |
| <b>Total Contract</b>                 |                          |      |    |    |        |        | <b>358,580</b>         |

Project Recovery FY 2011 Performance Measures

| Measure Id | Performance Measure  | Reporting Frequency | Annual Targets |
|------------|--|---------------------|----------------|
| 2421       | Number of clients served in residential                          | Monthly             | 40             |
| 2422       | Number of clients successfully completing residential treatment  | Monthly             | 20             |
| 2420       | Percent of clients successfully completing residential treatment | Monthly             | 50%            |