



Request for City Manager Signature

Project Name/Contract Number:	Substance Abuse Treatment	# 224-231
Department Contact / Department Name:	Tammy Strakos	Police Dept.
Date of City Council Approval: (Past or Recent)	N/A	
Return Signed Document to:	Dustan Lukasik	Ext. 8164

Background/Purpose:

The purpose of this contract is to provide a substance abuse and treatment program for the City of San Marcos.

Funding:

Project Number	Fund	Phase	GL Account	Amount
NTE				\$99,000.00

Reviewed / Approved:

User Department Director: Stan Standridge	<small>DocuSigned by:</small> <i>Stan Standridge</i>	Date:	8/20/2024
Purchasing / Contracting POC: Dustan Lukasik, CTCD	<small>DocuSigned by:</small> Dustan Lukasik, CTCD	Date:	8/19/2024
Finance Director: (CDBG-DR)	N/A	Date:	
Purchasing Manager: Veronica Bradshaw, CPPB, CTCM	<small>DocuSigned by:</small> <i>Veronica Bradshaw, CPPB, CTCM</i>	Date:	8/19/2024
Other Depts. as needed	N/A	Date:	

**AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND
PROFESSIONAL FIRM
CONTRACT NUMBER 224-231**

This Agreement is made by and between the Owner, City of San Marcos, Texas (“CITY”), and Sunrise Rehab and Recovery dba. Evoke Wellness San Marcos located at 3600 Red Road, Suite 606-A, Miramar, Florida 33025, (“Professional Firm”), and is effective for all purposes as of the date of the last signature to this Agreement (“Effective Date”).

The Owner: The City of San Marcos, Texas

and

The Professional Firm (“Firm”): Sunrise Rehab and Recovery dba. Evoke Wellness San Marcos

for

The Project: San Marcos Substance Use Treatment Program, #224-231

Owner Standard Terms and Conditions: Parties have read and agree to be bound by the Standard Terms and Conditions, when not in conflict with the terms of this Agreement, found at sanmarcostx.gov/StandardTermsandConditions.

Further;

The Owner and the Professional Firm agree as follows:

**ARTICLE 1
PROFESSIONAL FIRM’S SERVICES**

Professional Firm agrees to perform the services specifically described in **Exhibit 1** and all other professional services reasonably inferable from **Exhibit 1** and necessary for complete performance of Firm’s obligations under this Agreement (collectively, “**Services**”). To the extent of any conflict between the terms in **Exhibit 1** and this Agreement, the terms of this Agreement shall prevail.

**ARTICLE 2
PROFESSIONAL FIRM’S RESPONSIBILITIES**

Professional Firm agrees to perform services with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. The Firm shall, at all times, provide sufficient personnel to accomplish Services in a timely manner. The Firm shall manage its services, administer the services, and coordinate other professional services as necessary for the complete performance of its obligations under this Agreement.

Professional Firm agrees to perform Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the services under this Agreement.

The Firm's Services shall be reasonably accurate and free from material errors or omissions. The Firm shall promptly correct any known or discovered error, omission, or other defect in the documents and services provided by the Firm without any additional cost or expense to Owner.

The Firm shall designate a representative primarily responsible for Firm's Services under this Agreement. The designated representative shall act on behalf of Firm with respect to all phases of Professional Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

The Firm shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, with a minimum limit of \$1,000,000 each claim and \$1,000,000 aggregate. The fees for such insurance will be at the expense of the Professional Firm. The Firm shall deliver a Certificate of Insurance indicating the expiration date, and existence, of the Firm's professional liability insurance before commencement or continuation of performance of the services under this Agreement.

ARTICLE 3

THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Professional Firm with a full description of the requirements of the Services.

The Owner shall furnish reports or other special investigations regarding services required as requested by the Professional Firm and as reasonably necessary for the completion of Professional Firm's Services. The Owner shall furnish documents as reasonably required.

The Owner will review the documents of service produced by Professional Firm in the performance of its obligations under this Agreement as required. Owner will notify Firm of any error or concern in provision of documents of which Owner becomes aware.

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Professional Services.

The Owner designates Tammy Strakos as its representatives authorized to act in the Owner's behalf with respect to the Project. The contact information for Owner's representative is listed below:

Tammy Strakos | Administrative Coordinator
Police Department
2300 IH 35 South
San Marcos, Texas 78666
Ph.: 512.753.2110
Email: tstrakos@sanmarcostx.gov

ARTICLE 4

OWNERSHIP AND USE OF DOCUMENTS

The Documents prepared by Professional Firm as instruments of service are and shall remain the property of the Firm whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the Owner's use. In addition, Owner shall have a perpetual right, which shall survive the termination of this Agreement, to use appropriately in accordance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the services under this Agreement, with or without participation of the Professional Firm.

ARTICLE 5

DISPUTE RESOLUTION

If a dispute arises out of or relates to the Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the

dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the Owner and the Firm agree to act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Owner and Firm will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

ARTICLE 6 **PROJECT TERMINATION OR SUSPENSION**

This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven (7) calendar days' notice period. This Agreement may be terminated by the Owner's City Manager or City Manager's Designee for any reason upon fifteen (15) calendar days' written notice to the Firm.

In the event of termination through no fault of the Firm, the Firm shall be equitably compensated for all Professional Services performed and Reimbursable Expenses incurred prior to termination in accordance with this Agreement.

ARTICLE 7 **MISCELLANEOUS PROVISIONS**

Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between the Firm and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

Assignment. This Agreement is a personal service contract for the services of Professional Firm, and Professional Firm's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Applicable Law. The Agreement will be governed by and construed under the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this Agreement will be brought in a state court of competent jurisdiction in Hays County or, if in federal court, in the Federal Western District of Texas, Austin Division for trial.

Waiver. A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

Independent Contractor. Professional Firm recognizes that it is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide Professional Firm or its employees with any benefits normally associated with employee status. The Firm will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

Family Code Child Support Certification. If State funds are being used in the procurement of the services described in Exhibit A, pursuant to Section 231.006, Texas Family Code, Professional Firm certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Boycotting Israel. Pursuant to Chapter 2270 and 808, Texas Government Code, the Firm certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 2252 Compliance. Section 2252 of the Texas Government Code restricts the Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. The Firm hereby certifies that it is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Certain Foreign-Owned Companies. Section 2274 of the Texas Government Code (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a “designated country”, or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Section 2274 of the Texas Government Code (SB19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Section 2274 of the Texas Government Code (SB13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

Non-Discrimination. The Firm understands and certifies that it is an Equal Opportunity Employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability or economic condition and prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Professional Firm in the performance of services for Owner, which is not generally known to the public, shall be confidential and Professional Firm shall not disclose any such confidential information, unless required by law. The Firm shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Termination Due to Loss of Funding. If Owner funds are utilized to fund any part of this Agreement, the Firm understands that those Owner funds for the payment for work performed by the Firm under this Agreement have been provided through the Owner's budget approved by Owner Council for the current fiscal year only. State statutes prohibit

the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Owner cannot guarantee the availability of funds and enters into this Agreement only to the extent such funds are made available. The Firm acknowledges and agrees that it will have no recourse against the Owner for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the Owner extends from October 1st of each calendar year to September 30th of the following calendar year.

Ethics Matters; No Financial Interest. Firm and its employees, agents, representatives, and subcontractors have read and understand Owner's Ethics Policy available at <http://www.sanmarcostx.gov/380/Ethics>, and applicable state ethics laws and rules. Neither Professional Firm nor its employees, agents, representatives or subcontractors will assist or cause Owner employees to violate Owner's Conflicts of Interest Policy, provisions described by Owner's Standards of Conduct Guide, or applicable state ethics laws or rules. Professional Firm represents and warrants that no member of the City Council of San Marcos has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Subcontracting. The Professional Firm will not subcontract any work under this Agreement without prior written approval from the Owner. In the event approval is given by the Owner, the Professional Firm will specify any work or services, the appropriate insurance requirements and miscellaneous provisions by separate written agreement with the subcontractor.

Mutual Waiver of Consequential Damages. In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Texas Tax Code 171.1011(g)(3). Notwithstanding anything in this agreement and for the purpose of complying with Texas Tax Code 171.1011(g)(3), the City agrees to the following:

- (1) Prior to commencing performance under this Agreement, Firm will provide the City with a list of proposed subconsultants, subcontractors, or agents to be used in Professional Firm's services under this Agreement. The City shall have the right to accept or reject the use of any subconsultant, subcontractor, or agent on the Professional Firm's list. Such acceptance or rejection shall be given within a commercially reasonable time from the date the Professional Firm delivers it, and;
- (2) Any payment made by the Owner to the Firm that includes fees payable to a subconsultant, subcontractor or agent of Professional Firm under this Agreement shall constitute an acceptance by the Owner of Firm's use of any such subconsultant, subcontractor or agent of the Firm under this Agreement.

Limitation of Liability. In recognition of the relative risks and benefits of the Agreement to both the Owner and the Firm, to the fullest extent permitted under applicable law, Owner agrees that the Firm's total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys' fees and costs, of any nature whatsoever, shall not exceed the Professional Firm's total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.

Force Majeure. Professional Firm shall have no liability for any delay caused by an event of force majeure, the Owner or any of its consultant's or contractors, or circumstances outside of its reasonable control.

Termination for Convenience. The Owner's City Manager or the City Manager's designee may terminate the Agreement at any time upon thirty (30) calendar days' notice in writing to the Firm. Upon receipt of such notice, the Firm shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Professional Firm shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The Owner agrees to compensate the Firm for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement and not previously paid.

Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Notices shall be sent to the following addresses:

If to Owner: The City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666
Attn: City Purchasing Manager's Office
cosmpurchasing@sanmarcostx.gov

With Copies to: The City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666
Attn: City Attorney's Office
LegalInfo@sanmarcostx.gov

If to Professional Firm Sunrise Rehab and Recovery dba. Evoke Wellness San Marcos
360 Red Road, Suite 606-A
Miramar, FL 33025
Matthew.Driscoll@evokewellness.com

The parties may designate alternative persons or addresses for receipt of notices by written notice.

Changes in Service. If a Party requires a change or amendment to this Agreement or its Exhibits, the Parties agree to use the Authorization of Change in Services Form in **Exhibit 4** to do so. The Authorization of Change in Services Form must be agreed to and signed by both Parties before any change to this Agreement is effective.

ARTICLE 8 **REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to Compensation for the Firm's Services and include actual and reasonable expenses incurred by the Firm, that are (i) outside the services listed in **Exhibit 2**; and (ii) solely and directly in connection with the performance of Professional Firm's Services. Such Reimbursable Expenses must be approved in writing by the Owner and may include the following:

Expense of transportation (coach class air travel only) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for the Firm.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Firm.

ARTICLE 9 **ADDITIONAL SERVICES**

Additional Services are services not included in the Professional Firm's Services and not reasonably inferable from its Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Professional Firm shall prepare for acceptance by the Owner an Additional

Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Professional Firm shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner. Upon acceptance by Owner, each Additional Services Proposal and the services performed by the Firm pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 10
PAYMENTS TO PROFESSIONAL FIRM

The Firm shall present monthly Payment Requisitions to the Owner detailing the Firm’s Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Firm shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Payment Requisition and notify Professional Firm whether the Payment Request is approved or disapproved, in whole or in part. Owner shall promptly pay Professional Firm for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Payment Requisition.

Owner shall have the right to withhold from payments due the Firm such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Professional Firm or failure of the Firm to perform its obligations under this Agreement.

ARTICLE 11
PROFESSIONAL FIRM'S ACCOUNTING RECORDS

Records of the Firm costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three (3) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Professional Firm in writing. The Firm’s records shall be kept on the basis of generally accepted accounting principles.

ARTICLE 12
INSURANCE

For services performed on Owner's premises, Professional Firm shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement. On the Certificate of Insurance, name the **City of San Marcos, Purchasing & Contracting Division, 630 East Hopkins Street, San Marcos, Texas 78666** as an additional insured.

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Comprehensive General Liability	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Comprehensive Auto Liability	\$1,000,000 each person
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Professional Liability	\$1,000,000 each occurrence and aggregate
Umbrella Form Excess Liability	\$5,000,000 Minimum limits

The Firm shall include the Owner as an additional insured on the General Liability policy, and the Worker’s Compensation policy shall include a waiver of subrogation in favor of the Owner.

Required insurance shall not be cancelable without thirty (30) days’ prior written notice to Owner.

Upon request, the Firm shall furnish complete sets of its insurance policies to Owner for review. If additional insurance or changes to this article are required, they shall be explicitly laid out in **Exhibit 1**.

ARTICLE 13
INDEMNITY

THE FIRM SHALL HOLD OWNER, THE CITY OF SAN MARCOS, AND ITS CITY COUNCIL, OFFICERS, AGENTS AND EMPLOYEES HARMLESS AND FREE FROM ANY LOSS, DAMAGE OR EXPENSE TO THE EXTENT THAT THE LOSS, DAMAGE OR EXPENSE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE INDEMNITOR OR THE INDEMNITOR’S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

ARTICLE 14
COMPENSATION

The Professional Firm’s compensation for Professional Services shall be as follows:

Service Fees: The maximum fee for Professional Services shall not exceed **ninety-nine thousand dollars (\$99,000)** as approved by the Owner set forth in **Exhibit 1**.

Reimbursable Expenses: For Reimbursable Expenses approved by the Owner (ref. Article 8 and **Exhibit 2**), Professional Firm shall be compensated for the actual expense incurred by the Firm. Notwithstanding the foregoing, Owner’s payment to the Firm for Reimbursable Expenses will not exceed a maximum of amount agreed upon in this Agreement and Exhibits without the prior written approval of the Owner.

Additional Services: The Firm’s Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

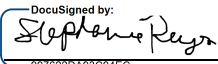
The Owner and the Professional Firm have entered into this Agreement as of the Effective Date.

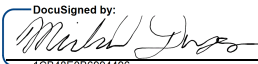
OWNER:

PROFESSIONAL FIRM:

THE CITY OF SAN MARCOS

SUNRISE REHAB & RECOVERY
DBA EVOKE WELLNESS SAN MARCOS

By: 
Name: Stephanie Reyes
Title: City Manager
Date: 8/26/2024

By: 
Name: Michael Duggan
Title: Managing Partner
Date: 8/20/2024

Exhibits:

- EXHIBIT 1 – Scope of Services and Deliverables
- EXHIBIT 2 – Detailed Fee Schedule
- EXHIBIT 3 – HB89
- EXHIBIT 4 – Authorization of Change in Service Form
- EXHIBIT 5 – ARPA Conformed Federal State and Local Req. (Rev. 07.05.22)

Exhibit 1

Contract for Substance Use Treatment

Between

The City of San Marcos

And

Evoke Wellness

Contract Initiation Date: July 10, 2024,

The City of San Marcos hereby referred to as the “City” enters into a contract with Evoke Wellness hereby referred to as “EW”. The purpose of this contract is to establish a collaborative contractual relationship for providing substance use services and treatment for adults participating in the City of San Marcos Mental Health Court Program hereby referred to as “MHC”.

COLLABORATION: The City, MHC, and EW are committed to providing the highest quality behavioral health and substance use services. The City, MHC, and EW agree to develop this contractual relationship in a manner that promotes communication, mutual trust and respect with the goal of benefiting the clients they each serve. MHC and EW will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. MHC and EW will, whenever clinically appropriate, utilize a Coordination/Consultative approach to empower the assigned clinicians and treatment team with EW and MHC to better address the behavioral and mental health needs of their patients and help meet established treatment goals.

CONDITIONS PERTAINING TO SUBSTANCE USE SERVICES FOR MHC CLIENTS

1. For clients referred to EW and upon meeting the criteria for admission for a 30-day residential stay, clinicians will provide a clinical biopsychosocial assessment, creation of a comprehensive treatment plan, group and individual counseling services, as well as such other services typically included in a residential treatment stay.
2. For clients referred to EW and upon meeting criteria for admission to the Intensive Outpatient Program (telehealth or in person), clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, group and individual counseling services consisting of 24 sessions in total with 3 sessions a week for 8 weeks. In addition, individual sessions will be conducted every 2 weeks or as clinically necessary.
3. For clients referred to EW and upon meeting criteria for admission to Detox services, clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, medical-assisted detox, as well as such other services typically included in a stay for medically managed detox services in a residential setting.
4. EW shall provide the services outlined above in accordance with (i) the same standard of care, skill and diligence customarily used by similar providers in the community in which such services are rendered, (ii) the requirements of applicable law, and (iii) in the same manner as provided to other City clients.
5. EW will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment.

Exhibit 1

6. EW Clinicians reserve the right to refuse clinical services after a clinical assessment if the clinician in their professional judgment feels that client:
 - a. Would not benefit from clinical services;
 - b. Does not meet criteria;
 - c. Does not currently have capacity for progress in an individual therapeutic setting due to cognitive functioning and limitations and/or medical needs are beyond what the facility can manage; or
 - d. Needs higher medication management as evidenced by unmanaged severe mental health symptoms impeding ability to engage in treatment
7. EW will bill for all sessions in accordance with the fee for service payment arrangement attached to this contract.
8. EW and MHC will share treatment plan records. EW will share weekly to biweekly with MHC staff and community mental health providers via phone or email updates of the court participants engagement in treatment and if progressing or regressing. MHC will work with EW to ensure appropriate authorizations are in place pursuant to HIPAA and 42 CFR Part 2 to enable such information sharing.
9. MHC clients will be seen by a licensed clinician while engaged in EW services who will hold one of the following licensures: LMFT, LPC, LMFT-A, LMSW, LCDC A/I or LPC-Associate. Any clinician who is currently licensed under supervision will also provide credentials of their clinical supervisor and agree to maintain supervision while providing services to MHC clients.

PAYMENT FOR BEHAVIORAL HEALTH SERVICES

1. Mental Health Court Staff will complete a financial assessment with the court participant to assess if they have insurance and/or the ability to pay.
2. If the court participant does have insurance accepted by Evoke, the court participant will be required to use that insurance to cover the cost.
3. If the court participant:
 - A) does not have insurance;
 - B) has insurance but cannot pay the copay; or
 - C) does not have the ability to pay out of pocket for treatment

Then the City will provide the financial support to cover the co-pay or full cost of treatment (whichever cannot be financially contributed by the court participant) that the court participant needs to comply with the requirements of the court.

EW will invoice the City monthly for all services by the tenth (10th) calendar day of the month. Invoices will be net 30 days. Invoices will be sent to cosmap@sanmarcostx.gov.

4. As indicated, MHC will issue an IRS form 1099.
5. EW reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.

Exhibit 1

6. Based off of the Financial Assessment MHC clients who cannot pay for treatment out of pocket or cannot pay the co-pay with commercial insurance may qualify for a scholarship from Evoke Wellness to receive treatment at no cost to the City. The number of people that Evoke Wellness can provide scholarships for will be maximum 5 individuals per year. These individuals will be staffed with Evoke staff and evaluated by their staff to determine that they meet criteria for their treatment services before this decision is made.

SUPPLEMENTAL TERMS AND CONDITIONS

1. MHC and EW agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by MHC and EW.

2. The City, MHC, and EW agree to maintain all appropriate and applicable licenses required to perform the work as stated in this Contract.

3. During the performance of this Contract, the City, MHC and EW agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. The City, MHC, and EW further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.

4. EW agrees to notify MHC in writing within three (3) calendar days if a clinician license is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions. The City, MHC, and EW further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this Contract.

5. This Contract may be subject to funding or reimbursement from one or more federal programs. Accordingly, to the extent required by OMB Circular A-102 (grants and cooperative agreements with state and local governments) or other federal law or regulation, EW will comply with all applicable regulations as listed in Appendix "A"-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

6. EW may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management System (SAM). Certification and registration required as outlined in Appendix "B".

INSURANCE REQUIREMENTS

1. EW shall maintain for the duration of this Contract, insurance (as specified in subparagraph d. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by EW, their agents, representatives, employees, and/or subcontractors.

2. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:

a. General Liability: COMMERCIAL GENERAL LIABILITY

b. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.

Exhibit 1

c. For the purpose of this Contract section, “Professional Services” shall mean any services provided by a licensed professional.

d. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

TERM OF THE AGREEMENT

1. The period of performance of this agreement shall be from July 10, 2024 until July 9, 2025 and shall renew automatically for one-year terms unless either EW or the City gives thirty (30) days or more advance written notice of intent to not renew.

AMENDMENT

1. This contract may be amended through the mutual agreement of EW and the City. Either organization may initiate a proposed amendment.

2. All agreed upon amendments shall be communicated in writing and signed by both the City and EW.

TERMINATION

1. It is the intention of MHC and EW to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible EW and the City will extend a thirty (30) day time period to one another to remedy any situation that is found by either party to not be in accordance with this Contract.

2. This Contract may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.

3. EW and the City shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:

a. EW or the City commits a material breach of this Contract.

GOVERNING LAW AND ORDER OF PRECEDENCE

1. This Contract shall be governed by the laws of the State of Texas. Venue for any case or controversy arising from or in connection with this Contract shall lie in a court of competent jurisdiction in San Marcos, Texas or in the United States District Court for the Western District of Texas—Austin Division, if applicable.

2. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: Applicable federal statutes and regulations in regards to federal funding only; Texas State statutes and regulations; express terms of this Contract; exhibits of this Contract.

2. If any provision of this Contract is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Contract.

ENTIRE CONTRACT

1. This Contract and the documents attached hereto and herein referenced, as duly modified from time to time, contain the entire Contract.

Exhibit 1

2. None of the provisions of this Contract are intended or deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Contract. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative, or joint venture of the other.

3. In witness whereof, the parties hereto have executed this Contract as of the Initiation Date.

Signature (Evoke Wellness)

Date:

Name:

Title:

Signature (City of San Marcos)

Date:

Name:

Title:

EXHIBIT 1

Fee for Service Agreement

Evoke Wellness will charge \$1,000.00 for Detox and \$ 800.00 for Residential treatment / Day

Detox includes complete medical evaluation & stabilization, patient history & physical examination, bio psych social, laboratory testing, medication management, clinical assessment, clinical groups and case management services.

Residential Services include continued medical evaluations as needed, medication and medication management, laboratory testing, continued clinical assessments, clinical groups, weekly individual therapy, and case management services.

Evoke Wellness will charge \$175.00 per IOP session attended – Each IOP session is 3 hours in duration and offered 3 days a week . In addition, participants will meet with their assigned clinician once / week.

EXHIBIT 3

HOUSE BILL 89 VERIFICATION

(This affidavit must be completed and submitted with bid/proposal.)

Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

As the undersigned legal representative of _____,
(Business Name)

after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

- a. **Does not boycott Israel currently; and**
- b. **Will not boycott Israel during the term of the contract City of San Marcos, Texas.**

(Business Representative Signature)

(Date)

(Title)

STATE OF _____ §

COUNTY OF _____ §

On this day, BEFORE ME, _____ personally appeared and personally-known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

EXHIBIT 5A
FEDERAL, STATE, AND LOCAL REQUIRED PROVISIONS

A. NATIONAL OBJECTIVES

All activities funded with American Rescue Plan Act (ARPA) funds must meet one or more objectives of the ARPA program. The Contractor certifies that the activities carried out under this Agreement will meet one or more objectives of the ARPA program.

B. COPELAND ANTI-KICKBACK ACT COMPLIANCE

The Contractor will comply with the requirements of 29 CFR Part 3 (the Copeland Act). The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from inducing an employee -- in any manner -- to give up any part of his/her compensation to which he/she is entitled under his/her contract of employment.

C. CONFLICTS OF INTEREST (24 CFR 570.611; 2 CFR 200.112 AND 200.318(c); 24 CFR 85.35; AND 24 CFR 84.42

There are two sets of conflict of interest provisions applicable to activities carried out with ARPA funding. The first set, applicable to the procurement of goods and services by subrecipients (*funded applicants*), is the procurement regulations located at 24 CFR 84.42 and 85.36. The second set of provisions is located at 24 CFR 570.61 l(a)(2). These provisions cover situations not covered by parts 84 and 85.

With respect to procurement activities, the Contractor must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. At a minimum, these standards must:

- 1) Require that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for an award:
 - a) An employee, officer, or agent' of the Contractor;
 - b) Any member of an employee's, officer's, or agent's immediate family;
 - c) An employee's, agent's, or officer's partner; or
 - d) An organization which employs or is about to employ any of the persons listed in the preceding sections.
- 2) Require that employees, agents, and officers of the Contractor neither solicit nor accept gratuities, favors, or anything of value from contractors, or parties to sub-agreements. However, Contractors may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
- 3) Provide for disciplinary actions to be applied for any violations of such standards by employees, agents or officers of the subrecipient.

With respect to all other ARPA assisted activities, the general standard is that no employee, agent or officer of the subrecipient, who exercises decision-making responsibility with respect to ARPA funds and activities is allowed to obtain a financial interest in or benefit from ARPA activities, or have a financial interest in any contract, subcontract, or agreement regarding those activities or in the proceeds for the activities. Specific provisions include that:

- a) This requirement applies to any person who is an employee, agent, Contractor, officer, or elected or appointed official of the City, a designated public agency, or a subrecipient, and to their immediate family members and business partner(s).
- b) The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee or subrecipient organization.
- c) Upon written request, exceptions may be granted by ARPA on a case-by-case basis.

D. CERTIFICATION OF ELIGIBILITY

By submitting a proposal in response to the Invitation for Bids, the Contractor certifies that at the time of submission, he/she/it is not listed on the government- wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p 189) and 12689 (3 CFR part 1989 Comp., p 235), "Debarment and Suspension".

- 1) In the event of placement on the list between the time of bid/proposal submission and time of contract award, the bidder/proposer will immediately notify the City.
- 2) Contractor certifies that its subcontractors are not presently debarred, suspended, or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- 3) Placement of Contractor on the federal government's list of suspended, ineligible, or debarred contractors, false certification, or failure to notify City as required may result in City's termination of this Contract for default.
- 4) Contractor will furnish a copy of the certification in accordance with 24 C.F.R. Part 24 (Debarment and Suspension). The Contractor and all subcontractors will be active and not debarred on the website, www.sam.gov. and provide a copy of the certification to the City before the entity performs work under this contract.

The Contractor must ensure that awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" and the UAR. Contractor will have each contractor and subcontractor complete a contractor eligibility form in a format that is provided or approved by the City. This form will provide the information necessary to verify contractor eligibility.

E. NON-COLLUSION CERTIFICATION

The Contractor certifies that, if a proposal was provided that resulted in a contract, that proposal was made without collusion with any other person, firm or corporation.

F. BYRD ANTI-LOBBYING AMENDMENT

(31 U.S.C. 1352) Contractors that bid for an award exceeding \$100,000 must file the required certification that it will not and has not used Federal appropriated funds to pay any persons or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

G. COMPLIANCE WITH RULES AND REGULATIONS

Funding for the Project has been made available through the ARPA Program. The Contractor will comply with all of the applicable uniform administrative regulations related to the application, acceptance and use of federal funds as contained in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Contractor is encouraged to obtain the necessary information but failure to do so will not relieve it from compliance with the applicable regulations. The Contractor will be responsible for compliance and conformance with applicable federal and state laws, rules, regulations and codes, City permitting requirements, and City ordinances currently in effect. Federal and state laws, rules, regulations and codes include but are not limited to:

a. WORKERS COMPENSATION LAWS:

- 1) Minimum and maximum salary and wage statutes and regulations, including but not limited to:
 - a) Fair Labor Standards Act of 1938, as amended;
 - b) Equal Pay Act of 1963, PL 88-38; and
 - c) All applicable regulations implementing the above laws;
- 2) Non-discrimination statutes and regulations, including but not limited to:
 - a) Title VII of the Civil Rights Act of 1964, as amended;
 - b) Section 504 of the Rehabilitation Act of 1973, as amended;
 - c) The Age Discrimination Act of 1975, as amended; and
 - d) all applicable regulations implementing the above laws;
- 3) Licensing laws and regulations;
 - a) Compliance with Texas Accessibility Standards ("TAS") and ADA requirements, issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, or other applicable Texas law;
- 4) Requirements under the Architectural Barriers Act and the Americans with Disabilities Act set forth in 24 C.F.R. Section 570.614;
- 5) All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- 6) 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 (PUB L 94-163, 89 Stat. 871) codified at 42 U.S.C.A. Section 6321 et seq.;
- 7) National Environmental Policy Act ("NEPA") including Environmental Protection Agency regulations (40 C.F.R. Part 15), applicable ARPA regulations set forth in Code of Federal Regulations (CFR) including authorities cited therein, and National Historic Preservation Act of 1966, including Federal Historic Preservation Regulations (36 C.F.R. Part 800), which require environmental clearance of federal aid projects; and in connection with NEPA requirements, Contractor is responsible for the preparation of NEPA documents required for environmental clearance of the Project covered hereunder; G) 24 C.F.R. Section 5.105, including applicable authorities cited therein, as well as applicable provisions of 24 C.F.R. Part 58, including Section 58.5 and applicable authorities cited therein and Section 58.6 and applicable authorities cited therein.

b. AFFIRMATIVE ACTION-WOMEN-ANDMINORITY-OWNED BUSINESSES (W/MBE)

The Contractor will take all necessary affirmative steps to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources.
- iii. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- iv. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- v. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

c. LABOR STANDARDS

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

d. USE OF ASSETS AND ASSET REVERSION

City assets used by the Contractor during the contract shall be given back to the City at the conclusion of the contract.

e. **PROGRAM INCOME**

The City will accept and report program income to the federal government.

f. **FEDERAL FUNDING AND ACCOUNTABILITY TRANSPARENCY ACT (FFATA)**

Contracts equal to or greater than \$25,000 must be entered into the Federal Service Reporting System. Contractor information is needed to complete the compliance reporting for the Federal Funding and Accountability Transparency Act. The Contractor will complete the Federal Funding and Accountability Transparency Act form attached to this Contract.

g. **LOBBYING**

The Contractor hereby certifies that:

(i.) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(iii.) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly:

(iv.) **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

h. **LEAD-BASED PAINT**

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-DR-assisted

housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

i. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

j. HISTORIC PRESERVATION

The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

k. RELIGIOUS ACTIVITIES

The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(G), such as worship, religious instruction, or proselytization. The acquisition, construction, or rehabilitation of structures used for inherently religious activities is not allowable under this program.

l. COPYRIGHT

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

m. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will comply with Executive Order 11246 of 9/24/65, entitled "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part, 1964-65 Comp., p. 339) as amended by Executive Order #11375 of 10/13/67, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

*Bidder/Respondent will submit
this completed document with
Bid/Proposal.*

EXHIBIT 5C
MBE/WBE/Section 3

Instructions: If the Respondent/Bidder is a Minority Owned Business (MOB) or Women Owned Business (WOB) or qualifies as a Section 3 business, the Respondent completes Form F.1., and if the Respondent/Bidder intends to utilize a MOB/WOB or Section 3 business in the performance of the proposed contract, the respondent /bidder completes Form F.2

F.1: CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, Neil McKinnell certify that Sunrise Rehab and Recovery-San Marcos, LLC () is / (X) is not a Minority Owned, Women Owned or Section 3 Business.

Business Registered Name

Sunrise Rehab and Recovery-San Marcos, LLC DBA Evoke Wellness San Marocos

Business Registered Address 1

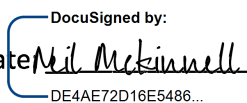
1106 Interstate 35 North Frontage RD, San Marcos TX 78666

State of Registration: Delaware

Certificate or Registration Number: SR#20240750982 Authentication: 202903873

Certifying Agency: Delaware The First State

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature and Date  8/1/2024
DE4AE72D16E5486...

Neil McKinnell

Printed Name: _____

Position: CEO/ Managing Partner

Bidder/Respondent will submit this completed document with Bid/Proposal.

F.2: STATEMENT OF INTENT OF MOB/WOB/SECTION 3 UTILIZATION

I, Neil McKinnell certify that Sunrise Rehab and Recovery-San Marcos, LLC will / (X) will not will utilize **Minority Owned Business (MOB)** or **Women Owned Business (WOB)** as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ N/A.

Description of Work	MOB Amount \$	Race/ Ethnicity	WOB Amount \$	Section 3 Amount \$	Name of MOB/WOB/Section 3 Organization/Address
N/A					

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

DocuSigned by:

Signature and Date

Neil McKinnell

DE4AE72D16E5486...

8/1/2024

Printed Name:

Neil McKinnell

Position:

CEO/ Managing Partner

ATTACHMENT “D”
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NAME:		NUMBER:	
CONTRACTOR:			
ORIG. CONTRACT DATE:		RESOLUTION NO:	
CITY REPRESENTATIVE:		DEPT:	
DATE:		ACIS NO.:	

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

--

Original Contract Amount:		\$
Previous Increases/Decreases in Contact Amount:		\$
CURRENT CONTRACT AMOUNT:		\$
This Increase/Decrease in Contract Amount:		\$
REVISED CONTRACT AMOUNT:		\$

CONTRACTOR:

Signature

Date

Print Full Name / Title (if not in individual capacity)

CITY:

Signature

Date

Print Name / Title

City Department Use Only Below This Line (PM, POC, etc.).

Account Number(s):	Amount	Date
#	\$	
#	\$	
#	\$	