

**INTERLOCAL AGREEMENT  
BETWEEN  
  
THE CITY OF AUSTIN  
AND  
AUSTIN-TRAVIS COUNTY INTEGRAL CARE  
  
FOR ROAD TO RECOVERY**

**RECITALS**

This Interlocal Agreement (Agreement) is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation, if any, contemplated in this Agreement is in an amount that fairly compensates the performing party for the services or a function described herein, and is made from current revenues available to the paying party.

The City of Austin (City) and Austin Travis County Integral Care (Center or Contractor or ATCIC), each individually as a “Party” and collectively “Parties”, enter into this Agreement regarding “Road to Recovery” formerly known as “Project Recovery” and agree as follows:

**TERMS**

**1.0 DEFINITIONS**

In this Agreement,

1.1 “City Council” means the City Council of the City of Austin.

1.2 “DACC” means the Downtown Austin Community Court of the City of Austin.

1.3 “Center” and “Contractor” means Austin Travis County Integral Care, the local mental health authority by the State of Texas for Travis County and the incorporated municipalities therein.

## **2.0 GENERAL PROVISIONS**

2.1 Initial Term. The initial term shall be from the Effective Date as shown in Section 16.0 through September 30, 2015 (Initial Term).

### **2.2 Renewal Terms.**

2.2.1 City Renewal: Subject to approval by the City Council and shall be evidenced by written approval of the Parties.

2.2.2 The Parties acknowledge and agree that the changes made in this Amendment will apply to the term beginning October 1, 2015, and terminating September 30, 2016.

2.2.3 Proceeding the term aforementioned, the City may enter into three 12-month renewal options not to exceed \$543,427 per renewal term for a total amended contract amount not to exceed \$1,630,281 after review of past performance measures, monitoring results, and contract expenditures.

2.3 Once effective, this Agreement supersedes all prior Interlocal Agreements concerning Road to Recovery with respect to the Initial Term and any Renewal Terms.

## **3.0 CITY RESPONSIBILITIES**

### **3.1 City Responsibilities**

3.1.1 Maximum Funds for Initial Term. In consideration of full and satisfactory performance of the services and activities to be performed by Center under the terms of this Agreement, City shall provide funds in an amount not to exceed \$543,427.00. The amount payable with respect to the Initial Term or any renewal term (each a Renewal Term and, collectively, the Renewal Terms) may be referred to as the "Term Amount."

3.1.2 Renewal Terms. The Term Amounts for any Renewal Terms shall not exceed those amounts approved by the City Council.

### **3.3 Payment for Services**

3.3.1 The City will pay Center for services rendered and expenses incurred in performing work under this Agreement and in accordance with the Work Statement attached as Exhibit A, the payments are described in the applicable portions of the Budget attached as Exhibit C. The Contractor shall submit invoices on or before the 15th of the month and any required performance or reporting measures to the City on or before the 25th of the month for services provided during the preceding month. The City may withhold payment due to late, incomplete, inaccurate invoices, performance measures not equitable to expenditure rates, and for all other contract reports due to DACC.

The City shall not be liable to the Contractor for any costs which have been paid under other agreements, from other funds, or for costs incurred or services rendered before or after the Agreement term. In addition, the City shall not be

liable for any costs incurred by the Contractor which were: a) incurred prior to the effective date of this Contract or b) not billed to the City within 60 calendar days following termination date of this Contract.

3.3.2 Payments shall be made within 30 days upon receipt of a complete and correct invoice or payment request setting forth in sufficient detail services rendered and expenses incurred.

3.3.5 City's Maximum Liability for Initial Term. The maximum liability to the City for work performed by the Center under this Agreement shall not exceed \$543,427.00.

3.3.6 Overpayment. Center shall refund to the City any money which has been paid to Center by the City, which the City reasonably determines has resulted in overpayment to Center. Such refund shall be made by Center to the City within thirty (30) days after the refund is requested. If the City enters into any subsequent Agreement with Center and Center fails to refund any money owed to the City within thirty (30) days of request, the City may offset the difference against the next advance or payment payable to Center.

## **4.0 CENTER RESPONSIBILITIES**

### **4.1 Delivery of services.**

4.1.1 The City funds provided through this Agreement will be used by Center to provide for services as specified in Exhibit A and in accordance with all other terms and conditions stated in this Agreement.

4.1.2 In the event that Center incurs a termination or significant loss of funding from sources other than the City and which the Center depends for performance under this Agreement, Center shall:

- a. Notify DACC immediately of such loss of funding, the amount involved, and the services impacted;
- b. Provide DACC with thirty (30) days written notice if the decrease in funding requires the termination of the Agreement, in whole or in part, with a description of the anticipated impact on services resulting from such decreases; and
- c. Advise DACC on options to reduce services with concomitant reductions in the City's funding obligations based on the mutual agreement of the Parties.

### **4.2 Records**

4.2.1 Center shall maintain all records and documentation necessary to evaluate the financial and performance efficacy of the provision of services under this Agreement and to perform audits authorized by this Agreement. Center shall maintain financial records and clinical documentation in a readily available state and location.

4.2.2 Clinical documentation should be reasonably accessible to the City and its authorized representatives. Center agrees to mask information identifying clients in a way that will not obstruct the City's monitoring and evaluation duties in any way unless the client has signed a release that authorizes the Center to release identifying information, or such release of identifying information is otherwise allowed by applicable law, rule or regulation. Clinical documentation includes, but is not limited to, information related to psychiatric visits, emergency room visits, and emergency medical service calls.

4.2.3 All records maintained under the terms of this Agreement shall be retained until all audits are complete and all questions arising from those audits or any other issues pertaining to this Agreement are resolved satisfactorily or three (3) years after the date of this Agreement and all Renewal Terms end, whichever occurs later.

4.3 Confidentiality. Center shall ensure the confidentiality of records and other information relating to clients receiving services in accordance with applicable regulations and applicable professional ethical standards. This provision shall not be construed as limiting the right of access to client information, with appropriate release of information by DACC and Center, to include evaluation, data collection and billing purposes.

#### 4.4 Reports

4.4.1 Monthly Performance Reports. Center shall report monthly on the performance measures set out in Exhibit B.

4.4.2 Monthly Financial Reports. Center shall report monthly on how the funds received under this Agreement are allocated and expended.

4.4.3 The reports shall be in the format which is determined by DACC.

4.4.4 The reports shall be submitted to DACC before or on the twenty-fifth (25) of the month unless it falls on a weekend or City holiday whereas it may be submitted on the following business day. The first reporting period shall start on October 1, 2015 and end on October 31, 2016. Each month thereafter shall constitute a required reporting period.

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

4.4.6 Community Planning

Contractor agrees to participate in, and support, the DACC Advisory Commission as requested by the City.

4.5 Insurance. Center shall comply with the insurance requirements set out in Exhibit D of this Agreement.

## **5.0 FINANCIAL AFFAIRS AND AUDITS OF CENTER**

5.1 Center's Financial Affairs. Center will manage its financial affairs in accordance with generally accepted governmental accounting standards.

### **5.2 Audit**

5.2.1 Center, at its own expense, shall arrange for the performance of an annual financial audit to be conducted by an independent Certified Public Accountant ("CPA") for each of the Center's fiscal years in which Center receives funds under the terms of this Agreement.

5.2.2 Center shall submit a copy of the audit report (or summary thereof, at Center's option), including auditor's letters to management (if any), within the earlier of ten (10) business days after Center receipt of the report or six (6) months after the end of the Center's fiscal year, to the City unless otherwise specifically authorized by the City in writing.

5.2.3 Center will also provide the City with copies of all external program and financial audits and monitoring reports of Center operations (or a summary of any or all such documents, at Center's option) within ten (10) business days of receipt.

5.2.4 Center agrees to permit the City to audit Center's records pursuant to Section 5.4 below, and to cooperate with the City in obtaining any documents, materials, or information necessary to facilitate such audit.

5.2.5 The City reserves the right to conduct audits of financial and program performance rendered under this Agreement.

### **5.3 Center Records**

5.3.1 Records of the Center, its subsidiaries and affiliates that are subject to audit, shall include, but not be limited to, accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent to revenue and related costs and expenses of this Agreement. This includes records that will properly identify all revenues, all costs, including direct and indirect costs of labor, materials, equipment, supplies, and services and all other costs or expenses of whatever nature relating to this Agreement.

### **5.4 Access to Records**

5.4.1 Center shall make Center records (as described in Section 5.3 of this Agreement) open to inspection and subject to audit and reproduction by the City and its authorized representatives during normal business hours.

5.4.2 Center shall allow the City access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by Center in relation to the performance of this Agreement while this Agreement is in effect and for a period of three years thereafter. All records must be retained beyond the third year and for so long as any audit is in progress and the findings of a completed audit have not been resolved satisfactorily or both, or until any claim or lawsuit pertaining to this Agreement remains unresolved as determined by the City.

## **5.5 Access to Facilities**

5.5.1 Center shall provide access to Center facilities to the City to conduct an audit.

5.5.2 Center shall provide adequate and appropriate work space to its' authorized representatives to conduct interviews and review records for audits.

5.5.3 The City will conduct interviews and review records at reasonable times and in reasonable places.

## **6.0 CLAIMS NOTIFICATION**

6.1 Claims notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against either Party in relation to the performance of this Agreement, any Party who becomes aware of such claim or other action shall give written notice to the other Party, of the claim, or other action within three (3) business days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding, the basis of the claim, action, or proceeding, the court or administrative tribunal, if any, whether the claim, action, or proceeding was instituted, and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in 11.0 of this Agreement. Except as otherwise directed, each Party shall furnish to the other party copies of all non-privileged pertinent papers it receives with respect to these claims or actions.

## **7.0 SUSPENSION OF FUNDING**

7.1 If the City reasonably determines that the Center is failing to timely and properly perform its obligations, the City without limiting any rights it may otherwise have, may at its discretion, and upon three (3) business days written notice to the Center, withhold further payments to the Center. Such notice may be given by mail or by personal service and include the default or failure and the action required for cure.

7.2 The period of funding suspension will be as long as appropriate to accomplish corrective action, but, in no event, may it exceed sixty (60) calendar days. At the end of the suspension period, if the City determines that the default or failure has been corrected, the City will restore the Center's compliance status to full compliance status and will pay all funds withheld during the suspension period.

7.3 The City has the right, to suspend this Agreement without prior notice and opportunity to correct upon a reasonable belief of imminent or actual misuse or misappropriation of any Agreement Funds. The period of suspension based on this provision will be as long as appropriate and necessary to complete an investigation, but in no event may it exceed sixty (60) days without compensation to the Center. Should the City choose to exercise its rights under this clause, upon reaching a decision to suspend, notice will be forwarded immediately to the Center notifying it of the suspension and any investigation.

## **8.0 TERMINATION**

8.1 Termination. Either Party may terminate this Agreement at any time by giving the other Party written notice of the termination at least thirty (30) days before the effective date of the termination.

8.2 Notification. Any Party seeking to terminate this Agreement must notify the other Parties of that decision in writing in compliance with Section 11.0 at least thirty (30) days before the date of termination. The written notice must include the reasons for the termination; the effective date of the termination; and in the case of partial termination, the portion of the Agreement to be terminated.

8.3 Cancellation of Outstanding Obligations. Upon termination or receipt of notice to terminate, whichever occurs first, Center shall cancel, withdraw, or otherwise terminate any outstanding orders, contracts, or subcontracts, to the extent they are related to the performance of this Agreement, or the part of this Agreement to be terminated, and shall cease to incur costs. The City is not liable to Center or to Center's creditors for costs incurred, or authorizations made after termination of this Agreement.

### 8.4 Continued Liability.

8.4.1 Notwithstanding any early termination pursuant to this Section 8.0, neither Party shall be relieved of any liability to the other Party for damages due to breach of this Agreement by Center.

8.4.2 The City may withhold payments to Center if the City has reasonable belief that damages are due to the City from Center until the exact amount of any damages due to City from Center is agreed upon or is otherwise determined, and such agreement or determination shall not be unreasonably withheld or delayed.

8.5 Opportunity to Correct. A Party that receives notice of termination due to a failure to satisfactorily comply with a material term(s) or condition(s) of this Agreement may avoid termination of this Agreement if the Party corrects the cause of the termination to the

reasonable satisfaction of the terminating Party and prior to the effective date of the termination.

## **9.0 AMENDMENTS**

9.1 Written Amendment. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any exhibits to it shall be made in writing, approved by the governing bodies of each Party as necessary, and signed by each Party.

## **10.0 ENTIRE AGREEMENT**

10.1 All oral and written agreements between Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

10.2 The exhibits set out below are hereby made part of this Agreement, and constitute promised performances by Center and City in accordance with all the provisions of this Agreement.

- Exhibit A: Work Statement
- Exhibit B: Performance Measures for Road to Recovery
- Exhibit C: Proposed Road to Recovery Budget
- Exhibit D: Insurance Requirements for City Contracts
- Exhibit E: Addendum to Work Statement
- Exhibit F: Road to Recovery Reports
- Exhibit G: Debarment Certification Form

## **11.0 NOTICES**

11.1 Written notice. Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this Section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address herein specified.

### **11.2 City Address**

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

### **11.3 Center Address**

David Evans, Chief Executive Officer  
Austin Travis County Integral Care (ATCIC)



P.O. Box 3548  
Austin, Texas 78764-3548

With a copy to the Center's General Counsel at the same address.

11.4 Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 11.0.

## **12.0 OTHER AGREEMENTS**

12.1 It is understood and agreed by Parties that the terms of this Agreement do not in any way limit or prohibit current or future agreements between the Parties for the provision of additional services as mutually agreed to in writing by the Parties.

## **13.0 MISCELLANEOUS PROVISIONS**

13.1 Applicable law. The Parties expressly acknowledge and agree that the City and Center shall comply with the Constitution of the United States and the State of Texas and all federal, state, county, and city laws, rules, orders, ordinances, and regulations applicable to performance of this Agreement. Nothing herein shall alter the duty of the Parties to comply with applicable requirements of law.

13.2 Assignability. No Party may assign any of the rights or duties created by this Agreement, or any interests in this Agreement without the prior written approval of the other Party.

### **Designation of Contract Managers.**

13.2.1 The City's Contract Manager is Ricardo Zavala, and shall be responsible for oversight and monitoring of Contractor's performance. The City's Contract Manager:

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

13.2.2. The Contractor's Contract Manager is Sheryl Stiffler who shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

13.3 Binding contract. Subject to 13.2, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties.

13.4 Non-waiver. No payment, act, or omission by either Party may constitute or be construed as a waiver of any breach or default which then exists or may subsequently exist.

13.5 Reservation of Rights. All rights of either Party under this Agreement are specifically reserved and any payment, act, or omission shall not impair or prejudice any remedy or right to the other Party under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

13.6 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performed in Travis County, Texas.

13.7 Severability. If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder shall remain valid and binding.

13.8 Survival. Conditions and covenants of this Agreement which by their terms are performable after termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

13.9 Political Activity. Center shall not use any of the performance under this Agreement or any portion of the Agreement Funds for any activity related to the result of an election for public office.

13.10 Sectarian Activity.

13.10.1 Center shall ensure that activities performed under this Agreement shall be carried out in a manner free from religious influence.

13.10.2 Center shall not execute any agreement with any primarily religious organization to receive Agreement Funds from Center unless the agreement includes provisions to effectuate this Section.

13.10.3 Center shall submit such proposed agreements to the City prior to the release of Agreement Funds.

13.11 Publicity. When appropriate, as reasonably determined by DACC, Center shall publicize the services and activities of Center under this Agreement. In any publicity prepared or distributed by or for Center, the funding through the City will be mentioned as having supported the project.

13.12 Dispute Resolution. When mediation is acceptable to all Parties in resolving a dispute arising under this Agreement, the Parties agree to use Dispute Resolution Center of Austin, Texas as a provider of mediations as described in Texas Code of Civil Practice and Remedies Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TX Civil Practice and Remedies Code §154.073, unless both Parties agree, in writing, to waive the confidentiality.

13.14 Interpretational Guidelines.

13.14.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and to include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or day that the City has declared a holiday for its employees, it shall be omitted from the computation.

13.14.2 Gender. Words of any gender in this Agreement shall be construed to include any other gender.

13.14.3 Headings. The headings at various provisions of this Agreement have been included to make it easier to locate the subject covered by that section or subsection and are not to be used in construing this Agreement.

13.14.4 Third Parties. This Agreement creates no third party rights.

13.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00. \*Form is provided as Exhibit F\*

## 14.0 LEGAL AUTHORITY

14.1 Authority. Each Party guarantees that it possess the legal authority to enter into this Agreement, pay or receive funds authorized by this Agreement, and to perform the actions it has obligated itself to perform under this Agreement.

14.2 Signors. The person or persons signing this Agreement on behalf of each Party, or representing themselves as signing this Agreement on behalf of each Party, do hereby warrant and guarantee that he, she, or they have been duly authorized by that Party to sign this Agreement on behalf of that Party and to bind that Party validly and legally to all terms, performances, and provisions in this Agreement.

14.3 Suspension. City shall have the right to suspend or terminate this Agreement if there is a dispute as to the legal authority of either the Center or the person signing this Agreement on its behalf to enter into this Agreement or to render performance under it.

## **15.0 CONFLICT OF INTEREST**

15.1 Center shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Center who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to it, or the proceeds under it, either for him, her, or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

## **16.0 EFFECTIVE DATE**

16.1 This Agreement will be executed in duplicate originals and effective October 1, 2015 ("Effective Date"), when executed by all Parties.

**AUSTIN TRAVIS COUNTY  
INTEGRAL CARE (ATCIC)**

**CITY OF AUSTIN**

BY: \_\_\_\_\_  
DAVID EVANS  
CHIEF EXECUTIVE OFFICER

BY: \_\_\_\_\_  
MARC OTT  
CITY MANAGER, AUSTIN

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **INTERLOCAL COOPERATION AGREEMENT**

### **EXHIBIT A**

#### **WORK STATEMENT**

**CONTRACTOR:**

Austin-Travis County Integral Care (ATCIC)  
1430 Collier Street  
P.O. Box 3548  
Austin, Texas 78764-3548

**CONTACT:** Sherry Stiffler  
Phone: 512-804-3450

**PROGRAM TITLE:**

Road to Recovery

**PROJECT DESCRIPTION:**

Overview

Road to Recovery is an integrated mental health and substance use disorder treatment program for individuals who have a history of repeated contact with the criminal justice system. The appropriate level of care for clients is determined using a validated risk assessment tool. All assessments and treatment modalities use evidence-based methodologies to determine

individualized treatment plans based on the referred client's needs, risks, and required level of care.

ATCIC, in cooperation with the City of Austin will establish and administer a treatment facility at 4019 Manchaca Rd, Austin, TX 78704, for the purpose of providing services to Road to Recovery clients.

### Referral Process

Road to Recovery accepts clients referred from DACC. The referral process will be administered by DACC, working from a list of priority clients. DACC clients will be classified into three tiers based on their level of involvement with the criminal justice system. This list will be updated by DACC on a quarterly basis:

Tier 1: Community Court Frequent Offenders (more than 25 DACC cases and an active DACC case within the last two years)

Tier II: DACC defendants with 15-24 cases

Tier III: A client with any history at DACC

Utilizing the referral process agreed upon by all parties, DACC will schedule client assessments for DACC clients. Clients who fall into one of these three tiers and express a desire to enter Road to Recovery will be assessed by Road to Recovery staff using a validated risk assessment tool (such as the ASI Lite and Socrates). Clients will then be admitted to Road to Recovery based on bed availability and a combination of tier priority and assessment results, including information about previous treatment episodes. Road to Recovery and DACC staff will collaborate to prioritize client referrals. Exceptional referrals for defendants who fall outside of the tier system will be considered on a case by case basis.

### Administering Road to Recovery

ATCIC will:

#### 1. Facility management:

- a. Manage the physical plant and maintenance operations of the treatment facility.
- b. Oversee all facets of the daily operations, ensuring compliance with applicable local, state, and federal laws, policies, and regulations.
- c. Coordinate all maintenance, custodial, safety, security, construction, and/or grounds maintenance of the facility. Develop and implement facility operating policies and procedures.
- d. Responsible for client, visit, vendor, and staff facilities satisfaction metrics.
- e. Develop business processes for general facility related activities (such as evacuation plans and site maintenance work).
- f. Develop and maintain emergency/disaster preparedness and recovery plans.
- g. Coordinate and supervise the maintenance of all aspects of the fire suppression system (including but not limited to fire panel, smoke detectors, and extinguishers).

2. Create uniform protocols for an evidence-based assessment and screening of referred clients to establish suitability for the program, incorporate services currently being received to avoid duplication in services, to identify risks, to determine needs and individualized treatment plans appropriate to their required level of care.
3. Provide integrated mental health and/or substance use disorder treatment utilizing evidence-based assessment and evidence-based cognitive treatment methodologies most appropriate to their required level of care.
4. Track and document client progress and program costs in compliance with Exhibit B, "Performance Measures for Road to Recovery."
5. Provide case management (as defined by the Health and Human Services Commission, case management involves an accountable staff person providing services) that provides a connection between the clients and the system of publicly-funded and community partner services and supports, and assures that these services meet reasonable standards of quality and lead to improved outcomes for individuals. Case Management shall also include:
  - a. Collaboration with client to develop a Person Centered Care Plan (PCCP) outlining client goals and the steps that will be taken to achieve those goals;
  - b. Collaboration with client to develop a Case Management Plan, with weekly review and/or updates to document progress toward goal achievement, a copy of which shall be provided to the client and to the referring DACC case manager and any other professional working with the client (i.e. defense attorney, judge, probation officer, etc.);
  - c. Transporting clients to meet with the DACC judge, for any scheduled hearing, to review the client's progress in treatment.
  - d. Comprehensive discharge planning to prepare the client to transition into the community following inpatient treatment phase, utilizing a team approach involving referring DACC case manager, any housing case manager assigned to the client, and any other professional working with the client (i.e. defense attorney, judge, probation officer, etc.). Team discharge planning meetings shall be coordinated by the Road to Recovery staff members assigned to the client.
  - e. Assist and train eligible clients in preparation for employment, if appropriate, to include:
    - i. Resume writing;
    - ii. Job search skills;
    - iii. Interviewing skills; and
    - iv. Training in skills necessary to maintain employment.
  - f. Identify and assist eligible clients with applying for and securing income support services, such as SSI, SSDI, food stamps, etc.
  - g. Assist and train clients to complete housing applications, to include market rate, subsidized, transitional and permanent supportive housing.

- h. Assist client in obtaining a primary care physician and all needed medications for physical and mental health needs.
  - i. Provide transportation and transportation training to clients for medical, dental, mental health, ID, housing, benefits, and employment appointments or ensure client has resources to utilize public transportation.
  - j. Notification of referring DACC case manager, any housing case manager assigned to the client, and any other professional working with the client by the following business day of a client leaving the program for any reason.
- 6. Set up and administer:
  - a. Client program rules, policies, and procedures; and
  - b. Standards for successful completion of the program.
- 7. Provide a minimum per client at the Road to Recovery facility, subject to clients adhering to program rules, policies, and procedures, the following sequential services:
  - a. 90 day inpatient services; utilizing evidenced-based treatment modalities as determined by the Center; the Center will adhere to DSHS requirements for provision of residential and Intensive Outpatient Substance Abuse Treatment (TAC Rule, Chapter 448, Standards of Care).
  - b. 90 day aftercare services as defined by the Center, to include continued weekly review and/or updates of individualized service plan, a copy of which shall be provided to the client, the referring DACC case manager, any housing case manager assigned to the client, and any other professional working with the client (i.e. defense attorney, judge, probation officer, etc.);
  - c. Inform clients that they are allowed to re-engage in aftercare following the completion of the 180 day program, as needed.
- 8. Set up and maintain a reporting system to adhere to the requirements outlined in section 4.4 Reports of the above contract to include:
  - a. Identify and track each unduplicated client;
  - b. Track services provided to each client;
  - c. Report the results of services provided;
  - d. Report monthly on performance measures as set out in Attachment B; and
  - e. Identify expenditures and provide proper billing to the City
  - f. Provide DACC with a daily census, Monday through Friday before 5 pm.

Condition for use of City funds



Notwithstanding any other provision in this Agreement, Center agrees that the funds provided by the City shall not be used for medical services, including detoxification services that require medical direction or medical/health services.

## **INTERLOCAL COOPERATION AGREEMENT**

### **EXHIBIT B**

#### **PERFORMANCE MEASURES FOR ROAD to RECOVERY**

<b>Residential Treatment Measures to be reported monthly</b>	<b>FY2016 Target</b>
Number of clients served in residential treatment at Road to Recovery	28
Number of clients successfully completing residential treatment at Road to Recovery	21
Percent of clients successfully completing residential treatment at Road to Recovery	65%
Number of client screenings	35
Percent of clients who have obtained a picture ID	80%
Percent of clients who have obtained/actively seeking paid employment or initiated process to obtain benefits	80%
Percent of clients who have maintained or obtained a primary medical care home before they complete the residential program	80%
Percent of clients discharged to stable housing upon completion of residential treatment	60%
Number of incomplete treatment episodes due to client leaving residential program	<7
Number of incomplete treatment episodes due to the program discharging the client	<7
Number of treatment hours provided in Residential	897
<b>Aftercare Treatment Measures to be reported monthly</b>	
Unduplicated Clients entering aftercare following successful discharge from residential care	65%
Number of clients re-engaging in aftercare	3
Total number of case manager contacts	518
Number of case manager contacts at Road to Recovery offices	Less than 50%
Number of case manager contacts at client home or in community (target is combined number of community and home contacts)	Greater than 50%
Annual number of groups held in aftercare	143
Number of unduplicated clients participating in groups	10
Number of individual counseling sessions attended	173
Annual number of pro-social events held	12
Number of 30 day sobriety certificates given	10
Number of 60 day sobriety certificates given	7
Number of 90 day sobriety certificates given	4
Total number of client contact hours	966
Percent of clients who complete at least 60 days of aftercare service	65%

Percent of clients who complete at least 90 days of aftercare service	65%
Percent of clients with successful treatment episodes who report sobriety 6 months after exiting services that remain in contact with any of the participating entity case managers and who remain housed.	7
Total Number of clients leaving residential treatment entering transitional housing funded by DACC	65%
Number of clients that remain in DACC funded transitional housing for 30 days after residential treatment	60%
Number of clients that remain in DACC funded transitional housing for 60 days after completing residential treatment	55%
Number of clients that remain in DACC funded transitional housing for 90 days after completing residential treatment	40%

**Project Recovery**  
**City Fiscal Year '16 Budget**  
**(10/01/2015 - 09/30/2016)**  
**Proposed Budget**

<b>Position</b>	<b>Position</b>	<b>FTE</b>	<b>Total Contract</b>
LPHA	6385	0.4667	24,957
Caseworker	6398	0.4667	18,006
Caseworker	6399	0.4667	16,998
LVN	6853	0.4667	20,011
Psychiatrist	6434	0.0700	14,492
Prog Mgr	6670	0.4667	36,616
LCDC	5852	0.0950	4,484
LCDC	6131	0.0950	4,484
LCDC	6660	0.0950	4,753
QMHP	new	1.0000	36,005
QMHP	new	0.5000	18,003
Admin Support	new	0.5000	16,022
Residential Support Staff	multiple	3.1033	93,018
<b>Total Salary</b>		7.7918	<b>307,849</b>
<b>Total Fringe</b>			<b>84,747</b>
<b>Total Personnel</b>			<b>392,596</b>
Building Maintenance			13,109
Other Building Expense			12,218
Utilities			12,250
<b>Total Building Expenses</b>			<b>37,577</b>
Supplies			1,946
Groceries			31,307
Travel			585
Bus/Taxi			3,617
Minor Medical & Supplies			816
Clothing Toiletries			4,375
Other (Network Usage, Telephone, General Liability Insurance, Vehicle Expense)			21,206
<b>Total Other Operating Expenses</b>			<b>63,852</b>
<b>Total Direct Expense</b>			<b>\$494,025</b>
<b>Indirect Expense (10%)</b>			<b>\$49,402</b>
<b>Total Contract</b>			<b>\$543,427</b>

## **INTERLOCAL COOPERATION AGREEMENT**

### **EXHIBIT D**

#### **INSURANCE REQUIREMENTS FOR CITY CONTRACTS**

##### **A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Verifications of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Verifications of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Verification e of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund, and will also accept insurance written by the Texas Council Risk Management Fund.

- vi. 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 Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor 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.
- viii. 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.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract 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 Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor 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.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days’ written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Requirements:**

**a. Workers’ Compensation**

i. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

iii. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:

a. Waiver of Subrogation (Form 420304)

b. Thirty (30) day Notice of Cancellation (Form 420601)

**b. Commercial General Liability Insurance**

i. Minimum limits:

*\$500,000\** combined single limit per occurrence for coverage A and B.

**\*Supplemental Insurance Requirement**

If eldercare, childcare, or housing for clients is provided, the required limits shall be: *\$ 1,000,000* per occurrence

ii. The Policy shall contain or be endorsed as follows:

a. Products and Completed Operations

b. Independent Contractor Coverage

iii. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

a. Waiver of Subrogation (Form CG 2404)

b. Thirty (30) day Notice of Cancellation (Form CG 0205)

c. City of Austin named as additional insured (Form CG 2010)

iv. *\$100,000/\$300,000* coverage.

c. The policy shall be endorsed to cover injury to a person while the person is in the care of the Contractor or Subcontractor.

**d. Business Automobile Liability Insurance**

i. Minimum limits:

*\$500,000* combined single limit per occurrence

a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of *\$1,000,000* per occurrence.

b. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: *\$100,000/\$300,000/\$100,000* may be provided in lieu of Business Automobile Liability Insurance.

ii. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

a. Waiver of Subrogation (Form TE 2046A)

b. Thirty (30) day Notice of Cancellation (Form TE 0202A)

c. City of Austin named as additional insured (Form TE 9901B)

**e. Professional Liability Insurance**

Coverage shall be provided with a minimum limit of *\$500,000* per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Agreement. 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 twenty-four (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 Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

**f. Blanket Crime Insurance**

A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

**g. Errors and Omissions Insurance**

Errors and Omissions 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 twenty-four (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 Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

**h. Property Insurance**

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment. The policy shall include the City as loss payee.

# **INTERLOCAL COOPERATION AGREEMENT**

## **EXHIBIT E**

### **ADDENDUM TO WORK STATEMENT**

#### **Aftercare and Case Management in the Community**

**Upon discharge from the residential portion of Road to Recovery, the client will be considered eligible for aftercare and case management in community for up to 90 days.**

#### **Service Provision**

The integrated case manager is expected to develop a Case Management Plan (CMP) with each client. Integrated case management should begin upon the client's admission to residential treatment. The CMP should include goals to be attained while in residential treatment, short-term goals for the first 72 hours, post successful completion of residential treatment and long-term goals post the first 72 hour period. The CMP should be modified and updated as the client moves through the process from incarceration to residential treatment, to reintegration into the community, and finally to stabilization within the community.

All CMP plans will be shared and utilized by all Road to Recovery staff interacting with the clients, this may include: integrated case managers, therapists, counselors, nurses and physicians and external case managers interacting with the clients. The CMP will be reviewed weekly and/or updated at 30, 60, 90 and 180 day points during service, including time spent in residential treatment.

#### **Supportive Services**

The CMP will include supportive services to be provided in the order assessed and deemed most beneficial by the integrated case manager and the client. It is expected that case managers conduct in-person meetings with each client in their place of residence in addition to having the expectation that the clients come to the Road to Recovery offices. Integrated case management may include the following:

1. **Legal Assistance:** The client may utilize the case manager to navigate the legal system and other criminal justice departments around the state and the country.
2. **Emergency Hygiene and Clothing:** The integrated case managers will assist clients in obtaining items such as shirts, pants, socks, underwear, coats, and hygiene products as needed.
3. **Identification Documents:** The integrated case manager may assist the client in navigating the process of obtaining social security cards, insurance cards, birth certificates and state identification.
4. **Housing:** The integrated case manager will collaborate with case managers at shelters, transitional housing, sober/recovery residences, apartment complexes to advocate for clients as needed. Case managers also provide information and education to clients about



how to access shelters. Case managers will also help the client in navigating applications and supporting documentation, appeals, and move-ins. Case managers assist the client in obtaining the basic needs of living once the client has been housed.

5. **Food:** Integrated case managers assist clients in obtaining food by providing lists of local food pantries and served meals, assist clients in obtaining SNAP (Food Stamps) and can issue gift cards to grocery stores for emergency assistance.
6. **Employment Assistance:** Once the client's basic needs are met and they experience a level of stability, integrated case managers may offer the client direct assistance with employment applications and resume writing. They may assist clients in basic interviewing skills in preparation of upcoming interviews.
7. **Application for Benefits:** Integrated case managers may assist clients at any stage in the application for Social Security benefits with navigating the process. Case managers may transport a client to the Social Security Office and help advocate for benefits and can assist in gathering medical documents and other necessary documents.
8. **Phone Number/Mailing Address:** The integrated case managers' office may be the mailing address for important documents to be received on behalf of the clients. Case managers are able to hold documents such as birth certificates, program completion certificates, social security cards in a double locked filing system. The client may also utilize case manager phones during business hours. Integrated case managers may give their phone numbers to other service providers who need to directly contact a client.
9. **Crisis Intervention:** Integrated case managers assess clients in crisis to determine what level of care is needed. Case managers work with Center, the Austin Police Department's Mental Health Officers, domestic violence service providers and substance abuse treatment facilities to link clients with the appropriate level of care.
10. **Transportation:** Integrated case managers may transport clients to appointments for services such as: Medical Assistance Program (MAP), social security, Department of Public Safety, Vital Statistics, Psychiatric Emergency Services (PES), SNAP (food stamps), and may assist with a housing move.
11. **Counseling Services:** While clients will be receiving counseling directly from Road to Recovery staff while in residential treatment, the integrated case manager should continue to assess the client's needs for ongoing individual counseling services once the client has completed the residential phase of Road to Recovery. If it is deemed that the client is in need of ongoing services, the integrated case manager should communicate this need to the client's counselor.
12. **Medical Treatment:** Integrated case managers work closely with the providers in the community to ensure that the clients receive the medical care required. These services may include help with obtaining prescriptions. Integrated case managers also assist clients who have Medicaid/Medicare to navigate the network of providers.

13. **Family/Social Network Support and Involvement:** Integrated case managers will ask each client to sign a consent to release of information so that the case manager and the client may work with the client's families and/or significant members of the client's social network to help all parties gain understanding of how to effectively support one another and assist all parties become prepared for return.
14. **Collaboration:** Integrated case managers will work in collaboration with other case managers, service providers and other professionals with which the client may be involved. Weekly meetings between the Road to Recovery case managers and with community case managers engaged with the clients will occur to ensure that the appropriate sharing of information is regularly occurring.
15. **Graduation:** Integrated case managers will assist with the coordination of the graduation ceremonies from both the residential and aftercare portions of the program.

### **Aftercare Components**

Road to Recovery will offer therapeutic groups to those individuals who have successfully graduated from the residential program.

1. The groups will be offered a minimum of two times per week during alternating times of the day to ensure that all aftercare participants may find a time that is convenient.
2. Individual counseling will be offered to individuals in the aftercare program on an as needed basis. This will be determined by the counselor and the client together.
3. Aftercare graduates will be utilized as mentors for the others in aftercare. Mentoring may include meeting with the aftercare client to offer individualized support or may involve the mentor coming to the weekly groups for aftercare participants in addition to attending pro-social events offered by the Road to Recovery program.
4. Once a month, Road to Recovery will offer a pro-social event open to all current and past clients. Examples of these events may be a movie night, Barbeque Night or Alumni Night.
5. Graduation ceremonies will be held on a regular basis to recognize the successful completions of the residential component, successful completions of the aftercare component and other successes such as 30, 60, and 90 days of sobriety. These celebrations will be the joint effort of Road to Recovery staff and alumni.

### **Client Aftercare Expectations**

Clients will be expected to: (1) attend a minimum of one group a week in order to continue to utilize case management services to continue to be considered an active participant. (Incentives will be offered during group time to encourage participation) and (2) clients are expected to be engaged weekly with their integrated case manager.

### **Aftercare and Case Management in the Community Post Release – Tracked and Measured**

The Parties agree to a monthly collaborative meeting to review the status of R2R participants (with blind identifiers) utilizing a tracking mechanism (Exhibit F to this Addendum). The goal of the collaborative meeting is to problem solve and collaboratively develop solutions to help achieve the goals in each of the categories in Attachment A, which reflect the scope of work described in the Addendum. Center will report on the outputs and outcomes of this tracking mechanism monthly, as well as any qualitative data gathered during these periods. The tracking mechanism will include a cumulative listing of clients (with blind identifiers) and the milestones achieved by each at the time of the monthly reporting and will be used for operational briefings in the monthly collaborative meeting described above.

### **Case Management Status**

In order to differentiate between clients who had been engaged but refused ongoing case management and those who chose to actively work with a case manager, the client's case management status is identified as one of the following:

1. Pending: A client has met with a case manager and has expressed an interest in case management, but had not yet attended an initial meeting with case manager.
2. Active: A client who has completed at least one meeting with the case manager and is working on goals with the case manager.
3. Inactive: A client who was either pending but never completed the initial meeting, or who was active but later disengaged from case management. As a general guideline, clients who were previously "active" became "inactive" after 30 days of no contact with the case manager.
4. Successfully Discharged: A client who was previously "active" and has disengaged from case management due to successful stabilization.

### **Performance Goals:**

Case managers will work to keep clients engaged and in the aftercare program. If the aftercare and residential case managers are different, some continuity should occur between the two phases of Road to Recovery. Performance goals specifically related to aftercare case management and case management statuses are as follows:

- I. 65% of the clients successfully completing residential treatment will become engaged in aftercare.
- II. 90% of the clients engaged in aftercare will have their initial aftercare visit, and be removed from pending status, no longer than 7 days post residential treatment and at no time should this time exceed 14 days.

65 % of the clients engaged in aftercare will be successfully discharged from the aftercare program. At no time should more than 10% go inactive without aftercare case managers seeking re-engagement from the client. This will often mean case managers meeting with family and friends to locate the client, if the client is not easily accessible and if consent to release information has been signed by the client.

- III. Client contacts will be measured for each client monthly. 50% of the contacts should occur in the community. IE: Client place of residence, client place of employment or when case manager is assisting clients with community resources.
  - a. During the first 30 days post residential treatment release, clients should see their case managers at least weekly.

Performance goals are captured from data collected in both Exhibit B and F.



## EXHIBIT G

### **Debarment Certification Form**

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

**By signing and submitting this certification, the contractor/potential contractor accepts the following terms:**

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

**Do you have or do you anticipate having subcontractors under this proposed contract?        YES        NO**

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

☐

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

☐

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Austin Travis County Integral Care

Vendor I.D. or Social Security No.

#741547909