

INTERLOCAL COOPERATION CONTRACT
HEALTH AND HUMAN SERVICES
CONTRACT NO. «CURRENT_CONTRACT_NUMBER»

The Health and Human Services Commission (HHSC) and «Grantee_Name» (Grantee) each a “Party” and collectively “Parties” to this Local Mental Health Authority Performance Agreement (the “Contract”), pursuant to the provisions of Interlocal Cooperation Contracts, Texas Government Code Chapter 791 and Chapters 533 and 534 of the Texas Health and Safety Code.

I. PURPOSE

This Contract provides a framework (planning, policy development, resource development, coordination and allocation) to support the delivery of publicly funded mental health services across Texas.

II. PARTIES

Grantee

«Grantee_Name»
«Address_1»
«City», Texas «Zip_Code»
Agency Number: «Vendor_ID»

HHSC

Health and Human Services Commission
P.O. Box 13247, Mail Code 2058
Austin, Texas 78711
Agency Number: 35295295295

Notice Requirements:

Notice given by Grantee will be deemed effective when received by HHSC. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to HHSC must:

- A. Include the Contract number;
- B. Be sent to the person(s) identified in the Contract; and
- C. Comply with all terms and conditions of this Contract.

III. CONTRACT PERIOD AND RENEWAL

- A. The Contract is effective on September 1, 2021, and terminates on August 31, 2023 unless terminated sooner in accordance with Attachment B, Article VIII Contract Remedies 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.

IV. AMENDMENT

HHSC’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’s value or term through the execution of a written amendment signed by the Parties.

V. CONTRACT REPRESENTATIVES

The following designee(s) will act as the Assigned Contract Manager, authorized to act on behalf of their respective Party:

Grantee

Contact: «Authorized_Rep_Name»
 «Grantee_Name»
 «Address_1»
 «City», Texas «Zip_Code»
 «Authorized_Rep_Email»

HHSC

Contact: «CM»
 Health and Human Services Commission
 P.O. Box 13247, Mail Code 2058
 Austin, Texas 78711
 «CM_Email»

Either party may change its Assigned Contract Manager by providing written notice to the other Party.

VI. STATEMENT OF SERVICES TO BE PROVIDED

Grantee agrees to provide those services stated in the following Statements of Work, in accordance with all Contract requirements.

Statement of Work Number	Program ID	HHSC Share	Grantee Share	Total Statement of Work Value
A01	MH/PCN	\$0	\$0	\$0
A02	MH/CMHH	\$0	\$0	\$0
A03	MH/COS	\$0	\$0	\$0
A04	MH/MHD	\$0	\$0	\$0
A05	MH/OCR	\$0	\$0	\$0
A06	MH/CRISIS	\$0	\$0	\$0
A07	MH/PPB	\$0	\$0	\$0
A08	MH/RTCI	\$0	\$0	\$0
A09	MH/RTPCM	\$0	\$0	\$0
A10	MH/SHR	\$0	\$0	\$0
A11	MH/VET	\$0	\$0	\$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	\$0	\$0
A18	MH/CR	\$0	\$0	\$0
A19	MH/MCOT	\$0	\$0	\$0
A20	MH/HFSEP	\$0	\$0	\$0
A21	MH/JDSES	\$0	\$0	\$0
A22	MH/VCP	\$0	\$0	\$0
A23	MH/NJBCR	\$0	\$0	\$0
A24	MH/ESC	\$0	\$0	\$0

A25	MH/PDMCC	\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

NOTE: A HHSC 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.

VII. CONTRACT AND FEDERAL FUNDING AMOUNTS

- A. The total amount of the HHSC’s share of this Contract shall not exceed «TOTAL_ALLOCATION». Grantee’s share of this Contract, including all Statements of Work issued under it, is «TOTAL_MATCH». The total value of this Contract, including all Statements of Work issued under it, shall not exceed «TOTAL_CONTRACT_VALUE». Specific information related to budget amounts, and each Party’s share of the individual Statements of Work included in this Contract, are identified in Article VI.
- B. Included in the HHSC’s share (outlined above) are the Catalog of Federal Domestic Assistance (CFDA) numbers and associated funding amounts included below.
1. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mental Health Block Grant - CFDA 93.958 = «MHBG»
 2. Department of Health and Human Services, Administration for Children and Families, TANF Transfer to Title XX Block Grant - CFDA 93.558.667 = «TANF»
 3. Department of Health and Human Services, Administration for Children and Families, Title XX, Social Services Block Grant - CFDA 93.667 = «TITLE_XX»
 4. Grantee’s Dun & Bradstreet (D-U-N-S®) Number: «DUNS_Number»
- C. The federal grant funds identified above may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. *See, e.g.*, 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c), Schedule I (c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration and under a Food and Drug Administration-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

VIII. PAYMENT FOR SERVICES

Payment for work performed will be made as described in Attachment A01, Performance Contract Notebook (MH/PCN), Version 1.

IX. 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:

HHSC:

Health and Human Services Commission
4601 W. Guadalupe St.
Austin, Texas 78751-3146
Attention: Office of Chief Counsel

Grantee:

«Grantee_Name»
«Address_1»
«City», Texas «Zip_Code»
Attention: «Authorized_Rep_Name»

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.

X. 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
HHSC CONTRACT NO. «CURRENT_CONTRACT_NUMBER»

Agency Name: **HEALTH AND HUMAN SERVICES COMMISSION** «GRANTEE_NAME»

Signature:

Name, Title: _____
«HHS_Signature_Authority», «Authorized_Rep_Name»,
«HHS_Signature_Authority_Title» «Authorized_Rep_Title»

Date of
Signature: _____

THE FOLLOWING CONTRACT ATTACHMENTS ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A01: PERFORMANCE CONTRACT NOTEBOOK, «A01_VERSION»**
- ATTACHMENT A02: COMMUNITY MENTAL HEALTH HOSPITAL, «A02_VERSION»**
- ATTACHMENT A03: CONSUMER OPERATED SERVICES, «A03_VERSION»**
- ATTACHMENT A04: MENTAL HEALTH DEPUTY, «A04_VERSION»**
- ATTACHMENT A05: OUTPATIENT COMPETENCY RESTORATION SERVICES, «A05_VERSION»**
- ATTACHMENT A06: COMMUNITY-BASED CRISIS PROGRAM, «A06_VERSION»**
- ATTACHMENT A07: PRIVATE PSYCHIATRIC BEDS, «A07_VERSION»**
- ATTACHMENT A08: RESIDENTIAL TREATMENT CENTER INTEGRATION, «A08_VERSION»**
- ATTACHMENT A09: RESIDENTIAL/TRANSITION PROGRAM CONTRACT MANAGEMENT, «A09_VERSION»**
- ATTACHMENT A10: SUPPORTIVE HOUSING PROJECT, «A10_VERSION»**
- ATTACHMENT A11: VETERANS SERVICE PROGRAM, «A11_VERSION»**
- ATTACHMENT A12: INFORMATION RESOURCE SYSTEMS, «A12_VERSION»**
- ATTACHMENT A13: YOUTH EMPOWERMENT SERVICES, «A13_VERSION»**
- ATTACHMENT A14: PRE-ADMISSION, SCREENING, AND RESIDENT REVIEW, «A14_VERSION»**
- ATTACHMENT A15: REAL PROPERTY ACQUISITION, «A15_VERSION»**
- ATTACHMENT A16: RURAL BORDER INITIATIVE, «A16_VERSION»**
- ATTACHMENT A17: PEER SUPPORT RE-ENTRY PILOT, «A17_VERSION»**
- ATTACHMENT A18: COMPETENCY RESTORATION, «A18_VERSION»**
- ATTACHMENT A19: BEHAVIORAL HEALTH MOBILE CRISIS OUTREACH TEAM, «A19_VERSION»**
- ATTACHMENT A20: HIGH FIDELITY SUPPORTED EMPLOYMENT PILOT PROGRAM, «A20_VERSION»**
- ATTACHMENT A21: JOB DEVELOPMENT - SUPPORTED EMPLOYMENT SERVICES, «A21_VERSION»**
- ATTACHMENT A22: VETERAN COUNSELOR PROGRAM, «A22_VERSION»**
- ATTACHMENT A23: NON-HHSC FUNDED JAIL-BASED COMPETENCY RESTORATION PROGRAM, «A23_VERSION»**

ATTACHMENT A24: EDUCATION SERVICE CENTER BASED NON-PHYSICIAN MENTAL HEALTH PROFESSIONAL, «A24_VERSION»
ATTACHMENT A25: POST-DISCHARGE MEDICATIONS FOR CIVIL COMMITMENTS, «A25_VERSION»
ATTACHMENT B: HHSC UNIFORM TERMS AND CONDITIONS, GOVERNMENTAL ENTITY, VERSION 3.2
ATTACHMENT C: LOCAL MENTAL HEALTH AUTHORITY SPECIAL CONDITIONS, VERSION 1
ATTACHMENT D: DATA USE AGREEMENT, VERSION 8.5, COMMUNITY CENTERS
ATTACHMENT D-1 DATA USE AGREEMENT, SECURITY AND PRIVACY INQUIRY FORM, VERSION 2.1
ATTACHMENT E: FEDERAL ASSURANCES, NON-CONSTRUCTION PROGRAMS
ATTACHMENT F: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM
ATTACHMENT G: LOBBYING CERTIFICATION FORM

ATTACHMENTS FOLLOW