

MODIFICATION OF CONTRACT NUMBER: 4400000372 – Substance Abuse Services4400000372 Mod 20
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ISSUED BY: Travis County Purchasing Office P.O. Box 1748 Austin, Texas 78767	PURCHASING AGENT ASST: David Walch TEL. NO: (512) 854-1181 FAX NO: (512) 854-9185	DATE PREPARED: January 29, 2016
ISSUED TO: Austin Travis County Integral Care 1430 Collier St. Austin, TX 78704 City of Austin PO Box 1088 Austin, Texas 78767	MODIFICATION NO.: 20	EXECUTED DATE OF ORIGINAL CONTRACT: January 1, 2006
ORIGINAL CONTRACT TERM DATES: January 1, 2006 – December 31, 2006 CURRENT TERM DATES: October 1, 2015 – September 30, 2016		

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: **\$ 1,507,151**Current Modified Amount **\$ 1,528,799.00**

DESCRIPTION OF CHANGES: The Contract is amended according to the terms of the attachment to this Modification ("Attachment"), all of which is made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms and conditions of the Contract, as amended.

SUMMARY:

1. The agreement is renewed and ratified for an additional twelve-month period from October 1, 2015 through September 30, 2016, per Paragraphs 1.1 Renewal Term, and 5.0 Incorporation. The Parties acknowledge and agree that the changes made in this 2016 Renewal will apply to the term beginning October 1, 2015.
2. The not to exceed agreement funds for this renewal period shall not exceed the following amounts:

(a) County (General Funds)	\$ 1,073,799.00
(b) County (Parenting in Recovery / Family Drug Treatment Court)	\$ 280,000.00
(c) City (Downtown Austin Community Court)	\$ 175,000.00
TOTAL	\$ 1,528,799.00

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Note to Vendor/City:

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

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

AUSTIN TRAVIS COUNTY INTEGRAL CARE

BY: 
SIGNATUREBY: **DAVID EVANS**
PRINT NAMETITLE: **CEO**
ITS DULY AUTHORIZED AGENT☐ DBA
☐ CORPORATION
☐ OTHERDATE: **2-17-16**

CITY OF AUSTIN, TEXAS

BY: 
SIGNATUREBY: **REY ARELLANO**
PRINT NAMETITLE: **ASSISTANT CITY MANAGER**
ITS DULY AUTHORIZED AGENT☐ DBA
☐ CORPORATION
☐ OTHERDATE: **3/2/16**

TRAVIS COUNTY, TEXAS

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

DATE:

TRAVIS COUNTY, TEXAS

BY: _____
SARAH ECKHARDT, TRAVIS COUNTY JUDGE

DATE:

**2016 RENEWAL AND AMENDMENT OF INTERLOCAL
COOPERATION AGREEMENT AMONG TRAVIS COUNTY, THE CITY OF
AUSTIN, AND AUSTIN TRAVIS COUNTY MENTAL HEALTH AND MENTAL
RETARDATION CENTER D/B/A AUSTIN TRAVIS COUNTY INTEGRAL
CARE FOR SUBSTANCE ABUSE TREATMENT AND RELATED
BEHAVIORAL HEALTHCARE AND SUPPORT SERVICES ("SAMSO")**

This 2016 Renewal and Amendment ("2016 Renewal and Amendment") of the Interlocal Cooperation Agreement for Substance Abuse Treatment and Related Behavioral Healthcare and Support Services ("SAMSO") ("Agreement") is entered into among 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" "Contractor" or "ATCIC"), the Local Mental Health and Intellectual and Developmental Disabilities 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.

RECITALS

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

WHEREAS, pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms continuing through the current term which began October 1, 2014, and continues through September 30, 2015 ("2015 Renewal Term"); and

WHEREAS, the Agreement provides for renewal and amendment of the Agreement by the written agreement of the Parties; and

WHEREAS, the County, City, and Center desire to renew the Agreement for an additional one-year term and 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 renew and amend the Agreement as follows:

1.0 GENERAL TERMS

1.1 **2016 Renewal Term.** The Parties acknowledge and agree that the changes made in this 2016 Renewal and Amendment will apply to the term beginning October 1, 2015, and terminating September 30, 2016 ("2016 Renewal Term").

2.0 FINANCIAL PROVISIONS

2.1 **Maximum Funds.** The Parties agree to amend Section 13.1.1 by adding the following subsection (a) applicable to the 2016 Renewal Term:

13.1.1(a) - 2016 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 2016 Renewal Term, County and City shall provide funds not to exceed the following amounts for all Center obligations during the 2016 Renewal Term:

<u>TYPE OF FUNDS:</u>		<u>Amount</u>
(a)	County (General Funds) (October 1, 2015 – September 30, 2016)	\$ 1,073,799.00
(b)	Travis County (Parenting in Recovery /Family Drug Treatment Court) (October 1, 2015 – September 30, 2016)	\$ 280,000.00
(c)	City (through Downtown Austin Community Court) <u>(October 1, 2015 – September 30, 2016)</u>	<u>\$ 175,000.00</u>
	TOTAL	\$ 1,528,799.00

2.2 MSO/Direct Services Split. The Parties agree that the split of funds set forth in Section 2.1 above will be as follows:

<u>FY '16 Homeless, High Risk Adults & Youth, Parenting in Recovery/Family Drug Treatment Court and Downtown Austin Community Court Target Populations</u>		
MSO Fee	(12% of direct services)	\$ 163,800.00
Direct Services		<u>\$1,364,999.00</u>
Total		<u>\$1,528,799.00</u>

The remainder of Section 13.1.1 remains the same.

3.0 ATTACHMENTS

3.1 Exhibits. The Parties agree that the exhibits listed below and attached to this 2016 Renewal and Amendment are hereby incorporated and shall be in effect for the 2016 Renewal Term.

Exhibit 1 – FY'16 Work Statement
Exhibit 2 – FY'16 Budget

The remainder of the Attachments remains the same. Unless modified pursuant to Section 3.0 of the Agreement, entitled "Amendments," all remaining Attachments to this Agreement will be in effect during the 2016 Renewal Term.

4.0 CENTER PERFORMANCE

4.1 Limitations. Unless otherwise specifically stated herein, the performances required under this Amendment are performable only during the 2016 Renewal Term, and performances required under any other Agreement Term(s) were performable only during the applicable Term. Performance requirements and payment amounts shall not carry over from one Agreement term to another.

4.2 Accessibility of Records. The Contractor and each of its subcontractors shall give the City access to and the right to examine all books, personnel files, accounts, records, reports, files, (including all client files) and other papers, things, or property belonging to or in use by the Contractor (or a subcontractor, as applicable) pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Contractor or subcontractor, as applicable, and in any event, not less than five (5) years after the expiration or termination of this Agreement. The Contractor agrees to maintain such records in an accessible location. The Contractor shall include the requirement of this section in all subcontracts, and all agreements or arrangements whereby services are secured in furtherance of the Contractor's performance of this Agreement. If the Contractor asserts that it cannot legally provide the City with access to client identifying information, the Contractor shall provide the City with citation to the law which prohibits disclosure of client information. Upon request by the City, the Contractor agrees to supply information, reports, and any other documents used to evaluate and provide services to DACC clients in the time requested. The Contractor also agrees to mask client identifying information in a way that will not obstruct the City's monitoring or audit activities.

4.3 Performance and Financial Terms. The Contractor shall submit invoices on or before the 20th of the month and any required performance or reporting measures to the City on or before the 25th of the month for services provided during the preceding month. The City may withhold payment otherwise due under this Agreement due to late or incomplete reports due to DACC under this Agreement. If City withholds such payments, it shall promptly notify Contractor in writing of its decision and the reasons for the decision. Contractor shall have the opportunity to submit a response, which may include supporting documentation, within ten (10) business days after it receives the City's notice of withholding payment. Payments withheld pursuant to this paragraph may be held by the City until the City receives the delinquent reports and/or correct, complete invoices that are the basis for the withholding are received. An invoice is not considered submitted, and City shall have no obligation to pay any invoice, until it is accurate and complete.

4.3.1 The City shall not be liable to the Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by the Contractor which were: a) incurred prior to the effective date of this Agreement or b) not billed to the City within 60 calendar days following termination date of this Agreement.

4.3.2 DACC may require this Contractor to complete, submit, utilize, adhere to, and/or comply with the following documents and forms: Additional Authorized Signature Designation, Monthly Performance Reporting and Reporting Measures, Reports Delivery Schedule, Payment Request, Expenditure Report, Satisfaction Survey, Client Compliant Form, Fund Shift, Plan Change, Inventory Report, Admission Outcome/Discharge Outcome, Monthly Programmatic Calendar, Budget, Board Certification of Audit, Corrective Action Plan, Meeting and Monitoring Schedule, Budget Narrative, Administrative and Fiscal Review (AFR) and other DACC documents provided by the City Contract Manager.

4.4 Community Planning. The Contractor may be required to attend stakeholder meetings upon advanced notice from the City to relay information regarding their services.

5.0 INCORPORATION

County, City, and Center hereby incorporate this 2016 Renewal and Amendment into the Agreement. Except for the changes made in this 2016 Renewal and 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 both constitutes the entire agreement between the Parties with respect to the subject matter described herein, and supersedes any prior undertaking or written or oral agreements or representations between the Parties, with regard to substance abuse and behavioral healthcare.

6.0 Designation of Contract Managers.

The City's Contract Manager is Ricardo Zavala, or his successor(s), and shall be responsible for oversight and monitoring of Contractor's performance. The City's Contract Manager:

- may meet with the Contractor to discuss any operational issues or the status of the services or work to be performed,
- is the main point of contact for this Agreement. Contractor must submit all communications in regards to this Agreement directly to the Contract Manager but the Contractor may contact the Department Director if resolution is not accomplished regarding Agreement issues,
- shall promptly review all written reports submitted by the Contractor, determine whether the reports comply with the terms of this Agreement, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information; and
- has the authority to approve or deny any submitted reports, invoices or Contractor documents to ensure all aspects are fulfilled in accordance to this Agreement,

The Contractor's Contract Manager is Louise Lynch, or her successor(s), who shall represent the Contractor with regard to performance of this Agreement and shall be the designated point of contact for the City's Contract Manager.

7.0 EFFECTIVE DATE

This Amendment shall be effective October 1, 2015, following approval by each Party's governing body, to the extent such approval is required, and signature by an authorized representative of each Party.

TRAVIS COUNTY

BY: _____
Sarah Eckhardt
Travis County Judge
Date: _____

CITY OF AUSTIN

BY: 
Authorized Representative

Printed

Name: REY ARELLANO

Title: ASSISTANT CITY MANAGER

Date: 3/2/14

AUSTIN TRAVIS COUNTY INTEGRAL CARE

BY: 
Authorized Representative

Printed

Name: DAVID EVANS

Title: CEO

Date: 2.17.16

Exhibit 1

FY'16 WORK STATEMENT

October 1, 2015– September 30, 2016

SUBSTANCE ABUSE MSO

I. BACKGROUND

A. History

The Interlocal Agreement for Substance Abuse MSO among the City of Austin, Travis County, and Austin-Travis County Mental Health and Mental Retardation Center d/b/a Austin Travis County Integral Care (ATCIC) originated in 1999. The City and County developed the Interlocal Agreement in order to contract for substance abuse treatment services utilizing a Managed Services Organization (MSO) approach. The purpose of this new approach is to better coordinate and standardize substance abuse treatment services for the community and to designate the target populations to be served, eligibility criteria, services to be covered, and expected outcomes according to those standards and requirements set forth in this Agreement. Under this Agreement, ATCIC provides specific services as the MSO in order to prevent duplication of administrative services and promote a continuum of care for clients. This Agreement also facilitates the coordination of City and County funded services with state funded services in order to maximize leveraging of all available funds.

As the local authority for mental health and intellectual/developmental disabilities services with extensive experience in this area, ATCIC serves as the MSO under this Agreement. In the model established under this Agreement, individuals (each an “Eligible Client” and, collectively, “Eligible Clients”) are authorized and then served by organizations in the network that provide the assessment and treatment of Eligible Clients (the “Network”). In addition, the following MSO functions are provided: Credentialing, Gate Functions, Utilization Management, Quality Management, Management Information Systems, Financial Management, Administration/Contract Management, and Network Development and Management as set forth in this Agreement and specified by City and County. The “Department” refers to the City/County throughout this work statement. For this 2016 Renewal Term, the City of Austin will be represented by Downtown Austin Community Court (“DACC”) and the County will be represented by Health and Human Services and Veterans Service and these two entities will constitute, collectively, the Department for the purposes of this Agreement.

B. Experience as Managed Services Organization

ATCIC is the local authority for mental health and intellectual/developmental disabilities services for Travis County. It was established in late 1965 and began operations in 1967 pursuant to the laws of the State of Texas, regulations of the Department of State Health Services (known then as the Texas Department of Mental Health and Mental Retardation), and the articles of organization approved by its sponsoring agencies. ATCIC's local sponsoring agencies are the City of Austin, Travis County and the Travis County Healthcare District.

ATCIC's relevant experience includes the development of a full array of managed care functions that matches the appropriate level of service to the adult's or child's needs: access, utilization management, credentialing, ombudsman, contract management, quality management, Network

development, management information systems, and claims billing. The array of managed care tools is in place with adult and children's mental health and substance abuse services that are provided internally or through contract with external providers.

II. IDENTIFICATION OF INDIVIDUALS TO RECEIVE SERVICES

A. Individual Eligibility Criteria

ATCIC is responsible for determining the eligibility of clients receiving services under this Agreement. All eligibility criteria listed below must be met prior to services being rendered under this Agreement:

- Individual has a household income of less than 200% of the federal income poverty guidelines (as updated annually by the U.S. Department of Health and Human Services) that are applicable to a household with the same number of persons as his/her household;
- Individual is a resident of the City of Austin and/or Travis County, which is determined by his/her stated intention to remain in the City of Austin and/or Travis County for an indefinite period;
- Individual meets criteria as a member of one of the designated target populations for this Agreement (as described below and/or as approved in writing by the Department); and
- Initial clinical assessment concludes that the individual needs and is clinically appropriate for services offered under this Agreement; which includes those individuals with substance use/abuse and/or a substance use disorder and/or those who are dually diagnosed with substance use disorder and mental illness.

B. Target Populations

The specific target populations (Eligible Clients) for receipt of Services are:

- Adults (eighteen (18) years and older) who are categorized either literally or marginally homeless (see definition page);
- Adults (eighteen (18) years and older) considered high-risk, substance abusing and/or those diagnosed with substance use disorder, and who meet one or more of the criteria below:
 - a. are at-risk for contracting HIV or are already HIV-infected;
 - b. are pregnant (relates to women only);
 - c. have dependent children for whom they are a primary caretaker;
 - d. are attempting to regain custody of their children;
 - e. have a history of abuse or neglect of their children;
 - f. have a criminal history;
 - g. have contributing/complicating health and/or mental health problems/diagnoses;
 - h. have a history of physical, sexual or emotional abuse;
 - i. lack health-promoting social support systems;
 - j. are dependent on public assistance;
 - k. are unemployed or have an unstable and/or limited employment history/experience; or
 - l. reside in a disorganized, drug-infested and high crime neighborhood/environment;
- Individuals (ages seventeen (17) and older) referred by DACC;
- Individuals (age seventeen (17) and older) referred by Parenting in Recovery/Family Drug Treatment Court("PIR/FDTC"); or

- Youth (ages ten (10) to seventeen (17)) considered high-risk, substance abusing and/or those diagnosed with substance abuse disorder.
- During the course of the 2016 Renewal Term, it may be necessary and/or appropriate for additional target population(s) to be served under this Agreement. ATCIC, as the MSO, may identify additional needs, gaps or underserved populations in the community. In such cases, the MSO must submit a written request to Travis County with necessary supporting data/documentation regarding the need for any additional target population which will be reviewed and either approved or denied within ten (10) business days by the Travis County contract program lead.

C. Referral Process

The specific referral processes for each target population are:

- Adults (eighteen (18) years and older) who are categorized either literally or marginally homeless (see definition page): Referrals for this population will come from community service providers under the SAMSO provider Network, community social service agencies and programs especially those serving the homeless; criminal justice (jails, probation, courts); and State and local agencies such as Department of Family and Protective Services; DSHS Outreach, Screening, and Referral programs and utilization management, and self-referrals;
- Adults (eighteen (18) years and older) considered high-risk, substance abusing and/or those diagnosed with substance use disorder: Referrals for this population will come from community service providers under the SAMSO provider Network;
- Youth (ages ten (10) to seventeen (17)) considered high-risk, substance abusing and/or those diagnosed with substance use disorder: Referrals for this population will come from community service providers under the SAMSO provider Network, community social service agencies and programs especially those serving the homeless; criminal justice (jails, probation, courts); and State and local agencies such as Department of Family and Protective Services; DSHS Outreach, Screening, and Referral programs and Travis County Juvenile Probation Department, utilization management, and self-referrals;
- Individuals (ages seventeen (17) and older) referred by DACC: Referrals for this population will come directly from DACC staff; or
- Individuals (ages seventeen (17) and older) referred by PIR/FDTC: Referrals for this population will come directly from PIR/FDTC staff.

III. SERVICE CONTINUUM FOR TARGET POPULATION

A. Target Populations

- Adults who are literally or marginally homeless;
- Adults considered high-risk, substance abusing and/or those diagnosed with substance use disorder;
- Youth considered high-risk, substance abusing and/or those diagnosed with substance use disorder;
- Individuals referred by DACC; or
- Individuals referred by PIR/FDTC.

B. Service Continuum

Treatment Services:

- Intake/Assessment/Referral – A comprehensive, clinical substance abuse assessment will be required for all potential Eligible Clients and can be conducted by any provider in the service Network based on the potential Eligible Client's entry point into the system and his/her level of need for Services. Mental health assessments will also be completed as indicated by the individual client history and presenting problems.
- Observation Service – A per diem service which provides continuous assessment, medical evaluation, and treatment of withdrawal for persons who are intoxicated by alcohol and/or other substances, who are suffering from mild to moderate withdrawal, coupled with situational crisis, or who are unable to abstain with an absence of past withdrawal complications. Individual's receiving Observation Services are medically assessed at a minimum of every four (4) hours by a nurse and receive mental status checks throughout the day. Periodic determinations are made as to the indicated level of care and the patient could be transferred to detox status if a detox protocol is indicated by withdrawal symptoms measured by Clinical Opiate Withdrawal Scale (COWS) and Clinical Institute Withdrawal Assessment for Alcohol, Revised (CIWA-AR) scores. The standard authorization for Observation Services is for a maximum of three (3) days. Additional days may be authorized on a day by day basis with prior approval from County.
- Detoxification – As defined by the Department of State Health Services (DSHS), detoxification is chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in a client's body, manage withdrawal symptoms, and encourage the client to seek ongoing treatment for chemical dependency. These services shall be provided as necessary for each individual Eligible Client and in compliance with Facility Licensure Rules for Level I Treatment Services as defined by DSHS.
- Detox Evaluation Management Services – 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).
- Residential Treatment – This may include Level II and/or Level III residential treatment services as defined and licensed by DSHS. Residential services require Eligible Clients to reside (sleep overnight) at the facility for a specified period of time while undergoing chemical dependency treatment. For Level II services, an average of twenty (20) hours of structured activities per week are provided to each Eligible Client, including three (3) hours of chemical dependency counseling (including at least one (1) hour of individual counseling), fourteen (14) hours of additional counseling, chemical dependency education, or life skills training, and three hours of structured social and/or recreational activities. For Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two (2) hours of chemical dependency counseling (with at least one hour of individual counseling every two (2) weeks) and eight (8) hours of additional counseling, chemical dependency education, or life skills training.
- Residential treatment services will also include "Specialized Female Services," which are residential treatment services for the women and their dependent children. In Level II (specialized treatment services of up to ninety (90) days, based on Eligible Client needs),

the children live with their mother in the treatment facility and the treatment programming includes components for increasing the mother's parenting knowledge, skills, resources as well as treatment planning and treatment-related services specifically for the children.

- Day Treatment Services – These are intensive outpatient treatment services provided for approximately five (5) hours per day, for a total of at least twenty (20) hours of services per week provided to each Eligible Client. The Eligible Client does not reside at the treatment facility. Day treatment services for dually diagnosed Eligible Clients will be required as part of the continuum of services (per Utilization Management (UM) criteria and determination of client need) but will not be considered a reimbursable cost under this Agreement. (Note: ATCIC, as the MSO, is not eligible for reimbursement under this Agreement for direct services provided to Eligible Clients.)
- Outpatient and Continuing Care/Aftercare Services – These Level III and IV services usually include individual and/or group counseling services and the continuation of transitioning the Eligible Client into other community-based support systems (such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.). These services are provided for a specified time period while the Eligible Client continues to work and/or reside in a stable living environment. Per DSHS rules, Level III services include the provision of an average of ten (10) hours of structured activities per week to each Eligible Client, including at least two (2) hours of chemical dependency counseling (with at least one (1) hour of individual counseling every two (2) weeks) and eight (8) hours of additional counseling, chemical dependency education, or life skills training. Per DSHS rules, Level IV treatment services provide an average of two (2) hours of structured activities per week for each Eligible Client, including at least one (1) hour of chemical dependency counseling and one (1) hour of additional counseling, life skills training, or chemical dependency education.
- Medication-Assisted Treatment (MAT) – MAT is the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of substance use disorders. The service includes payment for the medication and for the prescriber services.
- Psychosocial Services – motivational interviewing, motivational enhancement therapy, cognitive behavior therapy, structured family therapy, contingency management, community reinforcement therapy or 12-step facilitation, provided as part of a person-centered treatment plan

Maintenance Services (Recovery Supports):

To access these services a case manager must be identified and engaged with the Eligible Client prior to service authorization as is currently available with both DACC and PIR/FDTC or independent case management. The case manager must, after consulting with their Eligible Client, make the request for recovery support to the MSO.

Peer Recovery Supports are a set of non-clinical, peer-based activities that engage, educate and support an individual successfully to make life changes necessary to recover from disabling mental illness and/or substance use disorder conditions. The activities that comprise this service are education, coaching and linkage to other non-paid community supports.

- Case Management and Support Services – The role of the case manager is to guide an individual through the recovery system, helping him or her access the services they need when they need them. Case management for Eligible Clients will involve following the

Eligible Client throughout the service continuum and providing the case management activities at the earliest point possible in the Eligible Client's treatment process.

- Transitional Housing Services (sober living homes) – Housing provided for an Eligible Client; an Eligible client and their children not to exceed three (3) months, except in the event that an extension is granted, for the purpose of moving the Eligible Client towards greater self-sufficiency during concurrent engagement in aftercare services.
- Mental Health Services
 - Psychiatric assessment and maintenance appointments
 - Individual, group or family therapy
 - Crisis Counseling
 - Medication Management
- Flexible Community Support Services
 - Peer Recovery Coaching
 - Case Management
 - Therapeutic Parent Coaching
- Basic Needs
 - Transportation
 - Emergency Food
 - Clothing
 - Utilities
 - Housing Assistance
 - Identification Documents
 - Hygiene items
 - Household supplies and furniture
 - Medical Purchases

IV. Required Functions of the Managed Service Organization (MSO)

Under this Agreement, ATCIC will be responsible for the provision of the following activities related to the MSO functions. All MSO services listed will be provided by ATCIC during the 2016 Renewal Term.

- Network Development and Management. This MSO function includes an ongoing assessment of the needs of the Eligible Client, accessibility of services, and quality of services provided. This function also includes provider training, technical assistance, and monitoring of the current service providers and identification of new service providers as necessary to meet the specific service requirements of City and County under this Agreement. ATCIC as the MSO is also responsible for marketing efforts for the service Network to ensure all community-based service organizations in the Austin/Travis County community are adequately informed of the MSO and the substance abuse treatment Network, and of the target populations to be served under this Agreement. ATCIC will ensure that the providers on the Network do not exclude an Eligible Client based on any of the following:
 - Eligible Client's past or present mental illness;
 - Medications prescribed to the Eligible Client in the past or present;
 - Presumption of the Eligible Client's inability to benefit from treatment;
 - Eligible Client's level of success in prior treatment episodes; or
 - Eligible Clients with Co-Occurring Psychiatric and Substance Use Disorders.

ATCIC may use a Request for Proposals (RFP), Request for Application (RFA) or other appropriate process which provides adequate competition as required by law to

select providers to provide, expand capacity and/or fill gaps in services as necessary for this Agreement.

- Credentialing. The credentialing process shall ensure that the Network is comprised of providers and organizations that are qualified to provide Services in compliance with National Committee for Quality Assurance (NCQA) or Joint Commission standards. Established standards will be consistently used in the appointment and reappointment of providers throughout the term of this Agreement. Examples of activities included under this function are: primary source verification for facility licensure; verification of staff licensure, education and professional liability insurance coverage; and checks on providers' and organizations' claims histories.
- Administration/Contract Management. Specific procedures have been implemented by ATCIC which define the processes for development, negotiation, and execution of service provider contracts. All contracts are reviewed to ensure a balance of choice, access and quality at a reasonable cost. An emergency contract or request for funds process may be initiated when a service is not available through the Network or when a particular provider is not currently contracted for the service requested. The emergency contract or request for funds process is processed through UM/contracts coordinator who completes emergency contract. The emergency contract is specific to the needs of an individual consumer and is time limited.
- Negotiating Service Rates. ATCIC is responsible for negotiating service rates and can recommend an increase in these rates. The Department will be informed of such requests and must provide final approval on any rate increases. The Department will render their decision regarding the rate change in writing to ATCIC within 10 days of receiving the proposal from ATCIC. These requests by ATCIC must be fully negotiated with the provider and submitted to the Department for approval in a timely manner such that Department approval might be reasonably obtained prior to the effective date of the rate requested. In any case, rate changes in this 2016 Renewal Term will not be considered approved or authorized without specific written approval/authorization by the Department.
- "Gate" Functions (Single Point of Entry). ATCIC is responsible for determining whether a potential Eligible Client meets the Eligibility Criteria. City and County may periodically review and/or monitor ATCIC's compliance with the Eligibility Criteria, as requested by City and County. The goal of the gate function is to ensure that Eligible Clients are given appropriate and adequate choices (as available) of providers. Management of referrals will be timely, geared to the acuity of the Eligible Client's needs, and geographically appropriate, as determined by City and County. ATCIC will provide eligibility determination and service authorization to City and County through the UM department of ATCIC. All pertinent data will be entered in ATCIC's MSO managed care software.
- Utilization Management (UM). ATCIC shall, through its UM activities, strive to ensure that all Eligible Clients are given equal access to Services, at the least restrictive and most appropriate level of care to maintain optimum functioning for the individual Eligible Client. The UM process matches the Eligible Client's need to appropriate site of service and supports and assists in the development of a focused, goal-oriented plan of care. Utilization data will be reviewed by ATCIC and the service provider Network at least quarterly (or more often, if requested by City and/or County) to assess trends and identify areas needing improvement.

- **Quality Management (QM).** Compiles and reports service outputs and outcomes on a variety of indicators that include but are not limited to, satisfaction, number of Eligible Clients served, continuity of care, consumer re-admission rates, encounters, fund balance, performance monitoring, training, and reports. QM also monitors sentinel events and works with providers using a continuous quality improvement approach to ensure quality services are provided to Eligible Clients.
- **Management Information Systems.** ATCIC will maintain a management information system that will contain information necessary to ensure the appropriate management of the Network. This information will be available to the Department to review at their request.
- **Financial Management.** ATCIC will use commercially reasonable efforts to utilize its Financial Management processes to ensure that claims are paid in a timely manner and at the appropriate rates. All claims received shall be reviewed for specific information to verify that the claim is valid. Claims with inaccuracies will be returned to the provider for correction. A record of inaccurate claims will be logged. ATCIC will assist providers with rate development with all rates subject to Department approval; said approval or denial will be provided by the Department within ten (10) business days of submission by ATCIC.

V. Other Contract Requirements

DACC and PIR/FDTC

- New services required by DACC and/or PIR/FDTC during the 2016 Renewal Term may be added to the slate of authorized, reimbursable costs under this Agreement contingent upon specific, written approval of the Department.
- Annual Maximum Benefit. Annual maximum benefit per Eligible Client is determined by referral from DACC and PIR/FDTC.

MSO Functions

- In order to maximize the use of local funds, City and County will be the “payer of last resort” for services received by Eligible Clients under this Agreement; County funds, when feasible, can be combined with other financial resources to maximize resource allocation
- Annual Maximum Benefit for an Eligible Client is determined by ATCIC’s Utilization Management (UM) unit in consultation with the MSO service provider and the eligible client. An Eligible Client can have multiple treatment and/or maintenance services in a contract year. An Eligible Client and/or service provider may appeal a denial by ATCIC for multiple treatment and maintenance options. ATCIC will follow their standard appeal process for service denial but will include a representative from the Department in the decision-making process on any formal appeal.
- ATCIC shall be responsible for defining minimal performance standards for existing providers to ensure the provider has the necessary administrative and programmatic infrastructure to expand their service array or service population. These criteria may include: past performance, ATCIC monitoring results, Department monitoring results, independent audit findings, and any other information deemed relevant to the provider’s administrative and programmatic performance and capacity.

Treatment and Maintenance Services

- The MSO through the provider Network will link Eligible Clients to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive “follow-along” services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, employment/training, child care, and other service needs of this target population. The MSO through the provider Network will strive to link the Eligible Client with existing case management services through community social service agencies.
- Expenses incurred for assessments conducted at the DACC facility by the contracted providers are eligible for reimbursement when requested by DACC staff.
- Eligible Clients who are homeless adults shall receive residential detoxification services. Non-residential detoxification services for Eligible Clients who are homeless adults will be allowed under this Agreement only if ATCIC verifies and documents that the Eligible Client has a safe and drug/alcohol free environment to stay in during the course of his/her treatment.

Reporting Requirements

- Complete the DACC/COA monthly performance measure report by date specified below:
- Update Monthly Performance Report-by the 25th of each month for services provided in the previous month.
- Satisfaction Surveys from any Eligible Client who has completed a level of treatment or exited program by 30th of each month for services provided in the previous month
- Payment Request Billing with Eligible Client/DACC Case Manager backup documents- by the 20th of the month for services provided in the previous month
- Complete the Travis County SAMSO FY 2016 Performance Report on a quarterly basis.
- Maintain a current Performance Measure Definition Tool that accurately reflects ATCIC data collection, interpretation and reporting methods.
- Semi-annually provide to the County, DACC and PIR/FDTC a SAMSO Network provider directory. The directory should include the name, location, contact person of each provider; the services rendered by each Network provider; and the specific eligibility criteria of each Network provider.
- Quarterly in the Travis County SAMSO Performance Report on specific MSO functions report:
 - Number of SAMSO provider applications received in a contract year;
 - Number of SAMSO providers credentialed by service type (treatment and maintenance services);
 - Number of SAMSO providers contracted by service type (treatment and maintenance services);
 - Number of treatment and maintenance service requests denied by ATCIC in a contract year;
 - Number of service denial appeals and the outcomes; and
 - Any barriers to successfully accessing services under this Agreement.

Definitions

1. “Literally homeless” persons include individuals age eighteen (18) years and older who have a primary nighttime residence that is:
 - a. a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including emergency shelter, congregate shelter, and transitional housing); or
 - b. a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings including, but not limited to abandoned or empty buildings, makeshift “camps” on the streets, in greenbelts or parks, park benches, in cars or other vehicles, at bus or train stations or airport terminals, in movie theaters, etc.
2. “Marginally homeless” persons include men and women age eighteen (18) years and older:
 - a. who lack a fixed, regular and adequate nighttime residence; [This includes persons “doubled-up” in unstable situations (e.g. living temporarily with other family members or friends)];
 - b. whose primary nighttime residence is an institution that provides a temporary residency for individuals intended to be institutionalized, e.g., a mental health hospital; [Note: This does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.]; or
 - c. At imminent risk of becoming homeless, for example:
 - i. A person being discharged within one week from an institution in which the person has been a resident for more than thirty (30) consecutive days (detox centers, mental health hospitals, prisons, jails) and no subsequent residence has been identified and he/she lacks the resources and support networks necessary to obtain housing; or
 - ii. A person at imminent risk of homelessness because he/she faces eviction within one week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.
 - d. “Marginally homeless” does not include persons who live in substandard housing.
3. “Adult” refers to an individual who is eighteen (18) years or older.
4. “Youth” refers to an individual who is age ten (10) to seventeen (17).
5. “Peer Recovery Support Specialist” is certified and has demonstrated progress in his/her own recovery from alcohol, other substance use or mental illness and is willing to self-identify as a peer and work to assist other individuals with chemical dependency issues. Peer Recovery Support Specialist performs tasks that may include assisting his/her peers in articulating their goals for recovery, learning and practicing new skills, helping his/her peers monitor their progress, assisting them in their treatment, modeling effective coping techniques and self-help strategies based on the Peer Recovery Support Specialist's own recovery experience, and supporting his/her peers in advocating for themselves to obtain effective services.
6. “Prevention Services” are services and supports delivered prior to the onset of a disorder, these interventions are intended to prevent or reduce the risk of developing a behavioral health problem.
 - a. Individual; Group; Family services with a defined and supported curriculum to prevent or reduce the risk of developing a behavioral health problem – specifically substance abuse and/or substance disorder.

7. "Treatment Services" are for people diagnosed with a substance use or other behavioral health disorder and include:
 - a. Assessments/Observation
 - b. Psychiatric Services
 - c. Intensive Outpatient Services
 - d. Day treatment Services
 - e. Inpatient Services
 - i. Detox
 - ii. Residential Services (twenty-eight (28) days through ninety (90) days or other clinically recommended length of stay)
 - iii. Residential Services – Specialized Female Services (Mother in treatment with her dependent children e.g. Austin Family House)
 - iv. Residential Services – Youth (twenty-eight (28) days – or other clinically recommended length of stay)
8. Maintenance Services (Recovery Supports) support individuals' compliance with long-term treatment and aftercare. Recovery is a process of change whereby individuals work to improve their own health and wellness and to live a meaningful life in a community of their choice while striving to achieve their full potential. To achieve this goal Eligible Clients will have access to an array of services that promote recovery.
9. Transitional Living (Sober Housing) are communal, residential homes that provide a structured living situation for people who are in recovery from a substance abuse disorder.
10. Case Management and Support Services – As defined by DSHS, case management involves services provided by a staff person which include: 1) linking an Eligible Client with needed services; 2) helping an Eligible Client develop skills to use basic community resources and services; and 3) monitoring and coordinating the services received by an Eligible Client. These services provide a critical linkage between each aspect of the individual's recovery. The role of the case manager is to guide an individual through the recovery system, helping him or her access the Services they need when they need them. Case management for Eligible Clients will involve following the Eligible Client throughout the service continuum and providing the case management activities described above at each step and from the earliest point possible in the Eligible Client's treatment process.

Exhibit 2

FY'16 BUDGET

October 1, 2015 - September 30, 2016

SUBSTANCE ABUSE MSO

Budget Funding Sources and Distribution

FUNDING SOURCES:

CITY OF AUSTIN (Downtown Austin Community Court)	\$ 175,000.00
TRAVIS COUNTY (General Fund)	\$ 1,073,799.00
TRAVIS COUNTY (Parenting in Recovery/Family Drug Treatment Court)	\$ 280,000.00
TOTAL FUNDS	\$ 1,528,799.00

DISTRIBUTION:

- I. Homeless, High Risk Adults & Youth, Parenting in Recovery/Family Drug Treatment Court and Downtown Austin Community Court Target Populations**
- | | |
|--------------|-------------------------------|
| MSO Fee..... | 12% of direct service amount |
| Maximum..... | \$163,800 (12% x \$1,364,999) |

DIRECT SERVICES (through Providers)

Maximum:\$1,364,999

(ATCIC will calculate the MSO Fee as .12 of the amount billed for this funding source's direct services each month during the FY'16 Renewal Term. ATCIC will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

Youth Services. \$75,000 of Travis County's \$1,353,799 can be used for youth services, as described in Section III.B of the FY'16 Renewal Term Work Statement, "Service Continuum."

1. Maximum Total Contract Funds – FY'16 Renewal Term

A total amount of \$1,528,799 ("Contract Funds") is available during the FY'16 Renewal Term (October 1, 2015 – September 30, 2016). All payments are contingent upon ATCIC's continuing compliance with Agreement terms, including submission of required reports and supporting documentation.

a. Contract Funds – Network Service Providers

Network Providers. ATCIC will negotiate contracts with fee-for-service rates with each of the community-based Network service providers for the FY'16 Renewal Term. Costs of Services provided by those providers will be paid for by ATCIC using grant and non-grant Direct Service Contract Funds in an amount not to exceed the amount shown above in the FY'16 Budget for Contract Funds (up to \$1,528,799). ATCIC agrees that payments to the Network service providers will be based upon the satisfactory provision of Services in accordance with applicable term of this Agreement, including the Work Statement. All such contracts shall provide for monitoring and audit of

submitted claims and contract compliance by City and County for services funded by Contract Funds.

Request for Payment and Status of Funds

Request for Payment:

Per the terms and conditions of the Agreement, ATCIC will file a complete and correct (as reasonably determined by City and County) request for Payment and Status of Funds Report ("Request for Payment") with the Department within twenty (20) days of the end of each month in which treatment services were delivered to Eligible Clients. The Request for Payment will itemize, in detail and per Department specifications, Services provided to Eligible Clients and associated costs. The Request for Payment will distinguish clients served according to the target populations listed in the chart below.

Target Population Obligations:

During the FY'16 Renewal Term, ATCIC will provide documentation with each monthly Request for Payment showing the amount expended for Services provided as a direct service to each target population. ATCIC will cooperate with Department throughout the FY'16 Renewal Term in allocating City and County Contract Funds for designated target populations, as required by City and County.

b. Fee-for-Service Rates

Provider Rates: During the FY'16 Renewal Term, all service providers will be reimbursed (for Services delivered to Eligible Clients from October 1, 2015, through September 30, 2016) on a fee-for-service payment arrangement, based on approved claims for Services delivered to Eligible Clients under the Agreement. As of October 1, 2015, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved in writing by the Department and ATCIC. Rates may need to be adjusted at times, contingent upon written approval of the Department, based on market and cost factors and as recommended by ATCIC and approved in advance by Department.

Rate Setting: With respect to rate-setting in general under the Agreement, ATCIC will assist providers with rate development with all rates subject to prior Department approval. ATCIC will submit all rate requests (e.g. for new Services, new providers, and/or rate changes) to the Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by ATCIC must be fully negotiated with the provider and submitted to the Department for approval in a timely manner so that Department has sufficient time to review the request and determine whether or not it will be approved.

Youth Services: ATCIC can use \$75,000 in Contract Funds provided by Travis County for substance abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment

Center, The Children's Partnership, and the Deferred Prosecution Unit of Travis County Juvenile Probation Department.

c. Service Estimates and Network Expansion

Service Estimates: A budgeted minimum estimate of Contract Funds to be provided for direct services funding to each Target Population for the FY'16 Renewal Term is shown below. ATCIC will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting, and will notify the Department in writing within 30 days of making any such adjustment. Department may, at any time, request a review of such adjustments, and ATCIC will work with Department if Department determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional Services from current Network providers and, contingent upon prior Department approval, for exceptional referrals for needed Services outside the Network and/or for purchasing Services from providers not yet recruited into the Network.

Initial Budgeted Minimum Direct Service Level Estimates for FY'16

Target Population	Amount
Homeless/At Risk Adults	\$888,749
DACC	\$156,250
Youth Treatment Services	\$66,000
Incentives for Eligible Clients Follow-up Surveys	\$4,000
PIR/FDTC	\$250,000
TOTAL	\$1,364,999

NOTE: The "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by ATCIC during the FY'16 Renewal Term, as approved by

City and County, in order to maximize access to appropriate services for Eligible Clients to be served under the Agreement during the FY'16 Renewal Term.

Network Expansion: The need for service Network expansion will be evaluated by ATCIC on an ongoing basis in order to ensure adequate service capacity, access to Services, and availability of the continuum of Services required by City and County for Eligible Clients under the Agreement. If ATCIC determines that a service expansion is required during the FY'16 Renewal Term, ATCIC will promptly submit written recommendations to the Department and obtain Department approval in writing at least thirty (30) days prior to proposed effective date of the expansion.