

**SIGNATURE DOCUMENT FOR  
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT  
CONTRACT NO.  
UNDER THE  
LOCAL MENTAL HEALTH AUTHORITY PERFORMANCE AGREEMENT GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the Health and Human Services Commission (“HHSC” or “System Agency”), a pass-through entity, and (“Grantee” or “Contractor”), having its principal office at , , (each a “Party” and collectively the “Parties”).

**I. PURPOSE**

The purpose of this Grant Agreement is to provide publicly-funded mental health services in the following Texas counties: .

**II. LEGAL AUTHORITY**

This Grant Agreement is entered into pursuant to the provisions of Chapter 791(the “Interlocal Cooperation Act”) of the Texas Government Code and chapters 533 and 534 of the Texas Health and Safety Code.

**III. DURATION**

This Grant Agreement is effective on September 1, 2023, and expires on August 31, 2025, unless sooner terminated or renewed or extended. HHSC, at its sole discretion, may extend this Grant Agreement up to three additional years for a maximum term of five years.

**IV. STATEMENT OF WORK**

The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as Attachment A, Statements of Work.

**V. BUDGET AND INDIRECT COST RATE**

**A. Budget**

1. The total amount of this Grant Agreement is not to exceed . This includes HHSC’s share of and Grantee’s required match amount of .
2. The total not-to-exceed amount includes the following:
  - a. Total Federal Funds:
  - b. Total State Funds:
3. Grantee agrees to provide those services stated in the Statements of Work listed in the table below, in accordance with all contractual requirements.

Statement of Work Number	Program ID	HHSC Share (\$)	Grantee Share (\$)	Total Statement of Work Value (\$)

A01	MH/PCN			
A02	MH/CMHH		\$0	
A03	MH/COS		\$0	
A04	MH/MHD		\$0	
A05	MH/OCR		\$0	
A06	MH/CRISIS			
A07	MH/PPB		\$0	
A08	MH/RTCI		\$0	
A09	MH/RTPCM		\$0	
A10	MH/SHR		\$0	
A11	MH/VET		\$0	
A12	MH/IRS	\$0	\$0	\$0
A13	MH/YESPC	\$0	\$0	\$0
A14	MH/PASRR	\$0	\$0	\$0
A15	MH/RPA	\$0	\$0	\$0
A16	RBI	\$0	\$0	\$0
A17	MH/PSR		\$0	
A18	MH/CR		\$0	
A19	MH/MCOT		\$0	
A20	MH/HFSEP		\$0	
A21	MH/JDSES		\$0	
A22	MH/VCP		\$0	
A23	MH/NJBCR	\$0	\$0	\$0
A24	MH/ESC		\$0	
A25	MH/PDMCC		\$0	
<b>TOTAL</b>				

**NOTE:** A HHSC Share value of \$0 in the table above signifies either that: (1) no funding is associated with that particular Statement of Work; or (2) that Statement of Work is not currently applicable to this Grant Agreement.

**B. Indirect Cost Rate**

1. Grantee’s acknowledged or approved indirect cost rate (ICR) is contained within Report III-IV, which is incorporated by reference and made part of this Grant Agreement for all purposes and posted at <https://www.hhs.texas.gov/providers/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
2. Grantee’s ICR Letter is included as Attachment I and incorporated in and made part of this Grant Agreement for all purposes.
3. If HHSC approves or acknowledges an updated indirect cost rate, HHSC will revise Report III-IV to incorporate the new rate.

**VI. REPORTING REQUIREMENTS**

Grantee shall submit reports according to Information Item S (Submission Calendar), which is incorporated by reference and made part of this Grant Agreement for all purposes and posted at:

<https://www.hhs.texas.gov/providers/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.

**VII. CONTRACT REPRESENTATIVES**

The following persons will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

**HHSC**

Health and Human Services Commission  
4601 W. Guadalupe St., Mail Code 2058  
Austin, Texas 78751

**Grantee**

, Texas

Agency No.: 35295295295

Agency No.:

**VIII. NOTICE REQUIREMENTS**

**A.** All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the above-referenced HHSC Contract Representative.

**B.** Grantee shall send legal notices to HHSC at the address below and provide a copy to the above-referenced HHSC Contract Representative:

Health and Human Services Commission  
Attention: Office of Chief Counsel  
4601 W. Guadalupe, Mail Code 1100  
Austin, Texas 78751

**C.** Notices given by HHSC to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, signature required.

**D.** Notices given by Grantee to HHSC shall be deemed delivered when received by HHSC.

**E.** Either Party may change its Contract Representative or legal notice contact by providing written notice to the other Party.

## IX. FEDERAL AWARD INFORMATION

### Grantee's Unique Entity Identifier is:

Federal funding under this Grant Agreement is a subaward under the following federal award(s).

#### A. Federal Award Identification Number: B09SM087345

1. Assistance Listings Title, Number, and Dollar Amount:  
Mental Health Block Grant – 93.958 –
2. Federal Award Date: February 23, 2023
3. Federal Award Period: October 1, 2022 through September 30, 2024
4. Name of Federal Awarding Agency: U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration
5. Federal Award Project Description: To provide community mental health services
6. Awarding Official Contact Information:
  - a. Wendy Pang  
Telephone No.: (240) 276-1419  
E-mail: [wendy.pang@samhsa.hhs.gov](mailto:wendy.pang@samhsa.hhs.gov)
  - b. Melissa Blackwell  
Telephone No.: (240) 276-1966  
E-mail: [melissa.blackwell@samhsa.hhs.gov](mailto:melissa.blackwell@samhsa.hhs.gov)
7. Total Amount of Federal Funds Awarded to HHSC: \$65,049,659
8. Amount of Funds Awarded to Grantee:
9. Identification of Whether the Award is for Research and Development: No

#### B. Federal Award Identification Number: 2301TXTANF

1. Assistance Listings Title, Number, and Dollar Amount:  
TANF Transfer to Title XX Block Grant – 93.558.667 –
2. Federal Award Date: October 19, 2022
3. Federal Award Period: October 1, 2022 through September 30, 2023
4. Name of Federal Awarding Agency: U.S. Department of Health and Human Services, Administration for Children and Families
5. Federal Award Project Description: To help low-income families with children achieve economic self-sufficiency
6. Awarding Official Contact Information:
  - a. Anjal Coleman  
Telephone No.: (214) 767-1875  
E-mail: [anjal.coleman@acf.hhs.gov](mailto:anjal.coleman@acf.hhs.gov)

- b. Julie Siegel  
Telephone No.: (202) 320-6882  
E-mail: [julie.siegel@acf.hhs.gov](mailto:julie.siegel@acf.hhs.gov)

- 7. Total Amount of Federal Funds Awarded to HHSC: \$124,702,672
- 8. Amount of Funds Awarded to Grantee:
- 9. Identification of Whether the Award is for Research and Development: No

**C. Federal Award Identification Number: 2301TXSOSR**

- 1. Assistance Listings Title, Number, and Dollar Amount:  
Title XX, Social Services Block Grant – 93.667 –
- 2. Federal Award Date: February 1, 2023
- 3. Federal Award Period: October 1, 2022 through September 30, 2024
- 4. Name of Federal Awarding Agency: U.S. Department of Health and Human Services, Administration for Children and Families
- 5. Federal Award Project Description: To provide essential social services that help achieve a myriad of goals to reduce dependency and promote self-sufficiency; protect children and adults from neglect, abuse, and exploitation; and help individuals who are unable to take care of themselves to stay in their homes or to find the best institutional arrangements
- 6. Awarding Official Contact Information
  - a. Angel Chen  
Telephone No.: (646) 905-8120  
E-mail: [angel.chen@acf.hhs.gov](mailto:angel.chen@acf.hhs.gov)
  - b. Maxine Maloney  
Telephone No.: (202) 401-7231  
E-mail: [maxine.maloney@acf.hhs.gov](mailto:maxine.maloney@acf.hhs.gov)
- 7. Total Amount of Federal Funds Awarded to HHSC: \$41,897,145
- 8. Amount of Funds Awarded to Grantee:
- 9. Identification of Whether the Award is for Research and Development: No

**X. CONTRACTUAL DOCUMENTS**

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all HHSC documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contractual documents.

**ATTACHMENT A01 .....Performance Contract Notebook (MH/PCN), 39**

**ATTACHMENT A02 .....Community Mental Health Hospital (MH/CMHH), 5**

**ATTACHMENT A03 .....Consumer Operated Services (MH/COS), 7**

**ATTACHMENT A04 .....Mental Health Deputy (MH/MHD), 3**

**ATTACHMENT A05 .....Outpatient Competency Restoration (MH/OCR), 14**

**ATTACHMENT A06 .....Community-Based Crisis Programs (MH/CRISIS), 30**

**ATTACHMENT A07 .....Private Psychiatric Beds (MH/PPB), 37**

**ATTACHMENT A08 .....Residential Treatment Center Integration (MH/RTCI), 39**

**ATTACHMENT A09 .....Residential/Transition Program Contract Management (MH/RTPCM), 1**

**ATTACHMENT A10 .....Supportive Housing Rental Assistance Project (MH/SHR), 36**

**ATTACHMENT A11 .....Veterans Service Program (MH/VET), 37**

**ATTACHMENT A12 .....Information Resource Systems (MH/IRS), 39**

**ATTACHMENT A13 .....Youth Empowerment Services (MH/YESPC), 0**

**ATTACHMENT A14 .....Pre-Admission, Screening, and Resident Review (MH/PASRR), 39**

**ATTACHMENT A15 .....Real Property Acquisition (MH/RPA), 1**

**ATTACHMENT A16 .....Rural Border Intervention Program (MH/RBI), 8**

**ATTACHMENT A17 .....Peer Support Re-Entry Pilot (MH/PSR), 3**

**ATTACHMENT A18 .....Competency Restoration (MH/CR), 0**

**ATTACHMENT A19 .....Behavioral Health Mobile Crisis Outreach Team (MH/MCOT), 0**

**ATTACHMENT A20 .....High-Fidelity Supported Employment Pilot Program (MH/HFSEP), 1**

**ATTACHMENT A21 .....Job Development - Supported Employment Services (MH/JDSES), 5**

**ATTACHMENT A22 .....Veteran Counselor Program (MH/VCP), 6**

**ATTACHMENT A23 .....Non-HHSC Funded Jail-Based Competency Restoration Program (MH/NJBCR), 39**

**ATTACHMENT A24 .....Education Service Center Based Non-Physician Mental Health Professional (MH/ESC), 20**

**ATTACHMENT A25 .....Post-Discharge Medications for Civil Commitments (MH/PDMCC), 36**

**ATTACHMENT B .....Health and Human Services Commission (HHS) Contract Affirmations (Version 2.2)**

**ATTACHMENT C .....HHS Uniform Terms and Conditions (Grant, Version 3.2)**

**ATTACHMENT D .....Local Mental Health Authority (LMHA) Special Conditions (Version 1)**

**ATTACHMENT E .....Assurances (Non-construction Programs)**

**ATTACHMENT F .....Certification Regarding Lobbying**

**ATTACHMENT G .....Federal Funding Accountability and Transparency Act (FFATA) Certification Form**

**ATTACHMENT H .....HHS Data Use Agreement (Community Center (LMHA, LA, LIDDA), Version 8.5 January 25, 2023)**

**ATTACHMENT H1 .....Texas HHS System Data Use Agreement: Attachment 2, Security and Privacy Inquiry (SPI)**

**ATTACHMENT I.....Indirect Cost Rate Letter**

**XI. MODIFICATIONS TO HHS AFFIRMATIONS AND HHS UNIFORM TERMS AND CONDITIONS**

**A.** Attachment B, HHS Contract Affirmations (Version 2.2), is hereby modified by deleting Section 55 (relating to Federal Occupational Safety and Health Law) in its entirety and replacing it with the following:

**55. Federal Occupational Safety and Health Law**

To the extent applicable by state and federal law, Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**B.** Article X. Indemnity in Attachment E, HHS Uniform Terms and Conditions (Grant, Version 3.2), is hereby revised to add the following sentence at the beginning of the Article:

**“This Article X is only applicable to the extent permitted by Texas law and the Texas Constitution.”** The remainder of Article X remains unchanged.

**XII. SIGNATURE AUTHORITY**

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**  
**HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT**  
**CONTRACT NO.**

**HEALTH AND HUMAN SERVICES COMMISSION**

By:

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature