

SPECIAL PROVISIONS

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**HOUSTON-GALVESTON AREA COUNCIL
REGIONAL JUVENILE MENTAL HEALTH SERVICES**

SPECIAL CONTRACT PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Fort Bend County (Contractor) do hereby agree to the following Special Provisions as follows:

ARTICLE 1: GOVERNING LAW, STANDARDS AND REGULATIONS

This contract is funded by the Criminal Justice Division of Texas (CJD) under their Regional Juvenile Mental Health Services Program incorporated in the State Criminal Justice Planning Fund (SF 421). Contractor agrees to comply with all applicable state and federal laws and local ordinances including but not limited to licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials used. H-GAC, upon request or at its own discretion, may provide additional standards, guidelines or requirements to aid Contractor in rendering appropriate performance. H-GAC's provision of this information shall in no way supersede the precedence of applicable laws and regulations.

ARTICLE 2 MANDATORY ATTACHMENTS

In consideration of H-GAC's compensation offer hereinafter described, Contractor accepts and shall provide H-GAC approved services in consideration as specifically described in the Scope of Services, attached hereto and mutually incorporated herein. Contractor further agrees to implement the requirements of the Scope of Services according to the agreed upon Budget, as attached and incorporated.

ARTICLE 3 PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, H-GAC will be liable to Contractor for costs billed in accordance with the agreed upon rate for such services as described in the Contractor proposal coinciding with the contract performance dates. This payment is subject to the following limitations: 1) H-GAC is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by H-GAC in writing, H-GAC is liable only for expenditures made in compliance with the applicable cost principles and administrative requirements set forth in 2 CFR200 and the Uniform Grant Management Standards (UGMS) promulgated by the State of Texas 3) H-GAC is not liable to Contractor for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) H-GAC is not liable for any costs incurred in the performance of this Agreement, which have not been billed to H-GAC within 30 days following termination of this Agreement.

ARTICLE 4 PAYMENTS

H-GAC shall make payments to the Contractor in the following manner:

- (a) Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statutes; H-GAC will reimburse Contractor for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or \$18,500.00. Contractor shall be paid actual documented cost of each assessment or counseling session provided, as listed in the Contractor's proposal as specified in the attached Budget. If there will be a variance of more than 10% of what is represented in the Budget during the contract period, the Contractor shall submit a request in writing to H-GAC prior to the reimbursement request that would be affected by the change. After receiving such a request H-GAC reserves the right to accept or deny. In no event shall the sum of all payments for service hours provided exceed the amount shown in the proposal. Contractor shall bill H-GAC for

fully documented and substantiated costs of all services provided no later than the 15th of the following month.

H-GAC will forward payment to Contractor within thirty (30) business days subject to having received each of the following:

1. A detailed account of actual costs of the services provided, including number of hours and cost per hour.
 2. Information regarding any subcontracted service provider, including name of agency, address of agency, name of assessor and/or therapist, credentials of assessor and/or therapist, and length of time agency has been operating in the contracted jurisdiction.
- (b) The Contractor shall use the H-GAC Regional Juvenile Mental Health Services Reimbursement Form, herein attached, to request reimbursement from H-GAC.
- (c) All requested costs must be eligible under the applicable Governor's Criminal Justice Plan for Texas.

ARTICLE 5 SANCTIONS OR REMEDIAL MEASURES

- A. **Performance Sanctions.** Contractor's failure to comply with any provision of this contract and attached Scope of Services, any applicable federal or state laws, regulations and rules, and any other applicable H-GAC policies, issuances, and rules may subject Contractor to sanctions and/or remedies imposed by H-GAC.
- B. **Financial Sanctions.** H-GAC retains the right to deduct the amount of any advance payment or previous overpayment made by H-GAC, from any subsequent billing submitted by Contractor for violations under this contract. Failure to comply with the Contractor obligations or submit billings timely is valid justification for termination of this contract or disallowance of payment. Contractor will be liable for and will repay to H-GAC, on demand, any amounts which are not expended in compliance with this contract, or disallowed as a result of a resolution agreement. Contractor will further be responsible for any audit exception or other payment deficiency covered by this contract and all subcontracts hereunder which is found to exist by monitoring or auditing by any party as authorized or required by H-GAC. Contractor will be liable for such funds and will repay such funds even if the improper expenditure, if any, was made by a subcontractor of Contractor. All repayment made by the Contractor shall be from non-federal/state funds. Contractor's failure to pay within 30 days after demand may result in legal actions to recover such funds, sanctions as set forth in this section and/or additional cost including allowable interest.
- C. If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this contract, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing to Contractor. If H-GAC withholds such payments, it will notify the Contractor in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.
- D. If the Contractor neglected to follow procurement rules when buying inventory or equipment, H-GAC may recover funds. H-GAC may withhold payments on any invoices owed to a Contractor if the Contractor does not provide a current inventory when requested. H-GAC may refuse to close a contract and make a final payment to Contractor if the Contractor's inventory is not current with H-GAC records. H-GAC may also recover funds when Contractor fails to report stolen or lost equipment.
- E. Notwithstanding H-GAC's exercise of its right of early termination, the Contractor will not be relieved of any liability for damages due to H-GAC. H-GAC may withhold payment to Contractor on this contract until such time as the exact amount of damages due to H-GAC from the Contractor is

agreed upon or is otherwise determined by H-GAC.

ARTICLE 6 COORDINATION OF SERVICES

H-GAC shall provide coordination of mental health services provided across the region, including overall monitoring and implementation of the services provided. H-GAC Criminal Justice planning staff shall act as liaison between the Contractor and the Office of the Governor, Criminal Justice Division.

SECTION 7 COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as otherwise specifically authorized by H-GAC in writing, Contractor will comply with the applicable cost principles and administrative requirements set forth in 2 CFR 200 and 48 CFR, Chapter 1, Part 31, (Federal Acquisition Regulations). Additionally, the Texas Office of the Governor has released guidance under the Uniform Grant and Contract Management Standards (UGCMS) and those requirements are included herein. Where there is a conflict between federal and state requirements, federal requirements take precedence.

SECTION 8 REPORTING

In addition to the financial reporting requirements set forth in these Special Contract Provisions and H-GAC's policies and procedures, Contractor will submit such other reports, contract closeout, requested data, and/or ad hoc reports and information on the operation and performance of this Contract as may be required by H-GAC. H-GAC shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

SECTION 9 INVESTIGATIONS, MONITORING AND TECHNICAL ASSISTANCE

- A. Contractor agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Contract as may be conducted by H-GAC, applicable federal or state agencies, and the State of Texas, or their duly authorized representatives. This cooperation may include access to the premises for the purpose of questioning employees or participants and for the purpose of examining and/or photocopying any books, records, including participant records, papers, or other documents whatsoever relating to this Contract and the performance thereof.
- B. H-GAC reserves the right to conduct, or to have conducted by designated representatives, monitoring and evaluation of Contractor's performance as well as performances of Contractor's subcontractors rendered under this Contract. H-GAC will notify Contractor of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to these Special Contract Provisions. H-GAC will provide technical assistance to Contractor in correcting deficiencies noted. H-GAC may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

ARTICLE 10 PERSONNEL

The Contractor shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services required under this contract. The Contractor shall be responsible for completion of the services to be rendered and will provide all necessary supervision and coordination of activities that may be required to complete the services. The Contractor shall not subcontract work to be performed without prior written consent of H-GAC.

SECTION 11 SUBCONTRACTS

- A. Contractor may enter into subcontracts, defined herein as written legal agreements with another party that specify the terms and conditions for the provision of goods or services to be used by the Contractor or by participants in the Contractor's programs and which will be paid for by funds from this contract. All subcontracts must be procured in accordance with the guidance in 2 CFR 200. H-GAC shall review and approve subcontracts in advance of Contractor incurring billable costs and reserves the right to review

the performance of subcontractors under this agreement.

- B. The Contractor shall furnish to H-GAC a copy of the signed subcontract(s) when the Contractor uses the services of mental health professionals under the purview of this agreement.
- C. All subcontracts are the sole responsibility of Contractor. H-GAC is not responsible for the administration or payment of subcontractor of Contractor and such contracts do not convey any liability on H-GAC for payment or acceptance of work product.
- D. All cost principles and regulations for which the Contractor is liable shall pass through to any subcontractor under this contract and Contractor shall assure that such provisions are included in any written agreement.

ARTICLE 12 COPYRIGHTS AND RIGHTS IN DATA

When activities involved in the services provided for in this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form) or other copyrightable material, the Contractor may copyright such, but the Governor's Office of General Counsel, H-GAC, and Criminal Justice reserves a royalty-free, non-exclusive and irrevocable license to produce, publish and use such materials and to authorize others to do so.

Provisions appropriate to effectuate the purpose of this condition must be in all employment contracts, service provider agreements and other subcontracts emanating from this Contract.

ARTICLE 13 INSURANCE

The Contractor represents to H-GAC that it self-insures its general liability exposure including bodily injury, death and property damage. The limits of liability are set in part by the Texas Tort Claims Act. The Contractor self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

ARTICLE 14 ASSIGNMENT

The provisions of this contract shall not be assignable without the prior written consent of H-GAC.

ARTICLE 15 RECORDS RETENTION

Records shall be retained for at least **SEVEN (7) YEARS** following the closure of the most recent audit report and until any outstanding litigation, audit or claim has been resolved. Records are subject to inspection by CJD, H-GAC, or any state or federal agency authorized to inspect same.