



**AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
TRAVIS COUNTY HEALTHCARE DISTRICT
DBA CENTRAL HEALTH
FOR
SOCIAL SERVICES**

(Healthier Austin Partners for Homelessness Comprehensive Review)

AGREEMENT NO. _____

AGREEMENT AMOUNT: \$400,000

This Interlocal Agreement (Agreement) is made by and between the City of Austin (the City) acting by and through its Austin Public Health department (APH), a home-rule municipality incorporated by the State of Texas, and Travis County Healthcare District d/b/a Central Health, a hospital district created under Chapter 281 of the Texas Health and Safety Code (Central Health).

This Agreement is authorized under the Interlocal Cooperation Act, Chapter 791, Texas Government Code for the performance of governmental functions under services and related payments shall be ~~are~~ made from current revenue available to the paying party ~~revenue~~.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Purpose and Extent of Agreement.

1.1.1 City has executed a contract with McKinsey & Company, Inc. Washington D.C. ("~~McKinsey~~") to provide a comprehensive review to collaboratively assess the scope and effectiveness of the of homelessness strategies, programs, and services provided by the City of Austin and other partners, which may include Central Health, Travis County, Integral Care, and The University of Texas at Austin Dell Medical School ("Partners") for the purpose of making homelessness rare, brief, and non-recurring.

1.1.2 The Partners intend to work together in a collaborative and cooperative manner, through joint decision making and communication with McKinsey throughout the process of completing the review. The Partners intend to use the review report as the basis for understanding the work of each entity, leveraging opportunities to work together more effectively in serving people experiencing homelessness and creating an action plan to further work together.

1.1.3 City and Central Health have agreed the City will task McKinsey ~~& Company, Inc. Washington D.C.~~ to collaborate with ~~conduct a review of~~ Central Health as part of this effort to better coordinate and align ~~'s~~ homelessness strategies, programs, and services across organizations to make homelessness rare, brief, and non-recurring for the benefit of residents, in exchange for payment to the City for such services.

1.2 **Responsibilities of the City.** City shall ensure McKinsey ~~& Company, Inc. Washington D.C.~~ provides 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. Scope of Work for Homelessness Comprehensive Review. Exhibit A. Scope of Work for Homelessness Comprehensive Review is not applicable to Central Health's collaboration with McKinsey. Central Health's participation in the review, collaboration with McKinsey, and deliverables are identified in Exhibit B Scope of Work for Central Health's Participation in Homelessness Comprehensive Review –and Central Health Deliverables ("Exhibit B"). City shall assure that all Agreement provisions are met by McKinsey ~~& Company, Inc. Washington D.C.~~ and any subcontractor hired by McKinsey ~~& Company, Inc. Washington D.C.~~ to fulfill the requirements of the Agreement.

1.3 Responsibilities of Central Health. Central Health shall reimburse City for City's costs incurred from ~~February~~January 1, 2024 to April 30, 2024 for McKinsey's ~~& Company, Inc. Washington D.C.'s review of~~ collaboration with Central Health as part of its review, alignment and coordination of community's homelessness strategies, programs, and services, in an amount not to exceed \$400,000. Central Health will collaborate with McKinsey and the Partners as described in Exhibit B.

~~1.31.4~~

1.41.5 Designation of Key Personnel.

1.4.1 Each party shall designate a Contract Manager or designees that shall be responsible for oversight and monitoring of the performance of each party under this Agreement and serve as their designated point of contact, and conduct the following:

(a) Participate in the Workgroup established to achieve the purpose articulated in Exhibit B and guide the work of McKinsey

~~(a)(b)~~ (b) may meet to discuss any operational issues or the status of the services or work to be performed;

~~(b)(c)~~ (c) resolve day-to-day issues that may arise during the term of the Agreement;

~~(c)(d)~~ (d) participate regularly in conference calls or meetings for status reporting; and

~~(d)(e)~~ (e) promptly review any written reports and approve all requests for payment, as appropriate.

1.4.2 If either party replaces its Contract 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

Term of Agreement. The Agreement shall be in effect for a term of ~~842~~ months beginning ~~February~~January 1, 2024 through ~~September 31~~December 31, 2024.

SECTION 3. SCOPE OF WORK

1.6 City has executed an agreement with McKinsey ~~& Company, Inc. Washington D.C.~~ for a comprehensive review of homelessness strategies, programs, and services in an amount not to exceed \$2,000,000. McKinsey ~~& Company, Inc. Washington D.C.~~ will fully and timely provide all services described in the attached Exhibit A. Scope of Work ~~for Homelessness Comprehensive Review to perform~~ in collaboration with Central Health as part of its ~~a comprehensive review, alignment and coordination of our community's of~~ Central Health's homelessness strategies, programs, and services in strict accordance with the terms, covenants, and conditions of this ILA, the agreement between City and McKinsey ~~& Company, Inc. Washington D.C.~~ and all applicable federal, state, and local laws, rules, and regulations. Exhibit A. Scope of Work for Homelessness Comprehensive Review is not applicable to Central Health's collaboration with McKinsey. Central Health's participation in the review, collaboration with McKinsey, and deliverables are identified in Exhibit B Scope of Work for Central Health's Participation in Homelessness Comprehensive Review and Central Health Deliverables ("Exhibit B"). Central Health will collaborate with McKinsey and the Partners as described in Exhibit B. To the extent that the services described in the attached Exhibit B, and the agreement between City and McKinsey diverge, the services described in the attached Exhibit B control the collaboration between Central Health and McKinsey.

SECTION 4. COMPENSATION AND REPORTING

4.1 Agreement Amount. Central Health will reimburse City in an amount not to exceed **\$400,000** for the ~~842~~-month term of the Agreement.

4.2 Reports.

4.2.1 City will provide Central Health all reports and supporting documentation obtained from McKinsey ~~& Company, Inc. Washington D.C.~~ that relate to the review, alignment and coordination of community of Central Health's homelessness strategies, programs, and services. McKinsey will provide Central Health any preliminary reports and will collaborate with Central Health including giving Central Health an opportunity to

submit comments on draft reports and findings prior to finalizing any reports. Final report will include incorporation of feedback from Central Health and Partners on findings, conclusions and recommendations for improvements in overall community strategy design and implementation, as well as synthesis of facts collected during the review. Central Health will identify any inaccuracies in the final report related to Central Health services, strategies, processes and any other matters, which will be corrected by McKinsey prior to publishing and distributing the final report. Partners will collaborate on and participate in developing an approach and materials to communicate findings to stakeholders as appropriate. Findings or recommendations related to Central Health will not be shared in a public setting, including sharing information with the media, without Central Health's approval.

4.3 **Payments**

4.3.1 **Monthly Invoices.** City shall submit a monthly invoice to Central Health that ~~details-reflects~~ the services performed by McKinsey & Company, Inc. Washington D.C. for the months of January, February, March, and April of 2024 and which specifies services performed during the engagement that are specific to Central Health.

4.3.2 **Monthly Payment Schedule.** Central Health shall pay City, from current revenue funds, monthly based upon actual expenditures paid by City ~~allocated to on behalf of~~ Central Health. City shall invoice Central Health monthly and attach to its invoice a copy of the invoices from McKinsey during each calendar month, on or before the following dates and in the following amounts:

- (a) ~~February 29, 2024 (covering the period of January 1, 2024 to January 31, 2024)~~
- (b) March 30, 2024 (covering the period of February 1, 2024 to February 29, 2024)
- (c) April 30, 2024 (covering the period of March 1, 2024 to March 31, 2024)
- (d) May 30, 2024 (covering the period of April 1, 2024 to April 30, 2024)

4.3.3 Upon receipt and approval by Central Health of each complete and accurate payment request, ~~the~~ Central Health shall process the payment to the City in an amount equal to ~~the~~ Central Health's payment obligations, subject to deduction for any ineligible costs. The final payment request, covering the period of April 1, 2024 to April 30, 2024, will not be considered complete and accurate and Central Health shall not process the payment to the City until Central Health receives a complete final report consistent with Deliverable 4 in the attached Exhibit B.

4.3.4 Central Health shall pay City's complete and correct invoices in accordance with the requirements of the Agreement and within 30 calendar days of Central Health's receipt of the complete and correct invoice, pursuant to Section 2251.021 of the Texas Government Code. If the 30th calendar day falls on a weekend or holiday as outlined in Section 7.15, the deadline to submit the payment is extended to no later than 11:59 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday.

~~4.3.5 If the Central Health does not timely pay a complete and correct invoice, interest shall accrue on the unpaid balance at the rate specified in Section 2251.025 of the Texas Government Code.~~

4.4 **Monitoring and Evaluation.**

4.4.1 City agrees that Central Health or its designee may carry out monitoring and evaluation activities to ensure adherence to Exhibit B, as well as other provisions of this Agreement.

4.4.2 City shall fully cooperate in any monitoring or review by Central Health and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.5 **Financial Audit.**

City agrees that the representatives of Central Health, or other authorized representatives of Central Health, shall have access to, and the right to audit, examine, and copy any and all records within City's possession 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,

Central Health shall have the right to immediately suspend the Agreement, upon written notice to City, if City fails to cooperate with this audit provision. City shall retain all such records for a period of five years after the expiration or early termination of this Agreement or until all audit and litigation matters that Central Health has brought to the attention of City are resolved, whichever is longer. City agrees to refund to Central Health any overpayments disclosed by any such audit.

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. If 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 parties shall be in default under the Agreement if either party (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 any report or deliverable required to be submitted under the terms of this Agreement.~~

~~5.35.1 **Termination For Cause.** In the event of a material breach~~default~~ by either party, the non-breaching~~defaulting~~ party shall have the right to terminate the Agreement for cause, by written notice effective ~~30~~40 calendar days, unless otherwise specified, after the date of such notice, unless the ~~breaching~~~~defaulting~~ party, within such ~~30~~40 day period, cures such material breach~~default~~, or provides evidence sufficient to prove to the other party's reasonable satisfaction that such material breach~~default~~ does not, in fact, exist. In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by them as a result of the other party's breach that are permitted by law~~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. Notwithstanding, nothing in this Section 5.1 shall be construed to waive either party's immunities or defenses further described in Section 6.1 of the Agreement.~~

~~5.45.2 **Termination Without Cause.** Either party 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, City shall inform McKinsey & Company, Inc. Washington D.C. to promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. Central Health shall pay City, 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. In the event of termination of the Agreement under this Section, the City shall provide Central Health with all complete and partially complete Work Products and Documentation developed under this Agreement.~~

SECTION 6. LIMITATIONS

~~6.1 **Current Revenue Funds.** Central Health shall make payments for services provided under this Agreement from current revenue funds available to Central Health and set aside for this purpose. The payment will be in an amount that fairly compensates City for the governmental services or functions performed under this Agreement.~~

~~6.2 **Immunity or Defense.** It is expressly understood and agreed by all parties that neither the execution of this Agreement nor any conduct of any representative of City or Central Health relating to this Agreement shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decision to compensate by the other Party; nor will such action by one Party operate to incur any expense or charge to the other Party.~~

SECTION 7. MISCELLANEOUS

7.1 **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 three 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 Central Health shall be addressed as follows:

To the City:	With copy to:	To the Central Health:
City of Austin Homeless Strategy Office	City of Austin Homeless Strategy Office	Central Health
ATTN: David Gray Officer	ATTN: Name & Title	ATTN: Name & Title
7201 Levander Loop, Bldg. E	Address	Address
Austin, TX 78702	Austin, TX 787 XX	Austin, TX 787 XX

7.2 **Confidentiality.** Confidential Information includes inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which either party owns and considers confidential, which shall include confidential information created as a result of services provided pursuant to this Agreement. Each party acknowledges and agrees that the Confidential Information is the valuable property of each respective party and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the affected party. Each party (including its employees, subcontractors, 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 respective party 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 party disclosing the Confidential Information promptly notifies the other party before disclosing it ~~so as to permit the other party reasonable time to seek an appropriate protective order~~. The parties agree to use protective measures no less stringent than each party 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.

- 7.2.1 The Parties agree: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the services described in Exhibit BA, Scope of Work for Homelessness Comprehensive Review, (ii) not to disclose Confidential Information to any third party other than to its employees, subcontractors, agents, and representatives who have a need to know the Confidential Information for furtherance of providing the services described in Exhibit B.A. Scope of Work for Homelessness Comprehensive Review, and (iii) to promptly notify the disclosing Party of any request for Confidential Information to be disclosed under any law or order of any court or other governmental authority with proper jurisdiction, ~~so as to permit disclosing Party reasonable time to seek an appropriate protective order~~.
- 7.2.2 All Confidential Information and derivations thereof shall remain the sole and exclusive property of disclosing Party, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of disclosing Party, the receiving Party shall promptly return to disclosing Party all tangible items of Confidential Information furnished by disclosing Party and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- 7.2.3 No expiration or termination of the Agreement shall affect either Party's rights or obligations with respect to Confidential Information.
- 7.2.4 The Parties acknowledge and agree that any breach or threatened breach of the Agreement could cause harm for which money damages may not provide an adequate remedy.
- 7.2.5 The parties agree that in the event of such a breach or threatened breach of the Agreement, in addition to any other available remedies, the Party that owns the Confidential Information may seek temporary and permanent injunctive relief restraining the other Party from disclosing or using, in whole or in part, any Confidential Information.

7.3 **No Contingent Fees.** Central Health ~~and the City~~ 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 Central Health ~~or the City~~ for the purpose of securing business. For breach or violation of this warranty, the ~~non-breaching Party~~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 Central Health, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

~~7.4 **Gratuities.** The City may, by written notice to Central Health, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by Central Health or any agent or representative of Central Health 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 Central Health in providing such gratuities.~~

7.5 **Prohibition Against Personal Interest in Agreements.** No officer, employee, independent consultant, or elected official of ~~either party~~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 as appropriate under each party's policies and procedures~~. Any violation of this provision, with the knowledge, expressed or implied, of ~~either party~~the Central Health shall render the Agreement voidable by the ~~other party~~City.

7.6 **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. City's provision of services shall be those of an independent contractor. Central Health agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

7.7 **Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of the City and Central Health and their respective successors and assigns, provided however, that ~~neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. no right or interest in the Agreement shall be assigned and no obligation shall be delegated by either party without the prior written consent of the City. Any attempted assignment or delegation by either party 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.~~

7.8 **Non-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. ~~An act of forbearance~~~~No waiver~~ by either ~~party~~ to enforce any provision of this Agreement will not be construed as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. ~~The failure of either party to exercise any right or privilege granted in this Agreement must not be construed as a waiver of that right or privilege. No waiver~~ Central Health ~~or 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.

7.9 **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 document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

7.10 **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.~~

7.11 Dispute Resolution.

7.11.1 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, one 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.

7.11.2 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, both parties 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. Both parties 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. 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 must remain confidential as described in Texas Civil Practices and Remedies Code, Sec. 154.073, unless both parties agree, in writing, to waive confidentiality.

7.12 Force Majeure.

7.12.1 Each party to this Agreement agrees to excuse the failure of another party to perform its obligations under this Agreement to the extent, and for a period of time during which, the failure is caused by an event of Force Majeure. An event of Force Majeure is any event or circumstance which prevents or delays performance of any obligation arising under this Agreement, but only if and to the extent the event or circumstance is not within the control of the party seeking to have its performance obligation excused thereby and which the party was unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure include acts of God, riots, sabotage, civil disturbances, epidemics, pandemics, public health emergencies, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Events of Force Majeure do not include economic or market conditions which affect a party's cost but not its ability to perform.

7.12.2 The party invoking Force Majeure shall give timely and adequate notice to the other party, by e-mail or telephone confirmed promptly in writing, and shall use due diligence to remedy the effects of an event of Force Majeure, as soon as reasonably possible. In the event a party's performance of an obligation under this Agreement is delayed due to a Force Majeure event, then the time for completion of the party's obligation will be extended day-for-day, provided that an event of Force Majeure shall not extend the time for performance beyond ~~October~~December 1, 2024. If an event of Force Majeure affecting performance continues for more than 30 days, the other party shall have the right to terminate this Agreement upon written notice to performing party delivered prior to the date that the performing party resumes performance.

7.13 **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 either party~~City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.14 **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.

7.15 **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
Juneteenth	June 19
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.

7.16 **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.

~~7.17 **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, Central Health 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.~~

7.18 **Public Information Act.** Both parties are 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 each party's possession or to which each party 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. Upon receipt of a Public Information Request related to the subject matter of this Agreement, the receiving party will notify the other party of the request, the requestor and the substance of the request within 2 business days. The other party will have the opportunity to assert an exception under the Public Information Act and the receiving party will not release the information requested until the exception is resolved.

7.19 **HIPAA Standards.** As applicable, each party is required to develop and maintain administrative safeguards to ensure the confidentiality of all protected health information within its possession, 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. Central Health will not share information that is protected by HIPAA or other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Central Health will not share deidentified patient level data.

7.20 **Political and Sectarian Activity.** No portion of the funds received by City under this Agreement will 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.

7.21 **Entire Agreement.** This Agreement, together with the Exhibit BA Scope of Work below Exhibits, and any addenda and amendments thereto, constitute the entire agreement between the parties, and this Agreement shall not be modified, amended, altered, or changed except with the written consent of both the parties.

7.22 **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.

7.23 **Electronic Signatures.** Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, under the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code Ann. § 322.001 et seq.) as amended from time to time. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The parties agree that execution of this Agreement by industry standard electronic signature software and or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

7.24 **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.

7.25. **Advertising.** Neither Party shall advertise or publish, without the other Party's prior written consent, the fact that either Party has entered into the Agreement, except to the extent required by law.

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

CENTRAL HEALTH

CITY OF AUSTIN

Signature: _____

Signature: _____

Name: _____
Printed Name

Name: _____
DIRECTOR
HOMELESS STRATEGY OFFICE

Title: _____

Date: _____

Date: _____

DEFINITIONS

Exhibit- An attachment to the agreement that contains additional terms and conditions.

Governmental Entity- An organization that is a unit of government, institution of higher education, or local taxing authority, such as a [hospital district or school district](#). Also includes quasi-governmental organizations, such as a local mental health authority.

Interlocal Agreement- An agreement between the City and other governmental entities, such as a county, municipality, state agency, university/college, junior college district, school district, special district, or local mental health authority for goods or services, executed pursuant to Chapter 791 of the Texas Government Code, also known as an Interlocal Cooperation Act.

EXHIBIT

Exhibit A - Scope of Work for Homelessness Comprehensive Review

[\(not applicable to Central Health – included for informational purposes\)](#)

[Exhibit B – Scope of Work for Central Health’s Participation in Homelessness Comprehensive Review and Central Health Deliverables](#)