

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Subrecipient Agreement - Contract - Fort Bend County - Public Services - 21-02277 - ID: 6695

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fort Bend County, hereinafter referred to as the Contractor, having its principal place of business at 301 Jackson, Richmond, TX 77469.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF WORK**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

**ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins 01/01/21 and ends 08/31/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

**ARTICLE 7: PAYMENT OR FUNDING**

Any payment or funding claimed by Contractor shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Contractor, in accordance with the terms outlined by the Special Provisions of this Agreement.

**ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Contractor hereunder. Contractor's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Contractor of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

**ARTICLE 9: NON FUNDING CLAUSE**

Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

**ARTICLE 10: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 11: SUBCONTRACTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 12: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed

by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. Contractor who spend seven-hundred fifty thousand dollars (750,000) or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Contractor agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Contractor in accordance with 2 CFR 200.511.

The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

### **ARTICLE 13: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Contractor agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

### **ARTICLE 14: RETENTION OF RECORDS**

The Contractor shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

### **ARTICLE 15: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without

written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Contractor for costs properly incurred prior to the effective date of such policy directives.
- C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing, and executed by both parties to this Agreement.

#### **ARTICLE 16: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

#### **ARTICLE 17: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 18: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause

reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 19: COPYRIGHTS**

H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- A. The copyright of all maps, data, reports, research or other work developed under this Agreement;
- B. Any copyrights or rights of use to copyrighted material which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

#### **ARTICLE 20: OWNERSHIP OF MATERIALS**

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor solely as a part of its work under this Agreement, shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Contractor further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

#### **ARTICLE 21: POLITICAL ACTIVITY; LOBBYING**

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of Federal assistance exceeding 100,000 dollars through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

#### **ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED**

The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

#### **ARTICLE 23: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractor's subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 24: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment

Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 25: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 26: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

#### **ARTICLE 27: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 28: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

**ARTICLE 29: CHOICE OF LAW: VENUE**

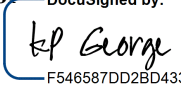
This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

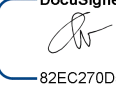
**ARTICLE 30: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Contractor** DocuSigned by:  
Signature   
F546587DD2BD433...  
Name KP George  
Title County Judge  
Date 6/9/2021

**H-GAC** DocuSigned by:  
Signature   
82EC270D5D61423...  
Name Chuck Wemple  
Title Executive Director  
Date 5/20/2021

## **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 \$30,000.00. 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 15<sup>th</sup> 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.

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

**SPECIAL CONTRACT PROVISIONS – SCOPE OF SERVICES**

**ARTICLE 2**

The Contractor covenants and agrees to provide hours for mental health assessment and/or therapy to referred juveniles as set forth in this contract. H-GAC hereby agrees to engage the Contractor and the Contractor agrees to perform hereinafter as set forth pursuant to the provisions of the grant from the Office of the Governor, Criminal Justice Division. The services to be performed by the Contractor are herewith outlined as follows.

- (a) Project Task: The Contractor shall provide mental health assessment and/or therapy to referred juveniles.
- (b) Work Product: In performing the services specified herein, the Contractor shall provide mental health assessment and/or therapy to referred juveniles as described in the Contractor's proposal, which is attached hereto as Attachment A and is a part of the Contract. Services provided within the Contract performance period shall be mutually agreed upon by H-GAC and the Contractor.
- (c) Service Provider: The Contractor shall be responsible for the procurement of mental health assessment and/or therapy services via a reputable, credible and licensed provider, at a reasonable cost representing market value for such services in Fort Bend County.
- (d) Location: The Contractor will provide services within Fort Bend County and to citizens residing in Fort Bend County, Texas.

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

**ATTACHMENT A - FORT BEND COUNTY**

<b>Budget Category</b>	<b>Description</b>	<b>Amount</b>
Contract Services	Contract with the Juvenile Probation Departments to provide mental health services (mental health assessments, individual counseling, group counseling) to those who demonstrate the greatest need for services.	\$30,000.00
	<b>Total</b>	<b>\$30,000.00</b>