

AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY, THE CITY OF AUSTIN AND
AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER,
DOING BUSINESS AS AUSTIN TRAVIS COUNTY INTEGRAL CARE
FOR SUBSTANCE ABUSE TREATMENT AND
RELATED BEHAVIORAL HEALTHCARE AND SUPPORT 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 and Mental Retardation Center, d.b.a. "Austin Travis County Integral Care" ("Center," or "ATCIC"), the Mental Health and Mental Retardation Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

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 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 the latest term which began October 1, 2010, and continues through September 30, 2011.

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 2011 Renewal Term. The Parties acknowledge and agree that the changes made in this Amendment will apply to the term beginning October 1, 2010, and terminating September 30, 2011 ("2011 Renewal Term").

2.0 FINANCIAL PROVISIONS

2.1 Maximum Funds. The Parties agree to amend Section 13.1.1 by making the following subsection (a) for the 2011 Renewal Term:

13.1.1 - 2011 Amended Renewal Term Funds. Subject to the requirements of the Agreement, and in consideration of full and satisfactory performance of the services and activities required under the Agreement during the 2011 Renewal Term, County and City shall provide funds not to exceed the following amounts for all Center obligations during the 2011 Renewal Term:

TYPE OF FUNDS:	ORIGINAL 2011 AMOUNT	AMENDED AMOUNT
(a) County (General Funds) (October 1, 2010 - September 30, 2011)	\$ <u>611,799.00</u>	no change
(b) City (through HHSD) (October 1, 2010 - September 30, 2011)	\$ <u>648,990.00</u>	no change
(c) Travis County Grant (FY '11 Grant Funds) (September 30, 2010 - September 29, 2011)	\$ <u>330,750.00</u> + <u>\$28,891.00</u>	<u>\$359,641.00</u>
(d) City (through Community Court) (October 1, 2010 - September 30, 2011)	\$ <u>310,000.00</u>	no change
TOTAL	\$ <u>1,901,539.00</u>	\$ <u>1,930,430.00</u>

4.2 Fiscal Year Limitation. The Parties agree that the Fiscal Year limitations as set forth in Section 13.1.2, as amended, remain unchanged.

2.2 MSO/Direct Services Split. The Parties agree that the split of funds set forth in Section 2.1(c), "Travis County Grant (FY '11 Grant Funds)" above will be as follows:

<u>Travis County FY '11 Grant Funds:</u>	
<u>MSO Fee:</u>	\$ 17,126.00
<u>Direct Services:</u>	<u>\$342,515.00</u>
<u>TOTAL:</u>	<u>\$359,641.00</u>

3.0 CLIENT SERVICES

3.1 The Parties agree that, under the terms of this Amendment, an additional four (4) unduplicated Eligible Clients will be referred by Parenting in Recovery for services to increase the total number of referrals by Parenting in Recovery from twenty (20) to twenty-four (24).

4.0 INCORPORATION

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

5.0 EFFECTIVE DATE

5.1 This Amendment shall be effective August 1, 2011, following approval by each Party's governing body and signature by an authorized representative of each Party.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe, Travis County Judge
Date: _____

CITY OF AUSTIN

BY: _____
Printed
Name: _____
Title: _____
Date: _____

**AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER
D.B.A. AUSTIN TRAVIS COUNTY INTEGRAL CARE**

BY: _____
Printed
Name: _____
Title: _____
Date: _____