

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN THE CITY OF AUSTIN, TRAVIS COUNTY, AND THE AUSTIN/TRAVIS**  
**COUNTY SOBRIETY CENTER LOCAL GOVERNMENT CORPORATION**  
**DOING BUSINESS AS**  
**THE SOBERING CENTER**

**PARTIES**

This Interlocal Agreement (“Agreement”) is entered into by the following parties: the City of Austin, a Texas home-rule municipal corporation and political subdivision of the State of Texas (“City”), Travis County, a political subdivision of the State of Texas (“County”), and The Austin/Travis County Sobriety Center Local Government Corporation, doing business as The Sobering Center, a Texas local government corporation (“LGC”), each a “Party” and collectively referred to within this Agreement as the “Parties.”

**RECITALS**

City and County previously determined that the consequences of public intoxication consume public resources, such as depleting law enforcement time and energy, judicial and medical resources, and negatively impacting the health and safety of members of the public.

In September 2016, City and County jointly created the LGC as an alternative to housing intoxicated persons in the County Jail or occupying hospital emergency rooms. Since 2018, the LGC has successfully operated as a criminal justice and medical systems diversion resource, resulting in substantial cost savings for the City, County, and hospital systems.

Since 2018, the LGC has operated under an Interlocal Cooperation Agreement (the “2018 ILA”) with the City and County, the term of which expires on September 30, 2023.

City and County created the LGC with the intent of contributing funding to its daily management, staffing, and service needs, as well as housing the LGC in the old Medical Examiner’s Building at 1213 Sabine Street.

The Parties agree to continue the operations of the LGC and wish to memorialize their agreement regarding their independent responsibilities and obligations as authorized through the Texas Constitution, Article 3, Section 64, and “The Interlocal Cooperation Act,” Texas Government Code, Chapter 791.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is acknowledged, the Parties agree to the terms and conditions stated in this Agreement as follows:

## **SECTION I. DEFINITIONS**

1.1. **Terms Defined.** In this Agreement, the following terms will have these meanings:

1.1.1. “Agreement” means this Interlocal Agreement between the City, County, and LGC together with all exhibits and other attachments thereto, as the same may be amended or restated from time to time.

1.1.2. “Agreement Manager” means the City employee in the designated City department who is responsible for exercising general oversight of the LGC’s activities under this Agreement.

1.1.3. “City Council” means the City Council of the City of Austin, Texas.

1.1.4. “Commissioners Court” means the Commissioners Court of Travis County, Texas.

1.1.5. “Fiscal Year” or “FY” means that twelve-month time-period between any October 1 and the next following September 30.

1.1.6. “Parties” mean the City of Austin, Travis County, and the LGC.

## **SECTION II. GENERAL TERMS**

2.1. **Purpose and Scope.** The purpose of this Agreement is to set forth the terms and conditions under which the City and County contribute to the operation and management of the LGC and to define the services and deliverables that the LGC provides to the community.

2.2. **Agreement Term.**

2.2.1. The term of this Agreement begins on April 1, 2024 and will continue through September 30, 2024, unless sooner terminated as provided herein (the “Initial Term”). Subject to continued funding by the Commissioners Court and City Council, this Agreement will automatically renew for four additional 12-month terms, ending on September 30, 2028, unless terminated earlier in accordance with the terms of this Agreement (each a “Renewal Term” and collectively the “Renewal Terms”).

**Entire Agreement.** All oral agreements between the Parties to this Agreement relating to the LGC that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement.

2.3. **Current Revenues.** The Parties acknowledge that funding for the LGC will be from current revenues available to each Party.

2.4. **Agreement Amendment Communications.** The Parties agree that all communication, requests, questions, or other inquiries related to potential amendments to this Agreement must be presented by and through the County Executive for the County, the Assistant City Manager for the City, and the Executive Director of the LGC, with a copy to the Chair of the LGC board and the Agreement Manager. All other communications related to this Agreement will be sent to the contract manager for each Party, including the Agreement Manager. Notwithstanding the

foregoing, nothing in this agreement will prevent communications to City and County representatives serving as board members of the LGC or communications between LGC representatives and the City Manager's office as needed.

2.5. **Amendments.** Any Party may propose an Amendment to this Agreement. Requests for alterations, additions, or deletions of the terms of this Agreement will be submitted to the County Executive for consideration by the County, the City Manager for the City, and the Executive Director for the LGC. If County Executive, City Manager, and Executive Director all agree that an Amendment is in the best interest of all Parties, it will be taken before the governing bodies of the Parties for approval, in accordance with the law. An Amendment to this Agreement is effective when approved by all Parties.

### **SECTION III. LGC'S RESPONSIBILITIES AND OBLIGATIONS**

3.1. **Overall Objective.** The LGC must take actions as appropriate to implement and make operational a sobering center consistent with the directives of the Articles of Incorporation, the Bylaws, and relevant City and County resolutions, and continue to serve as a criminal justice and medical systems diversion resource. Under the 2018 ILA, the City provided funding ranging from \$1,123,359 for FY 2019 to \$2,279,936 for FY 2023. Under this Agreement, the LGC and the City will negotiate an annual budget for operational and other expenses based on the actual costs and expenses of the LGC, as more specifically set forth in Section 3.4 of this Agreement. Any amount exceeding the City's authorized funding amount for this Agreement will be negotiated by the Parties and require approval by City Council. The LGC is not prohibited from raising and utilizing funds in excess of the amount set forth in its annual budget agreement with the City or to support expanded service delivery as directed by the LGC's Board of Directors.

3.2. **Expected Performance.** The LGC will provide the deliverables as negotiated annually with the City and documented in a Program Work Statement and Performance Metrics, attached hereto as Exhibit D. The Program Work Statement and Performance Metrics shall not restrict or limit the operations of the LGC, which may conduct operations and activities in addition to those set forth in the Program Work Statement and Performance Metrics. Additional operations and activities not set forth in the Program Work Statement and Performance Metrics will not be funded by the City.

3.3. **Ethical and Legal Standards.** The LGC will perform all services and carry out all obligations under this Agreement in a manner consistent with applicable canons of professional ethics and in compliance with all relevant state and federal law.

3.4. **Budget of the LGC.** The LGC has developed and approved a budget as set forth in Exhibit A. Program Budget and Narrative for FY 2024. Notwithstanding the budget set forth in Exhibit A, during the Initial Term, the LGC and the Assistant City Manager for the City agree to negotiate a revised budget that reflects the LGC's actual operating costs and expenses which, if approved by City Council, shall be effective for the Renewal Terms (the "Revised Budget"). Such Revised Budget, if and when approved, shall supersede the budget set forth in Exhibit A, any references to Exhibit A in this Agreement, and the amounts set forth in Section 5.1 of this Agreement with respect to the Renewal Terms. Any proposed amendments to the budget for each succeeding fiscal year this Agreement is in effect will be submitted to the City by a date requested by the City and

in accordance with the City's process, and any amendments that increase the budget beyond what was previously approved by City Council will require subsequent approval by City Council, pursuant to Chapter 791 of the Texas Government Code.

3.5. **Insurance.** The LGC must procure and maintain insurance as detailed in the attached Exhibit C. Insurance Requirements for the Corporation (Insurance) in accordance with applicable generally accepted business standards. The Insurance must be sufficient to protect the LGC for losses or advancement of defense costs in the event the LGC or one or more of its board members suffer a loss as a result of a legal action brought against the LGC, its board members, or both.

3.6. **Reporting.**

3.6.1. **Performance Reports.** LGC must submit to both City and County a quarterly performance report on the metrics as detailed in Exhibit D. Program Work Statement and Performance Metrics, using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth calendar day falls on a weekend or holiday, the deadline to submit the quarterly performance report is extended to the first business day immediately following the weekend or holiday. LGC must provide complete and accurate supporting documentation upon request by City or County. All reports will be entered into the City's contracting system and emailed to the County as provided in Section 9.4 of this Agreement.

3.7. **Monitoring and Evaluation.** LGC agrees that the City or County or their designees may carry out monitoring and evaluation activities to ensure adherence by the LGC and its Subcontractors performing any services under this Agreement. LGC must fully cooperate in any monitoring or review by the City or County and LGC further agrees to designate a member of the board or an employee of the LGC to coordinate monitoring and evaluation activities.

3.8. **Subcontracts.** In this Agreement, "Subcontractor" means a legal entity that has entered into a Subcontract with the LGC to provide any and all services required under Exhibit D. Program Work Statement and Performance Metrics. Work performed for the LGC by a Subcontractor shall be pursuant to a written Agreement between the LGC and a Subcontractor ("Subcontract").

3.8.1. The terms of the Subcontract may not conflict with the terms of the Agreement, and shall contain provisions that:

3.8.1.1 require that all deliverables to be provided by the subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm subcontractor compliance with all aspects of this Agreement;

3.8.1.2 prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the LGC. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance, and amount acceptable to the City;

3.8.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the

LGC in sufficient time to enable the LGC to include the same with its reconciliation expenditure report/Claim to the City in accordance with the terms of the Agreement;

3.8.1.4 require that all Subcontractors obtain and maintain, throughout the term of their Subcontract, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subcontract, with the City being a named insured as its interest shall appear;

3.8.1.5 require that the Subcontractors indemnify and hold the City harmless from and against all claims arising out of, incident to, concerning or resulting from the fault of the subcontractor or their agents, employees, or subcontractors in the performance of the subcontractor's obligations under its agreement with the LGC; and

3.8.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subcontractors.

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

3.8.3. The LGC shall pay each Subcontractor its appropriate share of payments made to the LGC not later than 10 days after receipt of payment from the City.

#### **SECTION IV. COUNTY'S RESPONSIBILITIES AND OBLIGATIONS**

4.1. **County's Contributions.** County will provide the building to be used for the LGC. Additionally, County will maintain and repair the building as such need arises, in accordance with Section 4.1.4 of this Agreement, and the License Agreement between County and LGC, attached hereto as Exhibit B., and which runs through July 24, 2028 ("License Agreement").

4.1.1. **Sobering Center Building.** The County will make available the building, parking lot and premises located at 1213 Sabine Street, Austin, Texas ("Sobering Center Building"), for all services provided by the LGC and any future use deemed compatible with the purposes of the LGC.

4.1.2. **Renovation.** Any future renovations to the Sobering Center facility shall not be made without prior approval from County. Any requests for County to fund future renovations to the Sobering Center Building located as 1213 Sabine Street, Austin, Texas must be presented to the Travis County Commissioners Court for consideration.

4.1.3. **License to LGC.** A separate License Agreement between County and LGC sets out the full terms of the agreement regarding the LGC's use of the building at 1213 Sabine Street, Austin, Texas. The City approves of the use of this County property for this purpose. County and City agree that the LGC has the option to operate a sobering center in this location so long as this Agreement and the License Agreement remain in effect, unless the Parties determine and agree

that the property is no longer suited to its purpose and other accommodations are made or the License Agreement is terminated.

4.1.4. **Physical Maintenance and Repairs.** As long as the LGC uses 1213 Sabine for the LGC, the Travis County Facilities Maintenance Department (“FMD”) will be responsible for all physical maintenance of the building in accordance with the License Agreement. FMD must have access to the Sobering Center Building located at 1213 Sabine in order to maintain and repair the building.

## **SECTION V. CITY’S RESPONSIBILITIES AND OBLIGATIONS**

5.1. **City’s Contributions to LGC Operating Costs.** For and in consideration of the services to be rendered by the LGC as described in Section III of this Agreement and Exhibit D. Program Work Statement and Performance Metrics, the City will pay the LGC in the amount of \$1,251,394 for the Initial Term, \$2,431,316 for the first Renewal Term, \$2,512,750 for the second Renewal Term, \$2,512,750 for the third Renewal Term, and \$2,512,750 for the fourth Renewal Term, which account for actual costs of operating the Sobering Center and CPI increases, as detailed in Exhibit A. Program Budget and Narrative. Following approval by City staff and the City Council, the foregoing amounts shall be replaced by the amounts contained in the Revised Budget for the duration of the Renewal Terms.

5.1.1. **Custodial Maintenance and Security.** City will cover the LGC’s operating costs as set forward in Exhibit A. Program Budget and Narrative, consisting of custodial maintenance, housekeeping, utility service, grounds keeping, and garbage pickup for 1213 Sabine. Additionally, City will provide necessary operating expenses for the security needs of the LGC. The LGC, in consultation with local law enforcement, has previously determined the type of security necessary and negotiated a contract for appropriate coverage, as previously approved by City. The LGC will submit any renewal to its security contract to the City not less than 15 days prior to execution, however City approval is not required for such renewals.

5.1.2. **FFE.** City has provided the original furnishings, fixtures, and equipment for the LGC, which the LGC will maintain and replace as necessary.

5.1.3. **Staff.** City will provide for the salaries and costs of the employees of the LGC, as set forth in each annual budget as detailed in Exhibit A. Program Budget and Narrative and agreed upon between the City and the LGC.

5.1.4. **Information Technology Services Security.** City will pay for the IT services and IT security of the LGC.

5.1.5. **Detoxification Treatment Services.** Detoxification treatment means the dispensing of a drug or substance in decreasing doses to an individual in order to reduce or eliminate adverse physiological or psychological effects incident to withdrawal from the continuous or sustained use of a drug or substance and as a method of bringing the individual to a drug-free or substance-free state. City will not pay for detoxification treatment because it constitutes healthcare services that the City is legally prohibited from providing pursuant to Sections 4 and 9 of article IX of the Texas Constitution and Sections 281.043 through 281.046 of the Texas Health and Safety Code.

5.2. **Oversight.** The Agreement Manager will be responsible for exercising general oversight of the LGC's activities under this Agreement. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during any term of this Agreement, participate regularly in conference calls or meetings for status reporting, promptly review any written reports submitted by the LGC, and will timely approve all monthly reconciliation expenditure reports/Claims in accordance with the requirements of this Agreement. The Agreement Manager will make the final determination of whether a cost is allowable or unallowable. The Agreement Manager's oversight of the LGC's activities will be for the City's benefit and does not imply or create any partnership or joint venture as between City and LGC.

## **SECTION VI. RIGHT TO AUDIT**

6.1. **Right to Inspection.** The LGC agrees that authorized representatives of the City and County will have access to, and the right to audit, examine, and copy any and all records of the LGC related to performance under this Agreement, during normal business hours. In addition to any other rights of termination or suspension set forth in this Agreement, City and County have the right to immediately suspend the Agreement upon written notice to the LGC if it fails to cooperate with the provisions of the Audit Section, Section VI of this Agreement. The LGC must retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters are resolved, whichever is longer. LGC must refund to the City any overpayments disclosed by any such audit.

6.2. **Subcontracts.** The LGC must include these audit requirements in any contracts entered into for services rendered under this Agreement.

## **SECTION VII. FINANCIAL TERMS**

7.1. **Program Budget and Narrative.** The Parties agree that the amounts to be paid by City to the LGC pursuant to this Agreement will be computed in accordance with Exhibit A. Program Budget and Narrative and made a part of this Agreement.

7.2. **Payment.** For and in consideration of the actions to be taken and the services rendered by the LGC pursuant to this Agreement, the City will pay the LGC in accordance with the amounts enumerated in Exhibit A. Program Budget and Narrative. City's obligation to pay shall be subject to the timely receipt of complete and accurate reports, to include, but not limited to, the monthly reconciliation expenditure reports/Claims and quarterly performance reports, and any other deliverable required under this Agreement. The City shall not be liable to LGC for any costs which have been paid under other agreements or from other funds.

7.2.1. **Invoices/Claims.** The LGC will comply with all City requirements and systems for submission of invoices or claims and contract management, which the City may update or revise from time to time. Payment to the LGC shall be due 30 calendar days following receipt by the City of the LGC's fully and accurately completed Invoice/Claim using the City's contract management system. The Invoice/Claim must be submitted to the City no later than 11:59 p.m. Central Standard Time on the first day of October, January, April and July of each 12-month term. The City will disburse payments for each Invoice/Claim in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code and the earliest disbursement will be the 15<sup>th</sup> of

October, January, April, and July of each 12-month term following receipt of a fully and accurately completed Invoice/Claim.

**7.2.2. Reports.**

7.2.2.1 LGC must submit a fully and accurately completed monthly reconciliation expenditure report/Claim and supporting documentation, including the LGC Executive Director's monthly report, to substantiate advanced funds, to the City's Agreement Manager using the City's contract management system by the 25<sup>th</sup> of each month. The LGC must submit and receive approval by the City of all previously submitted reconciliation expenditure reports/Claims before the subsequent Invoice/Claim for advanced funds can be paid in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

7.2.2.2 LGC shall submit a quarterly program performance report using the format and method specified by the City no later than 11:59 p.m. Central Standard Time (CST) 15 calendar days following each calendar quarter. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 9.18 of this Agreement, the deadline to submit the quarterly program performance report is extended to no later than 11:59 p.m. CST of the 1st weekday immediately following the weekend or holiday. LGC shall provide complete and accurate supporting documentation upon request by City. Reconciliation expenditure reports/Claims will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

7.2.2.3 An annual Contract Progress Report, using the forms in the City's contract management system shall be completed by the LGC and submitted to the City within 45 calendar days following the end of each Program Period.

7.2.2.4 A Contract Closeout Summary Report using the forms in the City's contract management system shall be completed by the LGC and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

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

7.2.3. The City may withhold or set off the entire payment or part of any payment otherwise due to the LGC to such extent as may be necessary on account of:



7.2.3.1 delivery of unsatisfactory services by the LGC;

7.2.3.2 third party claims, which are not covered by the insurance which the LGC is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

7.2.3.3 failure of the LGC to pay subcontractors, or for labor, materials or equipment;

7.2.3.4 damage to the property of the City or the City's agents or employees, which is not covered by insurance required to be provided by the LGC;

7.2.3.5 reasonable evidence that the LGC's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

7.2.3.6 failure of the LGC to submit proper payment requests with all required attachments and supporting documentation;

7.2.3.7 failure of the LGC to comply with any material provision of the Agreement; or

7.2.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

7.2.4. The making and acceptance of final payment will constitute:

7.2.4.1 a waiver of all claims by the City against the LGC, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the LGC to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the LGC's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

7.2.4.2 a waiver of all claims by the LGC against the City other than those previously asserted in writing and not yet settled.

7.2.5. The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the Program Budget and Narrative within this Agreement constitutes "written authorization." The item shall be specifically identified in the Program Budget and Narrative in Exhibit A. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

7.2.5.1 Alteration, construction, or relocation of facilities;

- 7.2.5.2 Cash payments, including cash equivalent gift cards such as Visa, MasterCard, and American Express;
- 7.2.5.3 Equipment and other capital expenditures;
- 7.2.5.4 Interest, other than mortgage interest as part of a pre-approved budget under this Agreement;
- 7.2.5.5 Organization costs (costs in connection with the establishment or reorganization of an organization);
- 7.2.5.6 Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000;
- 7.2.5.7 Selling and marketing; or
- 7.2.5.8 Travel/training outside Travis County.

7.2.6. The following types of expenses are specifically not allowable with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

- 7.2.6.1 Alcoholic beverages;
- 7.2.6.2 Bad debts;
- 7.2.6.3 Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity;
- 7.2.6.4 Contingency provisions (funds) (Self-insurance reserves and pension funds are allowable);
- 7.2.6.5 Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringement;
- 7.2.6.6 Deferred costs;
- 7.2.6.7 Depreciation;
- 7.2.6.8 Donations and contributions, including donated goods or space;
- 7.2.6.9 Entertainment costs, other than expenses related to client incentives;
- 7.2.6.10 Fines and penalties (including late fees);
- 7.2.6.11 Fundraising and development costs;

- 7.2.6.12 Goods or services for officers' or employees' personal use;
- 7.2.6.13 Housing and personal living expenses for organization's officers or employees;
- 7.2.6.14 Idle facilities and idle capacity;
- 7.2.6.15 Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant;
- 7.2.6.16 Lobbying or other expenses related to political activity;
- 7.2.6.17 Losses on other agreements or casualty losses;
- 7.2.6.18 Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement;
- 7.2.6.19 Taxes, other than payroll and other personnel-related levies; or
- 7.2.6.20 Travel outside of the United States of America.

**Suspension.** Payments to LGC will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the LGC is in full compliance.

7.3. **Separate Accounts.** LGC must deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which is supported with the maintenance of a separate accounting with a specific chart that reflects specific revenues and expenditures for the monies received under this Agreement. LGC's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed.

7.4. **Refunds.** LGC agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to LGC or which the City determines have not been spent by LGC in accordance with the terms of this Agreement. Refunds shall be made by LGC within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due LGC, and the City may also deduct any loss, cost, or expense caused by LGC from funds otherwise due.

## **SECTION VIII. TERMINATION**

8.1. **Automatic Termination.** This Agreement will automatically terminate upon execution by all Parties of a succeeding agreement between the City, LGC, and County for the operation and management of a sobering center by the LGC.

8.2. **Failure to Fund.** If at any point during the budget planning and adoption process, the governing body of either City or County fails to provide funding for the LGC or sobering center

facility or operations, any one of the Parties may terminate this Agreement. The Parties acknowledge that funding for the LGC and a sobering center will be from current revenues available to each Party.

8.3. **Other Reasons for Termination.** Any Party to this Agreement may terminate this Agreement if it is unable to conform to changes required by federal or state laws or regulations or any other reason.

8.4. **Mutual Termination.** Any Party to this Agreement has the right to terminate this Agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that all Parties agree, in writing, upon the termination conditions, including the effective date of the termination, the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Agreement to be terminated.

8.5. **Notice of Termination.** Any Party to this Agreement may terminate this Agreement for the reasons described in this section by providing the other Parties with thirty (30) days written notice as described in Section 9.4 of this Agreement, below.

## **SECTION IX. MISCELLANEOUS PROVISIONS**

9.1. **Monitoring and Access.** City and County will monitor the LGC to ensure that its operations meet or exceed the expectations of its intended purpose. The LGC will give City and County access to inspect the physical premises and conduct visits and perform periodic on-site monitoring of the LGC and the sobering center to see the effectiveness and timeliness of the LGC's performance at reasonable times. Such monitoring visits may include review of any and all performance activities as well as any and all records or other documentation (including financial and subcontracts related to security services) maintained in relation to the LGC's performance as it operates the LGC and the sobering center. Within thirty (30) days of each monitoring visit, the City and County will provide the LGC with a written report of the monitor's findings. If the report notes deficiencies in LGC's performances, it will include requirements and deadlines for the correction of those deficiencies by the LGC. Additionally, FMD must have access to the Sobering Center Building at all times in order to maintain or repair structural damage or for any other reasonable purpose. All City and County personnel shall comply with all confidentiality laws applicable to the activities of the LGC.

9.2. **Evaluation.** The Parties will evaluate the LGC's performance when necessary as determined by City and County at their discretion and with advance notice. Furthermore, no later than six months prior to the expiration of this Agreement or upon the request of any Party to this Agreement, the Parties will assess whether the 1213 Sabine Street location continues to be the best solution for LGC's programmatic goals, in light of changing conditions in areas adjacent to the Sobering Center Building as well as opportunities that might exist to co-locate the facility with supplemental resources in other parts of the city.

9.3. **Authority to Obligate.** It is acknowledged by all Parties that no officer, agent, employee or representative of County, other than the Commissioners Court, and City, other than City

Council, has any authority to sign any document or make any type of agreement obligating County or City respectively, unless expressly granted that authority by the Commissioners Court or City Council respectively, under a specific provision of this Agreement or by separate action by Commissioners Court or City Council.

9.4. **Notices**

9.4.1. **Requirements.** Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one Party to another must be in writing and will 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, on the first business day following the date sent if sent by electronic mail, 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 hereinafter specified.

9.4.2. **County Address.** The address of County for all purposes under this Agreement and for all notices:

Vicki Ashley, County Executive (or her successor)  
Travis County Justice & Public Safety  
P. O. Box 1748 Austin, Texas 78767  
Vicki.ashley@traviscountytexas.gov

9.4.3. **City Address.** The address of City for all purposes under this Agreement and for all notices:

Jesus Garza (or his successor)  
Interim City Manager  
P. O. Box 1088  
Austin, Texas 78767  
Jesus.Garza@austintexas.gov

With copies to:

Adrienne Sturup (or her successor) from October 1, 2023 to September 30, 2024  
Director of Austin Public Health  
P.O. Box 1088  
Austin, Texas 78767  
Adrienne.Sturup@austintexas.gov

Robert Luckritz (or his successor) from October 1, 2024 to September 30, 2028  
Emergency Medical Services Chief  
15 Waller Street  
Austin, Texas 78702  
Robert.Luckritz@austintexas.gov

9.4.4. **LGC Address.** The address of the LGC for all purposes under this Agreement and for all notices:

Laura Elmore (or her successor)  
Executive Director  
The Sobering Center  
1213 Sabine Street  
Austin, TX 78701  
[lelmore@soberingcenter.org](mailto:lelmore@soberingcenter.org)

9.4.5. **Change of Address.** Each Party may change the address for notice to it by giving written notice of the change. Any change of address by a Party, including a change in the Party's authorized representative, must be reported to the other Parties within twenty (20) days of the change.

9.5. **Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of Parties must initially be presented by submission in writing in accordance with the Notice provisions above. If satisfactory resolution cannot be achieved between the representatives of the Parties within a reasonable time, and should mediation be acceptable to all Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all 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 TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

9.6. **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this agreement are performable in Travis County, Texas.

9.7. **Force Majeure.** No Party will be financially liable to the other Parties for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed or until the Parties agree in writing to either amend or terminate the Agreement. The Party seeking to avail itself of this clause shall notify the other Parties within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

9.8. **Liability.** Parties are not liable to the other Parties for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of their own officials or employees. For any claims, damages or attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of Parties' employees in relation to their respective obligations in this Agreement, if all Parties are liable, the Parties will be liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of each Party as determined by the court adjudicating the matter or as agreed in any settlement.

9.9. **Notice of Claim.** Within five (5) business days of receiving notice of any claim, demand, suit, or any action made or brought against any Party, arising out of the activities conducted

pursuant to this Agreement, the Party will give written notice to each of the other Parties of such claim, demand, suit or other action. Said notice will include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person or persons against whom such claim is being made.

9.10. **Third Party Beneficiary.** This Agreement sets out the agreements and obligations between Parties only, and no provision in this Agreement creates any rights in any person or entity that is not a Party to this Agreement. The rights to performance in this Agreement are only enforceable by City, County, and LGC.

9.11. **Legal Authority.** The person or persons signing this Agreement on behalf of each Party warrant that he, she, or they have been duly authorized by their respective entities to sign this Agreement on behalf of the entity and to bind the entity validly and legally to all terms, performances, and provisions in this Agreement. Each Party warrants that the Party possesses the legal authority to enter into this Agreement and to perform the services that Party has obligated itself to perform under this Agreement.

9.12. **Americans with Disabilities Act (ADA) Compliance.** LGC and agents of LGC shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

9.13. **Criminal Background Checks.** The LGC, and all Subcontractors (if any) shall perform criminal background checks on all individuals providing direct client services of any kind regardless of the age of the service recipient. Because many LGC service recipients suffer from alcohol and/or substance abuse issues, at the discretion of the LGC, employees of the LGC and Subcontractors (if any) may have prior related criminal history experiences, which may benefit the service recipients. LGC shall not assign or allow an individual to provide direct client services at the Sobering Center if the individual would be barred under Section 157.37 of Title 25 of the Texas Administrative Code relating to certification of emergency medical services personnel or licensure of paramedics, unless an exception is made after considering the factors listed in Sections 53.022 and 53.023 of the Texas Occupations Code.

9.13.1. In accordance with LGC's personnel and records retention policies, LGC shall retain documentation that a criminal background check was completed.

9.14. **Compliance with Health, Safety, and Environmental Regulations.** LGC, ITS SUBCONTRACTORS, AND THEIR RESPECTIVE EMPLOYEES, SHALL COMPLY FULLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL HEALTH, SAFETY, AND ENVIRONMENTAL LAWS, ORDINANCES, RULES AND REGULATIONS IN THE PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THOSE PROMULGATED BY THE CITY AND BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), AND THOSE FOUND IN THE CLEAN AIR ACT (42 U.S.C. 7401– 7671Q), THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED (33 U.S.C. 1251–1387), AND THE ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201). IN CASE OF CONFLICT, THE MOST STRINGENT SAFETY REQUIREMENT SHALL GOVERN.

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

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

9.16. **HIPAA Standards.** As applicable, LGC and its subcontractors are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. LGC must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

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

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

9.18. **Holiday.**

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.

### **EXHIBITS**

Exhibit A. Program Budget and Narrative

Exhibit B. License Agreement


Exhibit C. Insurance Requirements

Exhibit D. Program Work Statement and Performance Metrics

Exhibit E. Business Associate Agreement.

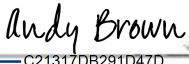
[signature page to follow]

CITY OF AUSTIN

By:   
Bruce Mills  
Assistant City Manager

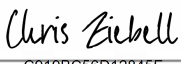
Date: 3-12-24

TRAVIS COUNTY


DocuSigned by:  
By:   
C21317DB291D47D...  
Andy Brown  
Travis County Judge

Date: 3/25/2024 | 11:29 AM PDT

LGC

DocuSigned by:  
By:   
C919BC56D12845E...  
Chris Ziebell, M.D.  
Chair of the Board  
Austin/Travis County Sobriety Center Local Government Corporation

Date: 3/21/2024 | 6:48 PM CDT

DocuSigned by:  
By:   
2BE85F8B7282487...  
Laura Elmore  
Executive Director  
Austin/Travis County Sobriety Center Local Government Corporation

Date: 3/21/2024 | 4:56 PM CDT

Program Budget and Narrative

Contract Term: 4/1/2024 - 9/30/2024  
Program Period: 4/1/2024 - 9/30/2024

Budget

	City Funding	Other Funding	Total Program
Personnel			
Salaries	\$1,080,000.00	\$41,457.00	\$1,121,457.00
Fringe and Payroll Taxes	\$0.00	\$0.00	\$0.00
Personnel Subtotal	\$1,080,000.00	\$41,457.00	\$1,121,457.00
Operations			
General Operations	\$156,394.00	\$2,543.00	\$158,937.00
Outsourced Professional Services	\$0.00	\$0.00	\$0.00
Supplemental Programmatic Services	\$0.00	\$0.00	\$0.00
Training/Travel Outside Austin/ Travis Co	\$15,000.00	\$0.00	\$15,000.00
Operations Subtotal	\$171,394.00	\$2,543.00	\$173,937.00
Assistance to Clients			
Rental/Mortgage Assistance	\$0.00	\$0.00	\$0.00
General Housing Assistance	\$0.00	\$0.00	\$0.00
Direct Client Assistance	\$0.00	\$1,633.00	\$1,633.00
Client Food and Beverage	\$0.00	\$0.00	\$0.00
Assistance to Clients Subtotal	\$0.00	\$1,633.00	\$1,633.00
Capital Outlay	\$0.00	\$0.00	\$0.00
Deliverables	\$0.00	\$0.00	\$0.00
Sub-grantees/Sub-recipients			
Personnel-Sub	\$0.00	\$0.00	\$0.00
Operations-Sub	\$0.00	\$0.00	\$0.00
Direct Client Assistance-Sub	\$0.00	\$0.00	\$0.00
Other-Sub	\$0.00	\$0.00	\$0.00
Sub-grantees/Sub-recipients Subtotal	\$0.00	\$0.00	\$0.00
Program Income	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$1,251,394.00	\$45,633.00	\$1,297,027.00
Percent of Funding	96.48%	3.52%	100.00%

Program Budget and Narrative

Contract Term: 4/1/2024 - 9/30/2024  
Program Period: 4/1/2024 - 9/30/2024

Narrative

Personnel

Personnel Narrative - Salaries for administrative, executive and direct service personnel. Fringe and Payroll Taxes - Benefits and payroll taxes for administrative, executive, and direct service personnel

Operations

Operations - Office supplies, medical supplies, linens, grooming and hygiene supplies, coffee and food for patient care, cleaning and janitorial supplies, education and outreach materials, utilities, phone and internet service, insurance, security, IT support, web management and maintenance, electronic database, payroll processing fees, mileage and parking, client transportation, meals during trainings, copier rental, office equipment, office furniture, uniforms, equipment repairs, insurance, outreach, memberships/subscriptions, payroll processing fees, rent, vehicle expenses, medical director, legal, accounting (audit/tax), website, recruitment, janitorial, landscaping, HR, and outreach, program staff local travel/training within Austin /Travis County including local mileage at City of Austin approved annual mileage rate, travel/training outside of Austin/Travis County.

Assistance to Clients

Capital Outlay

Deliverables

Sub-grantees/Sub-recipients

Program Income

Other

Exhibit B  
License Agreement

## **SOBRIETY CENTER LICENSE AGREEMENT**

STATE OF TEXAS           §  
                                      §  
COUNTY OF TRAVIS       §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and the Austin/Travis County Sobriety Center Local Government Corporation ("Licensee").

### WITNESSETH

WHEREAS, County is the owner of that certain tract of real property referred to as the Travis County Medical Examiner's Building having a street address of 1213 Sabine Street, Austin, Texas 78701 (the "Property"); and

WHEREAS, City of Austin and the County have entered into an Interlocal Cooperation Agreement for the creation of a Local Government Corporation to manage a Sobriety Center as a solution to the fiscal impact of placing inebriated persons in jails or hospitals ("Sobriety Center" or "Project") and

WHEREAS, in order to facilitate Licensee's Sobriety Center, the parties have agreed: (i) that Licensee may use the Property pursuant to the terms and conditions of this Agreement, (ii) Licensee may use the Property's parking spaces for the Sobriety Center, and (iii) that the grant of this License will support the Sobriety Center as an alternative to housing intoxicated persons in the County Jail; and

WHEREAS, County is therefore granting to Licensee the right to exercise certain rights and privileges in and on the Property in conjunction with Licensee's Sobriety Center.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

#### **1.0 GRANT OF LICENSE**

1.1 County hereby grants a License (the "License") to Licensee, its employees, agents, independent contractors, suppliers, clients and other members of the public to enter and use a portion of the Property, more specifically described in **Exhibit A** attached hereto and made a part hereof, in connection with the operation of the Sobriety Center, and related purposes (the "Licensed Purpose").

1.2 County will, at its expense, undertake initial renovations two floors and retrofit to the interior of two floors the Property to suit Licensee's Sobriety Center needs. The renovation cost, estimated at a one-time cost of \$887,057, will include designing and construction costs. The scope, kind and details of such renovations are within County's sole discretion. Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, Licensee may place and keep in the Property standard office furniture, fixtures and equipment. Any future modifications to the interior of the Property (as such term is reasonably interpreted by the Travis County Facilities Management Department, or "FMD", in its sole discretion) are prohibited unless Licensee has received the prior written approval of the Director of FMD and, if the Director deems necessary, the Travis County Commissioners Court, to make such modifications. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

1.3 In addition, County will provide routine physical maintenance (according to Travis County's standard building maintenance practices). Licensee will provide custodial, security, garbage removal, grounds keeping, and utilities (to include electricity, water, wastewater, and gas) in and on the Property during the License Term, subject to Sections 2.3 and 17.1 hereof. County also permits Licensee to use existing cabling in the Property, but will have no other information technology or communications obligations (including repair, maintenance or replacement of existing cabling) to Licensee. Licensee will be solely responsible for payment of all connectivity (or disconnect) charges, as well as all service, usage or other fees charged by the telecommunications company or companies providing services to the Property.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Property under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

**1.5 TRAVIS COUNTY IS A TOBACCO FREE WORKPLACE, THEREFORE, THERE SHALL BE NO SMOKING OR TOBACCO PRODUCTS ON PROPERTY AT ANY TIME. THIS INCLUDES ELECTRONIC CIGARETTES. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.**

## 2.0 TERM OF LICENSE

2.1 The term of the License (the "License Term") shall commence upon execution by both parties, (the "Commencement Date"), and terminate ten (10) years from the Commencement Date.

2.2 Licensee shall have the sole discretion to determine its daily hours of operation.

2.3 The Parties expressly acknowledge and agree that in the event the Licensee's Project is discontinued or the Licensee's failure to pay the License Fee or provide the services that constitute Consideration or any other amounts due or defaults in the performance or observance of any provision of this Agreement, County may immediately revoke the License or any part of this License, and terminate Licensee's rights to use the Property or any part of the Property. County will not be liable for any costs incurred by Licensee resulting from such revocation and termination of License, nor will County be responsible for locating alternative space for Licensee's use and operations.

### 3.0 PAYMENT TO COUNTY; ADDITIONAL CONSIDERATION

In consideration of the License granted hereunder, Licensee shall pay to County the sum of TEN DOLLARS AND 00/100 (\$10.00) per month, payable in advance (the "License Fee"), and other good and valuable consideration, including the manage a Sobriety Center services Licensee provides to County (the "License Consideration"). Payment should be made to Travis County, Attn: Facilities Management Department, P.O. Box 1748, Austin, TX 78767.

### 4.0 PERMITS

Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities, if any, for use of the Property under this Agreement.

### 5.0 USE AND REPAIRS

5.1 Licensee shall not use the Property for any purpose other than the Licensed Purpose. Further, Licensee shall be solely responsible for any costs incurred in connection with repairing or replacing any damage to the Property caused by Licensee or any person entering the Property in connection with the operation of the Project.

5.2 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR



BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO COUNTY/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

#### 6.0 CONTROL OF TRAVIS COUNTY

6.1 Licensee shall at all times obey the direction and commands of the Director of FMD, or their designated representatives, while on or in the vicinity of the Property.

6.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 6 shall be grounds for immediate revocation of the License granted hereunder.

6.3 Licensee will provide copies of all keys to the Director of Travis County Facilities Management Department.

6.4 Travis County Facilities Management Department will have access to the Property 24 hours a day, seven days a week.

#### 7.0 INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

7.2 Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the Property or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee shall immediately notify County of any release of any Hazardous Material on or near the Property whether or not such release is in a quantity that would otherwise be reportable to a public agency and shall also comply with the notification requirements of any applicable state, local, or federal law or regulation.

## 8.0 INSURANCE

LICENSEE shall maintain such insurance coverage at a level sufficient to cover the needs of the Sobriety Center, pursuant to applicable generally accepted business standards. Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with combined minimum bodily injury and property damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

## 9.0 NON-ASSIGNMENT OF RIGHTS

Licensee may not assign, sublet or transfer its interest in this Agreement or any portion or right thereof without the prior written consent of the Director of Travis County Facilities Management Department, or his successor.

## 10.0 AMENDMENTS

This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

## 11.0 SAFETY

County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

## 12.0 NON-WAIVER AND RESERVATION OF RIGHTS

12.1 No act or omission by County may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

12.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

## 13.0 VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

## 14.0 NOTICES

14.1 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 hereinafter specified.

14.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Rhonda G. Patrick, Ph.D.  
Executive Director  
P.O. Box 6618  
Austin, Texas 78762

14.3 County Address. The address of County for all purposes and all notices under this Agreement shall be:

Roger A. El Khoury, M.S., P.E.  
Director, Travis County Facilities Management Dept.  
P.O. Box 1748

Austin, Texas 78767

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

#### 15.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties may agree to use mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code.

#### 16.0 SEVERABILITY

If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

#### 17.0 TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement for any reason, including for its own convenience, upon at least three (3) months written notice of termination furnished to the non-terminating party.

#### 18.0 ENTIRETY OF AGREEMENT

This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

#### 19.0 HOLDING OVER AND COUNTY RIGHT TO ENTER

19.1 If Licensee fails to vacate the Property at the end of the License Term, in addition to all other damages and remedies to which County may be entitled for such holding over, Licensee shall otherwise continue to be subject to all of Licensee's obligations under this License. The provisions of this Section 19 shall not be deemed to limit or constitute a waiver of any other rights or remedies of County provided herein or at law. If Licensee fails to surrender the Premises upon the termination or expiration of this License, County may, after notice and appropriate court proceedings, enter upon and take possession of the Property or any part thereof, without being liable for prosecution of any claim for damages; and Licensee agrees to pay to County all unavoidable loss of rent that County may suffer by reason of termination during the remainder of the License Term.

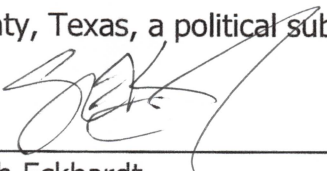
19.2 County reserves for County, County's agents or employees, the right to enter upon the Property at any without notice for the purposes of inspecting the same, for working or making repairs or improvements thereon, and for performing all other operations on the Property that County deems necessary. This right of entry is separate and apart from County's right entry upon the occurrence of an Event of Default.

IN WITNESS WHEREOF, County and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

COUNTY:

Travis County, Texas, a political subdivision of the State of Texas

By: \_\_\_\_\_

  
Sarah Eckhardt

Travis County Judge

Date: 7/24/2018

LICENSEE:

By: \_\_\_\_\_

  
Printed Name: Rhonda Patrick

Title: Executive Director

Date: 7/23/18

## **Exhibit A**

**(Description of areas to be licensed should include description of parking spaces licensed)**











## **Exhibit B**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/23/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Waterloo Insurance 3825 Bee Cave Rd. Austin TX 78746-	<b>CONTACT NAME:</b> Rebecca Black <b>PHONE (A/C, No, Ext):</b> (512)605-1086 <b>FAX (A/C, No):</b> (512)327-3495 <b>E-MAIL ADDRESS:</b> admin@waterloo-ins.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Alliance of NonProfits <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Austin Travis County Sobriety Center The Sobering Center PO Box 6618 Austin TX 78762-	

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2018-55336	07/23/2018	07/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			2018-55336	07/23/2018	07/23/2019	Per Occurrence 1,000,000 Aggregate 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

General Liability contains Blanket Additional Insured status and Blanket Waiver of Subrogation status in favor of the Certificate Holder when required by written contract. The General Liability Policy is Primary & Non Contributory.

**CERTIFICATE HOLDER**
**CANCELLATION**

AI 008943

Travis County PO Box 1748 Austin TX 78767-	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
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## EXHIBIT C

### INSURANCE REQUIREMENTS FOR THE CORPORATION

The Austin/Travis County Sobriety Center Local Government Corporation ("LGC") shall procure and submit evidence of coverage of insurance as specified in this Interlocal Agreement ("Agreement") and submit evidence of coverage outlined below to the City of Austin ("City").

#### General Requirements Applicable to Insurance.

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Interlocal Agreement between City, Travis County, and LGC ("Agreement"). LGC shall not allow any insurance to be cancelled or lapse during any term of this Agreement. LGC shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher or have been approved by the City's Risk Manager.
- C. The required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the City upon request.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the City. The Certificate(s) shall show all endorsements by number.
- E. Insurance required under this Agreement which names City of Austin and Travis County as Additional Insureds shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City reserves the right to review insurance requirements during any term of the Agreement and to require that LGC make reasonable adjustments when the scope of services has been expanded.
- H. Insurance coverages specified in this Agreement are not intended and will not be interpreted to limit the responsibility or liability of the LGC.
- I. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

#### II. Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to the LGC:

- A. Workers' Compensation and Employers' Liability Insurance
  1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
  2. Employers' Liability limits are
    - \$500,000 bodily injury each accident
    - \$500,000 bodily injury by disease
    - \$500,000 policy limit
  3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin and Travis County:

- a. Waiver of Subrogation (Form 420304)
- b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:

*\$1,000,000* combined single limit per occurrence for coverage A and B.

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

- a. Blanket Contractual liability for this Agreement
- b. Products and Completed Operations
- c. Independent Contractor Coverage

3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin and Travis County:

- 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)

C. Business Automobile Liability Insurance

1. Minimum limits:

*\$1,000,000* 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.

2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin and Travis County:

- a. Waiver of Subrogation (Form CA 0444)
- b. Thirty (30) day Notice of Cancellation (Form CA 0244)
- c. City of Austin named as Additional Insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of *\$1,000,000* per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Agreement.

E. Blanket Crime Policy Insurance

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

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 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.

G. Property Insurance

Coverage shall be provided for all risk property insurance at 100% replacement cost for all building and contents owned or leased by the LGC.

## **Program Work Statement and Performance Metrics**

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Contract Term: 4/1/2024 - 9/30/2024

### **Program Goals and Objectives**

The Sobering Center provides a safe environment for publicly intoxicated individuals to sober up and, when appropriate, provides a bridge to recovery. It aims to enhance public health and public safety by providing an alternative to the emergency room and jail.

The goals of the center are:

1. Increase the identification and intervention of persons engaging in hazardous, harmful, or disordered substance use.
2. Increase prevalence and access to evidence-based service delivery models and treatment interventions that halt, reduce and eliminate hazardous, harmful, or disordered substance use.
3. Operate a community informed, culturally attuned, innovative 24 hours, 7 days a week, service center that diverts persons engaging in hazardous, harmful, or disordered substance use from jails, emergency service providers, and hospitals to a single entity structured to address and intervene in their hazardous, harmful, or disorder substance use.
4. Connect individuals to appropriate services at a higher level of care when indicated.

### **Program Clients Served**

The target population to be served are persons 18 and over engaging in hazardous, harmful, or disordered substance use, resulting in intoxication who may present a risk to themselves or the community. Residency in Austin/Travis county is not a requirement, as the center will often serve visitors and tourists. Individuals may be referred and transported to the facility by law enforcement or emergency medical services or individuals may be referred to the center (and typically transported by Sobering Center van) by approved community partners (Examples include but are not limited to: Integral Care, Downtown Austin Alliance, DWI Court, Capital Metro, University of Texas at Austin, treatment centers, sober homes etc). Anticipated users of the sobering center may include, but is not limited to military personnel, veterans, college students, residents, visitors, individuals with chronic substance use disorders who may be experiencing homelessness, and individuals with substance use disorders and other critical health care needs and mental health diagnoses. Services are provided at no charge to the individual and no criminal charges, citations or fees are assessed. All patients are screened by a medic at intake and referred out only if they do not meet medical guidelines to sober safely without hospital intervention. There is no limit on the number of visits a patient may have to the Sobering Center within a given time frame, and patients are free to leave at their will. Walk ups are accepted on a case by case basis.

### **Program Services and Delivery**

The Sobering Center will be fully operational 24 hours a day, 7 days a week. It will provide a safe place to sober. It's expected that the typical stay will last from six to ten hours, however there will be exceptions to this in cases where a patient is in need of long term care and is not able to access immediately nor do they have a safe place to go to stay sober in the meantime. During the initial sobering time, each individual will be assigned to a dorm based on the symptoms they present and the needs of their brain, which will be dictated by their drug of choice. This may look like a place to sleep and hydrate quietly in the depressant dorm or it may look like a place to engage in a puzzle and talk to a counselor in the stimulant dorm. Light snacks and beverages to promote hydration will be available.

To ensure individuals' safety and appropriateness for services at the center, licensed paramedics and/or EMTs will provide medical screenings at intake. Those who do not meet the established inclusion criteria will be referred to the emergency room. Prior to discharge the medic will again screen the patient for safety to leave the building.

While the individual is sobering, a sobering support specialist will visually monitor individuals throughout their stay at the center and take vital signs as prescribed by the paramedic. The sobering support specialist provides assistance with ambulating, getting to restroom and shower, keeping area clean and providing peer support.



## **Program Work Statement and Performance Metrics**

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Contract Term: 4/1/2024 - 9/30/2024

In addition to the medic and the sobering support specialist, an SBIRT (Screening, Brief Intervention, and Referral to Treatment) counselor (licensed or interning toward licensure as LCDC or LMSW or more advanced) will provide crisis intervention, screening and assessment, and long term care planning if indicated.

When a patient expresses an interest in longer term services such as detox, substance use disorder treatment, psychiatric hospitalization, or sober living, the counselors will hold this client over for services for up to several days, depending on need and access to resources. These patients are referred to "holdovers" and are sober but waiting for a space in a higher level of care.

A partnership with Austin-Travis County EMS Community Health Paramedics has been formed so that Sobering Center staff may engage CHP medics to assess for and provide medications to stabilize patients on the brink of withdrawal as they wait for space in a treatment program.

### **System for Collection and Reporting Program Data**

The center will use a customized electronic service record via Austin ECHO's Homeless Management Information System (HMIS) beginning October 14, 2020 to document services delivered to individuals admitted to the center. Information and ongoing performance data will be reported electronically to the City of Austin quarterly. Paper charts are additionally used, and a complete client chart is scanned and uploaded to HMIS for a full record.

### **Performance Evaluation**

The Executive Director is responsible for developing and implementing a performance evaluation plan with measurable outputs and outcomes. The program evaluation will include an annual report provided to the Board of Directors, City of Austin, and Travis County. The Board of Directors meets every other month and will be monitoring program outcomes of the Sobering Center.

### **Quality Improvement**

The Sobering Center strives for the highest quality of services for the patients in our care. In order to be confident we are meeting our mission and achieving our outcomes, the following will be monitored by the leadership team on a weekly basis:

- Incident Reports
- No-Admit Cases and Transfers to Jail or Hospital
- Holdover Case Reviews
- Ban List Review

Any time there is an incident, a complex case, or a transfer to jail or hospital whether pre or post admission, or a request by a staff member to ban a client either short term or long term, the cameras will be reviewed, the leadership team will do a root cause analysis, and determine any training or disciplinary needs in order to address the issue if indicated. Trends will be tracked to ensure corrective actions have been effective.

The following will be monitored by the leadership team on a monthly basis and reviewed by the board:

- Numbers Served
- Demographics
- Client Outcomes
- Patient Satisfaction Surveys

## **Program Work Statement and Performance Metrics**

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Contract Term: 4/1/2024 - 9/30/2024

Any time there is an unexpected trend in these reports, the leadership team will do a root cause analysis and share information with the board as indicated to ensure proper resources are in place to address any concerns and effective action has been taken.

### **Service Coordination with Other Agencies**

The Sobering Center coordinates with all local law enforcement departments that operate within Travis County, Austin/Travis County Emergency Medical Services, area emergency hospital emergency departments, community-based substance use providers, community-based recovery support service providers, the Local Mental Health Authority, and community-based social service providers. These will be cross referral and long-term care planning relationships.

### **Service Collaboration with Other Agencies**

This program is not a formal collaboration; therefore no subgrantees are included in this agreement.

### **Community Planning Activities**

The Sobering Center staff are involved extensively in local efforts around planning and advocacy for effective harm reduction, intervention and support services for those in need. These planning initiatives and groups include: One Voice Central Texas, Travis County MH Diversion Work Group, Recovery Oriented Systems of Care (ROSC), Austin Area Opioid Work Group, and Austin/Travis County Sexual Assault Response and Resource Team.

Program Work Statement and Performance Metrics

Contract Term: 4/1/2024 - 9/30/2024

Unduplicated Clients

City	Other	Total	City Percent of Total Clients	Additional Context	Data Collected
800	14	814	98.28%		

Outputs - Supplemental

Output	City	Other	Total	City Percent of Output
Total number of discharges as a result of successful sobering.	474	14	488	97.13%
Total number of substance use screenings.	464	14	478	97.07%

No Productivity Outputs Issued

No City Outcomes Issued

Outcomes - Supplemental

Numerator	Numerator Goal	Denominator	Denominator Goal	Outcome	Outcome Goal
Number of transports by EMS to Sobering Center	325	Number of transports by EMS to Sobering Center and ER	1000	Percent of eligible intoxicants transported to the Sobering Center by EMS	32.50%
Number of transports by law enforcement to Sobering Center.	528	Number of transports by law enforcement to Sobering Center and Jail.	960	Percent of eligible intoxicated individuals are transported to the Sobering Center, and diverted from jail	55.00%
Persons successfully completed sobering and discharged	550	Persons admitted for sobering	914	Percent of persons admitted and successfully sobered	60.18%
Total number of patients seeking treatment who are directly connected to care	68	Total number of patients served at a level 4, meaning that they are seeking services but do not have access	72	Percent of persons transferred to appropriate level of care	94.44%

Program Work Statement and Performance Metrics

Contract Term: 4/1/2024 - 9/30/2024

Total number of screenings with score indicating harmful or disorder substance use with documented feedback, education, and/or referral	437	Total number of screenings score indicating harmful or disorder substance use	437	Percent of persons receiving interventions	100.00%
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## BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the “Agreement”), is made by and between the The Austin/Travis County Sobriety Center Local Government Corporation, doing business as The Sobering Center, a Texas local government corporation (“Business Associate”) and the City of Austin, a Texas home rule municipal corporation (“Covered Entity”) (collectively the “Parties”) to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 (“the Privacy Rule”) and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated thereunder, and any applicable state confidentiality laws.

### RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit D. Program Work Statement and Performance Metrics (“Services”) of the Sobering Center Interlocal Agreement (“Master Services Agreement”), to or on behalf of Covered Entity;

WHEREAS, in connection with these Services, Covered Entity discloses to Business Associate certain protected health information (“PHI”) that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing Services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have the meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. “Breach” shall have the same meaning as the term “Breach” in 45 C.F.R. §164.402.
  2. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” in 45 C.F.R. §160.103 and in reference to the party to this Agreement, shall mean The Sobering Center.
  3. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” in 45 C.F.R. §160.103 and in reference to the party to this Agreement shall mean the City of Austin, a Texas home rule municipal corporation.

4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
5. HIPAA Rules. The Privacy Rule and the Security Rule, and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
6. Incident. "Incident" means a Security Incident as defined by 45 CFR 164.304 and includes a potential or attempted unauthorized access, use, disclosure, modification, loss, disruption, or destruction of PHI or interference with system operations in an information system, which has the potential for jeopardizing the confidentiality, integrity, or availability of the PHI.
7. Individual. "Individual" shall mean the person who is the subject of the protected health information.
8. Protected Health Information. "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
10. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services, or his or her Designee.
11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number, or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.

12. Subcontractor. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5.

B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the Services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purpose of staffing, operating, and managing a sobriety center for the safe short-term treatment and management of persons under the influence of alcohol and providing those persons information and referrals to community-based outpatient services to preserve law enforcement, judicial, and medical resources in Austin.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed, that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and
7. direct, review and control notification made by the Business Associate to individuals regarding a Breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

- D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to Business Associates, including:
1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
    - (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
    - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been Breached; and
    - (c) agree to notify Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
  2. Data Aggregation. In the event that Business Associate works for more than one "Covered Entity," as that term is defined generally in the HIPAA rules, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
  3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. "Permitted Uses and Disclosures by Business Associate" of this Agreement.
  4. Safeguards.
    - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical, and technical safeguards that



reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

- (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents, or subcontractor. Any access to PHI by Business Associate's employees, agents, or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees', agents' or contractors' access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.
- 5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and the use of limited data sets when possible.
- 6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the Services as if they were Business Associate's own acts, failures, or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
- 7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:
  - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that Set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format, and if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or

person designated by the individual in accordance with HITECH Section 13405(c) of the HITECH Act. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than **30 days** following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline by responding to the Individual's request within **15 days** following receipt of the request. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate, shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is in paper or electronic format, in accordance with 45 C.F.R. §164.528 and Section 13405 (c) of the HITECH Act, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than **60 days** following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than **30 days** following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12-month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

8. Internal Practices, Policies, and Procedures, and Audit. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies, books, records, and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary, or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests for PHI by or on behalf of any and all federal, state, and local government authorities.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Incident Notification. To the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with U.S. Department of Health and Human Services (HHS) Guidance published at 74 Federal Register 19006 (April 17, 2009) or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (also known as "NIST") concerning the protection of identifiable data, such as PHI. Business Associate will report, as required by 45 C.F.R. §164.314(a)(2)(i)(C), Incidents to Covered Entity, including promptly reporting any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident; scope of Incident; Business Associate's response to the Incident; and the identification of the party responsible for causing the Incident.

13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security Breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, immediately following the “discovery” (within the meaning of 45 C.F.R. §164.410(a)) of a Breach of such information, Business Associate shall notify Covered Entity of such Breach. Initial notification of the Breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than **three days** following the discovery of the Breach. Business Associate shall be liable for the costs associated with such Breach if caused by the Business Associate’s negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate’s agents, officers, employees or subcontractors.
  
14. Breach Notification to Individuals. Business Associate’s duty to notify Covered Entity of any Breach does not permit Business Associate to notify those individuals whose PHI has been Breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been Breached shall be made by the Business Associate under the direction, review, and control of Covered Entity. The Business Associate will notify Covered Entity via telephone with follow-up in writing to include: name of individuals whose PHI was Breached; information Breached; date of Breach; and form of Breach. The cost of the notification will be paid by the Business Associate.
  
15. Data Breach Notification and Mitigation Under Other Laws. In addition, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI and referred to hereinafter as “Individually Identifiable Information”) and Sensitive Personal Information subject to Section 521.053 of the Texas Business and Commerce Code that, if misused, disclosed, lost or stolen, would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information and Sensitive Personal Information is lost, stolen, used or disclosed in violation of one or more State laws, Business Associate shall promptly: (i) notify the Covered Entity within **15 calendar days** of such misuse, disclosure, loss or theft; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (iii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iv) cooperate with Covered Entity regarding the obligations of Covered Entity and Business Associate to mitigate to the extent practicable any potential harm to the individuals impacted by the State

Breach; and (v) assist with the implementation of any decision by any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach. This requirement shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI, Individually Identifiable Information, or Sensitive Personal Information.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in this Business Associate Agreement or in the Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity, or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Rule or Security Rule if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Rule or Security Rule if disclosed by Covered Entity.
3. Right Title and Interest. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title XIII of Division A of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this Section F.1, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the

confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in Section F.1 "Security Measures" of this Agreement and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements, including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, and payment and health care operations contained in Subtitle D of Title XIII of Division A of the HITECH Act that apply to the Covered Entity, shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in Section 13404(a) and (b) of the HITECH Act, Sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such Sections apply to Covered Entity if it violates such provisions.

#### G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination without Cause. Either Party shall have the right to terminate this Agreement for any reason upon **30 days** written notice.
3. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - (a) Provide an opportunity for Business Associate to cure the breach within **30 days** of written notice of such breach, or end the violation and terminate this Agreement, whether it is in the form of a stand-alone agreement or an addendum to the Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(b) Immediately terminate this Agreement whether it is in the form of a stand-alone agreement or an addendum to the Master Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

4. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, or maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI. This Section shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI.

H. No Warranty. PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

I. Miscellaneous.

1. INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, BUSINESS ASSOCIATE AGREES TO INDEMNIFY AND HOLD HARMLESS COVERED ENTITY FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS OR CAUSES OF ACTION OF ANY NATURE FOR ANY RELIEF, ELEMENTS OF RECOVERY OR DAMAGES RECOGNIZED BY LAW (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, DEFENSE COSTS, AND EQUITABLE RELIEF), FOR ANY DAMAGE OR LOSS INCURRED BY COVERED ENTITY ARISING OUT OF, RESULTING FROM, OR ATTRIBUTABLE TO ANY ACTS OR OMISSIONS OR OTHER CONDUCT OF BUSINESS ASSOCIATE OR ITS AGENTS IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES UNDER THIS AGREEMENT. THIS INDEMNITY SHALL APPLY EVEN IF COVERED ENTITY IS ALLEGED TO BE SOLELY OR JOINTLY NEGLIGENT OR OTHERWISE SOLELY OR JOINTLY AT FAULT; PROVIDED, HOWEVER, THAT A TRIER OF FACT FINDS COVERED ENTITY NOT TO BE SOLELY OR JOINTLY NEGLIGENT OR OTHERWISE SOLELY OR JOINTLY AT FAULT. THIS INDEMNITY SHALL NOT BE CONSTRUED TO LIMIT COVERED ENTITY'S RIGHTS, IF ANY, TO COMMON LAW INDEMNITY.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents, and other cooperation as

reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 "Right Title and Interest" of this Agreement shall survive the termination of this Agreement.
5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 9.4 of the Master Services Agreement between the City and The Sobering Center or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.



9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure or misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement or in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations, the Federal Register, or any other federal guidance or policy shall mean the cited section or reference as they may be amended from time to time.

**INTERLOCAL COOPERATION AGREEMENT RE CLINICAL OVERSIGHT**  
**BETWEEN THE CITY OF AUSTIN AND THE AUSTIN/TRAVIS**  
**COUNTY SOBRIETY CENTER LOCAL GOVERNMENT CORPORATION**  
**DOING BUSINESS AS THE SOBERING CENTER**

This Interlocal Agreement (“Agreement” or “Contract”) is entered into by the following parties: the City of Austin, a Texas home-rule municipal corporation and political subdivision of the State of Texas (“City”) and The Austin/Travis County Sobriety Center Local Government Corporation, doing business as The Sobering Center, a Texas local government corporation (“LGC”), each a “Party” and collectively referred to within this Agreement as the “Parties.”

**RECITALS**

City and County previously determined that public intoxication and individuals with harmful substance use behaviors consume public resources, such as depleting law enforcement time and energy, judicial and medical resources, and negatively impacting individual and public safety.

In September 2016, City and County jointly created the LGC as an alternative to housing intoxicated persons in the County Jail or occupying hospital emergency rooms. Since 2018, the LGC has successfully operated as a criminal justice and medical systems diversion resource, resulting in substantial cost savings for the City, County, and hospital systems.

Since 2018, the LGC has operated under an Interlocal Cooperation Agreement (the “2018 ILA”) with the City and County, the term of which expired on September 30, 2023.

City and County created the LGC with the intent of contributing funding to its daily management, staffing, and service needs, as well as housing the LGC in the old Medical Examiner’s Building at 1213 Sabine Street.

The Parties agree to continue toward the operations of the LGC and wish to memorialize their agreement regarding their independent responsibilities and obligations as authorized through the Texas Constitution, Article 3, Section 64, and “The Interlocal Cooperation Act,” Texas Government Code, Chapter 791.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is acknowledged, the Parties agree to the terms and conditions stated in this Agreement as follows:

**I. PURPOSE AND SCOPE**

The purpose of this Agreement is to set forth the terms and conditions under which the City and LGC contribute to the operation and management of a sobering center and to specifically define the services and deliverables that the City will provide to the LGC as they operate a sobering center for the Austin/Travis County community.

LGC desires to contract with the City such that the City, through its Austin-Travis County Emergency Medical Services Department (ATCEMS), will provide Emergency Medical Services (EMS) clinical oversight and oversight for the LGC’s operation of a sobering center to include:

*the Advanced Life Support, First Responder Organization (FRO) license, and all EMS certified personnel employed by LGC.*

## **II. CITY'S RESPONSIBILITIES AND OBLIGATIONS**

1. The City's Chief Medical Officer shall provide clinical oversight via the ATCEMS. The ATCEMS consultation shall include review of policies and procedures to ensure appropriate skill sets for job applicants, oversight of training of LGC clinical employees, and oversight of credentialing and continuing education requirements for LGC's clinical employees where required for their job role. The City, through the ATCEMS, shall also provide in-person and virtual assistance to LGC's clinical personnel.
2. The City, through the ATCEMS, shall, at times, provide on-site EMS physician services to the LGC. The services may include, but not be limited to, face-to-face medical continuing education, training on new medical techniques, and other specific requests by the LGC as agreed to by City.
3. LGC clinical personnel may attend, at no charge, live continuing education ("CE") sessions offered by ATCEMS. These sessions may be scheduled throughout the term of this Agreement. If LGC clinical personnel attend a live CE session provided by the OMD, the City shall award CE credit to the LGC clinical personnel who attended.
4. The OMD will provide LGC Clinical Operating Guidelines ("COG") that can be used by LGC clinical personnel.

## **III. LGC'S RESPONSIBILITIES AND OBLIGATIONS**

1. Only LGC clinical personnel currently certified or licensed by the Texas Department of State Health Services ("DSHS") and credentialed by the Chief Medical Officer and the ATCEMS shall perform patient care.
2. LGC clinical personnel shall perform patient care according to the guidelines and procedures provided by the ATCEMS. LGC shall maintain as necessary the minimal equipment included in the COG and provide all medical equipment and supplies used in patient treatment.
3. LGC and the ATCEMS shall work together to develop, implement, and maintain an agency-wide Performance Improvement (PI) program. LGC agrees to the development and execution of all necessary policies and procedures for the exchange of confidential patient care information. LGC further agrees to develop and implement error reporting guidelines included in the PI program. Failure (individually or organizationally) to participate in the PI process may result in suspension of credentials to practice.
4. LGC shall ensure that all clinical personnel attend all scheduled training and continuing education.
5. LGC shall maintain a patient care reporting system that complies with a minimum data set designated by the ATCEMS. A copy of the completed patient care reports shall be made available to the ATCEMS within three business days of request. LGC shall maintain copies

of all patient reports for a time-period compliant with all applicable federal and state requirements.

6. The specific level of state certification or licensure of LGC clinical personnel involved in patient care shall be at a minimum a certified Emergency Medical Technician-Basic. The level of care provided by each LGC clinical personnel shall be determined by the credentialing level approved by the ATCEMS. The ATCEMS has the responsibility and authority to determine the credentials of all LGC clinical personnel providing care under its direction.
7. The ATCEMS shall provide training and credentialing to personnel who are not licensed or certified by DSHS for specific procedures to be determined by the ATCEMS. The ATCEMS shall also provide support for such personnel.
8. All LGC clinical personnel shall comply with all HIPAA and/or Patient Confidentiality requirements. It is the responsibility of the LGC to designate a compliance officer as required by law (Chapter 181 of the Health & Safety Code and HIPAA).
9. Individual LGC clinical personnel shall report any arrest involving alcohol, drugs, or a felony (specifically as it relates to TAC 25, Part 1, Rule 157.36 and 157.37 – DSHS Rules) directly to the ATCEMS within three business days after the arrest. Failure to do so may result in immediate suspension of the individual clinical personnel. Reporting the event to certification and/or licensing agencies (e.g., DSHS or Texas Board of Nurses) is the responsibility of the individual and must occur in accordance with applicable rules.
10. Periodically, the ATCEMS will designate continuing education (CE) as Mandatory or Emergent. The LGC clinical personnel shall participate fully in completing the CE within the time frame designated by the ATCEMS. Any CE developed by LGC clinical personnel shall have prior approval of the ATCEMS prior to delivery of the CE to LGC personnel.

#### **IV. CONTRACT AMOUNT:**

For and in consideration of the services to be rendered by the City pursuant to this Agreement during each of the Fiscal Years that begin on October 1 and end on September 30, LGC shall reimburse City amounts not to exceed the following:

October 1, 2023 - September 30, 2024	\$26,780.00
October 1, 2024 - September 30, 2025	\$27,583.00
October 1, 2025 - September 30, 2026	\$28,411.00
October 1, 2026 - September 30, 2027	\$29,263.00
October 1, 2027 - September 30, 2028	\$30,141.00

Total Contract Value: \$142,178

The foregoing amounts will be included in the LGC's annual budget and paid to the City by the LGC as part of its annual operating expense under the Interlocal Cooperation Agreement Between the City of Austin, Travis County, and the Austin/Travis County Sobriety Center Local Government Corporation Doing Business As the Sobering Center.

Services provided: Direct, in-person, physician medical director services, physician response service at the request of LGC. Excluded are services related to non-clinical program administration and personnel oversight.

#### **V. PAYMENT FOR SERVICES:**

Each Party's monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

#### **VI. INVOICING:**

Payments for service performed will be billed: **Monthly**

##### **INVOICES WILL BE SENT TO:**

Laura Elmore (or her successor)  
Executive Director  
The Sobering Center  
1213 Sabine Street  
Austin, TX 78701  
[lelmore@soberingcenter.org](mailto:lelmore@soberingcenter.org)

Invoices will be for professional services rendered that include a list of services ATCEMS provides under the terms of the Agreement. Due to the variability in services rendered, there will not be an itemized detail of the work provided.

#### **VII. PAYMENT DEADLINE**

LGC will disburse payments to City within 30 days from the date they receive each invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code).

#### **VIII. CONTRACT ADMINISTRATION:**

ATCEMS Contract Point of Contact  
Carlos Ledesma, Assistant Director  
Emergency Medical Services  
15 Waller Street  
Austin, TX 78702  
(512) 435-9519  
[carlos.ledesma2@austintexas.gov](mailto:carlos.ledesma2@austintexas.gov)

LGC Contract Point of Contact  
Laura Elmore (or her successor)  
Executive Director, The Sobering Center  
1213 Sabine Street  
Austin, TX 78701  
(512) 957-1900  
[lelmore@soberingcenter.org](mailto:lelmore@soberingcenter.org)

#### **IX. TERM OF CONTRACT:**

The initial term of this Agreement begins on October 1, 2023 and will continue through September 30, 2024, unless sooner terminated as provided herein. Subject to continued funding by the Travis County Commissioners Court and City Council, this Agreement will renew for four additional 12-month terms, ending on September 30, 2028, unless terminated earlier in accordance with the terms of this Agreement.

## **X. NOTICES:**

Requirements. Except as otherwise specifically noted, any notice required or permitted to be given under this Agreement by one Party to another must be in writing and will be given and deemed to have been given immediately if delivered in person to the address in this section for the Party to whom the notice is given, on the first business day following the date sent if sent by electronic mail, 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 specified below.

The address of LGC for all purposes under this Contract and for all notices:

Laura Elmore (or her successor)  
Executive Director  
The Sobering Center  
1213 Sabine Street  
Austin, TX 78701  
[lelmore@soberingcenter.org](mailto:lelmore@soberingcenter.org)

The address of the City for all purposes under this Contract and for all notices:

Jesus Garza  
Interim City Manager (or his successor)  
P.O. Box 1088  
Austin, Texas 78767  
[Jesus.Garza@austintexas.gov](mailto:Jesus.Garza@austintexas.gov)

With copies to:

Robert Luckritz (or his successor) from October 1, 2024 to September 30, 2028  
Emergency Medical Services Chief  
15 Waller Street  
Austin, Texas 78702  
[Robert.Luckritz@austintexas.gov](mailto:Robert.Luckritz@austintexas.gov)

## **XI. GENERAL TERMS AND CONDITIONS:**

1. **Amendments.** Any Party may propose an Amendment to this Agreement. Requests for alterations, additions or deletions of the terms of this Agreement will be submitted to the City Manager for the City and the Executive Director for the LGC. If the City Manager and Executive Director all agree that an Amendment is in the best interest of both Parties, it will be taken before the governing bodies of the Parties for approval, in accordance with the law. An Amendment to this Agreement is effective when approved by both Parties.
2. **Liability.** Parties are not liable to the other Parties for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of their own officials or employees. For any claims, damages, or attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of Parties' employees in relation to their respective obligations in this Agreement, if all Parties are liable, the Parties will be

liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of each Party as determined by the court adjudicating the matter or as agreed in any settlement.

3. **Notice of Claim.** Within five (5) business days of receiving notice of any claim, demand, suit, or any action made or brought against any Party, arising out of the activities conducted pursuant to this Agreement, the Party will give written notice to each of the other Parties of such claim, demand, suit or other action. Said notice will include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person or persons against whom such claim is being made.
4. **Public Disclosure.** Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Texas Government Code Chapter 552 (the Public Information Act).
5. **Termination.** Either Party may terminate this Agreement upon 30 days written notice.
6. **Independent Contractor.** This Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The LGC's services shall be those of an independent contractor and LGC agrees and understands that this Agreement does not grant any rights or privileges established for employees of the City.
7. **Third Party Beneficiary.** This Agreement sets out the agreements and obligations between Parties only, and no provision in this Agreement creates any rights in any person or entity that is not a Party to this Agreement. The rights to performance in this Agreement are only enforceable by City and LGC.
8. **Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of Parties must initially be presented by submission in writing in accordance with the Notice provisions above. If satisfactory resolution cannot be achieved between the representatives of the Parties within a reasonable time, and should mediation be acceptable to all Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all 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 TEX. CIV. PRAC. AND REM. CODE, Sec. 154.073, unless both Parties agree, in writing, to waive the confidentiality.
9. **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.
10. **Force Majeure.** No Party will be financially liable to the other Parties for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed or until the Parties agree in writing to either amend or terminate the Agreement. The Party seeking to avail itself of this clause shall notify the other Parties within



five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

11. **HIPAA Standards.** As applicable, LGC and its subcontractors are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. LGC must maintain HIPAA-compliant Business Associate Agreements with each entity with which it may share any protected client information.

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

12. **Entire Agreement.** All oral agreements between the Parties to this Agreement relating to the Parties that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement.

The parties certify that (1) the Contract is authorized by the governing body of each Party; (2) the purpose, terms, rights, and duties of the parties are stated within the Agreement; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying Party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**For the City of Austin:**

By: Bruce Mills Date: 3-12-24  
Bruce Mills  
Assistant City Manager

**For the Austin/Travis County Sobriety Center Local Government Corporation, doing business as The Sobering Center:**

DocuSigned by:  
By: Laura Elmore Date: 3/21/2024 | 4:56 PM CDT  
Printed Name: 2BE85F8B7282487...  
Title: Director

## BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the “Agreement”), is made by and between the The Austin/Travis County Sobriety Center Local Government Corporation, doing business as The Sobering Center, a Texas local government corporation (“Covered Entity”) and the City of Austin, a Texas home rule municipal corporation (“Business Associate”) (collectively the “Parties”) to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 (“the Privacy Rule”) and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated thereunder, and any applicable state confidentiality laws.

### RECITALS

WHEREAS, Business Associate provides services outlined in the Clinical Oversight Interlocal Agreement (“Master Services Agreement”), to or on behalf of Covered Entity;

WHEREAS, in connection with these Services, Covered Entity discloses to Business Associate certain protected health information (“PHI”) that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing Services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have the meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. “Breach” shall have the same meaning as the term “Breach” in 45 C.F.R. §164.402.
  2. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” in 45 C.F.R. §160.103 and in reference to the party to this Agreement, shall mean The Sobering Center.
  3. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” in 45 C.F.R. §160.103 and in reference to the party to this Agreement shall mean the City of Austin, a Texas home rule municipal corporation.
  4. Designated Record Set. “Designated Record Set” shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records

and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule, and amendments codified and promulgated by the HITECH Act are referred to collectively herein as “HIPAA Rules.”
6. Incident. “Incident” means a Security Incident as defined by 45 CFR 164.304 and includes a potential or attempted unauthorized access, use, disclosure, modification, loss, disruption, or destruction of PHI or interference with system operations in an information system, which has the potential for jeopardizing the confidentiality, integrity, or availability of the PHI.
7. Individual. “Individual” shall mean the person who is the subject of the protected health information.
8. Protected Health Information. “Protected Health Information” or PHI shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
9. Required by Law. “Required by Law” shall mean a mandate contained in law that compels a use or disclosure of PHI.
10. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services, or his or her Designee.
11. Sensitive Personal Information. “Sensitive Personal Information” shall mean an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver’s license number or government-issued identification number; or account number, or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
12. Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 C.F.R. §160.103.

13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the Services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a public safety service, including compliance with section 157.14 of title 25 of the Texas Administrative Code.
- C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:
1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
  2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
  3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
  4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity;
  5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed, that affects a Designated Record Set maintained by Business Associate;
  6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and
  7. direct, review and control notification made by the Business Associate to individuals regarding a Breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.
- D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to Business Associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
  - (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
  - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been Breached; and
  - (c) agree to notify Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
2. Data Aggregation. In the event that Business Associate works for more than one "Covered Entity," as that term is defined generally in the HIPAA rules, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. "Permitted Uses and Disclosures by Business Associate" of this Agreement.
4. Safeguards.
  - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

- (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents, or subcontractor. Any access to PHI by Business Associate's employees, agents, or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees', agents' or contractors' access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.
5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the Services as if they were Business Associate's own acts, failures, or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:
- (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that Set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format, and if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH Section 13405(c) of the HITECH Act. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than **30 days** following receipt of the request. Business

Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline by responding to the Individual's request within **15 days** following receipt of the request. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate, shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
  - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is in paper or electronic format, in accordance with 45 C.F.R. §164.528 and Section 13405 (c) of the HITECH Act, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than **60 days** following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than **30 days** following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12-month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies, and Procedures, and Audit. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies, books, records, and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary, or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight

agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests for PHI by or on behalf of any and all federal, state, and local government authorities.

9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Incident Notification. To the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with U.S. Department of Health and Human Services (HHS) Guidance published at 74 Federal Register 19006 (April 17, 2009) or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (also known as "NIST") concerning the protection of identifiable data, such as PHI. Business Associate will report, as required by 45 C.F.R. §164.314(a)(2)(i)(C), Incidents to Covered Entity, including promptly reporting any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident; scope of Incident; Business Associate's response to the Incident; and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security Breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses



unsecured paper or electronic PHI, immediately following the “discovery” (within the meaning of 45 C.F.R. §164.410(a)) of a Breach of such information, Business Associate shall notify Covered Entity of such Breach. Initial notification of the Breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than **three days** following the discovery of the Breach. Business Associate shall be liable for the costs associated with such Breach if caused by the Business Associate’s negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate’s agents, officers, employees or subcontractors.

14. Breach Notification to Individuals. Business Associate’s duty to notify Covered Entity of any Breach does not permit Business Associate to notify those individuals whose PHI has been Breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been Breached shall be made by the Business Associate under the direction, review, and control of Covered Entity. The Business Associate will notify Covered Entity via telephone with follow-up in writing to include: name of individuals whose PHI was Breached; information Breached; date of Breach; and form of Breach. The cost of the notification will be paid by the Business Associate.
15. Data Breach Notification and Mitigation Under Other Laws. In addition, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI and referred to hereinafter as “Individually Identifiable Information”) and Sensitive Personal Information subject to Section 521.053 of the Texas Business and Commerce Code that, if misused, disclosed, lost or stolen, would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information and Sensitive Personal Information is lost, stolen, used or disclosed in violation of one or more State laws, Business Associate shall promptly: (i) notify the Covered Entity within **15 calendar days** of such misuse, disclosure, loss or theft; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (iii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iv) cooperate with Covered Entity regarding the obligations of Covered Entity and Business Associate to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (v) assist with the implementation of any decision by any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach. This requirement shall survive the expiration or termination of this Agreement and shall remain in effect for so

long as Business Associate maintains PHI, Individually Identifiable Information, or Sensitive Personal Information.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in this Business Associate Agreement or in the Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity, or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Rule or Security Rule if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Rule or Security Rule if disclosed by Covered Entity.
3. Right Title and Interest. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title XIII of Division A of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this Section F.1, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such

information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in Section F.1 "Security Measures" of this Agreement and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements, including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, and payment and health care operations contained in Subtitle D of Title XIII of Division A of the HITECH Act that apply to the Covered Entity, shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in Section 13404(a) and (b) of the HITECH Act, Sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such Sections apply to Covered Entity if it violates such provisions.

#### G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination without Cause. Either Party shall have the right to terminate this Agreement for any reason upon **30 days** written notice.
3. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - (a) Provide an opportunity for Business Associate to cure the breach within **30 days** of written notice of such breach, or end the violation and terminate this Agreement, whether it is in the form of a stand-alone agreement or an addendum to the Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - (b) Immediately terminate this Agreement whether it is in the form of a stand-alone agreement or an addendum to the Master Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

4. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, or maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI. This Section shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI.

H. No Warranty. PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

I. Miscellaneous.

1. INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, BUSINESS ASSOCIATE AGREES TO INDEMNIFY AND HOLD HARMLESS COVERED ENTITY FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS OR CAUSES OF ACTION OF ANY NATURE FOR ANY RELIEF, ELEMENTS OF RECOVERY OR DAMAGES RECOGNIZED BY LAW (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, DEFENSE COSTS, AND EQUITABLE RELIEF), FOR ANY DAMAGE OR LOSS INCURRED BY COVERED ENTITY ARISING OUT OF, RESULTING FROM, OR ATTRIBUTABLE TO ANY ACTS OR OMISSIONS OR OTHER CONDUCT OF BUSINESS ASSOCIATE OR ITS AGENTS IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES UNDER THIS AGREEMENT. THIS INDEMNITY SHALL APPLY EVEN IF COVERED ENTITY IS ALLEGED TO BE SOLELY OR JOINTLY NEGLIGENT OR OTHERWISE SOLELY OR JOINTLY AT FAULT; PROVIDED, HOWEVER, THAT A TRIER OF FACT FINDS COVERED ENTITY NOT TO BE SOLELY OR JOINTLY NEGLIGENT OR OTHERWISE SOLELY OR JOINTLY AT FAULT. THIS INDEMNITY SHALL NOT BE CONSTRUED TO LIMIT COVERED ENTITY'S RIGHTS, IF ANY, TO COMMON LAW INDEMNITY.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents, and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 "Right Title and Interest" of this Agreement shall survive the termination of this Agreement.
5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 9.4 of the Master Services Agreement between the City and The Sobering Center or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure or misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement or in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations, the Federal Register, or any other federal guidance or policy shall mean the cited section or reference as they may be amended from time to time.

**Certificate Of Completion**

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Signatures: 4

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Envelope Originator:

Jackson Walker Electronic Signature

2323 Ross Ave

Suite 600

Dallas, TX 75201

auesignature@jw.com

IP Address: 64.154.145.42

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**Signer Events**

Andy Brown

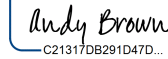
Andy.brown@traviscountytexas.gov

County Judge

Travis County

Security Level: Email, Account Authentication  
(None)**Signature**

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C21317DB291D47D...

Signature Adoption: Pre-selected Style

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Sent: 3/21/2024 4:51:06 PM

Resent: 3/21/2024 4:58:56 PM

Viewed: 3/25/2024 1:28:56 PM

Signed: 3/25/2024 1:29:07 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/25/2024 1:28:56 PM

ID: d8812611-3908-4273-8835-7eda92ad7c19

Chris Ziebell

ziebell.board@soberingcenter.org

Security Level: Email, Account Authentication  
(None)

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Signature Adoption: Pre-selected Style

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Signed: 3/21/2024 6:48:46 PM

**Electronic Record and Signature Disclosure:**

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ID: 94deb5a2-200a-4e47-aab1-d0e63d24f24b

Laura Elmore

lElmore@soberingcenter.org

Security Level: Email, Account Authentication  
(None)

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Signature Adoption: Pre-selected Style

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Signed: 3/21/2024 4:56:08 PM

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**



Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>		
Jessica Palvino jpalvino@jw.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/21/2024 4:51:05 PM
Vicki Ashley vicki.ashley@traviscountytx.gov Carahsoft OBO Travis County-CP3-County Commissioner 3 Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/21/2024 4:51:06 PM Viewed: 3/21/2024 5:21:06 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
<b>Envelope Summary Events</b>		
Envelope Sent	Hashed/Encrypted	3/21/2024 4:51:06 PM
Envelope Updated	Security Checked	3/21/2024 4:58:56 PM
Certified Delivered	Security Checked	3/21/2024 4:55:30 PM
Signing Complete	Security Checked	3/21/2024 4:56:08 PM
Completed	Security Checked	3/25/2024 1:29:07 PM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Jackson Walker L.L.P. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Jackson Walker L.L.P.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bfinner@jw.com](mailto:bfinner@jw.com)

#### **To advise Jackson Walker L.L.P. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bfinner@jw.com](mailto:bfinner@jw.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Jackson Walker L.L.P.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bfinner@jw.com](mailto:bfinner@jw.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Jackson Walker L.L.P.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bfinner@jw.com](mailto:bfinner@jw.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Jackson Walker L.L.P. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Jackson Walker L.L.P. during the course of your relationship with Jackson Walker L.L.P..