

**INTERLOCAL COOPERATION CONTRACT
SYSTEM AGENCY CONTRACT No. 537-17-0127-**

THE DEPARTMENT OF STATE HEALTH SERVICES, referred to herein as “DSHS” or “System Agency,” and referred to herein as “Contractor,” “Local Government” or “Local Mental Health Authority,” enter into the following Local Mental Health Authority (LMHA) Performance Agreement (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. Furthermore, DSHS and Contractor are each referred to herein as a “Party” and collectively as the “Parties.”

All references to DSHS will include the Texas Health and Human Services Commission or any successor agency to DSHS.

I. PARTIES

Performing Agency:	System Agency:	DEPARTMENT OF STATE HEALTH SERVICES
Address:	Address:	Mail Code 2058 P.O. Box 149347
City and Zip:	City and Zip:	Austin, 78714-9347
Contact Person:	Contact Person:	Assigned Contract Manager
Telephone:	Telephone:	512-206-5810
FAX number:	FAX number:	512-206-5307
e-Mail Address:	e-Mail Address:	performance.contracts@dshs.state.tx.us
Agency Number:	Agency Number:	537

Any notices required under this Contract shall be deemed delivered when submitted in accordance with the instruction outlined in each individual Statement of Work, 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 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. The Performing Agency may change its address by written notice to the other Party as herein provided.

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II. 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	Performing Agency 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			
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.

III. CONTRACT PERIOD AND RENEWAL

- (a) The Contract is effective on September 1, 2016, and terminates on August 31, 2017 unless terminated sooner in accordance with **ATTACHMENT B**, Article VI Contract Management and Early Termination.
- (b) The Parties may extend this Contract subject to mutually agreeable terms and conditions. If renewed, all renewals shall be from September 1 and end on August 31, always coinciding with the State's fiscal year.

IV. AMENDMENT

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

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 \$. The Performing Agency'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 following Catalog of Federal Domestic Assistance (CFDA) numbers and associated funding amounts:

- (a) Mental Health Block Grant - CFDA 93.958 =
- (b) TANF Transfer to Title XX Block Grant - CFDA 93.558.667 =
- (c) Title XX, Social Services Block Grant - CFDA 93.667 =

VI. PAYMENT FOR SERVICES

Payment for Work will be made as described in the individual Statements of Work included in **ATTACHMENT A**.

VII. 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. 537-17-0127-

DEPARTMENT OF STATE HEALTH SERVICES LOCAL GOVERNMENT

Signature

Charles Smith

Printed Name

Health and Human Services

Executive Commissioner

Title

Signature

Printed Name

Title

Date

Date

ATTACHMENTS TO THIS CONTRACT:

- 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 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**