### HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000181200001 AMENDMENT NO. 4

The Health and Human Services Commission ("HHSC" or "System Agency") and Sabine Valley Regional MHMR Center dba Community Healthcore ("Grantee"), each a "Party" and collectively the "Parties," to that certain Mental Health First Aid ("MHFA") Grant contract effective September 1, 2018 and denominated HHSC Contract No. HHS000181200001 (the "Contract"), as amended, now desire to further amend the Contract.

Whereas, HHSC wants to revise the Statement of Work and Invoice Template; and

**Whereas**, HHSC wants to incorporate two new attachments related to vehicle acquisition and property inventory reporting;

**Now**, **Therefore**, the Parties hereby amend and modify the Contract as follows:

- 1. The following column headers in the **Section IV** of the Contract, **Budget**, are hereby revised and renamed as follows:
  - a. "Training Funds" is renamed "State Training Funds;" and
  - b. "MHFA Outreach Worker Funds" is renamed "Federal MHFA Outreach Worker Funds."
- 2. Attachment A Revised Statement of Work is hereby amended and restated in its entirety with Attachment A-1 Statement of Work, which includes, but is not limited to revisions of the following:
  - a. Requirement to implement a MHFA five-step plan supporting individuals experiencing a mental health crisis;
  - b. Requirements regarding the acquisition, use, and disposition reporting on a vehicle(s) for the MHFA program;
  - c. Adding allowed MHFA curricula; and
  - d. Reporting requirements related to community members and teens trained using MHFA curricula.
- 3. Attachment B-1 Invoice, is amended and restated in its entirety with Attachment B-2 Invoice, which adds reporting elements for the number of teens trained.
- 4. The Contract is hereby supplemented to add Attachment K Justification for Vehicle Acquisition.
- 5. The Contract is hereby supplemented to add **Attachment L Property Inventory Report**.
- 6. This Amendment is effective as of the date last signed below.
- 7. Except as amended and modified by this Amendment, all terms and conditions of the Contract, shall remain in full force and effect.
- 8. Any further revisions to the Contract shall be by written agreement of the Parties.

### SIGNATURE PAGE FOLLOWS

### SIGNATURE PAGE FOR AMENDMENT NO. 4 HHSC CONTRACT NO. HHS000181200001

DocuSigned by:	DocuSigned by:
By: Docusigned by:  Trina Ita  97DC84070502414	By: Inman White
By:	By:
Name: Trina Ita	Name:Inman White
Title: Associate Commissioner	Title: Executive Director
Date of Execution: November 10, 2020	Date of Execution: November 10, 2020

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A-1 - STATEMENT OF WORK

ATTACHMENT B-2 - INVOICE

ATTACHMENT K - JUSTIFICATION FOR VEHICLE ACQUISITION

ATTACHMENT L - PROPERTY INVENTORY REPORT

### ATTACHMENT A-1 STATEMENT OF WORK

### I. GRANTEE RESPONSIBILITIES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A-1 and compliance with the Contract's terms and conditions.

### A. Mental Health First Aid (MHFA) Training

- 1. In accordance with Texas Health and Safety Code (THSC) Section 1001.202, Grantee shall train and certify employee(s) and/or contracted provider(s) as trainers using the MHFA protocol established by MHFA Australia.
- 2. In accordance with THSC Section 1001.203, Grantee shall provide Adult MHFA or Youth MHFA training to public school district employees, public school resource officers, university employees, and any other HHSC-authorized course participants by MHFA certified instructors as a preventative measure to assist in early identification of children and adults at risk of social-emotional disorders. The phrase university employees includes entities covered under the definition of "institution of higher education" in Education Code Section 61.003.
- 3. Grantee may contract with MHFA instructors certified by one of the MHFA-United States of America (USA) or MHFA-Australia authorities to provide training as listed in this Statement of Work.
- 4. Grantee shall submit to HHSC a list of upcoming MHFA training courses via Attachment E to include the date(s) of training, whether the training is for youth or adults, the name of the group being trained, the location where the training is to be held, and contact information regarding the training, by the 15<sup>th</sup> of each month of the fiscal year. Grantee will receive a confirmation of receipt of the list, which shall serve as a prior-authorization of training. Email confirmation will indicate which training courses have been approved, and if applicable, which have not been approved due to availability of funds.
- 5. Grantee shall appoint an individual to act as Grantee's MHFA Coordinator. Grantee shall inform HHSC within two weeks of making new MHFA Coordinator appointments via Attachment C to MHContracts@hhsc.state.tx.us and mentalhealthfirstaid@hhsc.state.tx.us. Grantee's MHFA Coordinator's contact information shall be made available to individuals inquiring about MHFA, or the availability of MHFA training.
- 6. Grantee shall include a link regarding availability of Grantee-sponsored MHFA training on Grantee's website.
- 7. Grantee shall contact local service area school districts to notify them of Grantee-sponsored MHFA training. These contacts shall be documented using the MHFA tracking spreadsheet located on HHSC's MHFA SharePoint site. HHSC will provide access to the MHFA SharePoint site.
- 8. At the end of each quarter, HHSC MHFA Coordinator will submit an email with a survey link and template email to all grantees. Grantees shall then send the survey link and template email out to all HHSC authorized course participants for that quarter. After the survey link is distributed by the Grantee to those participants, Grantee shall send confirmation to HHSC that the link was sent and the number of participants to whom the link was sent. This will determine a response rate for the survey.

- 9. Grantee shall submit an invoice to HHSC every month even if there were no reimbursable training courses provided that month. Zero dollar (\$0.00) invoices need only be submitted to the assigned contract manager and the general Mental Health First Aid email box. This invoice is required for tracking monthly training activities and expenditures.
- 10. Grantee shall submit supporting documentation for each month's invoice via HHSC's MHFA SharePoint site. HHSC will provide access to the MHFA SharePoint site.

### **B.** MHFA Outreach Worker

The goal for the Mental Health First Aid Outreach Worker is to increase awareness of MHFA training, increase the number of MHFA training sessions available, and increase the number of overall trainings completed in the current fiscal year compared to the previous fiscal year. It is the responsibility of the Outreach Worker to ensure that all requirements listed under Grantee Responsibilities, Section A, are met in addition to responsibilities outlined below.

- 1. The MHFA Outreach Worker shall develop a coordinated regional plan for delivering and funding Youth MHFA training for school districts. This will entail working with Education Service Centers (ESCs) in the local service area to ensure that all training data is collected and aggregated and reported to HHSC.
- 2. The MHFA Outreach Worker shall create a partnership with its associated ESCs wherein they are working together to increase the number of people trained in the Grantee's local service area.
- 3. The Local Mental Health Authority (LMHA)/Local Behavioral Health Authority (LBHA) shall employ or contract for one full-time equivalent who will serve as the MHFA Outreach Worker and whose functions shall be solely dedicated to work relating to MHFA.
- 4. The MHFA Outreach Worker shall acquire and maintain a certification in at least one MHFA curriculum (Adult or Youth), and shall ensure that all other trainers at the LMHA/LBHA maintain such certifications.
- 5. The MHFA Outreach Worker shall maintain a contact list of trainers at the LMHA/LBHA containing the MHFA courses in which they were trained and the dates they were certified to teach these courses.

### C. Notice of MHFA Classes

Grantee shall post MHFA classes to the National Council for Behavioral Health's website at least 30 days prior to the class date. When entering class information into the National Council's website, for classes that are for public school employees or employees of institutions of higher education, these must be marked as part of the "Texas School Initiative" under the category of funding source. This will help identify which classes are available at no cost to these employees.

### **D.** MHFA Instructor Certification

1. Grantee shall identify and submit to Health and Human Services Commission (HHSC) a list of employees and contracted providers currently certified by MHFA-USA or MHFA-Australia as an MHFA instructor. Grantee shall provide proof of certification (including, but not limited to, training curricula and copies of certificates of

- completion) of MHFA instructor training for each employee or contracted provider identified.
- 2. Grantee shall require all employee(s) and/or contracted provider(s) who will be trained under this grant to become a certified MHFA instructor through one of the MHFA certifying authorities listed below. Documentation of completion of the MHFA Instructor Training must include a training certificate from one of these authorities.
  - a. MHFA-USA; or
  - b. MHFA Australia.
- 3. Grantee shall train individuals:
  - a. In a broad-based manner across the region to maximize the number of children and adults having direct contact with individuals trained in MHFA;
  - b. In accordance with the greatest needs in the region as identified by Grantee; and
  - c. In a manner that complements existing resources and does not duplicate established MHFA training efforts.

### E. <u>Public School District Employee/Public School Resource Officers, and University Employee Training</u>

Grantee shall provide MHFA training to public school district employees, public school resource officers, and university employees within their service area. The training must:

- 1. Be conducted by an MHFA instructor certified by one of the MHFA-USA or MHFA-Australia authorities;
- 2. Provide instruction in the following MHFA five- step plan to render support to an individual experiencing a mental health crisis:
  - a. Assess risk of suicide or harm;
  - b. Listen nonjudgmentally;
  - c. Give reassurance and information:
  - d. Encourage appropriate professional help; and
  - e. Encourage self-help and other support strategies;
- 3. Introduce potential risk factors and warning signs for various mental illnesses (including depression, anxiety, trauma, psychosis, eating disorders, substance use disorders, and self-injury, etc.);
- 4. Introduce the prevalence of various mental health disorders in the United States and the need for reduced stigma in their communities;
- 5. Provide experiential activities to increase attendees' understanding of the impact of mental illness on individuals and families; and
- 6. Provide a presentation of the evidence-based professional, peer, social, and self-help resources available to help someone with a mental health issue.

### F. <u>Local Mental Health Authorities (LMHA)/Local Behavioral Health Authorities (LBHA) Collaboration</u>

- 1. Two or more LMHAs/LBHAs may collaborate and share resources to provide MHFA training to public school district employees, public school resource officers, and university employees. In collaborating, only one center is recognized as the "Grantee" and shall receive funding by HHSC and be responsible for all reporting to HHSC. HHSC approval is not required on contracts made between LMHAs/LBHAs for this purpose.
- 2. Grantee shall coordinate and provide trainings for MHFA instructors in all the service areas included in the collaborative group. For regional trainings, Grantee must clearly

represent collaboration between the LMHAs/LBHAs, and all participants within the service areas of the collaboration must have access to training.

### G. Community Stakeholder Collaboration

Grantee shall collaborate with community stakeholders such as National Alliance on Mental Illness (NAMI), Education Service Centers (ESCs), Prevention Resource Centers (PRCs), School Health Advisory Councils (SHACs) and Parent Teacher Associations (PTAs), to prevent duplication of prevention services.

### H. Annual Report

Grantee shall provide HHSC an annual report via Attachment G-1 that includes:

- 1. The number of Grantee employees and contractors who were certified as instructors of MHFA as specified in I.A. during the contract term;
- 2. The number of public school district employees, public school resource officers, and university employees who completed an MHFA training program offered by the Grantee as specified in I.A. and I.C. during the contract term;
- 3. The number of individuals who are not public school district employees, public school resource officers, and university employees who completed an MHFA training program offered by the Grantee during the contract term;
- 4. A list of the public school districts and universities trained within the service area;
- 5. A description of the steps the Grantee took to comply with its plan to maximize the number of children and adults in its respective area(s) who have direct contact with an individual who has successfully completed an MHFA training program provided by the Grantee;
- 6. A description of the steps the Grantee took to comply with its plan to identify and meet the greatest needs for MHFA in its respective service area(s) and a description of the success or challenges encountered in implementing the plan;
- 7. A description of the steps the Grantee took to comply with its plan to identify and complement existing resources and the success or challenges encountered in implementing the plan.

### I. Monthly Reporting

Grantee shall provide HHSC a monthly report via the HHSC-approved spreadsheet (specified in I.A.11) in SharePoint until otherwise directed to report using the Clinical Management for Behavioral Health Services (CMBHS) system that includes:

- 1. Number of trainers who left the MHFA program;
- 2. Number of active trainers; and
- 3. Number trained by:
  - a. LMHA/LBHA region;
  - b. University or school district; and
  - c. Category of personnel.

### J. MHFA Training Plan

As outlined in Health and Safety Code Section 1001, Subchapter H, the LMHA/LBHA shall submit a training plan no later than July 1 of each fiscal year. The plan shall include:

1. A description of the Grantee's plan to maximize the number of children and adults in its respective area(s) who have direct contact with an individual who has successfully completed an MHFA training program provided by the Grantee;

- 2. A description of the Grantee's plan to identify and meet the greatest needs for MHFA in its respective service area(s); and
- 3. A description of the Grantee's plan to identify and complement existing resources.

### K. Outreach Worker Vehicle Purchase or Lease

- 1. When a Grantee determines a vehicle purchase or lease is necessary for program implementation, Grantee must provide a justification which shows vehicle purchase or lease is more cost-effective than renting a vehicle or receiving mileage reimbursement for personal car use.
- 2. Grantee must use the form Attachment K, *Justification for Vehicle Acquisition*, and send the form to mentalhealthfirstaid@hhsc.state.tx.us and assigned HHSC contract manager, with a copy to mhcontracts@hhsc.state.tx.us.
- 3. HHSC MHFA Team will review *Justification for Vehicle Acquisition* in coordination with assigned HHSC contract manager and approve or deny request via email.
- 4. If request is approved, Grantee may proceed with vehicle purchase or lease.
  - a. Vehicle must be reasonably priced (i.e., purchase or lease must be proven cost-effective when compared with rental or mileage reimbursement).
  - b. Purchase or lease must be reasonable given the Grantee's budget (i.e., funds must remain available for Outreach Worker's salary, training supplies, and other essential program needs).
  - c. Purchase or lease must comply with Grantee's organizational policies.
  - 5. Vehicle shall only be used for MHFA Outreach Worker duties.
- 6. Grantee must comply with Code of Federal Regulations regarding equipment. (2 CFR § 200.313 and 200.310).
  - a. Grantee must submit the form Attachment L, *Property Inventory Report*, to mentalhealthfirstaid@hhsc.state.tx.usand assigned HHSC contract manager, with a copy to mhcontracts@hhsc.state.tx.us upon purchase of vehicle and annually thereafter by October 1 of each fiscal year.
  - b. Grantee shall not use the vehicle as collateral on a loan.
  - c. Grantee shall maintain insurance coverage on the vehicle.
  - d. Upon termination of this Contract, expiration of vehicle lease (if applicable), or when it is determined that the purchased or leased vehicle can no longer function for its originally intended use or is no longer needed, Grantee shall request disposition instructions via email to mentalhealthfirstaid@hhsc.state.tx.us and assigned HHSC contract manager, with a copy to mhcontracts@hhsc.state.tx.us and shall follow provided instructions.

### L. Additional MHFA Curriculums

- 1. Grantee may elect to train on other MHFA curriculums, in addition to Adult and Youth MHFA, as authorized by HHSC (e.g., Teen MHFA).
- 2. All other training conducted must adhere to requirements as outlined in this statement of work.

### II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A-1 and compliance with the Contract's terms and conditions.

- **A.** Grantee shall provide Attachment G-1 MHFA Annual Report, to HHSC no later than 30 days following each fiscal year.
- **B.** Grantee shall provide Attachment C MHFA Coordinator, no later than September 15 of each fiscal year, and within two weeks of any updates to the MHFA Coordinator contact information.
- **C.** Grantee shall provide monthly reporting on:
  - a. the number of employee and/or contracted provider trained and certified;
  - b. the number of public school district employees, public school resource officers, and university employees trained;
  - c. specific roles each trainee occupies within the school system or institute of higher learning;
  - d. names of school districts and universities that are represented; and
  - e. the number of community members and teens trained.
- **D.** Grantee shall submit Attachment H MHFA Outreach Worker, to HHSC no later than the 15<sup>th</sup> of each month prior to the training to be conducted. Prior authorization is needed as reimbursement is contingent on the continued availability of funding to support MHFA training.
- **E.** Grantee shall ensure that training is evaluated and training summaries are provided to HHSC, upon request, to share with the Texas Education Agency (TEA) to ensure fidelity and quality of MHFA trainings.
- **F.** Grantee shall create a new folder within the Grantee's already established folder within the MHFA SharePoint site called, "Trainers." Grantee will keep in this folder:
  - 1. A copy of the Outreach Worker's Adult and Youth MHFA trainer certificates as well as certificates for all other trainers within the LMHA/LBHA.
  - 2. An up to date list of all trainers' contact information, courses all trainers are trained in, the dates they were certified for those courses, and a list of trainings completed by all trainers per fiscal year.

### III.INVOICE AND PAYMENT

- **A.** HHSC will pay Grantee using the following methodology:
  - 1. Instructor Rate: The total number of employees/contracted providers certified as instructors at a rate of \$1,000.00 per employee/contracted provider;
  - 2. Educator Rate: The total number of public school district employees, public school resource officers, and university employees trained at a rate of \$100.00 per public school district employee, public school resource officer, or university employee; and
  - 3. MHFA Outreach Worker costs will be reimbursed on a monthly basis.
- **B.** Grantee shall request monthly payments using the State of Texas Purchase Voucher located in Attachment B-2, Invoice. At a minimum, the Voucher shall include:
  - 1. Vendor Identification Number entered into field 9 (payee identification number).
  - 2. Amount being invoiced entered into field 13 (document amount);
  - 3. Vendor name and address entered into field 14 (payee name/address);

- 4. Month of service range entered into field 19 (service/delivery date);
- 5. The total number of employees/contracted providers certified, the total number of public school district employees, public school resource officers, university employees, and non-educators/community members/teens trained entered into field 21 (quantity);
- 6. The calculated amount for employees/contracted providers certified and public school district employees, public school resource officers trained, and university employees as well as, the total invoice amount entered into field 23 (amount);
- 7. An attachment of supporting documentation, to include, sign-in sheets, and certificates for trainings (a pass/fail course record from the National Council for Behavioral Health may be submitted in lieu of certificates) during the month;
- 8. The contact name, phone number, and data entry contact as appropriate entered into fields 24-25 (contact name, phone number and entered by);
- 9. School districts and universities that received training during the service month, and the number and category of employees that received training in each school district/university must be documented on the sign-in sheet; and
- 10. A general ledger supporting MHFA Outreach Worker costs.
- C. Grantee shall electronically submit invoices greater than zero dollars (\$0.00) with supporting documentation to the Claims Processing Unit at HHSC\_AP@hhsc.state.tx.us, with a copy to MHContracts@hhsc.state.tx.us, the assigned System Agency Contract Manager, and System Agency Program Liaison mentalhealthfirstaid@hhsc.state.tx.us, no later than 15 days following the month of service.
- D. Funding amount may either be ratified or amended at the sole discretion of the System Agency, based on changes in appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruption of current funding for this Contract.

Fiscal Approved (Sign below)

### ATTACHMENT B-2 INVOICE STATE OF TEXAS PURCHASE VOUCHER Page 1 of 1 WP5.1 (9/93)

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Phone (Area Code and Number)

Date

### Attachment K Justification for Vehicle Acquisition

Purchase Vehicle	Est. Annual Cost for Purchase
Price:	
Est. annual fuel cost	
Est. annual full coverage insurance cost	
Est. annual maintenance cost	
Est. total annual cost for purchase	
Rental Vehicle	Est. Annual Cost for Rental
Est. annual rental cost	
Est. annual fuel cost	
Est. annual full coverage insurance cost	
Est. total annual cost for rental	
Lease Vehicle	Est. Annual Cost for Lease
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### ATTACHMENT L

# Property Inventory Report For the period ending August 31, (Insert Year)

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	Sales price of property					
	Date of Disposal					
	Condition of Property	Excelent     Good     Fair     Poor				
Ш	Location Current of item Status	☐ In use ☐ Not in use				
Prepared by: Phone number: Date completed:	HHSC Program					
	Acquired under Contract #					
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	% of federal funds					
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