



**Amendment No. 2
to the
Interlocal Cooperation Agreement
No. MA 4600 NI190000009
between
The City of Austin
and
Austin-Travis County Integral Care
for
Expanded Mobile Crisis Outreach Team Services**

1.0 This second amendment (Amendment No. 2) to the Interlocal Agreement ("Agreement") is made by and between the City of Austin ("City"), a Texas home-rule municipal corporation and Austin-Travis County Integral Care ("Grantee"). The parties agree as follows:

2.0 The total Agreement amount is unchanged. The total Agreement authorization is recapped below:

Term		Agreement Change Amount	Total Agreement Amount
Initial Term:	(Oct. 1, 2018 – Sept. 30, 2019)	n/a	\$1,147,229
Amendment No. 1:	Delete and Replace Exhibit C	\$0.00	\$1,147,229
Amendment No. 2:	Add Renewal Options; Exercise Renewal Option #1 (Oct. 1, 2019 – Sept. 30, 2020)	\$1,749,229	\$2,896,458

3.0 The Agreement is hereby amended to add the following:

3.1 2.1.3 The Agreement may be extended upon expiration of the original TWELVE (12) month period for up to FOUR (4) additional TWELVE (12) month periods, subject to the approval of the Grantee and the City Purchasing Officer or their designee.

3.2 4.1.2 The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the FOUR (4) additional TWELVE (12) month extension options shall not exceed the amount approved by the City Council, which is ONE MILLION SEVEN HUNDRED FORTY-NINE THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$1,749,229) for the first TWELVE (12) month extension option and ONE MILLION NINE HUNDRED FIFTEEN THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS

(\$1,915,229) for the remaining TWELVE (12) month extension options, for a total Agreement amount of EIGHT MILLION SIX HUNDRED FORTY-TWO THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS (\$8,642,145). Continuation of the Agreement beyond the initial TWLEVE (12) months is specifically contingent upon the availability and allocation of funding by City Council.

- 4.0 The Agreement is hereby amended as follows:
- 4.1 Exhibit A – Program Work Statement is deleted in its entirety and replaced with the attached version.
 - 4.2 Exhibit B – Program Budget and Budget Narrative is deleted in its entirety and replaced with the attached version.
 - 4.3 Exhibit C – Program Performance Measures is deleted in its entirety and replaced with the attached version.
- 5.0 MBE/WBE goals were not established for this agreement.
- 6.0 By signing this Amendment the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.0 All other terms and conditions remain the same.

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

CONTRACTOR

Signature:



David Evans, Chief Executive Officer
Austin Travis County Integral Care
P.O. Box 3548
Austin, TX 78764-3548

1/6/20

Date

CITY OF AUSTIN

Signature:



Rey Arellano, Assistant City Manager
City of Austin
P.O. Box 1088
Austin, TX 78767

01/13/2020

Date

Exhibits:

Exhibit A – Program Work Statement
Exhibit B – Program Budget and Budget Narrative
Exhibit C – Program Performance Measures

Program Work Statement

Exhibit A

Agency Name: Integral Care
Program Name: Expanded Mobile Crisis Outreach Team (EMCOT)
Contract Period: October 1, 2019 – September 30, 2020

In the spaces immediately following each numbered item below, clearly address the corresponding question or issue described below. Your completed Work Statement form should not exceed three (3) pages total. Please be as concise as possible when providing the information requested. Do not include information about agency history, past performance, accolades received, or needs of the client population.

1. What are the goals and objectives of the program?

EMCOT provides an appropriate first response team for mental health crises in partnership with the City of Austin and Travis County first responders to divert jail bookings and emergency department (ED) admissions, and provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to Integral Care services or other appropriate care. The team also follows up with individuals to offer treatment and access to services through Integral Care.

Through new Fiscal Year 2020 funding, EMCOT will a) work with first responders to use telehealth to further maximize rapid access to crisis screening for individuals experiencing a mental health crisis and b) integrate EMCOT staff directly on the 911 dispatch call floor at Combined Transportation, Emergency and Communications Center (CTECC).

In collaboration with first responder partners, Integral Care will develop telehealth protocols to expand the reach and capacity of EMCOT, expand the scope of calls that clinicians can respond to without introducing additional risk to the clinician, and decrease wait time for clinicians' arrival. Telehealth will supplement existing services and be used to expand and enhance existing EMCOT services. With respect to 911 dispatch, Integral Care will work with APD and EMS partners to develop protocols at the 911 call center to ensure callers experiencing a mental health crisis are linked with EMCOT mental health professionals who can quickly triage calls and dispatch EMCOT staff to the community when appropriate and without introducing additional risk to the responding clinician. The goal is to ensure individuals in our community receive professional mental health services from the time they call 911 to the time a mental health professional arrives to assist and support the individual experiencing a mental health crisis.

The EMCOT team consists of licensed mental health professionals and medical providers who operate with a high level of autonomy in a community-based setting, review current medications, prescribe medications, and exercise clinical judgement.

Disposition options for law enforcement and Emergency Medical Services (EMS) are costly to the system, traumatizing for the individual, unnecessarily restrictive, and can include emergency detention, arrest, and/or transport to the nearest emergency department. Additionally, these dispositions can interrupt or conflict with an individual's existing mental health treatment plan and

break the continuity of care. Arrest dispositions are especially disruptive to an individual's ongoing treatment because Medicaid coverage is suspended until the individual is released.

The goal of EMCOT is to address these issues in three ways:

- 1) Release the officer or paramedic from the scene within 15 minutes on average
- 2) Perform evidenced-based crisis assessments including risk to harm self/others
- 3) Link the individual to the most appropriate level of care and/or ensure continuity of care

2. Describe the program target client population.

Individuals, both adults and children, experiencing a mental health crisis in Travis County referred by first responders and Travis County jail personnel.

A subset of the population EMCOT serves are individuals that are experiencing homelessness or housing instability.

3. Describe how the program is delivered to the target client population. Provide enough detail so that the Contract Manager is able to have a comprehensive understanding of your services and how they are delivered to clients.

Integral Care is the designated local mental health authority (LMHA) and local intellectual and developmental authority (LIDDA) for Travis County and serves adults and children living with serious mental illness, substance use disorder, and/or intellectual and developmental disabilities.

Integral Care is accredited by the Joint Commission and recently designated as a Certified Community Behavioral Health Clinic (CCHBC).

Integral Care's Expanded Mobile Crisis Outreach Team (EMCOT) is dedicated to co-responding with first responders to address the needs of individuals experiencing a psychiatric crisis. Austin Police Department (APD), Travis County Sheriff's Office (TCSO), Austin-Travis County Emergency Medical Services (EMS), as well as other law enforcement agencies within Travis County, can request EMCOT through 911 call center for real-time co-response for psychiatric crisis. Travis County Central Booking and Travis County Correctional Complex (TCCC) can dispatch EMCOT staff to provide crisis assessments and interventions on site for diversion and linkage to mental health services following release from jail. EMCOT trains cadets, officers, and deputies in public safety, paramedics, and jail personnel on identifying a mental health crisis and knowing when to make a referral to EMCOT.

In collaboration with first responder partners, Integral Care will develop telehealth protocols to expand the reach and capacity of EMCOT, expand the scope of calls that clinicians can respond to without introducing additional risk to the clinician, and decrease wait time for clinicians' arrival. Telehealth will be used to expand and enhance existing EMCOT services. With respect to 911 dispatch, Integral Care will work with APD and EMS partners to develop protocols at the 911 call center to ensure callers experiencing a mental health crisis are linked with EMCOT mental health professionals who can quickly triage calls and dispatch EMCOT staff to the community when appropriate and without introducing additional risk to the responding clinician. The goal is to ensure individuals in our community receive professional mental health services from the time they call 911 to the time a mental health professional arrives to assist and support the individual experiencing a mental health crisis.

Due to challenges in locating individuals served by EMCOT that are experiencing homelessness for visits subsequent to the initial assessment, it is often difficult to link to ongoing services. In order to address these challenges, EMCOT, in collaboration with the individual, identifies and plans for specific locations in the community for follow-up services. In addition, EMCOT partners with Integral Care's Healthy Community Collaborative (HCC), Homeless Outreach Street Team (HOST) and Path/Access Homeless Team (PATH) in an effort to increase opportunities for locating and linking this subset of individuals to ongoing services.

EMCOT aligns with crisis service best practices and benchmarks. The American Psychological Association (APA) recommends classic MCOT models as a key component of a comprehensive community psychiatric crisis continuum.

EMCOT's services follow the fifteen essential principles for any appropriate crisis response outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and include the following:

- Site-based psychiatric screening and psychiatric crisis assessment
- Access to a prescriber as needed
- Diversion to appropriate community-based care and resources
- Short-term follow-up to ensure the individual's immediate crisis is stabilized and the individual is linked with ongoing care and resources

EMCOT works to connect individuals, on a voluntary basis, to community based, residential or inpatient services and can provide community based follow-up services for up to 90 days.

EMCOT provides the following services:

- Screening and Triage
- Assessments
- Crisis Services
- Crisis Counseling
- Safety Planning
- Case Management
- Medication Management
- Psychosocial Rehabilitation
- Rehabilitative Skills Training

All clients who receive a crisis assessment through EMCOT also receive a standardized assessment of functional, mental, and health status through a Crisis Adult/Child Needs and Strength Assessment (CANS/ANSA) as well as a Columbia-Suicide Severity Rating Scale (C-SSRS), an evidenced-based assessment tool used for suicide ideation and behavior rating.

EMCOT serves individuals through the crisis episode with the goal of linking individuals to ongoing services to support their continued health and recovery. Links to Integral Care service providers can include outpatient adult behavioral health services, outpatient child and family services, substance use services, housing services, and outpatient intellectual and development disability services. Clinical and wellness services that are offered to adults through Integral Care are individualized to meet the recovery needs identified and supports provided may include:

- Medications
- Exercise and nutrition programs

- Assistance in quitting tobacco
- Self-care and daily living skills
- Substance use treatment
- Suicide Prevention
- Job training and employment support
- HIV Services
- Counseling and case management
- Integrated Care (Behavioral & Primary Care)
- Housing and homeless services
- Assistance in applying for Social Security benefits
- Veteran, military, and family services

Clinical and wellness services that are offered to children and their families through Integral Care are individualized to meet the recovery needs identified and supports provided may include:

- Counseling services and case managers
- Family education and support
- Self-care and social skills
- Housing
- Suicide prevention
- Medications
- Medical Services
- Support for children on probation

If an individual is already working with a treatment team, EMCOT staff ensure linkage to that treatment team to ensure continuity of care. EMCOT may also provide referrals and/or linkage to a non-Integral Care provider, including entities that provide treatments and support for sexual assault, grief/bereavement, specialized medical needs, food pantries, vocational training, and others as indicated.

Sometimes an individual in crisis may need to be linked to a higher level of care at the conclusion of the EMCOT crisis assessment; EMCOT can facilitate admissions to one of Integral Care's crisis respite facilities; crisis residential facilities; or a psychiatric hospital. While at these facilities, individuals will receive treatment and supports to stabilize the crisis, and will receive referrals and/or linkage to ongoing services upon their discharge from the facility.

EMCOT staff play an important role in providing training to staff from law enforcement agencies and EMS. Through this training, first responders are better able to identify and respond to individuals experience a mental health crisis. In FY 20, EMCOT trainers will emphasize that first responders should refer people to EMCOT regardless of the primary language spoken by the client/client's family, as EMCOT can provide services in a person's preferred language regardless of the language he/she speaks.

4. Describe the system (*who, what, when, how*) that will be used to collect and report program data, including client intake/assessments and performance measures.

The Quality Management (QM) Program measures performance of processes that support care, and fosters systemic improvements based upon analysis of the data. The data is harvested from two primary systems, Integral Care's electronic health record and Mental Retardation and Behavioral Health Outpatient Warehouse (MBOW).

In addition to the quarterly performance reports submitted to DACC, Integral Care will also submit a quarterly zip code and demographic report including information regarding the zip codes where services are provided for each call response, and the gender, race, ethnicity, age, and homelessness status for individuals served.

Integral Care will include additional information in the Annual Report submitted to DACC to give more context to some of the data reported quarterly. Integral Care will report information regarding languages that EMCOT clients spoke other than English, related to Outcome Five in the performance exhibit. Specifically, Integral Care will report what percentage of clients spoke a primary language other than English, and will provide the percentage breakdown of languages spoken (other than English) within this percentage. Additionally, Integral Care will report residential zip codes of unduplicated clients referred to EMCOT. Finally, Integral Care will provide information regarding linkage to ongoing services by reporting the percentage breakdown of each service type for linkage to ongoing services, related to Outcome 4 in the Performance Exhibit of this agreement.

Program Evaluation Plan Please address both of the following areas:

- a. Performance Evaluation – describe how the agency will evaluate the program's performance in achieving program goals;

QM and Integral Care's informatics team, One Data, provide an analysis of trends, patterns, and performance levels and is used to improve outcomes of individuals served. In an effort to ensure quality of care for individuals referred to and served by EMCOT, the EMCOT Practice Manager provides monthly reports to community partners that include number of referrals EMCOT received from each partner as well trends from referrals received to EMCOT from previous fiscal years, as needed when referrals are falling below target. At the completion of each Fiscal Years' quarterly report completed by Integral Care's One Data, EMCOT Practice Manager provides data-driven report to community partners and clinicians on EMCOT team. In addition, EMCOT Practice Manager convenes quarterly meetings to provide feedback to community partners, EMCOT clinicians and Integral Care's Administrative team on program's performance on outcome and output measures. Specific measures are addressed from analysis of individuals served within each quarter that ensure that program is on target to meet year to date goals and improve outcomes for individuals. The EMCOT Practice Manager utilizes the Plan Do Study Act (PDSA) Performance Improvement Cycle model as needed throughout the project schedule. Integral Care's Board of Trustees is provided updates regarding EMCOT through the Chief Operations Officer's (COO) monthly report.

- b. Quality Improvement – describe the process for identifying areas of strength and improvement in Services delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective

The QM Program uses quality improvement teams and projects that develop plans that focus on improving processes and outcomes in more specific areas, and which use the Plan-Do-Study-Act (PDSA) Performance Improvement Cycle model. Integral Care's Quality Leadership Team (QLT) identifies and addresses systemic barriers to performance; suggests

new indicators to monitor important aspects of care; and establishes thresholds for evaluation. Comprised of Integral Care's executive management and other key individuals, this group meets monthly to review recommendations of Integral Care's Clinical Quality Committee and provides additional direction to ensure continuous quality improvement. QLT also provides regular updates to Integral Care's Board of Trustees.

5. How does the program collaborate with services being provided by other agencies and programs? (i.e. minimize duplication, cover gaps in services, to refer and receive clients, to provide comprehensive services, etc.). If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

EMCOT's partnerships include: Austin Travis County EMS; Austin Police Department; TCSO Crisis Intervention Team (CIT) Unit; Austin Community College District Police; Pflugerville Police Department CIT officers (PPD); Capitol Police CIT officers; University of Texas Police Department (UTPD), Westlake Hills Police Department (WHPD), Central Booking; and TCCC. EMCOT is the only entity in these partnerships that is a specialty mental health care provider. EMCOT collaborates with first responder and justice system partners to co-respond and/or receive referrals for mental health crisis cases, in real time, to provide the person experiencing a mental health crisis with the most appropriate resources in lieu of more costly, restrictive settings. In addition to operations, EMCOT collaborates heavily with APD, EMS, and the Sheriff's Department on mental health training. EMCOT leadership provide training that focuses on: the signs and symptoms of a mental health crisis (to increase the recognition of a mental health crisis); effective verbal communications strategies and techniques; and knowledge of community resources first responders should utilize when working with a person experiencing a mental health crisis (with an emphasis on department-specific protocol for EMCOT activation). EMCOT also collaborates frequently with other Integral Care Crisis Division programs, such as the Judge Guy Herman Center for Mental Health Crisis Care, Psychiatric Emergency Services, The Inn, Jail and Hospital Diversion Crisis Residential, and Next Step Crisis Respite.

6. Describe your agency's involvement in community planning activities that are specific to the services provided under this program.

1) Psychiatric Services Stakeholders Committee (PSS)

Convened jointly by the CEO/President of Central Health and CEO of Integral Care, The Psychiatric Services Stakeholder Committee (PSS) is a forum for key mental health stakeholders to come together to strengthen the local mental health crisis system, with a focus on unfunded populations. Members include leadership from major service providers, consumer and advocate organizations, local governmental entities, foundations and local elected officials. The members of this committee have policy and funding decision making authority in their entity. The role of the PSS is to:

- Implement policy changes to support improved system functioning and enhanced continuum of care
- Leverage funding across all systems to increase capacity within the continuum

- Take action on recommendations from behavioral health stakeholder groups
- 2) Travis County Jail Population Monitoring Committee: This group is led by Travis County Justice Planning and focuses on strategies and collaborations to reduce unnecessary incarcerations and length of stays in jail.

- 3) The Travis County Behavioral Health & Criminal Justice Advisory Committee (BHCJAC) is a collaborative association of Travis County criminal justice and behavioral health stakeholders. The mission of BHCJAC is to develop and sustain a planning partnership to support persons with behavioral health needs and to promote justice and public safety.

BHCJAC has adopted a set of guiding principles premised on the shared value that the behavioral health care needs of individuals in our community are not best addressed through the criminal justice system, jail or prison. BHCJAC upholds the principle that the dignity and rights of individuals with behavioral health disorders are safeguarded by seeking alternative solutions to traditional criminal justice responses at each intercept when appropriate.

- 4) Children's Mental Health Task Force: This group is co-chaired by Sheriff Sally Hernandez and Integral Care Board Member Emmet Hayes. The purpose of this group is to make recommendations to strengthen our community's mental health crisis services for children and their families.
- 5) Austin-Central Texas Suicide Prevention Coalition: The purpose of this group is to convene stakeholders to promote awareness about suicide prevention in the community.



**City of Austin
Downtown Austin Community Court**

PROGRAM BUDGET & BUDGET NARRATIVE

Exhibit B

Agency Name: Integral Care

Program Name: Expanded MCOT

Budget Period: 10/01/2019 - 09/30/2020

Line	Item	DACC Amount	Other Funders Amount	Total Program Budget
PERSONNEL				
1	Salary	\$ 1,138,292	\$ 536,571	\$ 1,674,863
2	Fringe	\$ 260,167	\$ 124,174	\$ 384,341
A	Subtotal - Personnel	\$ 1,398,459	\$ 660,745	\$ 2,059,204
OPERATING EXPENSES				
3	General Operating Expenses	\$ 336,237	\$ 148,565	\$ 484,802
4	Program Subcontractors	\$ 2,834	\$ 70	\$ 2,904
5	Staff Travel - Out of Travis County	\$ 5,939	\$ 98	\$ 6,037
6	Conferences - Out of Travis County	\$ 4,123	\$ 101	\$ 4,224
B	Subtotal - Operating Expenses	\$ 349,133	\$ 148,834	\$ 497,967
ASSISTANCE FOR PROGRAM CLIENTS				
7	Food/Beverage for Clients			\$ -
8	Direct Financial Assistance for Clients	\$ 1,187	\$ 824	\$ 2,011
9	Other	\$ 450	\$ 312	\$ 762
C	Subtotal - Direct Client Assistance	\$ 1,637	\$ 1,136	\$ 2,773
CAPITAL OUTLAY (with per Unit Cost >\$5,000)				
10	Capital Equipment (>\$5,000)		\$ 1,525	\$ 1,525
D	Subtotal Capital	\$ -	\$ 1,525	\$ 1,525
TOTALS				
E	Total (A+B+C+D+E)	\$ 1,749,229	\$ 812,240	\$ 2,561,469
	Percent Share by Funding Source	68%	32%	100%



City of Austin
Downtown Austin Community Court
 Exhibit B
PROGRAM BUDGET & BUDGET NARRATIVE

Line Item	Narrative/Description
PERSONNEL	
Salary	Salary and wages, bilingual wages and cell phone allowance for programmatic staff
Fringe	Taxes, health and dental, retirement, and workers compensation insurance for programmatic staff
OPERATING EXPENSES	
General Operating Expenses	Facility expenses; office & medical supplies; general liability insurance; hardware including computers, iPads and radios; software; phone & internet expenses; vehicle maintenance; controlled substance testing; training; costs associated with license, permits, and dues; and indirect.
Program Subcontractors	Interpreters
Staff Travel - Out of Travis County	This includes travel to the American Association of Suicidology Conference that Program Leadership will attend. It also includes opportunities for staff development to attend trainings or workshops to better serve our consumers (substance use, suicide prevention/intervention, IDD services etc, train the trainer for Zero Suicide Initiatives).
Conferences/Seminars - Out of Travis County	This includes travel to the American Association of Suicidology Conference that Program Leadership will attend. It also includes opportunities for staff development to attend trainings or workshops to better serve our consumers (substance use, suicide prevention/intervention, IDD services etc, train the trainer for Zero Suicide Initiatives).
DIRECT ASSISTANCE FOR PROGRAM CLIENTS	
Food/Beverage for Clients	

Financial Assistance for Clients	Co-pays and medication for clients that haven't been connected with MAP or PAP.
Other	Client bus/taxi fare
CAPITAL OUTLAY (with per Unit Cost >\$5,000)	
Capital Equipment (>\$5,000)	



**City of Austin
Downtown Austin Community Court**

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Integral Care
Program Name	Expanded Mobile Crisis Outreach Team (EMCOT)
Contract Period	10/01/2019 - 09/30/2020

Output #1	Number of Unduplicated Clients Served per quarter		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	340	160	500
2nd - Jan - Mar	340	160	500
3rd - Apr - Jun	340	160	500
4th - Jul - Sept	340	160	500
YTD Total	1360	640	2000

Output #2	2. Number of referrals that resulted in a dispatch to the individual's location		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	459	216	675
2nd - Jan - Mar	459	216	675
3rd - Apr - Jun	459	216	675
4th - Jul - Sept	459	216	675
YTD Total	1836	864	2700

Output #3	Number of unduplicated clients referred from law enforcement		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	208	98	306
2nd - Jan - Mar	208	98	306
3rd - Apr - Jun	208	98	306
4th - Jul - Sept	209	98	307
YTD Total	833	392	1225

Output #4	Number of unduplicated clients referred from Austin Travis County EMS		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	102	48	150
2nd - Jan - Mar	102	48	150
3rd - Apr - Jun	102	48	150
4th - Jul - Sept	102	48	150
YTD Total	408	192	600



City of Austin
Downtown Austin Community Court

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Integral Care
Program Name	Expanded Mobile Crisis Outreach Team (EMCOT)
Contract Period	10/01/2019 - 09/30/2020

Output #5	Number of unduplicated clients referred from Travis County Central Booking and Travis County Correctional Complex		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	119	56	175
2nd - Jan - Mar	119	56	175
3rd - Apr - Jun	119	56	175
4th - Jul - Sept	119	56	175
YTD Total	476	224	700

Output #6	Number of Telehealth Referrals received from APD		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	50	23	73
2nd - Jan - Mar	50	23	73
3rd - Apr - Jun	50	24	74
4th - Jul - Sept	50	24	74
YTD Total	200	94	294

Output #7	Number of Telehealth Referrals received from EMS		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	26		26
2nd - Jan - Mar	28		28
3rd - Apr - Jun	28		28
4th - Jul - Sept	28		28
YTD Total	110		110

Output #8	Number of Calls Taken at 911 Call Center		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	1102		1102
2nd - Jan - Mar	1103		1103
3rd - Apr - Jun	1103		1103
4th - Jul - Sept	1103		1103
YTD Total	4411		4411



**City of Austin
Downtown Austin Community Court**

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Integral Care
Program Name	Expanded Mobile Crisis Outreach Team (EMCOT)
Contract Period	10/01/2019 - 09/30/2020

Outcome #1	Percentage of eligible clients who were diverted from arrest		
Numerator	Number of eligible clients who were diverted from arrest		
Denominator	Number of eligible clients referred from law enforcement		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	279	280	99.46%
2nd - Jan - Mar	279	280	99.46%
3rd - Apr - Jun	279	280	99.46%
4th - Jul - Sept	279	280	99.46%
YTD Total	1114	1120	99.46%

Outcome #2	Percentage of eligible clients who were diverted from emergency detention		
Numerator	Number of eligible clients who were diverted from emergency detention		
Denominator	Number of eligible clients referred from law enforcement		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	254	280	90.54%
2nd - Jan - Mar	254	280	90.54%
3rd - Apr - Jun	254	280	90.54%
4th - Jul - Sept	254	280	90.54%
YTD Total	1014	1120	90.54%



**City of Austin
Downtown Austin Community Court**

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Integral Care
Program Name	Expanded Mobile Crisis Outreach Team (EMCOT)
Contract Period	10/01/2019 - 09/30/2020

Outcome #3	Percentage of eligible clients who were diverted from transfer or admission to an emergency department		
Numerator	Number of eligible clients who were diverted from transfer or admission to an emergency department		
Denominator	Number of eligible clients referred from EMS		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	102	136	75.14%
2nd - Jan - Mar	102	136	75.14%
3rd - Apr - Jun	102	136	75.14%
4th - Jul - Sept	102	136	75.14%
YTD Total	408	543	75.14%

Outcome #4	Percentage of eligible clients linked to Integral Care routine services such as case management, living skills training, psychosocial rehabilitation services, and medication management; and crisis services such as crisis respite, crisis residential, or psychiatric hospital admission.		
Numerator	Number of eligible clients linked to Integral Care routine services, crisis respite, crisis residential, or psychiatric hospital admission		
Denominator	Number of eligible clients served		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	304	675	45.04%
2nd - Jan - Mar	304	675	45.04%
3rd - Apr - Jun	304	675	45.04%
4th - Jul - Sept	304	675	45.04%
YTD Total	1216	2700	45.04%



City of Austin
Downtown Austin Community Court

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Integral Care
Program Name	Expanded Mobile Crisis Outreach Team (EMCOT)
Contract Period	10/01/2019 - 09/30/2020


Outcome #5	Percentage of clients served who were provided with services in their primary language, whose primary language is not English		
Numerator	Number of clients served who were provided with services in their primary language, whose primary language is not English		
Denominator	Number of clients served whose primary language is not English		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	12	12	100.00%
2nd - Jan - Mar	13	13	100.00%
3rd - Apr - Jun	12	12	100.00%
4th - Jul - Sept	13	13	100.00%
YTD Total	50	50	100.00%



**LAW DEPARTMENT
MEMORANDUM**

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

This memorandum is made confidential by the attorney-client privilege. Distribution of this memorandum to anyone other than the person to whom it is addressed may make it subject to disclosure.

To: Rey Arellano, Assistant City Manager
Through: Anne L. Morgan, City Attorney 
From: Jaclyn Gerban, Assistant City Attorney
Date: January 6, 2020
Subject: Amendment 2 to the City of Austin's Agreement with Austin-Travis County Integral Care for Expanded Mobile Crisis Outreach Team Services

I am presenting the following Amendment No. 2 to this Agreement for your signature. Here are some background points about the Amendment.

- The City of Austin executed an Interlocal Agreement with Integral Care on February 20, 2019 for the Expanded Mobile Crisis Outreach Team (EMCOT). The original Agreement was approved by City Council on December 13, 2018.
- EMCOT works with the City of Austin first responders to divert jail bookings and emergency department (ED) admissions, provide short-term community-based interventions to stabilize a person in a psychiatric crisis, and link these individuals to Integral Care services or other appropriate care.
- The goal of EMCOT is to address these issues in three ways: (1) Release the officer or paramedic from the scene within 15 minutes on average; (2) Perform evidenced-based crisis assessments including risk to harm self/others; and (3) Link the individual to the most appropriate level of care and/or ensure continuity of care.
- Amendment No. 2 was approved by City Council on September 19, 2019 after City Council approved ongoing funding for EMCOT during the FY20 budget adoption process. Amendment No. 2 does the following:
 - Adds four 12-month renewal options each in the amount of \$1,749,229;
 - Exercises the first renewal option for FY20;
 - Modifies the work statement, budget and performance measures in order to incorporate directives from City Council for enhancing services provided by EMCOT
- Integral Care Chief Executive Officer David Evans signed the Amendment on January 6, 2020.
- The City has the authority to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.
- The Amendment is complete, legally sufficient, and within your authority to sign.

You may contact me if you have any questions at 4-6481. Thank you.



**AGREEMENT
BETWEEN**

**THE CITY OF AUSTIN
AND
AUSTIN TRAVIS COUNTY INTEGRAL CARE**

**FOR
EXPANDED MOBILE CRISIS OUTREACH TEAM SERVICES**

**AGREEMENT NO. _____
AGREEMENT AMOUNT: \$1,147,229**

This Interlocal Agreement ("Agreement") is made by and between the City of Austin ("City") acting by and through its Downtown Austin Community Court ("DACC"), a home-rule municipality incorporated by the State of Texas, and Austin Travis County Integral Care ("Grantee"), having offices at 1430 Collier Street, Austin, TX 78704.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1. **Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits (the "Deliverables").
- 1.2. **Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in Exhibit A, Program Work Statement & Payment Schedule. The Grantee shall assure that all Agreement provisions are met by the Subgrantee.
 - 1.2.1. The Grantee's Agreement Manager for the engagement shall be Sherry Blyth, Phone: (512) 804-3450, Email Address: SherryBlyth@IntegralCare.org. The Grantee's Agreement Manager:
 - 1.2.1.1. shall represent the Grantee with regard to performance of this Agreement; and
 - 1.2.1.2. shall be the designated point of contact for the City's Agreement Manager.
- 1.3. **Responsibilities of the City.** The City's Agreement Manager will be responsible for exercising oversight and monitoring of Grantee's performance under this Agreement. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Agreement Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Agreement Manager's

oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.3.1. The City's Agreement Manager for the engagement shall be Robert Kingham, Phone: (512) 974-1394, Email Address: Robert.Kingham@AustinTexas.gov. The City's Agreement Manager:

1.3.1.1. may meet with Grantee to discuss any operational issues or the status of the services or work to be performed;

1.3.1.2. shall represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement;

1.3.1.3. shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information; and

1.3.1.4. shall approve all requests for payment, as appropriate.

1.4. **Designation of Key Personnel.** If either party replaces its Agreement Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1. **Term of Agreement.** The Agreement shall be in effect for a term of TWELVE (12) months beginning OCTOBER 1, 2018 through September 30, 2019.

2.1.1. Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

2.1.2. **Ratification.** The Parties agree to ratify continuation of the parties' rights and obligations under the Agreement from October 1, 2018 until execution by both parties of this Agreement.

SECTION 3. PROGRAM WORK STATEMENT

3.1. **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1. **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the TWELVE (12) month term shall not exceed the amount approved by City Council (the "Appropriated amount"), which is ONE MILLION ONE HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$1,147,229).

4.1.1. The Grantee shall expend City funds according to the approved budget categories described in Exhibit B, Program Budget and Narrative.

4.1.1.1. Budget Revision: The Grantee may make transfers between or among the approved budget categories with the City Agreement Manager's prior approval, provided that:

4.1.1.1.1. The cumulative amount of the transfers between direct budget categories is not more than 10% of the program period total –or– \$50,000, whichever is less;

4.1.1.1.2. the transfers will not increase or decrease the total monetary obligation of the City under this Agreement; and

4.1.1.1.3. the transfers will not change the nature, performance level, or scope of the program funded under this Agreement.

4.1.1.2. Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

4.1.1.2.1. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

4.2. Request for Payment.

4.2.1. Payment to the Grantee shall be due thirty (30) calendar days following receipt by City's Agreement Manager of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using the forms provided by the City. The Payment Request and Monthly Expenditure Report must be submitted to the City no later than 5:00 p.m. Central Standard Time 25 calendar days following the end of the month covered by the request and expenditure report. If the 25th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request is extended to no later than the 1st weekday immediately following the weekend or holiday.

4.2.2. Grantee must provide the City with a General Ledger Detail report from the Grantee's financial management system for each monthly Payment Request and Expenditure Report. The City may require the Grantee to provide additional supporting documentation to verify the amounts listed on the Payment Request and Expenditure Report. Additional supporting documentation may include, but are not limited to:

4.2.2.1. check ledger from the Contractor's financial management system;

4.2.2.2. payroll reports and summaries, including salary allocation reports and signed timesheets;

4.2.2.3. receipts and invoices; and

4.2.2.4. copies of checks and bank statements showing transactions as cleared.

4.2.3. The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation from time to time, as needed.

4.3. Payment.

- 4.3.1. All proper requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later. Requests for Payment received without all required information cannot be processed and will be returned to the Grantee.
- 4.3.2. If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- 4.3.3. The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of:
 - 4.3.3.1. delivery of unsatisfactory services by the Grantee;
 - 4.3.3.2. third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - 4.3.3.3. failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,
 - 4.3.3.4. damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;
 - 4.3.3.5. reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - 4.3.3.6. failure of the Grantee to submit proper payment requests and expenditure reports with all required attachments and supporting documentation; or
 - 4.3.3.7. failure of the Grantee to comply with any material provision of the Agreement.
- 4.3.4. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.
- 4.4. **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. The absence of Appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 4.5. **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General

Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at: <http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6. Final Payment and Close-Out. The making and acceptance of final payment will constitute:

- 4.6.1. a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
- 4.6.2. a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

4.7. Financial Terms.

- 4.7.1. City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by the Grantee which are not reimbursable as set forth in Section 4.8.
- 4.7.2. City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Agreement.
- 4.7.3. Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.
- 4.7.4. City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 2.1, or b) not billed to City within sixty (60) calendar days following termination date of this Agreement.
- 4.7.5. Grantee agrees to refund to City any funds paid under this Agreement which City determines have resulted in overpayment to Grantee or which City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within thirty (30) calendar days after a written refund request is submitted by City. City may, at its discretion, offset refunds due from any payment due Grantee, and City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.
- 4.7.6. Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed.

- 4.7.7. Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

4.8. Allowable and Unallowable Costs.

- 4.8.1. The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.
- 4.8.2. Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 2.1, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City.
- 4.8.3. To be allowable under this Agreement, a cost must meet all of the following general criteria:
- 4.8.3.1. Be reasonable for the performance of the activity under the Agreement;
 - 4.8.3.2. Conform to any limitations or exclusions set forth in this Agreement;
 - 4.8.3.3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization;
 - 4.8.3.4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP); and
 - 4.8.3.5. Be adequately documented.
- 4.8.4. The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.
- 4.8.4.1. Alteration, construction, or relocation of facilities
 - 4.8.4.2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
 - 4.8.4.3. Equipment and other capital expenditures.
 - 4.8.4.4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
 - 4.8.4.5. Organization costs (costs in connection with the establishment or reorganization of an organization)
 - 4.8.4.6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000

- 4.8.4.7. Selling and marketing
- 4.8.4.8. Travel/training outside Travis County
- 4.8.5. The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.
 - 4.8.5.1. Alcoholic beverages
 - 4.8.5.2. Bad debts
 - 4.8.5.3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
 - 4.8.5.4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
 - 4.8.5.5. Deferred costs
 - 4.8.5.6. Donations and contributions including donated goods or space
 - 4.8.5.7. Entertainment costs, other than expenses related to client incentives
 - 4.8.5.8. Fines and penalties (including late fees)
 - 4.8.5.9. Fundraising and development costs
 - 4.8.5.10. Goods or services for officers' or employees' personal use
 - 4.8.5.11. Housing and personal living expenses for organization's officers or employees
 - 4.8.5.12. Idle facilities and idle capacity
 - 4.8.5.13. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
 - 4.8.5.14. Lobbying or other expenses related to political activity
 - 4.8.5.15. Losses on other agreements or casualty losses
 - 4.8.5.16. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
 - 4.8.5.17. Taxes, other than payroll and other personnel-related levies
 - 4.8.5.18. Travel outside of the United States of America

4.9. Reports.

- 4.9.1. Grantee must submit a fully and accurately completed "Payment Request" and "Expenditure Report" to the City's Agreement Manager using the forms provided by the City. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Expenditure Report, the City shall process payment to the Grantee of an amount equal to City's payment obligations, subject to deduction for any unallowable costs.
- 4.9.2. Grantee shall submit a quarterly performance reports using the format and method specified by the City no later than 25th calendar days following each calendar quarter. If the 25th calendar day falls on a weekend or holiday, the deadline to submit the quarterly performance report is extended to no later than the 1st weekday immediately following the weekend or

holiday. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3. Grantee shall submit a Program Period Report, using the forms provided by the City within 60 calendar days following the end of each Term of Agreement identified in Section 2.1.

4.9.4. Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

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

4.11. Monitoring and Evaluation.

4.11.1. Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Budget, and Program Performance Measures, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2. The City expressly reserves the right to monitor client-level data related to services provided under this Agreement.

4.11.3. Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Term of Agreement upon request following the receipt of the final report.

4.11.4. Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12. Financial Audit of Grantee.

4.12.1. In the event Contractor expends \$750,000 or more during Contractor's fiscal year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2. If Contractor is not subject to the Single Audit Act of 1984, and expends \$750,000 or more during Contractor's fiscal year, then Contractor shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS).

4.12.3. If Contractor expends less than \$750,000 during Contractor's fiscal year, then Contractor shall choose to have a full financial audit or a financial review performed in accordance with Generally Accepted Auditing Standards (GAAS).

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

- 4.12.5. Contractor must submit 1 Board of Directors-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Contractor's fiscal year. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.
- 4.12.5.1. Contractor's Board Chair must complete a Board Audit Review Certification form.
- 4.12.5.2. A signed and dated Board Audit Review Certification form will be due to the City with the financial audit report or financial review report. The City will deem the financial audit report/financial review report incomplete if Contractor fails to submit the Board Audit Review Certification form.
- 4.12.6. The City will contact the independent auditor to verify:
- 4.12.6.1. the auditor completed the financial audit report/financial review report received from Contractor;
- 4.12.6.2. the auditor presented the financial audit report/financial review report to Contractor's Board of Directors or a committee of the Board, and;
- 4.12.6.3. the date the financial audit report/financial review report was presented to Contractor's Board of Directors or a committee of the Board.
- 4.12.7. The City will contact Contractor's Board of Directors Chair to verify that the auditor presented the financial audit report/financial review report to Contractor's Board of Directors or a committee of the Board.
- 4.12.8. The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Contract to the City Auditor for analysis, or move to terminate the Contract.

4.13. Right To Audit By Office of City Auditor.

- 4.13.1. Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.13.2. Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

SECTION 5. TERMINATION

- 5.1. **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 5.2. **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.
- 5.3. **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4. **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5. **Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1. **Insurance.** The following insurance requirements apply.

6.1.1. General Requirements

- 6.1.1.1. The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.
- 6.1.1.2. The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.
- 6.1.1.3. The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 6.1.1.4. The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.
- 6.1.1.5. The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.
- 6.1.1.6. The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 6.1.1.7. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Downtown Austin Community Court
ATTN: Contract Management Team
P. O. Box 13464
Austin, Texas 78711
- 6.1.1.8. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.
- 6.1.1.9. If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 6.1.1.10. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

- 6.1.1.11. The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.
 - 6.1.1.12. The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.
 - 6.1.1.13. The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
 - 6.1.1.14. The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.
 - 6.1.2. Specific Coverage Requirements. The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.
 - 6.1.2.1. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.
 - 6.1.2.1.1. Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project
 - 6.1.2.1.2. Independent Grantee's Coverage
 - 6.1.2.1.3. Products/Completed Operations Liability for the duration of the warranty period
 - 6.1.2.1.4. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - 6.1.2.1.5. Thirty calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - 6.1.2.1.6. The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - 6.1.2.1.7. If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - 6.1.2.1.8. The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.
- * Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2. Business Automobile Liability Insurance.

6.1.2.2.1. Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

6.1.2.2.1.1. 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.

6.1.2.2.1.2. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

6.1.2.2.2. All policies shall contain the following endorsements:

6.1.2.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage

6.1.2.2.2.2. Thirty calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage

6.1.2.2.2.3. The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1. The Grantee's policy shall apply to the State of Texas

6.1.2.3.2. Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3. Thirty calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4. Professional Liability Insurance.

6.1.2.4.1. Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

- 6.1.2.5. Blanket Crime Policy Insurance. A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.
- 6.1.2.6. Directors and Officers Insurance. Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.
- 6.1.2.7. Property Insurance. If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.
- 6.1.2.8. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- 6.1.2.9. Certificate. The following statement must be shown on the Certificate of Insurance:

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2. Equal Opportunity.

- 6.2.1. Equal Employment Opportunity. No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.
- 6.2.2. Americans with Disabilities Act (ADA) Compliance. No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3. **Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4. **Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5. **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

- 7.1. **Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.
- 7.2. **Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1. **Criminal Background Checks.** The Grantee agrees that no employee, volunteer or other persons working under the direction of the Grantee in the provision of the services under this Agreement in a manner which involves direct client contact, will provide services in a manner which involves direct client contact if the person is barred from employment in a facility under Section 250.006 of the Texas Health and Safety Code or if the conviction may be a contraindication to employment.
- 8.2. **Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.
- 8.2.1. The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City.
(Source: City of Austin Ordinance 20051201-013)
- 8.3. **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or

local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4. Indemnity.

8.4.1. Definitions:

8.4.1.1. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1. damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2. death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2. THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5. Claims. If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6. Business Continuity. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request.

8.6.1. Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7. **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin	Integral Care	City of Austin
Downtown Austin Community Court		Downtown Austin Community Court
ATTN: Robert Kingham Court Operations Manager	ATTN: Sherry Blyth Director of Crisis Services, Substance Use Treatment and Justice Initiatives	ATTN: Pete Valdez, Court Administrator
719 E. 6 th St.	1430 Collier St.	719 E. 6 th St.
Austin, TX 78701	Austin, TX 78704	Austin, TX 78701

8.8. **Confidentiality.** In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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

- 8.10. **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11. **Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.
- 8.12. **Prohibition Against Personal Interest in Agreements.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.
- 8.13. **Independent Grantee.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.
- 8.14. **Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.
- 8.15. **Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16. **Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

8.17. Interpretation. The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

8.18. Dispute Resolution.

8.18.1. If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19. Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.

MBE/WBE goals do not apply to this Agreement.

8.20. Living Wage Policy.

Living Wage policy does not apply to this Agreement.

8.21. Subgrantees.

8.21.1. Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1. require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The

City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

- 8.21.1.2. prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;
- 8.21.1.3. require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- 8.21.1.4. require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;
- 8.21.1.5. require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and
- 8.21.1.6. maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2. The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3. The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22. Jurisdiction and Venue. The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23. Invalidity. The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24. Holidays. The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 8.25. **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.
- 8.26. **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.
- 8.27. **Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.
- 8.28. **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1. **Business Associate Agreement.** If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

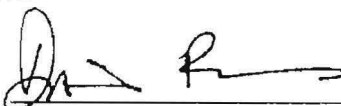
8.29. **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30. **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

Integral Care

Signature: 

Name: DAVID EVANS
Printed Name

Title: CEO

Address: 1430 Collier St

City, State, & Zip: Austin TX 78704

Date: 1/31/19

City of Austin

Signature: 

Name: Rey Arellano, Assistant City Manager
City of Austin
PO Box 1088
Austin, TX 78767

Date: 2/20/2019

Program Work Statement Exhibit A

Agency Name: Integral Care
Program Name: Expanded Mobile Crisis Outreach Team (EMCOT)
Contract Period: FY19

In the spaces immediately following each numbered item below, clearly address the corresponding question or issue described below. Your completed Work Statement form should not exceed three (3) pages total. Please be as concise as possible when providing the information requested. Do not include information about agency history, past performance, accolades received, or needs of the client population.

1. What are the goals and objectives of the program?

EMCOT works with the City of Austin and Travis County first responders to divert jail bookings and emergency department (ED) admissions, and provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to Integral Care services or other appropriate care. The team also follows up with individuals to offer treatment and access to services through Integral Care.

EMCOT offers an appropriate first response team for mental health crises. The EMCOT team consists of licensed mental health professionals and medical providers who operate with a high level of autonomy in a community-based setting, review current medications, prescribe medications, and exercise clinical judgement.

Disposition options for law enforcement and Emergency Medical Services (EMS) are costly to the system, traumatizing for the individual, unnecessarily restrictive, and can include emergency detention, arrest, and/or transport to the nearest emergency department. Additionally, these dispositions can interrupt or conflict with an individual's existing mental health treatment plan and break the continuity of care. Arrest dispositions are especially disruptive to an individual's ongoing treatment because Medicaid coverage is suspended until the individual is released.

The goal of EMCOT is to address these issues in three ways:

- 1) Release the officer or paramedic from the scene within 15 minutes on average
- 2) Perform evidenced-based crisis assessments including risk to harm self/others
- 3) Link the individual to the most appropriate level of care and/or ensure continuity of care

2. Describe the program target client population.

Individuals, both adults and children, experiencing a mental health crisis in Travis County referred by first responders and Travis County jail personnel.

A subset of the population EMCOT serves are individuals that are homeless or are experiencing housing instability. Due to challenges in locating this subset of individuals, it is often difficult to link to ongoing services.

3. Describe how the program is delivered to the target client population. Provide enough detail so that the Contract Manager is able to have a comprehensive understanding of your services and how they are delivered to clients.

Integral Care is the designated local mental health authority (LMHA) and local intellectual and developmental authority (LIDDA) for Travis County and serves adults and children living with serious mental illness, substance use disorder, and/or intellectual and developmental disabilities.

Integral Care is accredited by the Joint Commission and recently designated as a Certified Community Behavioral Health Clinic (CCHBC).

Integral Care's Expanded Mobile Crisis Outreach Team (EMCOT) is dedicated to co-responding with first responders to address the needs of individuals experiencing a psychiatric crisis. Austin Police Department (APD), Travis County Sheriff's Office (TCSO), Austin-Travis County Emergency Medical Services (EMS), as well as other law enforcement agencies within Travis County, can request EMCOT through 911 call center for real-time co-response for psychiatric crisis. Travis County Central Booking and Travis County Correctional Complex (TCCC) can dispatch EMCOT staff to provide crisis assessments and interventions on site for diversion and linkage to mental health services following release from jail. EMCOT trains cadets, officers, and deputies in public safety, paramedics, and jail personnel on identifying a mental health crisis and knowing when to make a referral to EMCOT.

EMCOT aligns with crisis service best practices and benchmarks. The American Psychological Association (APA) recommends classic MCOT models as a key component of a comprehensive community psychiatric crisis continuum.

EMCOT's services follow the fifteen essential principles for any appropriate crisis response outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and include the following:

- Site-based psychiatric screening and psychiatric crisis assessment;
- Access to a prescriber as needed;
- Diversion to appropriate community-based care and resources; and
- Short-term follow-up to ensure the individual's immediate crisis is stabilized and the individual is linked with ongoing care and resources.

EMCOT works to connect individuals, on a voluntary basis, to community based, residential or inpatient services and can provide community based follow-up services for up to 90 days. EMCOT provides the following services:

- Screening and Triage
- Assessments
- Crisis Services
- Crisis Counseling
- Safety Planning
- Case Management
- Medication Management
- Psychosocial Rehabilitation
- Rehabilitative Skills Training

All clients who receive a crisis assessment through EMCOT also receive a standardized assessment of functional, mental, and health status through a Crisis Adult/Child Needs and Strength Assessment (CANS/ANSA) as well as a Columbia-Suicide Severity Rating Scale (C-SSRS), an evidenced-based assessment tool used for suicide ideation and behavior rating.

EMCOT serves individuals through the crisis episode with the goal of linking individuals to ongoing services to support their continued health and recovery. Links to service providers can include outpatient adult behavioral health services, outpatient child and family services, and outpatient intellectual and development disability services through Integral Care, community agency referrals, and substance use referrals.

EMCOT staff play an important role in providing training to staff from law enforcement agencies and EMS. Through this training, first responders are better able to identify and respond to individuals experience a mental health crisis.

4. Describe the system (*who, what, when, how*) that will be used to collect and report program data, including client intake/assessments and performance measures.

The Quality Management (QM) Program measures performance of processes that support care, and fosters systemic improvements based upon analysis of the data. The data is harvested from two primary systems, Integral Care's electronic health record and Mental Retardation and Behavioral Health Outpatient Warehouse (MBOW).

5. Program Evaluation Plan Please address both of the following areas:

- a) Performance Evaluation – describe how the agency will evaluate the program's performance in achieving program goals;

QM and Integral Care's informatics team, One Data, provide an analysis of trends, patterns, and performance levels and is used to improve outcomes of individuals served. Frequent, ongoing, data-driven feedback is provided to clinicians and their administrative support system.

- b) Quality Improvement – describe the process for identifying areas of strength and improvement in Services delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective

The QM Program uses quality improvement teams and projects that develop plans that focus on improving processes and outcomes in more specific areas, and which use the Plan-Do-Study-Act (PDSA) Performance Improvement Cycle model. Integral Care's Quality Leadership Team (QLT) identifies and addresses systemic barriers to performance; suggests new indicators to monitor important aspects of care; and establishes thresholds for evaluation.

6. How does the program collaborate with services being provided by other agencies and programs? (i.e. minimize duplication, cover gaps in services, to refer and receive clients, to provide comprehensive services, etc.). If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

EMCOT's partnerships include: Austin Travis County EMS; Austin Police Department; TCSO Crisis Intervention Team (CIT) Unit; Austin Community College District Police; Pflugerville Police Department CIT officers (PPD); Capitol Police CIT officers; University of Texas Police Department (UTPD), Westlake Hills Police Department (WHPD), Central Booking; and TCCC. EMCOT is the only entity in these partnerships that is a specialty

mental health care provider. EMCOT collaborates with first responder and justice system partners to co-respond and/or receive referrals for mental health crisis cases, in real time, to provide the person experiencing a mental health crisis with the most appropriate resources in lieu of more costly, restrictive settings. In addition to operations, EMCOT collaborates heavily with APD, EMS, and the Sheriff's Department on mental health training. EMCOT leadership provide training that focuses on: the signs and symptoms of a mental health crisis (to increase the recognition of a mental health crisis); effective verbal communications strategies and techniques; and knowledge of community resources first responders should utilize when working with a person experiencing a mental health crisis (with an emphasis on department-specific protocol for EMCOT activation). EMCOT also collaborates frequently with other Integral Care Crisis Division programs, such as the Judge Guy Herman Center for Mental Health Crisis Care, Psychiatric Emergency Services, The Inn, Jail and Hospital Diversion Crisis Residential, and Next Step Crisis Respite.

7. Describe your agency's involvement in community planning activities that are specific to the services provided under this program.

Planning groups include:

- 1) Psychiatric Stakeholders: With a specific focus on adults in crisis, the Psychiatric Stakeholders Committee was established in 2005 to address the community's crisis behavioral health services system. In 2018, Central Health and Integral Care assumed co-leadership of the Psychiatric Services Stakeholders Committee and expanded the focus to address the behavioral health needs of adults and children in. Psychiatric Stakeholder membership includes leaders from key governmental, public and private organizations, and addresses policy and funding issues specific to community behavioral health.
- 2) Crisis Implementation Committee (CIC): The Crisis Services Implementation Committee (CIC) deals with operational and coordination issues among agencies serving adults in behavioral health crises. The CIC reports up to the Psychiatric Stakeholders.
- 3) Travis County Jail Population Monitoring Committee: This group is led by Travis County Justice Planning and focuses on strategies and collaborations to reduce unnecessary incarcerations and length of stays in jail.
- 4) Behavioral Health Criminal Justice Advisory Committee (BHCAJAC): BHCAJAC is chaired by Judge Tamara Needles, with Integral Care leadership and Travis County leadership rounding out the executive committee. The purpose of this group is to convene stakeholders from advocacy, people with lived experience, healthcare professionals, law enforcement, and other criminal justice system personnel to identify initiatives the group can lead to improve mental health care in our community and justice systems.
- 5) Children's Mental Health Task Force: This group is co-chaired by Sheriff Sally Hernandez and Integral Care Board Member Emmet Hayes. The purpose of this group is to make recommendations to strengthen our community's mental health crisis services for children and their families.

6) Austin-Central Texas Suicide Prevention Coalition: The purpose of this group is to convene stakeholders to promote awareness about suicide prevention in the community.

7)APD Stakeholder Advisory Group: Integral Care's COO Dawn Handley convenes this group, together with APD Assistant Chief Joseph Chacon and NAMI Executive Director Karen Ranus. This group was convened to address the findings of the September 2018 report APD Response to Mental Health Related Incidents.



**City of Austin
Downtown Austin Community Court**

PROGRAM BUDGET & BUDGET NARRATIVE

Exhibit B

Agency Name: Integral Care

Program Name: EMCOT

Budget Period: 10/01/2018 - 09/30/2019

Line	Item	DACC Amount	Other Funders Amount	Total Program Budget
PERSONNEL				
1	Salary	\$ 775,752	\$ 543,630	\$ 1,319,382
2	Fringe	\$ 178,405	\$ 121,543	\$ 299,948
A	Subtotal - Personnel	\$ 954,157	\$ 665,173	\$ 1,619,330
OPERATING EXPENSES				
3	General Operating Expenses	\$ 185,836	\$ 133,986	\$ 319,822
4	Program Subcontractors	\$ 1,941	\$ 59	\$ 2,000
5	Staff Travel - Out of Travis County	\$ 3,397	\$ 103	\$ 3,500
6	Conferences - Out of Travis County	\$ 1,456	\$ 44	\$ 1,500
B	Subtotal - Operating Expenses	\$ 192,630	\$ 134,192	\$ 326,822
ASSISTANCE FOR PROGRAM CLIENTS				
7	Food/Beverage for Clients			\$ -
8	Direct Financial Assistance for Clients			\$ -
9	Other	\$ 442	\$ 307	\$ 749
C	Subtotal - Direct Client Assistance	\$ 442	\$ 307	\$ 749
CAPITAL OUTLAY (with per Unit Cost >\$5,000)				
10	Capital Equipment (>\$5,000)			\$ -
D	Subtotal Capital	\$ -	\$ -	\$ -
TOTALS				
E	Total (A+B+C+D+E)	\$ 1,147,229	\$ 799,672	\$ 1,946,901
	Percent Share by Funding Source	59%	41%	100%



City of Austin
Downtown Austin Community Court
 Exhibit B
PROGRAM BUDGET & BUDGET NARRATIVE

Line Item	Narrative/Description
PERSONNEL	
Salary	Salary includes pay for 22 positions: 1 manager, 3 team leads, 11 LPHAs, 4 QMHPs, 1 PH and 1 Admin/QMHP.
Fringe	Payroll taxes, health insurance, workers comp insurance, EAP and retirement benefits
OPERATING EXPENSES	
General Operating Expenses	Facility expenses, office & medical supplies, general liability insurance, hardware/software/phone/internet allocations, vehicle maintenance, controlled substance testing, training, and license/permits/dues
Program Subcontractors	Interpreters
Staff Travel - Out of Travis County	Travel to AAS Conference
Conferences/Seminars - Out of Travis County	Travel to AAS Conference
DIRECT ASSISTANCE FOR PROGRAM CLIENTS	
Food/Beverage for Clients	
Financial Assistance for Clients	
Other	Client bus/taxi fare
CAPITAL OUTLAY (with per Unit Cost >\$5,000)	
Capital Equipment (>\$5,000)	



City of Austin
Downtown Austin Community Court

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Integral Care
Program Name	Expanded Mobile Crisis Outreach Team (EMCOT)
Contract Period	10/01/2018 - 09/30/2019

Output #1	Number of Unduplicated Clients Served per quarter		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	378	252	630
2nd - Jan - Mar	379	252	631
3rd - Apr - Jun	379	253	632
4th - Jul - Sept	379	253	632
YTD Total	1515	1010	2525

Output #2	2. Number of referrals that resulted in a dispatch to the individual's location		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	675	450	1125
2nd - Jan - Mar	675	450	1125
3rd - Apr - Jun	675	450	1125
4th - Jul - Sept	675	450	1125
YTD Total	2700	1800	4500

Output #3	Number of unduplicated clients referred from law enforcement		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	183	122	305
2nd - Jan - Mar	184	122	306
3rd - Apr - Jun	184	123	307
4th - Jul - Sept	184	123	307
YTD Total	735	490	1225



City of Austin
Downtown Austin Community Court

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Integral Care
Program Name	Expanded Mobile Crisis Outreach Team (EMCOT)
Contract Period	10/01/2018 - 09/30/2019

Output #4	Number of unduplicated clients referred from Austin Travis County EMS		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	90	60	150
2nd - Jan - Mar	90	60	150
3rd - Apr - Jun	90	60	150
4th - Jul - Sept	90	60	150
YTD Total	360	240	600

Output #5	Number of unduplicated clients referred from Travis County Central Booking and Travis County Correctional Complex		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	105	70	175
2nd - Jan - Mar	105	70	175
3rd - Apr - Jun	105	70	175
4th - Jul - Sept	105	70	175
YTD Total	420	280	700



City of Austin
Downtown Austin Community Court

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Integral Care
Program Name	Expanded Mobile Crisis Outreach Team (EMCOT)
Contract Period	10/01/2018 - 09/30/2019

Outcome #1	Percentage of eligible clients who were diverted from arrest		
Numerator	Number of eligible clients who were diverted from arrest		
Denominator	Number of eligible clients referred from law enforcement		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	279	280	99.46%
2nd - Jan - Mar	279	280	99.46%
3rd - Apr - Jun	279	280	99.46%
4th - Jul - Sept	279	280	99.46%
YTD Total	1114	1120	99.46%

Outcome #2	Percentage of eligible clients who were diverted from emergency detention		
Numerator	Number of eligible clients who were diverted from emergency detention		
Denominator	Number of eligible clients referred from law enforcement		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	254	280	90.54%
2nd - Jan - Mar	254	280	90.54%
3rd - Apr - Jun	254	280	90.54%
4th - Jul - Sept	254	280	90.54%
YTD Total	1014	1120	90.54%



City of Austin
Downtown Austin Community Court

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Integral Care
Program Name	Expanded Mobile Crisis Outreach Team (EMCOT)
Contract Period	10/01/2018 - 09/30/2019

Outcome #3	Percentage of eligible clients who were diverted from transfer or admission to an emergency department		
Numerator	Number of eligible clients who were diverted from transfer or admission to an emergency department		
Denominator	Number of eligible clients referred from EMS		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	102	136	75.14%
2nd - Jan - Mar	102	136	75.14%
3rd - Apr - Jun	102	136	75.14%
4th - Jul - Sept	102	136	75.14%
YTD Total	408	543	75.14%

Outcome #4	Percentage of eligible clients linked to Integral Care routine services, crisis respite, crisis residential, or psychiatric hospital admission		
Numerator	Number of eligible clients linked to Integral Care routine services, crisis respite, crisis residential, or psychiatric hospital admission		
Denominator	Number of eligible clients served		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	459	675	68.00%
2nd - Jan - Mar	459	675	68.00%
3rd - Apr - Jun	459	675	68.00%
4th - Jul - Sept	459	675	68.00%
YTD Total	1836	2700	68.00%

**CITY OF AUSTIN, TEXAS
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
EXHIBIT D**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of

employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

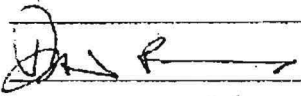
Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 31st day of January, 2019

CONTRACTOR
Authorized
Signature

Title


CEO