

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2016-048312 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and COUNTY JUDGE OF HARRIS COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$4,185,024.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2015 and ends on 08/31/2017. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Section 12.051.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2016-048312-001 Harris County Jail Diversion
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HARRIS COUNTY
Address: ATTN TREASURER 1001 PRESTON ST STE 652
HOUSTON, TX 77002-1816
Vendor Identification Number: 17604545149159

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By: [Signature]
Signature of Authorized Official

12-13-15
Date

Chris Traylor

Executive Commissioner for Health and
Human Services Commission

4900 NORTH LAMAR BLVD
AUSTIN, TEXAS 78751

512.424.6502

Chris.Traylor@hhsc.state.tx.us

COUNTY JUDGE OF HARRIS COUNTY

By: [Signature]
Signature

NOV 10 2015
Date

COUNTY JUDGE ED EMMETT
Printed Name and Title

1001 Preston St, Ste 911
Address

Houston, TX 77002
City, State, Zip

713-755-4000
Telephone Number

judge-emmett@cjo.harris.tx.us
E-mail Address for Official Correspondence

CONTRACT NO. 2016-048312
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO. 0000416288

CONTRACTOR: COUNTY JUDGE OF HARRIS COUNTY

DSHS PROGRAM: Harris County Jail Diversion

TERM:09/01/2015

THRU: 08/31/2017

SECTION I: STATEMENT OF WORK

The Harris County Jail Diversion Pilot Program (The Program) shall provide community-based jail diversion services to individuals identified with a mental illness, and/or who have mental illness and a substance use disorder, and who have been arrested and incarcerated for the commission of a crime. Individuals served shall be residents of Harris County, Texas. The Program shall operate for a period of four years. The Program shall work with the Department of State Health Services (DSHS) to establish clear criteria for identifying a target population to be served by the program. The Program shall be designed to:

1. Reduce recidivism which is defined as the frequency of arrests and incarceration of persons with mental illness in Harris County;
2. Reduce the number of days spent in jail per year by Program participants; and
3. Taper reliance on crisis services and inpatient hospitals by program participants beginning in the period after full engagement in the Program and continuing after completion of the Program.

A. General Requirements:

1. Contractor shall meet all of the statutory requirements of Senate Bill 1185, 83rd Legislature, under Subtitle C, Title 7 of the Texas Health and Safety Code (THSC).
2. Contractor shall comply with all Uniform Grant Management Standards (UGMS) with respect to matching contributions.
3. Contractor shall comply with the DSHS General Provisions (Subrecipient).
4. Contractor shall maintain contractual relationships that integrate service elements with core providers, including: multilevel residential services, mental health services (including psychiatric treatment and medication management), substance abuse services, healthcare services, vocational/educational, peer/social support services, transportation services, housing support services, crisis management, service coordination/ case management, money management, life skills training, and other such services and supports as may be deemed appropriate/applicable during the term of the Program.
5. In the treatment of individuals admitted to the Program, Contractor shall implement the principles of the Critical Time Intervention (CTI) Model specified in <http://ctiplatform.nl/Pres-tools/CTImanual.pdf>.

6. Contractor shall ensure that any Contractor or subcontractor personnel that will have interactions with the target population, Contractor shall document that such personnel are acting within the scope of their practice, and have demonstrated the following minimum knowledge, technical, and interpersonal competencies prior to providing services.
7. Contractor shall ensure that criminal history background checks are conducted to ensure no Program staff, officer, agent, intern, resident, or volunteer has been convicted of or received a probated sentence or deferred adjudicated for any criminal offense that would constitute a bar to employment pursuant to THSC §250.006 as specified in Attachment A. DSHS will evaluate the applicability of the bars to employment specified in Attachment A to the hiring of peer support personnel.
8. Contractor shall ensure verification of licensure for all licensed positions, as applicable. All staff required to be licensed must be licensed by and in good standing with the State of Texas. Contractor shall require and document annual re-verification and self-reporting of license issues.
9. Contractor shall ensure that a registry clearance is performed by conducting a review for reports of misconduct, including abuse, neglect, and exploitation through:
 - a. The Employee Misconduct Registry maintained by the Department of Aging and Disability Services (DADS) in accordance to the Texas Administrative Code (TAC) Title 40, Chapter 93; and
 - b. The Nurse Aide Registry maintained by the DADS in accordance with the TAC Title 40, Chapter 94.
10. Contractor shall provide verification to DSHS of criminal background checks, licensure and registry clearance upon request.

B. Phase II – Implementation:

1. Contractor shall implement the jail diversion program as described in the attached Implementation Work Plan (Attachment B).

SECTION II. PERFORMANCE MEASURES

DSHS shall use the terms of this Contract, including without limitation, the following performance measures, to assess Contractor's effectiveness in providing the services described in the Statement of Work.

Contractor shall perform the following activities and provide documentation to DSHS in the manner and timeframes specified below.

- A. Contractor shall update and deliver to DSHS, on or before October 30, 2015, an Implementation Work Plan described in Section II of this Program Attachment, which shall include:
 1. A timeline with major milestones, including the submission of the final evaluation report on or before October 1, 2016, during the term of this Program Attachment.
 2. A detailed program description that outlines the services to be delivered and how the program will deliver treatment services.

- B. Contractor shall deliver to DSHS monthly narrative and statistical status reports describing Phase II implementation progress on or before the 20th day following the end of each month.
- C. Contractor shall deliver to DSHS, on or before October 1, 2016, the final evaluation report concerning the effect of The Program in reducing recidivism and the frequency of arrests and incarceration among persons with mental illness in Harris County.
- D. All reports, documentation, and other information required of Contractor shall be submitted electronically to the mhcontracts@dshs.state.tx.us email address, as well as to the assigned DSHS Contract Manager. If DSHS determines Contractor needs to submit deliverables by mail or fax, Contractor shall send the required information to one of the following addresses:

U.S. Postal Mail

Department of State Health Services
Mental Health Contracts Management Unit (Mail Code 2058)
P. O. Box 149347
Austin, TX 78714-9347

Overnight Mail

Department of State Health Services
Mental Health Contracts Management Unit (Mail Code 2058)
909 West 45th Street, Bldg. 552
Austin, TX 78751
Fax: (512) 206-5307

SECTION III: SOLICITATION DOCUMENT

Governmental Entity

SECTION IV: RENEWALS

This contract may not be renewed beyond Renewal Option One.

Original Term: 09/01/13 - 08/31/15
Renewal Option One: 09/01/15 – 08/31/17

SECTION V: PAYMENT METHOD

Cost reimbursement.

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI: BILLING INSTRUCTIONS

Contractor shall submit expenditures on a monthly basis. Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13), which can be downloaded at <http://www.dshs.state.tx.us/grants/forms.shtm>. When required by this Program Attachment, supporting documentation for reimbursement of the services/deliverables shall also be submitted.

At a minimum, invoices shall include:

1. Name, address, and telephone number of Contractor;
2. DSHS Contract or Purchase Order Number;
3. Identification of service(s) provided;
4. Dates services were delivered;
5. Total invoice amount;
6. A copy of the General Ledger for the period which supports the budget items requesting reimbursement; and
7. Any additional supporting documentation which is required by this Program Attachment or as requested by DSHS.

Contractor shall electronically submit all invoices with supporting documentation to the Claims Processing Unit at invoices@dshs.state.tx.us with a copy to mhcontracts@dshs.state.tx.us. Alternative submission arrangements must be approved by the assigned DSHS Contract Manager.

SECTION VII: FUNDING

DSHS will pay Contractor for charges determined in accordance with the terms and conditions of this Program Attachment.

Annually, the overall Program shall be funded 50 percent from DSHS General Revenue funds and 50 percent from the Contractor providing either matching funds or in-kind services from third parties that are equivalent in value to the DSHS General Revenue contribution in accordance with the Uniform Grant Management Standards (UGMS).

SOURCE OF FUNDS:

DUNS #: 072206378072206378

Total reimbursements for state fiscal year 2016 will not exceed 4,185,024.00

Funding for subsequent fiscal years will be added on or before September 1st of each year and is contingent on the availability of state funds from DSHS. State fiscal years are defined as September 1st through August 31st.

At the conclusion of each state fiscal year, August 31st, Contractor shall submit invoices for reimbursement of expenditures no later than October 31st, for goods received and services rendered. Invoices received after October 31st, for the prior state fiscal year services may not be paid.

SECTION VIII: SPECIAL PROVISIONS

C. General Provisions, Article XIV, General Terms, Section 14.05, Intellectual Property is amended to read as follows:

14.05 Intellectual Property. Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

- a. "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
- b. For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." Works made for hire do not include intellectual property created or licensed by Contractor prior to the effective date of this Contract (Pre-existing Work). If Contractor utilizes such Pre-existing Work in the performance of its obligations under this Contract, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in such Pre-existing Work; and (2) any rights of copyright, service or trademarks or patents incorporated into such pre-existing work.

DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

- c. If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that “This publication was made possible by grant number from (federal awarding agency)” or “The project described was supported by grant number from (federal awarding agency)” and “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency).”
- d. If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that “This publication was made possible by grant number from (federal awarding agency)” or “The project described was supported by grant number from (federal awarding agency)” and “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency).”
- e. If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trademarks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.
- f. If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

- D. General Provisions, Article XV, Breach of Contract and Remedies for Non-Compliance, Section 15.02 General Remedies and Sanctions is deleted in its entirety and replaced as follows:

Section 15.02 General Remedies and Sanctions. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods.

Additionally, HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract.

The Department may impose one or more remedies or sanctions for each item of noncompliance and shall determine remedies or sanctions on a case-by-case basis if Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

- a. Place Contractor on accelerated monitoring, which means more frequent or more extensive monitoring than ordinarily conducted by DSHS. DSHS may allow Contractor the opportunity to correct identified deficiencies prior to imposing other actions stated in this section.
- b. Terminate this Contract by one of the means provided in Article XVII. If applicable, notify Contractor of the opportunity and process to request a hearing on the termination pursuant to Texas Government Code Chapter 2105 regarding administration of Block Grants;
- c. Suspend all or part of this Contract by notifying the Contractor that DSHS is temporarily discontinuing performance of all or a part of the Contract as provided for in Article XVII; as of the effective date of the suspension pending DSHS's determination to terminate, amend the Contract or permit the Contractor to resume performance. Contractor shall not bill DSHS for services performed during suspension, unless expressly authorized by the notice of suspension;
- d. Use as a basis to deny additional or enter into future contracts with Contractor;
- e. Temporarily withhold cash payments to Contractor for proper charges or pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
- f. Permanently withhold cash payments by retaining funds billed by Contractor;
- g. Request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
- h. Declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or was illegal or invalid from the Contract's inception and demand repayment of any funds under the Contract;
- i. Delay execution of a new contract or renewal with Contractor while other imposed or proposed sanctions are pending resolution;

- j. Demand repayment from Contractor when it has been verified that Contractor has been overpaid for reasons such as payments are not supported by proper documentation or failure to comply with Contract terms;
 - k. Pursue a claim for damages as a result of breach of contract;
 - l. Impose liquidated damages. Contractor agrees that noncompliance with the requirements specified in the Program Attachment causes damages to DSHS that are difficult to ascertain and quantify. Contractor further agrees that DSHS may impose liquidated damages of \$250 for the first and second occurrence of noncompliance with the same requirement during a fiscal year; and \$500 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year.
 - m. Require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participant, if the employee or volunteer has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
 - n. Withhold any payment to Contractor to satisfy any recoupment imposed by DSHS and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
 - o. Reduce the Contract term;
 - p. Recoup improper payments when Contractor has been overpaid for reasons such as payments are not supported by proper documentation, improper billing or failure to comply with Contract terms; and
 - q. Impose any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation or rule.
- E. General Provisions, Article XV, Breach of Contract and Remedies for Non-Compliance, Section 15.03 Notice of Remedies or Sanctions is deleted in its entirety and replaced as follows:

Section 15.03 Notice of Remedies or Sanctions.

- a. Department shall formally notify Contractor in writing when a remedy or sanction is imposed, stating the nature of the remedies and sanction, the reasons for imposing them, the corrective actions, if any, that must be taken before the actions shall be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies or sanctions imposed.
- b. Other than in the case of repayment or recoupment, Contractor is required to file, within 10 calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice.
- c. If requested by the Department, the written response must state how Contractor shall correct the noncompliance by agreeing to a corrective action plan or demonstrate in writing that the findings on which the remedies or sanctions are based are either invalid or do not warrant the remedies or sanctions. If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal

or state statute, regulation, rule, or guideline, Department's decision is final. Department shall provide written notice to Contractor of Department's final decision.

If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the plan approved by DSHS. If DSHS determines that repayment is warranted, DSHS shall issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS shall recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.