

**INTERLOCAL COOPERATION CONTRACT
HEALTH AND HUMAN SERVICES
CONTRACT NO.**

THE HEALTH AND HUMAN SERVICES COMMISSION (“HHSC” or “System Agency”) and (“Contractor,” “Grantee,” “Local Government,” “Local Mental Health Authority,” or “Local Behavioral Health Authority”) each a “Party” and collectively the “Parties” enter into the following Local Mental Health Authority Performance Agreement (“MH/LMHAPA” or the “Contract”) pursuant to the provisions of “Interlocal Cooperation Contracts,” Chapter 791 of the Texas Government Code and Chapters 533 and 534 of the Texas Health and Safety Code.

I. PARTIES

System Agency:	HEALTH AND HUMAN SERVICES COMMISSION	Local Government:
Address:	Mail Code 2058 P.O. Box 149347	Address:
City and Zip:	Austin, 78714-9347	City and Zip:
Agency Number:	35295295295	Agency Number:

Any notices required under this Contract shall be deemed delivered when received either via United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address listed in Article I. Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Contractor may change its address by written notice to the other Party as herein provided.

II. CONTRACT PERIOD AND RENEWAL

- (a) The Contract is effective on September 1, 2019, and terminates on August 31, 2021 unless terminated sooner in accordance with **ATTACHMENT B**, Article VI Contract Management and Early Termination.
- (b) The Parties may renew this Contract subject to mutually agreeable terms and conditions. If renewed, all renewals shall be from September 1st and end on August 31st, always coinciding with the State’s fiscal year.

III. AMENDMENT

System Agency’s designee, referred to as the Assigned Contract Manager, is authorized to provide written approval of mutually agreed upon minor administrative changes to the Contract that do not increase the Contract value or term. The Parties to this Contract may only modify Contract value or term through the execution of a written amendment signed by the Parties.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **ATTACHMENT A**, which includes the following individual Statements of Work:

Statement of Work Number	Program ID	System Agency Share	Contractor Share	Total Statement of Work Value
A01	MH/PCN			
A02	MH/CMHH			
A03	MH/COS			
A04	MH/MHD			
A05	MH/OCR			
A06	MH/PESC			
A07	MH/PPB			
A08	MH/RTCI			
A09	MH/RTPCM			
A10	MH/SHR			
A11	MH/VET			
A12	MH/IRS			
A13	MH/YESPC			
A14	MH/PASRR			
A15	MH/RPA			
A16	RBI			
A17	MH/PSR			
A18	MH/CR			
A19	MH/MCOT			
A20	MH/HFSEP			
A21	MH/JDSES			
A22	MH/VCP			
A23	MH/NJBCR			
TOTAL				

NOTE: A System Agency Share value of \$0 in the table above signifies that either no funding is associated with the terms outlined in the Statement of Work, or that the Statement of Work is not currently applicable to this Contract.

V. CONTRACT AND FEDERAL FUNDING AMOUNTS

The total amount of the System Agency's share of this Contract, including all Statements of Work issued under it, shall not exceed . Contractor's share of this Contract, including all Statements of Work issued under it, is . The total value of this Contract, including all Statements of Work issued under it, shall not exceed . Specific information related to budget amounts, and each Party's share of the individual Statements of Work included in this Contract are identified in SECTION II. Included in the System Agency's share outlined above are the Catalog of Federal Domestic Assistance (CFDA) numbers and associated funding amounts included below.

- (a) Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mental Health Block Grant - CFDA 93.958 =
- (b) Department of Health and Human Services, Administration for Children and Families, TANF Transfer to Title XX Block Grant - CFDA 93.558.667 =

- (c) Department of Health and Human Services, Administration for Children and Families, Title XX, Social Services Block Grant - CFDA 93.667 =
- (d) Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant - CFDA 93.788 =
- (e) Contractor's Dun & Bradstreet (D-U-N-S®) Number:

VI. PAYMENT FOR SERVICES

Payment for Work will be made as described in the individual Statements of Work.

VII. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency:	HEALTH AND HUMAN SERVICES COMMISSION	Local Government:
Address:	4900 N. Lamar Blvd. P.O. Box 13247	Address:
City and Zip:	Austin, TX 78751-2316	City and Zip:
Attention:	General Counsel	Attention:

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VIII. CERTIFICATIONS

The undersigned contracting parties certify that:

- (a) The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (b) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
- (c) The proposed arrangements serve the interest of efficient and economical administration of state government; and
- (d) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO.

Agency Name: **HEALTH AND HUMAN
SERVICES COMMISSION**

Signature: _____

Date: _____

THE FOLLOWING CONTRACT ATTACHMENTS ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A01: PERFORMANCE CONTRACT NOTEBOOK
ATTACHMENT A02: COMMUNITY MENTAL HEALTH HOSPITAL
ATTACHMENT A03: CONSUMER OPERATED SERVICES
ATTACHMENT A04: MENTAL HEALTH DEPUTY
ATTACHMENT A05: OUTPATIENT COMPETENCY RESTORATION SERVICES
ATTACHMENT A06: PSYCHIATRIC EMERGENCY SERVICE CENTER
ATTACHMENT A07: PRIVATE PSYCHIATRIC BEDS
ATTACHMENT A08: RESIDENTIAL TREATMENT CENTER INTEGRATION
ATTACHMENT A09: RESIDENTIAL/TRANSITION PROGRAM CONTRACT MANAGEMENT
ATTACHMENT A10: SUPPORTIVE HOUSING PROJECT
ATTACHMENT A11: VETERANS SERVICE PROGRAM
ATTACHMENT A12: INFORMATION RESOURCE SYSTEMS
ATTACHMENT A13: YOUTH EMPOWERMENT SERVICES
ATTACHMENT A14: PRE-ADMISSION, SCREENING, AND RESIDENT REVIEW
ATTACHMENT A15: REAL PROPERTY ACQUISITION
ATTACHMENT A16: RURAL BORDER INITIATIVE
ATTACHMENT A17: PEER SUPPORT RE-ENTRY PILOT
ATTACHMENT A18: COMPETENCY RESTORATION
ATTACHMENT A19: BEHAVIORAL HEALTH MOBILE CRISIS OUTREACH TEAM
ATTACHMENT A20: HIGH FIDELITY SUPPORTED EMPLOYMENT PILOT PROGRAM
ATTACHMENT A21: JOB DEVELOPMENT - SUPPORTED EMPLOYMENT SERVICES
ATTACHMENT A22: VETERAN COUNSELOR PROGRAM
ATTACHMENT A23: NON-HHSC FUNDED JAIL-BASED COMPETENCY RESTORATION PROGRAM
ATTACHMENT B: UNIFORM TERMS AND CONDITIONS
ATTACHMENT C: LOCAL MENTAL HEALTH AUTHORITY SPECIAL CONDITIONS
ATTACHMENT D: DATA USE AGREEMENT
ATTACHMENT E: ASSURANCES AND CERTIFICATIONS
ATTACHMENT F: FFATA FORM
ATTACHMENT G: LOBBYING FORM

ATTACHMENTS FOLLOW