



# **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

## **BOARD OF DIRECTORS MEETING**

**August 13, 2025**  
**12:00 PM**

# NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

## Board of Directors Meeting

A Videoconference Meeting (Pursuant to Tex. Gov't Code § 551.127) will be held on

Wednesday, August 13, 2025 @ 12:00 PM

Presiding Officer will be present at meeting Location: 8111 LBJ Frwy., Suite 900; Dallas, TX 75251

**General Public May Join Webinar Meeting**

<https://ntbha-org.zoom.us/j/88953737180?pwd=et6bv9lyzr7jaeAk6bFbslQzbrEvq7.1>

**Passcode: 987788**

Due to limited accommodations, the general public is encouraged to join the meeting via Zoom using information above.

## AGENDA

The NTBHA Board of Directors will meet in a regularly scheduled and posted open meeting to consider, discuss and possibly take action on:

*\*denotes item which requires a vote*

Item #	Agenda Item	Attachment
1.	Call to Order and Declaration of Quorum	Commissioner Dr. Elba Garcia, Chair
2.	Secretary's Report <i>*Present Minutes for approval: June 2025</i>	Judge Cody Beauchamp, Secretary <input checked="" type="checkbox"/>
3.	Finance Committee Report <i>*Financial Reports for approval: May, June 2025</i>	Ryan Brown, Treasurer <input checked="" type="checkbox"/>
4.	Public Commentary - <i>Limited to 2 minutes – only those who are registered</i>	
	<b>Consent Agenda Items</b>	
5.	Provider Meeting Update	 <input checked="" type="checkbox"/>
6.	PLAG - Psychiatrists Leadership & Advocacy Group Update	John Bennett, M.D. <input checked="" type="checkbox"/>
7.	PNAC - Planning & Network Advisory Committee Update	Walter Taylor, PhD <input checked="" type="checkbox"/>
8.	Legislative Update	Janie Metzinger <input checked="" type="checkbox"/>
	<b>Agenda Item</b>	
9.	Chief Executive Officer's Overview and Analysis	Carol Lucky <input checked="" type="checkbox"/>
10.	*Resolution 441-2025 Approve NTBHA FY2026 Budget	Carol Lucky/Elizabeth Goodwin <input checked="" type="checkbox"/>
11.	*Resolution 442-2025 Ratify HHSC Children's Crisis Respite Grant for FY2026 (Amendment No. 1)	Carol Lucky <input checked="" type="checkbox"/>

12.	*Resolution 443-2025 Ratify HHSC Children's Mental Health System Navigator Grant for FY2026 – FY2027 (Amendment No. 1)	Carol Lucky	X
13.	*Resolution 444-2025 Ratify HHSC Construction Grant Program for Mental Health Facilities (Crisis Facility) for FY2026 – FY2028	Carol Lucky	X
14.	*Resolution 445-2025 Ratify HHSC Construction Grant Program for Mental Health Facilities (Housing) for FY2026 – FY2028	Carol Lucky	X
15.	*Resolution 446-2025 Ratify HHSC Forensic Support Teams (FST) Grant for FY2026	Carol Lucky	X
16.	*Resolution 447-2025 Ratify HHSC Healthy Community Collaborative (HCC) Grant for FY2026	Carol Lucky	X
17.	*Resolution 448-2025 Ratify HHSC Youth Crisis Outreach Team (YCOT) Grant for FY2026 – FY2027	Carol Lucky	X
18.	*Resolution 449-2025 Ratify TDCJ Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) Contract for FY2026 – FY2027	Carol Lucky	X
19.	*Resolution 450-2025 Ratify HHSC SUD Treatment for Adults (TRA) Grant for FY2025 (Amendment No. 4)	Carol Lucky	X
20.	*Resolution 451-2025 Ratify HHSC SUD Treatment for Females (TRF) Grant for FY2025 (Amendment No. 4)	Carol Lucky	X
21.	*Resolution 452-2025 Ratify HHSC Multi Systemic Therapy (MST) Grant for FY2026 – FY2027 (Amendment No. 3)	Carol Lucky	X
22.	*Resolution 453-2025 Ratify NTBHA Lease for MST Program in Kaufman County	Carol Lucky	X
23.	*Resolution 454-2025 Ratify HHSC Outreach Screening Assessment and Referral (OSAR) Grant for FY2025 Amendment No. 6	Carol Lucky	X
24.	*Resolution 455-2025 Approve Private Psychiatric Bed (PPB) Contract for Perimeter Behavioral Health Hospital of Arlington	Carol Lucky	X
25.	*Resolution 456-2025 Ratify HHSC Mental Health Grant for Justice-Involved Individuals for FY2026 – FY2027	Carol Lucky	X
26.	*Resolution 457-2025 Ratify HHSC Rural Crisis Response and Diversion Grant for FY2026 – FY2027	Carol Lucky	X

27.	*Resolution 458-2025 Approve External Audit Engagement with Condley and Company, LLP Certified Public Accountants and Business Advisors for FY2025	Carol Lucky/Elizabeth Goodwin	X
28.	*Resolution 459-2025 Approve Nominating Committee for NTBHA Board Officers for FY2026	Commissioner Dr. Elba Garcia, Chair	
29.	Executive Session <b><i>The Board may go into Executive Session pursuant to Chapter 551, Subchapter D, Texas Govt. Codes as shown below:</i></b>		
30.	Discussion and possible vote in open session on matters considered in Executive Session	Commissioner Dr. Elba Garcia, Chair	
31.	Next Regular Board of Directors Meeting:  <a href="#">September 10, 2025</a>	Commissioner Dr. Elba Garcia, Chair	
32.	Adjourn	Commissioner Dr. Elba Garcia, Chair	

**\*Action Items - Discussions and possible approval**

If during the course of the meeting covered by this notice the Board of Directors should determine that a closed or executive meeting or session of the Board of Directors is required, then such closed or executive meeting or session is authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.001 et seq., including but not limited to the following sections and purposes:

Tex. Gov't Code § 551.071 – Consultation with attorney to seek advice on legal matters.

Tex. Gov't Code § 551.072 – Discussion of purchase, exchange, lease, or value of real property.

Tex. Gov't Code § 551.073 – Deliberations regarding gifts and donations.

Tex. Gov't Code § 551.074 – Deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Tex. Gov't Code § 551.076 – Deliberations regarding security devices or security audits.

Tex. Gov't Code § 551.087 – Deliberations regarding Economic Development negotiations.

**North Texas Behavioral Health Authority**  
**Minutes of the Board of Directors Videoconference Meeting**  
**Presiding Officer and NTBHA CEO were present at 8111 LBJ Fwy, Dallas, TX 75251**  
**June 11, 2025, at 12:00 PM**

<b>2025 Attendance</b>	Jan 10	Feb 12	Mar	Apr 9	May 14	Jun 11		Jul	Aug 13	Sep 10	Oct 8	Nov 12	Dec
Commissioner Dr. Elba Garcia, <u>Chair</u> <b>Dallas County</b>	X	X	N	X	X	X							N
Janis Burdett, <u>Vice-Chair</u> <b>Ellis County</b>	X	X	N	X	X	X							N
Ryan Brown, <u>Treasurer</u> <b>Dallas County</b>	X	X	N	X	X	X							N
Judge Cody Beauchamp, <u>Secretary</u> <b>Navarro County</b>	X	A	N	X	X	X							N
Judge Mary Bardin, <b>Kaufman County</b>	X	A	N	X	X	X							N
Judge Lela Lawrence Mays <b>Dallas County</b>	X	X	N	X	A	A							N
Maricela Canava <b>Dallas County</b>	X	X	N	X	X	X							N
Major Todd Calkins <b>Rockwall County</b>	X	X	N	X	A	X							N
Deputy Michael Allen <b>Rockwall County</b>	X	A	N	A	A	A							N
Captain Charlie York <b>Navarro County</b>	X	A	N	X	A	A							N
Sergeant Brad Elliott <b>Ellis County</b>	A	A	N	X	X	A							N
Nikki Haynes <b>Hunt County</b>	A	X	N	A	X	A							N

**Attendance Legend:**

**X** = Attended monthly BOD meeting

**A** = Absent

**L** = Late arrival; missed votes to approve minutes and/or financial report

**R** = Resigned

**-** = Position not appointed

**N** = No meeting held

**E** = Absent Excused

**Item #1**

**Call to Order, Declaration of Quorum, and First Order of Business**

**Commissioner Dr. Elba Garcia, Chair, presided.**

- Quorum Announced. Commissioner Dr. Elba Garcia, Chair brought the meeting to order and declared a quorum at 12:01 PM. This meeting was conducted as a videoconference via Zoom with limited board members and staff physically onsite. Approximately 48 participants were in attendance:
  - Board members noted above.
  - Various NTBHA staff members
  - Visitors (none in-person)

**Item #2****Secretary's Report****Commissioner Dr. Elba Garcia, reported.**

The minutes of the May 14, 2025, board meeting were presented for approval. No revisions were noted.

- Vote. Judge Cody Beauchamp moved for approval, seconded by Janis Burdett. The motion carried.

**Item #3****Finance Committee Report****Ryan Brown, Treasurer, reported.**

The April 2025 financial reports were prepared by the accounting staff. Mr. Brown reviewed the reports and had no questions or changes and recommended approval.

- Vote. Ryan Brown made the motion for approval, seconded by Judge Cody Beauchamp. The motion carried.

**Item #4****Public Commentary**

None

**CONSENT AGENDA****Item #5****Provider Meeting****Item #6****PLAG – Psychiatrists Leadership & Advocacy Group****Item #7****PNAC – Planning & Network Advisory Committee****Item #8****Legislative Update**

Commissioner Dr. Elba Garcia asked about House Bill HB234 relating to firearms in buildings. Ms. Metzinger stated that the bill did not pass.

- Vote. Janis Burdett moved for approval of the **Consent Agenda** reports, seconded by Maricela Canava. The motion carried.

**Item #9****Presentation:*****Consumer Benefits Programs and Services, David Kemp, NTBHA Chief of Administrative Services***

David Kemp provided a summary of the NTBHA administrative services, which include home office reception, facilities and fleet management, pharmaceutical patient assistance program (PAP), consumer benefits and homeless and housing services.

*The Pharmaceutical Patient Assistance Program* assists people with low income or no health insurance, to afford medications issued by a NTBHA provider. NTBHA's PAP specialist has over nine years of pharmaceutical experience. NTBHA has an agreement with IPM (Integrated Pharmacy Management), which allows NTBHA access to their pharmacy benefit manager platform. This platform consists of IPM's innovative clinical

programs that effectively manage NTBHA's PAP services. Giving NTBHA consumers access to a network of 67,000 chain, independent, mail order and specialty pharmacies.

*Fleet and Facility Management* – NTBHA's fleet management is responsible for routine maintenance, annual 5-point check inspection, incidents, vehicle repairs, driver readiness, eligibility and compliance training.

Dr. Garcia asked about tracking the mileage to see when the vehicle will need to be replaced. Mr. Kemp stated that owned vehicles are relatively new. Elizabeth Goodwin added that most vehicles are leased.

*Facility Management* – eight facilities in Dallas, Kaufman, Ellis, Navarro. Staff is responsible for seasonal preparation, annual inspections, security monitoring, renovation projects, audit preparedness and program compliance, landscaping. Current renovation project at the Dallas Living Room's second building will provide increased security, intake privacy, additional workspace for staff and easy access between the two buildings.

*Consumer Benefit Organization* team is staffed with specialists with over ten years of consumer benefits and social security administration experience and are trained by the Texas Council CBO Consortium to screen and assist NTBHA-funded individuals for eligibility for an array of services. All staff are S.O.A.R. certified (SSI, SSDI Outreach, Access, and Recovery). The S.O.A.R. model for assisting eligible individuals to apply for Social Security Administration (SSA) disability benefits is sponsored by SAMHSA in collaboration with the Social Security Administration (SSA) since 20025. In addition to S.O.A.R., seven staff are CHW certified (Community Health Workers) and four are pending this certification.

Commissioner Dr. Elba Garcia asked if staff is bilingual. Mr. Kemp confirmed the CBO team has bilingual staff.

Consumer benefits staff provide assistance with: SSI/SSDI disability benefits, SSA retirement, Medicaid (pregnant women, children and healthy Texas women), SNAP (*Supplemental Nutrition Assistance Program*), TANF (*Temporary Assistance for Needy Families*). Consumer benefits staff follow the Social Security Administration's definition of disability.

Ms. Canava asked how to guide the clients to CBO services & the housing assistance. Mr. Kemp stated that the CBO team may be reached through Living Room, and through email [cbo@ntbha.org](mailto:cbo@ntbha.org) or 469-290-2905. Referral is also located on NTBHA's website: <https://ntbha.org/providers/consumer-benefits-program/>

The Supportive Housing Program ended in March 2005. Dr. Garcia asked since funds ended, will any further assistance be provided. Mr. Kemp stated that the program will honor current arrangements, but there is no additional funding for new individuals.

#### Item #10

##### Chief Executive Officer's Overview and Analysis

**Carol Lucky, CEO, reported.**

NTBHA is waiting for new state contracts. Currently working on the substance use contract for which the state changed the funding methodology. NTBHA received a draft of one of the construction grants and it is being reviewed.

The new auditing firm has been selected and will be brought forth at the next meeting.

#### Item #11

##### \*Resolution 439-2025 Approve RFP Awardees for Expansion of Behavioral Health Services

**Carol Lucky, NTBHA's CEO, reported.**

This resolution approves the CEO, in consultation with NTBHA legal counsel as needed, to negotiate and execute contracts with RFP Awardees for Expansion of Mental Health Services within the NTBHA Local Service Area. The RFP was issued to expand specialty mental health services using charity care pool funding. NTBHA received responses and scored eligible submissions. The following were recommended for funding:

-Youth 180, Inc. – will be adding mental health and COPSD services.

-*Homeward Bound, Inc.* – will expand CMHP, ACT and Peer Engagement services. They will also expand mental health services into rural areas.

-*Nexus Recovery Center, Inc.* – will add Trauma-informed mental health therapy, peer recovery support, case management services, care coordination and follow-up.

-*Life Enhancement* – is a new provider that has been working under Medicaid services and active in the NTBHA community. They will provide basic CMHP services and expand their service array to adult individuals.

-*Bridging the Gap* – will provide therapy services.

- Vote: Major Todd Calkins motioned approval, seconded by Janis Burdett. The motion carried.

#### Item #12

##### Executive Session

The Board may go into Executive Session pursuant to Chapter 51, Subchapter D, Texas Govt.

Codes. If during the course of the meeting covered by this notice, the Board of Directors should determine that a closed or executive meeting session of the Board of Directors is required, then.

such closed or executive meeting or session is authorized by the Texas Open Meetings Act, Texas government code, Section 551.001 et seq., including but not limited to the following sections and purposes:

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Tex. Gov't Code § 551.074 – Deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Tex. Gov't Code § 551.076 – Deliberations regarding security devices or security audits.

Tex. Gov't Code § 551.076 – Deliberations regarding Economic Development negotiations.

- **The board convened for executive session at 1:03 PM and ended at 1:36 PM.**

#### Item #13

##### Discussion and possible vote in open session on matters considered in Executive Session.

**\*Resolution 440-2025 Approve CEO (Carol Lucky) Contract for September 1, 2025, through August 31, 2029,**

**Based on the Periodic Performance Review**

**Commissioner Dr. Elba Garcia, reported.**

This resolution approved the contract for CEO, Carol Lucky, for September 1, 2025, through August 31, 2029 based on the periodic performance review conducted on June, 11, 2025.

- Vote: Janis Burdett motioned approval, seconded by Ryan Brown. The motion carried.

#### Item #14

##### Next NTBHA Board Meeting

- The next meeting is scheduled for **August 13, 2025, at 12:00 Noon.**

#### Item #15

##### Adjournment

- Janis Burdett moved to adjourn, seconded by Major Todd Calkins.

- By vote of agreement, the NTBHA Board of Directors Meeting was adjourned at 1:43 P.M.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Judge Cody Beauchamp, NTBHA Board Secretary

## Acronyms &amp; Terminology

340B	A federal drug pricing program
ACA	Affordable Care Act
ACOT	Adult Clinical Operations Team (see FACT)
ACS	Adapt Community Solutions (Mobile Crisis Provider for NTBHA, see MCOT)
ACT	Assertive Community Treatment
ADD	Attention Deficit Disorder
ANSA	Adult Needs and Strengths Assessment (also see CANS)
AOT	Assisted Outpatient Treatment
APAA	Association of Persons Affected by Addiction (Peer Support)
APN	Advanced Practice Nurse
APOWW	Apprehension by a Police Officer Without a Warrant
APRN	Advanced Practice Registered Nurse (also see APN)
AWP	Average Wholesale Price (pharmacy pricing benchmark)
BH	Behavioral Health (includes MH and CD)
BHLT	Behavioral Health Leadership Team (Dallas County workgroup)
BIPOC	Black, Indigenous and People of Color
BPD	Bipolar Disorder
The Bridge	Largest shelter in Dallas, a homeless assistance center
C&A	Child and Adolescent
CAA	Consolidated Appropriations Act of 2021
CANS	Child and Adolescent Needs and Strengths Assessment (also see ANSA)
CAP	Corrective Action Plan
CBT	Cognitive Behavioral Therapy
CCBHC	Certified Community Behavioral Health Center
CCO	Chief Clinical Officer
CD	Chemical Dependency (new term is SUD)
CFGC	Child and Family Guidance Center
CEO	Chief Executive Officer
CHIP	Children's Health Insurance Program (aka SCHIP)
CHW	Community Health Worker
CIT	Crisis Intervention Training (40-hour training sponsored by the City of Dallas Police Dept. to certify Mental Health Officers)
CJAB	Dallas County Criminal Justice Advisory Board
CLSP	Consolidated Local Service Plan (replaced LSAP in new contract)
CMBHS	Clinical Management of Behavioral Health Services
CMHP	Comprehensive Mental Health Provider (formerly known as SPN)
CMO	Chief Medical Officer
CMS	Centers for Medicaid and Medicare Services
COC	Continuum of Care
COMI	Coalition on Mental Illness
COPSD	Co-Occurring Psychiatric and Substance Use Disorders services
CPS	Child Protective Services
CRCG	Consumer Resource Coordination Group
CRRS	Coronavirus Response and Relief Supplement Act of 2021
CSH	Cooperation for Supportive Housing
CSO	Chief Strategy Officer
CTI	Critical Time Intervention Model (an Evidence-Based Practice)
DARS	Texas Department of Assistive & Rehabilitative Services (obsolete functions now under TWC or HHSC)
DBSA	Depression and Bipolar Support Alliance
DEA	Drug Enforcement Administration
DHA	Dallas Housing Authority

DPS	Department of Public Safety
DFPS	Department of Family and Protective Services
DIR	Texas Department of Information Resources
DSHS	Texas Department of State Health Services (now under HHSC)
DSRIP	Delivery System Reform Incentive Payment (funded under the Texas Medicaid 1115 Waiver program)
DSM-5	Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition – classification and diagnostic tool for psychiatric disorders (see ICD-10)
EBP	Evidence-Based Practice
ECT	Electroconvulsive Therapy
EHR	Electronic Health Record
EMR	Electronic Medical Record
EMTALA	Emergency Medical Treatment and Labor Act
ER	Emergency Room
ESC	Education Service Center (Region 10 ESC is the local one with a NTBHA NPMHP onsite)
FACT	Family Child and Adolescent Team (see ACOT)
FACT	Forensic Assertive Community Treatment
FDU	Forensic Diversion Unit
FMAP	Federal Medical Assistance Percentage for Medicaid
FPL	Federal Poverty Level
FQHC	Federally Qualified Health Center
FSP	Free Standing Psychiatric (facility)
GAAP	Generally Accepted Accounting Principles
GASB	Governmental Accounting Standards Board
GR	General Revenue
HCBS	Home and Community-Based Services
HHSC	Health and Human Services Commission
HIPAA	Health Insurance Portability and Accountability Act of 1996
HMIS	Homeless Management Information System
HUD	Housing and Urban Development
ICD-10	10 <sup>th</sup> revision of the International Statistical Classification of Diseases & Related Health Problems – medical classification used in billing for treatment of diseases including behavioral health diagnoses (see DSM-5)
ICM	Intensive Case Management
ICW	Inpatient Care Waitlist
IDD	Intellectual and Developmental Disabilities (old term is MR)
IGT	Intergovernmental Transfer
ILA	Interlocal Agreement
IMD	Institutions for Mental Disease
IOP	Intensive Outpatient Treatment (SUD-related, also see SOP)
JBCR	Jail Based Competency Restoration
LAR	Legislative Appropriations Request
LBB	Legislative Budget Board
LBHA	Local Behavioral Health Authority (NTBHA is the local authority for both mental health and substance use disorders in our counties - an LBHA, not an LMHA)
LCDC	Licensed Chemical Dependency Counselor
LCN	Local Case Number
LCSW	Licensed Clinical Social Worker
LGBTQIA+	Lesbian, Gay, Bisexual, Transsexual/Transgender, Queer/Questioning, Intersex, Asexual (inclusivity)
LMFT	Licensed Marriage and Family Therapist
LMHA	Local Mental Health Authority
LMSW	Licensed Master Social Worker
LOC	Level of Care (as identified through TRR process)
LPC	Licensed Professional Counselor
LPHA	Licensed Professional of the Healing Arts (LPC, LCDC, LCSW, LMSW, LMFT, etc.)

LSAP	Local Service Area Plan (replaced by CLSP)
LTSS	Long-Term Services and Support
MAT	Medication-Assisted Treatment
MCO	Managed Care Organization (Medicaid Plans – Amerigroup, Children's, Molina, Parkland, Superior)
MCOT	Mobile Crisis Outreach Team (ACS is NTBHA's contracted MCOT provider, offering telephonic triage & face-to-face screenings.)
MDD	Major Depressive Disorder
MDHA	Metro Dallas Homeless Alliance
MH	Mental Health
MHA	Mental Health America
MHFA	Mental Health First Aid training
MHRT	Mental Health Response Team
MIW	Mental Illness Warrant
MLR	Medical Loss Ratio
MOU	Memorandum of Understanding
MR	Mental Retardation (new term is IDD)
NADAC	National Average Drug Acquisition Cost (pharmacy pricing benchmark)
NAMI	National Alliance for the Mentally Ill
NARSAD	National Alliance for Research on Schizophrenia and Depression
NIMH	National Institute of Mental Health
NPMHP	Non-Physician Mental Health Professional
NTBHA	North Texas Behavioral Health Authority
NTSPP	North Texas Society of Psychiatric Physicians
OCR	Outpatient Competency Restoration
OIG	Office of Inspector General
ONDPC	Office of National Drug Control Policy
OPC	Order of Protective Custody
OSAR	Outreach, Screening, Assessment, and Referral (SUD program)
P&Ps	Policies and Procedures
PA	Pre-authorization
PAC	Provider Advisory Council
PAP	Pharmaceutical Assistance Program
PASRR	Pre-Admission Screening and Resident Review
PATS	Post-Acute Transitional Services
PBM	Pharmacy Benefit Manager
PCN	Performance Contract Notebook
PCAS	Protective Custody Approval Services (formerly known as SPA)
PCP	Person-Centered Planning
PDR	Physician Desk Reference
PE&O	Prevention, Education, and Outreach
PESC	Psychiatric Emergency Service Center (aka 23-Hour Observation aka PES)
PHI	Protected Health Information (related to HIPAA)
PIF	Penalty and Incentive Funds
PIGEON	NTBHA's Provider Integration Gathering Eligibility ONline System
PLAG	Psychiatrists Leadership and Advocacy Group
PLAN	People Living Active Now, a program of Jewish Family Service
PMPM	Per Member Per Month
PNAC	Planning and Network Advisory Committee (for NTBHA)
PSH	Permanent Supportive Housing
PTSD	Post-Traumatic Stress Disorder
QM	Quality Management
QMHP	Qualified Mental Health Professional (as determined by TAC standards)
RAP	Rapid Assessment and Prevention (offered by some providers)

RLSC	Regional Legislative Steering Committee
RFI	Request for Information
RFA	Request for Application
RFP	Request for Proposal
ROI	Return on Investment
ROSC	Recovery Oriented System of Care
SA	Substance Abuse (new term is SUD)
SAMHSA	Substance Abuse and Mental Health Services Administration
SCA	Single Case Agreement
SCHIP	State Children's Health Insurance Program (aka CHIP)
SDA	Service Delivery Area (the six counties NTBHA serves)
SED	Severe Emotional Disturbances (in children)
SFY21, SFY22	Texas State Fiscal Years. SFY21 began Sept. 1, 2020, and ended Aug. 31, 2021. SFY22 began Sept. 1, 2021.
SGA	Second Generation Atypical Antipsychotics (class of medication)
SIM	Sequential Intercept Model (source: SAMHSA, The Smart Justice Program)
SME	Subject Matter Expert
SMI	Serious Mental Illness (also see SPMI)
SNF	Skilled Nursing Facility
SNOP	Special Needs Offender Program
SNRI	Selective Norepinephrine Reuptake Inhibitor
SOP	Supportive Outpatient Treatment (stepdown from IOP)
SPA	Single Portal Authority (see acronym for PCAS)
SPMI	Serious & Persistent Mental Illness, alternately, Severe & Persistent Mental Illness (also see SMI)
SSRI	Selective Serotonin Reuptake Inhibitor
SUD	Substance Use Disorder (formerly known as Substance Abuse or Chemical Dependency)
TAC	Texas Administrative Code
TANF	Temporary Assistance for Needy Families
TCADA	Texas Commission on Alcohol and Drug Abuse
TBRA	Tenant-Based Rental Assistance
TCJD	Texas Criminal Justice Division
TCM	Targeted Case Management (coordination of care with the Collin County Jail)
TCOOMI	Texas Correctional Office on Offenders with Medical or Mental Impairments (aka TCOOMMI)
TDC	Texas Department of Corrections (now known as TDCJ)
TDCJ	Texas Department of Criminal Justice (formerly known as TDC)
TMACT	Tool for Measurement of Assertive Community Treatment
TJPC	Texas Juvenile Probation Commission
TLETS	Texas Law Enforcement Telecommunications System
TP 55	Type of Medicaid for medically needy clients whose increased medical bills make them eligible for Medicaid (not currently eligible for NorthSTAR)
TRR	Texas Resilience and Recovery (person-centered, recovery-oriented treatment model adopted by the State of Texas that moved away from a disease-focused model)
TSH	Terrell State Hospital
TWC	Texas Workforce Commission (agency legislated to absorb some of the former DARS program along with HHSC)
UA	Uniform Assessment (In TRR, the UA is the CANS for kiddos & the ANSA for adults.)
UC	Uncompensated Care
UM	Utilization Management
VA	Veterans Administration
WRAP	Wellness Recovery Action Plan (support program offered by Mental Health America, not treatment)
YES, Waiver Program	Youth Empowerment Services Waiver Program

**North Texas Behavioral Health Authority**  
**Statement of Revenue, Expenses and Changes in Net Position**  
 FY2025 All Combined Contracts MTD - JUN25

	<b>MH/SUD Authority</b>	<b>MH</b>	<b>SUD</b>	<b>Housing</b>	<b>Other</b>	<b>MTD Total</b>
<b>Revenue</b>						
Federal Revenue	59,666	579,749	918,699	0	0	1,558,114
State Revenue	(11,692)	10,040,926	132,657	26,306	0	10,188,197
Local Revenue	(272,735)	260,679	100,280	0	0	88,224
Match Revenue	0	65,182	0	0	0	65,182
IN KIND Revenue	0	383,737	0	0	0	383,737
Interest Income	0	0	0	0	46,451	46,451
<b>Total Revenue</b>	<b>(224,762)</b>	<b>11,330,273</b>	<b>1,151,636</b>	<b>26,306</b>	<b>46,451</b>	<b>12,329,904</b>
<b>Operating Expenses</b>						
Provider Payments	0	8,263,007	980,679	0	3,750	9,247,436
In-Kind Provider Payments	0	383,737	0	0	0	383,737
Personnel Expenses	405,879	379,249	104,036	6,478	461,425	1,357,067
Personnel Fringe Benefits	111,563	100,135	32,555	1,785	89,167	335,204
Travel Expense	3,058	5,864	1,304	0	3,757	13,984
Supplies Expense	2,107	17,990	3,591	0	231,591	255,278
Contractual Expense	27,793	236,070	173	0	65,316	329,352
Other Expense	15,178	139,552	12,079	25,980	229,967	422,756
Depreciation Expense	0	0	0	0	43,256	43,256
<b>Total Expenses</b>	<b>565,578</b>	<b>9,525,604</b>	<b>1,134,415</b>	<b>34,243</b>	<b>1,128,230</b>	<b>12,388,071</b>
<b>Admin Allocation</b>						
Admin Allocation	(790,340)	1,857,048	17,221	6,696	(1,090,624)	0
<b>Total Admin Allocation</b>	<b>(790,340)</b>	<b>1,857,048</b>	<b>17,221</b>	<b>6,696</b>	<b>(1,090,624)</b>	<b>0</b>
<b>Total</b>	<b>0</b>	<b>(52,379)</b>	<b>0</b>	<b>(14,633)</b>	<b>8,845</b>	<b>(58,167)</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>0</b>	<b>(52,379)</b>	<b>0</b>	<b>(14,633)</b>	<b>8,845</b>	<b>(58,167)</b>

**North Texas Behavioral Health Authority**  
**Statement of Revenue, Expenses and Changes in Net Position**  
FY2025 All Combined Contracts YTD JUN25

	<b>MH/SUD Authority</b>	<b>MH</b>	<b>SUD</b>	<b>Housing</b>	<b>Other</b>	<b>YTD Total</b>
<b>Revenue</b>						
Federal Revenue	59,666	19,829,894	11,862,831	0	508,782	32,261,173
State Revenue	7,818,030	64,117,897	1,102,966	305,374	0	73,344,267
Local Revenue	2,336,083	989,782	754,876	0	960,050	5,040,790
Match Revenue	0	594,818	0	0	0	594,818
IN KIND Revenue	0	6,298,922	0	0	0	6,298,922
Other Revenue	0	0	3,439	0	200,838	204,277
Interest Income	0	0	0	0	457,090	457,090
<b>Total Revenue</b>	<b>10,213,778</b>	<b>91,831,313</b>	<b>13,724,112</b>	<b>305,374</b>	<b>2,126,760</b>	<b>118,201,338</b>
<b>Operating Expenses</b>						
Provider Payments	0	70,769,582	12,182,708	0	1,157,889	84,110,179
In-Kind Provider Payments	0	6,298,922	0	0	0	6,298,922
Personnel Expenses	3,758,730	3,488,441	928,704	64,237	4,112,336	12,352,449
Personnel Fringe Benefits	1,016,432	890,658	291,105	17,137	1,038,189	3,253,521
Travel Expense	39,993	57,079	11,562	272	48,938	157,845
Supplies Expense	28,726	536,499	13,204	0	1,283,457	1,861,886
Contractual Expense	270,343	3,070,071	2,664	0	936,611	4,279,689
Other Expense	175,820	3,022,860	138,861	309,597	1,920,739	5,567,877
Depreciation Expense	0	0	0	0	384,252	384,252
<b>Total Expenses</b>	<b>5,290,044</b>	<b>88,134,113</b>	<b>13,568,808</b>	<b>391,243</b>	<b>10,882,412</b>	<b>118,266,620</b>
<b>Admin Allocation</b>						
Admin Allocation	4,923,734	4,105,006	155,305	35,945	(9,219,991)	0
<b>Total Admin Allocation</b>	<b>4,923,734</b>	<b>4,105,006</b>	<b>155,305</b>	<b>35,945</b>	<b>(9,219,991)</b>	<b>0</b>
<b>Total</b>	<b>0</b>	<b>(407,806)</b>	<b>0</b>	<b>(121,814)</b>	<b>464,338</b>	<b>(65,282)</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>0</b>	<b>(407,806)</b>	<b>0</b>	<b>(121,814)</b>	<b>464,338</b>	<b>(65,282)</b>

**North Texas Behavioral Health Authority**  
**FY2025 BOD Budget Variance Report**  
**June 30, 2025**

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actuals	Budget	Variance
Revenue						
Federal Revenue	1,558,114	3,715,484	(2,157,370)	32,261,173	37,154,836	(4,893,663)
State Revenue	10,188,197	7,946,800	2,241,397	73,344,267	79,467,998	(6,123,731)
Local Revenue	88,224	1,032,978	(944,754)	5,040,790	10,329,779	(5,288,989)
Match Revenue	65,182	639,473	(574,291)	594,818	6,394,728	(5,799,910)
IN KIND Revenue	383,737	-	383,737	6,298,922	-	6,298,922
Other Revenue		-	-	204,277	-	204,277
Interest Income	46,451	-	46,451	457,090	-	457,090
Total Revenue	12,329,904	13,334,734	(1,004,829)	118,201,338	133,347,340	(15,146,003)
Operating Expenses						
Direct Expenses						
Provider Payments	9,247,436	7,639,453	(1,607,983)	84,110,179	76,394,531	(7,715,648)
In-Kind Provider Payments	383,737	-	(383,737)	6,298,922	-	(6,298,922)
Personnel Expenses	1,357,067	1,426,132	69,065	12,352,449	14,261,321	1,908,872
Personnel Fringe Benefits	335,204	312,425	(22,779)	3,253,521	3,124,251	(129,270)
Travel Expense	13,984	26,383	12,399	157,845	263,830	105,985
Supplies Expense	255,278	97,704	(157,574)	1,861,886	977,039	(884,847)
Contractual Expense	329,352	3,070,797	2,741,445	4,279,689	30,707,969	26,428,280
Other Expense	422,756	743,322	320,566	5,567,877	7,433,216	1,865,339
Depreciation Expense	43,256	18,518	(24,738)	384,252	185,183	(199,069)
Total Operating Expenses	12,388,071	13,334,734	946,664	118,266,620	133,347,340	15,080,720
Net Surplus/(Deficit)	(58,167)	-	(58,167)	(65,282)	-	(65,282)

**North Texas Behavioral Health Authority**  
**Statement of Revenue, Expenses and Changes in Net Position**  
 FY2025 All Combined Contracts MTD - MAY25

	<b>MH/SUD Authority</b>	<b>MH</b>	<b>SUD</b>	<b>Housing</b>	<b>Other</b>	<b>MTD Total</b>
<b>Revenue</b>						
Federal Revenue	0	476,318	1,190,049	0	30,835	1,697,202
State Revenue	75,571	8,123,329	131,947	29,871	0	8,360,717
Local Revenue	1,325,845	(185,684)	210,812	0	0	1,350,972
Match Revenue	0	67,344	0	0	0	67,344
IN KIND Revenue	0	423,956	0	0	0	423,956
Other Revenue	0	0	3,439	0	0	3,439
Interest Income	0	0	0	0	36,753	36,753
<b>Total Revenue</b>	<b>1,401,416</b>	<b>8,905,262</b>	<b>1,536,247</b>	<b>29,871</b>	<b>67,588</b>	<b>11,940,383</b>
<b>Operating Expenses</b>						
Provider Payments	0	7,556,131	1,350,094	0	63,707	8,969,932
In-Kind Provider Payments	0	423,956	0	0	0	423,956
Personnel Expenses	399,295	354,011	103,864	6,478	513,917	1,377,565
Personnel Fringe Benefits	109,434	94,694	35,036	1,785	131,590	372,539
Travel Expense	19,052	1,698	1,177	0	11,037	32,964
Supplies Expense	1,394	2,498	242	0	175,809	179,943
Contractual Expense	32,546	227,668	467	0	81,705	342,386
Other Expense	12,317	215,013	25,270	26,460	168,592	447,653
Depreciation Expense	0	0	0	0	44,732	44,732
<b>Total Expenses</b>	<b>574,038</b>	<b>8,875,669</b>	<b>1,516,151</b>	<b>34,723</b>	<b>1,191,088</b>	<b>12,191,670</b>
<b>Admin Allocation</b>						
Admin Allocation	827,377	242,223	20,096	5,111	(1,094,807)	0
<b>Total Admin Allocation</b>	<b>827,377</b>	<b>242,223</b>	<b>20,096</b>	<b>5,111</b>	<b>(1,094,807)</b>	<b>0</b>
<b>Total</b>	<b>0</b>	<b>(212,631)</b>	<b>0</b>	<b>(9,962)</b>	<b>(28,693)</b>	<b>(251,287)</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>0</b>	<b>(212,631)</b>	<b>0</b>	<b>(9,962)</b>	<b>(28,693)</b>	<b>(251,287)</b>

**North Texas Behavioral Health Authority**  
**Statement of Revenue, Expenses and Changes in Net Position**  
 FY2025 All Combined Contracts YTD MAY25

	<b>MH/SUD Authority</b>	<b>MH</b>	<b>SUD</b>	<b>Housing</b>	<b>Other</b>	<b>YTD Total</b>
<b>Revenue</b>						
Federal Revenue	0	19,250,145	10,944,132	0	508,782	30,703,059
State Revenue	7,829,722	54,076,971	970,309	279,068	0	63,156,071
Local Revenue	2,608,818	729,102	654,596	0	960,050	4,952,567
Match Revenue	0	529,636	0	0	0	529,636
IN KIND Revenue	0	5,915,185	0	0	0	5,915,185
Other Revenue	0	0	3,439	0	200,838	204,277
Interest Income	0	0	0	0	410,639	410,639
<b>Total Revenue</b>	<b>10,438,540</b>	<b>80,501,040</b>	<b>12,572,476</b>	<b>279,068</b>	<b>2,080,309</b>	<b>105,871,434</b>
<b>Operating Expenses</b>						
Provider Payments	0	62,506,575	11,202,029	0	1,154,139	74,862,744
In-Kind Provider Payments	0	5,915,185	0	0	0	5,915,185
Personnel Expenses	3,352,851	3,109,192	824,668	57,759	3,650,911	10,995,381
Personnel Fringe Benefits	904,869	790,524	258,550	15,352	949,021	2,918,317
Travel Expense	36,934	51,215	10,259	272	45,181	143,861
Supplies Expense	26,619	518,508	9,614	0	1,051,867	1,606,608
Contractual Expense	242,550	2,834,001	2,491	0	871,295	3,950,337
Other Expense	160,642	2,883,308	126,782	283,616	1,690,772	5,145,121
Depreciation Expense	0	0	0	0	340,995	340,995
<b>Total Expenses</b>	<b>4,724,466</b>	<b>78,608,509</b>	<b>12,434,393</b>	<b>357,000</b>	<b>9,754,182</b>	<b>105,878,549</b>
<b>Admin Allocation</b>						
Admin Allocation	5,714,075	2,247,959	138,084	29,249	(8,129,366)	0
<b>Total Admin Allocation</b>	<b>5,714,075</b>	<b>2,247,959</b>	<b>138,084</b>	<b>29,249</b>	<b>(8,129,366)</b>	<b>0</b>
<b>Total</b>	<b>0</b>	<b>(355,427)</b>	<b>0</b>	<b>(107,181)</b>	<b>455,493</b>	<b>(7,115)</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>0</b>	<b>(355,427)</b>	<b>0</b>	<b>(107,181)</b>	<b>455,493</b>	<b>(7,115)</b>

**North Texas Behavioral Health Authority**  
**FY2025 BOD Budget Variance Report**  
**May 31, 2025**

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actuals	Budget	Variance
Revenue						
Federal Revenue	1,697,202	3,715,484	(2,018,282)	30,703,059	33,439,352	(2,736,293)
State Revenue	8,360,717	7,946,800	413,917	63,156,071	71,521,198	(8,365,127)
Local Revenue	1,350,972	1,032,978	317,994	4,952,567	9,296,801	(4,344,234)
Match Revenue	67,344	639,473	(572,129)	529,636	5,755,255	(5,225,619)
IN KIND Revenue	423,956	-	423,956	5,915,185	-	5,915,185
Other Revenue	3,439	-	3,439	204,277	-	204,277
Interest Income	36,753	-	36,753	410,639	-	410,639
Total Revenue	11,940,383	13,334,734	(1,394,351)	105,871,434	120,012,606	(14,141,172)
Operating Expenses						
Direct Expenses						
Provider Payments	8,969,932	7,639,453	(1,330,479)	74,862,744	68,755,078	(6,107,666)
In-Kind Provider Payments	423,956	-	(423,956)	5,915,185	-	(5,915,185)
Personnel Expenses	1,377,565	1,426,132	48,567	10,995,381	12,835,189	1,839,808
Personnel Fringe Benefits	372,539	312,425	(60,114)	2,918,317	2,811,826	(106,491)
Travel Expense	32,964	26,383	(6,581)	143,861	237,447	93,586
Supplies Expense	179,943	97,704	(82,239)	1,606,608	879,335	(727,273)
Contractual Expense	342,386	3,070,797	2,728,411	3,950,337	27,637,172	23,686,835
Other Expense	447,653	743,322	295,669	5,145,121	6,689,894	1,544,773
Depreciation Expense	44,732	18,518	(26,214)	340,995	166,665	(174,330)
Total Operating Expenses	12,191,670	13,334,734	1,143,064	105,878,549	120,012,606	14,134,057
Net Surplus/(Deficit)	(251,287)	-	(251,287)	(7,115)	-	(7,115)

**NTBHA Provider Network Meeting**

**July 25, 2025**

**10am**

**Teleconference: Microsoft Teams**

	Meeting Agenda
X	Meeting Summary

\*Agenda is subject to change

\*\*read.ai meeting notes, or iabot technology: These technology features are NOT allowed in this meeting.

Agenda Item	Presenter	Agenda Talking Points
Welcome & Introductions	Alvin Mott	Greetings
General Updates	Alvin Mott	<ul style="list-style-type: none"> <li>➤ Operational Changes notify NTBHA at <a href="mailto:provider.relations@ntbha.org">provider.relations@ntbha.org</a> or call Alvin Mott at 469-530-0246</li> <li>➤ Fiscal Year closeout</li> <li>➤ NTBHA Provider Manual <ul style="list-style-type: none"> <li>○ <a href="https://ntbha.org/providers/manuals-forms/">https://ntbha.org/providers/manuals-forms/</a></li> <li>○ Or request a pdf copy – email <a href="mailto:amott@ntbha.org">amott@ntbha.org</a></li> </ul> </li> <li>➤ FY26 CMHP and SUD contracts</li> </ul>
CMHP Updates	Alvin Mott	<ul style="list-style-type: none"> <li>➤ Encounter Submissions</li> </ul>
SUD Updates	Alvin Mott	<ul style="list-style-type: none"> <li>➤ MAT Providers: Annual Opioid Treatment Services (OTS) Patient Satisfaction Survey. <ul style="list-style-type: none"> <li>○ Opened June 16, 2025</li> <li>○ Close August 15, 2025</li> </ul> </li> <li>➤ Claim submissions – Review Denied Claims / Make corrections</li> <li>➤ Be Well, Texas: Funding Opportunities <ul style="list-style-type: none"> <li>○ <a href="https://bewelltexas.org/providers-professionals/funding-opportunities/">https://bewelltexas.org/providers-professionals/funding-opportunities/</a></li> </ul> </li> </ul>
Outpatient, Utilization and Evaluation Updates	Robert Johnson	<ul style="list-style-type: none"> <li>➤ Quick Reminders CMHPs: <ul style="list-style-type: none"> <li>○ When corrections are made to Uniform Assessment's; notify Robert Johnson at <a href="mailto:rjohnson@ntbha.org">rjohnson@ntbha.org</a></li> <li>○ Any UA submitted after the 15<sup>th</sup> of the month will show up in Served Not Assessed Performance Contract Measure and not count.</li> <li>○ Please return the RX/SNA/Medicaid/Error report each month.</li> </ul> </li> </ul>
Compliance / Quality Management	QM	<ul style="list-style-type: none"> <li>➤ Review Reminders</li> <li>➤ NTBHA new audit format: <ul style="list-style-type: none"> <li>○ 60-day Audit notice to provider with audit tool</li> <li>○ 30-day Pre-audit meeting with provider</li> <li>○ 7-day Post audit preliminary finding meeting with provider</li> <li>○ 14-day Final audit results to provider</li> </ul> </li> </ul>
Announcements	Alvin Mott	<ul style="list-style-type: none"> <li>➤ Please review the attachments to agenda</li> <li>➤ Next Meeting</li> </ul>
Questions From Providers	Open	
<p>Providers: NTBHA would like to highlight the good work you all are doing in the community. This is your opportunity to brag to the NTBHA board about the good work you are doing in the community. Please send your submission to <a href="mailto:Provider.Relations@NTBHA.org">Provider.Relations@NTBHA.org</a> by COB on the Monday following each provider meeting.</p>		
<p>**The Next Meeting: August 29, 2025, at 10am</p>		
<p>****Meeting notes are included in NTBHA Board Meeting Documents. You can access NTBHA Board Meeting Documents at: <a href="https://ntbha.org/meetings/board-of-directors/">https://ntbha.org/meetings/board-of-directors/</a></p>		

### Announcements / Resources

If any provider would like to announce any trainings or events please send information to [amott@ntbha.org](mailto:amott@ntbha.org)

## The Wounded Healer

A REFLECTIVE TRAINING  
ON THE TOPIC OF HEALING THROUGH BROKENNESS

with Dr. Jerry Taylor

M. Scott Peck once wrote that love is the extension of oneself for the spiritual growth of another. But what happens when the self that extends is hurting, grieving, uncertain? What if the very place from which we offer healing is also the place from which we are seeking it?

In this powerful, transformative session, we explore the paradox of the wounded healer: the idea that our own wounds, when acknowledged and embraced, can deepen our capacity to serve, to empathize, and to love.

DATE: FRIDAY, AUGUST 1<sup>ST</sup>  
TIME: 9:00 AM TO 1:00 P.M. — 2.5 HOURS OF CEUs  
LOCATION: APAA AT 2800 MARTIN LUTHER KING JR. BLVD.  
REGISTRATION: [CLICK HERE](#)  
CONTACT: [ACUNIN@OMAHANET.COM](mailto:ACUNIN@OMAHANET.COM)

#### We'll Explore:

- journaling, guided meditation, and deep listening as tools for transformation
- restorative practices that foster emotional honesty and inner peace
- how to remain present in others' suffering without losing yourself
- how our personal pain can become a gateway to wisdom
- the balance between compassion and self-sacrifice



Registration Link:

<https://www.eventbrite.com/e/ntbha-presents-the-wounded-healer-with-dr-jerry-taylor-tickets-1489613266379>

Region 10 Interagency Brown Bag event: October 23<sup>rd</sup> from 9am -12pm.

To sign up use link: <https://forms.gle/s8fKAzMEdfr2DkTS6>

Contact: Amy Reeves at [amy.reeves@region10.org](mailto:amy.reeves@region10.org)

What is this event:

Each year, Region 10 Education Service Centers host an Interagency Brown Bag Event. This event is designed for agencies to quickly (maybe 2 minutes) share about their organization with other agencies and educators throughout Region 10.

## Announcements / Resources



### Link to Register

<https://swift-solutions.us11.list-manage.com/track/click?u=1d6e084f87bb458c621352aa7&id=6039cf1848&e=76ae8c6194>



Below you will find a list of our upcoming MHFA/YMHFA Classes. Please feel free to share with staff and community members, these classes are free for Texas Residents. If you are interested in hosting a class for your organization, feel free to contact Amy Sanders directly.

### ***Amy Sanders***

Manager of MHFA Education and Outreach  
North Texas Behavioral Health Authority  
8111 LBJ Frwy | Suite 900 | Dallas, TX  
Direct 469-530-0574  
Cell 469-595-1211  
[mhfa@ntbha.org](mailto:mhfa@ntbha.org)



Want to Take a MHFA Class?

## Community Presentations Available



**OSAR is available to give free community presentations on a variety of substance related topics such as:**

- Fentanyl Awareness & Trends
- How To Administer Narcan
- Marijuana and Vaping
- Alcohol Awareness and the Body
- OSAR 101
- Kratom Awareness
- Marijuana Awareness
- Addiction and The Elderly
- Methamphetamine Awareness
- Co-Occurring Disorders
- Tobacco Awareness

If interested in a training for a group or agency, please contact Janet Buchanan at [jbuchanan@ntbha.org](mailto:jbuchanan@ntbha.org) or call 469-290-2101

Fentanyl Awareness and Nalaxone: August 6<sup>th</sup> 12:00pm; <https://www.eventbrite.com/e/fentanyl-awareness-and-naloxone-tickets-1458597708009?aff=oddtdtcreator>

Legal Does Not Mean Safe: August 20<sup>th</sup> 12:00pm; <https://www.eventbrite.com/e/legal-does-not-mean-safe-tickets-1458589363049?aff=oddtdtcreator>

Youth Vaping Trends: September 3<sup>rd</sup> 12:00pm; <https://www.eventbrite.com/e/youth-vaping-trends-tickets-1458605019879?aff=oddtdtcreator>

Technology Impact on Mental Health: September 17<sup>th</sup>; <https://www.eventbrite.com/e/technology-impact-on-mental-health-tickets-1458610205389?aff=oddtdtcreator>

## Quality Management Reminders to all Providers

**MH Providers: It is a requirement to complete financial assessments in PIGEON for all individuals in MH services, regardless of having Medicaid or other funding source.**

**Recovery Plans should be created & in effect before providing routine care services.**

**When you receive emails from QM, please acknowledge receipt of them.**

**SUD Providers: please make follow up calls for missed groups/sessions/appts.**

- . In-person signatures are required on financial eligibility, consents, recovery plans and reviews, discharge plans.
- We want to emphasize the importance of your documentation being timely and detailed for all provided services this includes all clinical documentation, progress notes, recovery planning, safety planning, appropriate discharge planning, documentation for outreach/missed appointments calls/call attempts
- Ensure accurate coding by properly justifying billed services to mitigate liability and prevent potential repayment of funds
- Review Treatment Plans prior to requesting authorization for continuation of services.
- A correlating progress note must be documented when completing an ANSA/CANS assessment, whether conducted face-to-face or via telehealth. If a deviation is being requested, this progress note must include in detail the discussion you have with the individual and/or LAR, that explains the reason for deviation, and the information provided for them to be informed and aware of the services they are declining if deviating by choice to a lower level of care.
- When OSAR sends you a referral for SUD and/or MH services, please respond to their emails acknowledging that it has been received so they know you are contacting the individuals.
- MH Providers: When you receive email communication from NTBHA concerning correcting authorizations (ANSA/CANS) and related clinical information requests, please respond to the identified NTBHA staff within 3 business days when issues have been corrected. We are identifying staff with ongoing concerns and moving forward we may request corrective actions if we do not see improvements. We highly recommend that you meet one on one with these staff to address the ongoing documentation concerns/errors.
- MH Providers: When you receive email communication from NTBHA concerning the RX/SNA/Medicaid/Error Report, please respond to the identified NTBHA staff within 10 calendar days of the email with all corrections.
- When you receive emails from QM, please acknowledge receipt of them.
- When records are requested from QM, please ensure they are complete records. This will prevent back and forth communication regarding records and/or follow-up questions if information is missing and we are trying to get the full picture.
- Please type all incident reports so we can easily read them. If you do not have the fillable version from us, let us know so we can send it to you.
- A reminder that death report forms, death incident reports & preliminary death reviews should be submitted to NTBHA QM within 24 business hours of your agency being informed of the death. Administrative and Clinical death reviews should be submitted to NTBHA QM as soon as completed.
- Please make sure that all submitted documents are legible, signed and dated as required.

- MH Providers: if you provide ACT services but are at capacity, please ensure you are referring individuals who score into ACT, to another provider who can serve them at this LOC.
- MH Providers: please ensure that individuals who are returning after a MH or SUD hospitalization are being reassessed to determine if a higher level of care is needed. You do not have to wait to do this. If you are getting a new individual after they have been hospitalized, please ensure that their ANSA is being scored correctly to determine if a higher level of care is needed based on the recent crisis.
- NTBHA QM conducts mystery calls on a rotating basis each quarter with an emphasis on access to care.

1. Voicemail messages for individuals seeking services should be called back within 2 business days.
2. Each caller should be assessed for SI/HI or other crisis and then connected immediately to services if they indicate needing urgent/emergent care. You may utilize the NTBHA 24/7 Crisis line and the NTBHA Care Coordinators, if needed.
3. Inform callers of the NTBHA program and ensure it is presented accurately & inform them of what documents they need to bring with them to first appt. A friendly reminder not to refer to NTBHA as insurance.

- Please keep up with all your staff's required training and continue consistent supervision of your staff and reviewing if they have completed trainings and the quality of their documentation. We understand everyone is busy, but we want to emphasize consistent supervision always helps staff feel educated and supported and helps continuous quality improvement.
- We thank all our providers for turning in all your monthly reports, incidents, and death reviews timely to us. As you all know we have deadlines at our end, and we appreciate your diligence.

**We thank you all for all your hard work. If you all have any questions, please feel free to email  
**QM@NTBHA.ORG****

## **ANSA/CANS/SARS Expectations**

- ANSA/CANS be uploaded to CMBHS within 14 calendar days of date of service.
- Observation emails responses within 3 business days
- SAR must be submitted within 3 business days of the begin service date. Request submitted outside of the 3 business days of completion must be accompanied with written justification for delay of submission and will be considered by the NTBHA QM/UM Department and authorized accordingly

**If you have any questions, feel free to contact:**

Robert Johnson, Director of Outpatient, Utilization and Evaluation  
**[Rjohnson@ntbha.org](mailto:Rjohnson@ntbha.org)**

## SUD Service Authorization Request (SAR)

Service Authorization Requests (SAR) are submitted by the provider once the individual's Financial, Residential, and Diagnosis Eligibility has been verified to determine the service package to be provided.

Service Packages	Typical Amount Requested	MAX Amount in CMBHS
Residential Detoxification	5 units	NA
Ambulatory Detox	5 units	NA
Adult Intensive Residential	28 units	180 units
Adult Outpatient	100 units	180 units
OST/OTS	365 units	NA
OBOT	365 units	NA
Youth Intensive Residential	60 units	180 units
Youth Outpatient	100 units	180 units
Adult W&C, Intensive Residential	45 units	180 units
Adult SF Intensive Residential	45 units	180 units
Adult SF Outpatient	100 units	NA
COPSD	90 units	NA

*Units = Days*

Service packages can be authorized up to the allowable Service Package Amount or the SAR as long as an appropriate narrative is provided for the Authorizer to approve.

Clinicians should take the information gathered through screening and assessment to document the individual's need for service that address the DSM criteria. The narrative should include:

1. Basis for the DSM SUD Diagnosis: Description of how the client meets diagnosis criteria
2. Impairments related to the SUD: Description of life areas most severely affected by the substance use
3. Corresponding level of care: what is indicated based on diagnosis and severity of impairments that will meet the individual's needs

**SYMPTOMS OF SUD  
+ BEHAVIOR  
+ IMPAIRMENT**

**SAR**

### Recommended Format for SAR Submission:

"(Name) meets criteria for (DSM-5 SUD diagnosis) as evidenced by (\_\_\_\_). Severity is (mild, moderate, severe) and meets (number of DSM-5 criteria for SUD diagnosis) of the criteria. Currently, (Name), endorses the following symptoms (criteria). (Name) has had a pattern of problematic use over/within the last (duration of use) as evidenced by (\_\_\_\_).

(Name) meets medical necessity based on the above diagnosis and significant impairment in dimensions (numbers with most severe risk ratings) of the ASAM Criteria as evidenced by (\_\_\_\_). Due to (Name)'s (symptoms of SUD), (behaviors) resulting in (impairment). (Name) is most appropriate for (level of care) and will need (services that will address (Name)'s problems)."

## Helpful Hints for CMBHS Deviations

- 1) Please provide clinical information such as symptoms and manifested behaviors for deviation request
- 2) Symptoms are observable/reportable-such as crying, rapid speech, auditory/visual hallucinations
- 3) Examples of possible manifested behaviors-loss of job, divorce, eviction, abuse
- 4) Clarification-Statements like-Symptoms include depression and anxiety-are not accurate. Depression and anxiety are classifications not symptoms.
- 5) A second Deviation request to a higher LOC will require information concerning hours of service if the previous service hours did not meet TRR guidelines.

For a request for a lower LOC:

*(Name) calculated to LOC-\_\_\_\_ and have requested a lower LOC. (Name) has been informed of the service array in the calculated LOC and the service array in the lower LOC and has chosen the lower LOC. By signing the Recovery Plan they understand the service array that they will receive.*

For a deviation into a higher LOC:

*(Name) has calculated to LOC-\_\_\_\_. Due to current symptoms-\_\_\_\_,\_\_\_\_,\_\_\_\_, and manifested behaviors-\_\_\_\_,\_\_\_\_,\_\_\_\_ a higher level of care to LOC-\_\_\_\_ is clinically indicated.*

**If you have any questions, feel free to contact:**

Robert Johnson, Director of Outpatient, Utilization and Evaluation  
[Rjohnson@ntbha.org](mailto:Rjohnson@ntbha.org)

## Documents / Deliverables to Submit to NTBHA

\*\*\*If any documents are needed please contact Alvin Mott at [amott@ntbha.org](mailto:amott@ntbha.org)

\*\*\*\* When submitting documents to NTBHA All Emails should have the following in the Subject Line:

[(Provider Name); FY & Month; and name of Report]

Example: NTBHA FY21 March CMBHS Security and Attestation Form

### Documents To Submit to NTBHA:

- **Confidential Incident Report and Death Reviews (CMHP & SUD)**
  - This report is to be turned as needed when an incident happens to [QM@ntbha.org](mailto:QM@ntbha.org)
  - Death reports and reviews must be submitted within 24 hours of being informed of death
- **Monthly QM Incident Report (CMHP & SUD)**
  - This report needs to be turned in monthly by the 5<sup>th</sup> business day of the following month reporting.
  - Submit form to [QM@ntbha.org](mailto:QM@ntbha.org)
- **HHSC Substance Intervention and Treatment Programs (SITP) Call & Other Agency Attendance Report (SUD)**
  - This report is to be submitted to [QM@ntbha.org](mailto:QM@ntbha.org) by the 5<sup>th</sup> business day following the month reporting.
- **RSS Providers:**
  - RSS Performance Measure Report
    - Due by the 10<sup>th</sup> day of the following month reporting.
    - Submit to [amott@ntbha.org](mailto:amott@ntbha.org)
  - RSS Invoice Report
    - Due by the 5<sup>th</sup> day of the following month reporting.
    - Document should be sent monthly to the following: (Accounts Payable) [ap@ntbha.org](mailto:ap@ntbha.org); (Provider Relations) [provider.relations@ntbha.org](mailto:provider.relations@ntbha.org)
- **YES Wavier Inquiry List (YES Waiver)**
- **NTBHA Inquiry Data (CMHP)**
- **Form LL – Consumer Complaint Reporting (CMHP)**
- **Encounter Data (CMHP)**

### Administrative Task Per SOW for SUD Providers:

- **Provider Daily Capacity Report**
  - **Providers are to enter daily capacity via CMBHS.**
  - Providers will report daily available capacity, Monday through Friday, by 10:00 a.m. Central Standard Time. Saturday and Sunday capacity management reports will be submitted Monday, by 10:00 a.m., Central Standard Time for the following services.
    - a. residential detoxification;
    - b. intensive residential
  - Providers will report the previous day's attendance in the daily capacity management report the next day, Monday through Friday, by 10:00 a.m. Central Time. i.e., Monday's daily attendance will be reported on Tuesday and Friday's attendance will be reported on the following Monday for the following services:
    - a. ambulatory detoxification; or
    - b. outpatient treatment.

### **NTBHA SUD Providers: HHSC and/or NTBHA Held Meetings**

\*\*If a password is given for a call; Providers need to email the Password to the appropriate NTBHA department and/or HHSC staff as requested.

#### **NTBHA Meetings and/or Calls:**

- NTBHA Monthly Provider Network / Provider Advisory Council Meeting
  - Last Friday of every month. 10 am – 11:30 am
  - Meeting (normally in person; currently call-in or video conferencing format)
  - Contact Alvin Mott, Director, Provider Relations at [amott@ntbha.org](mailto:amott@ntbha.org) for any questions
- NTBHA OSAR Quarterly Call
  - 3<sup>rd</sup> Friday of the following Months at 1pm: November; February; May; August
  - Contact Person: Janet Cowan, NTBHA OSAR Director; [jcowan@ntbha.org](mailto:jcowan@ntbha.org) or [osar@ntbha.org](mailto:osar@ntbha.org)
- NTBHA Physician Leadership Advisory Group (PLAG)
  - 1<sup>st</sup> Wednesday of every Month at 8:30 am
  - Contact: Matt Roberts, Chief Operations Officer at [mroberts@ntbha.org](mailto:mroberts@ntbha.org)

**HHSC SUD Meetings and/or Calls:** (For all HHSC Calls NTBHA Providers follow HHSC guidance and if a password is provided, email the password to [QM@ntbha.org](mailto:QM@ntbha.org) at the conclusion of the call or within 12hrs). If no password is given, NTBHA providers still need to email [QM@ntbha.org](mailto:QM@ntbha.org) with a one liner stating that someone from your organization was on the call.

- HHSC/SITP
  - TRA Adult:
    - Residential Services with attached Outpatient
    - Quarterly
  - TRF - CCC:
    - 1<sup>st</sup> Wednesday every other month
  - TRA & TRF Combined:
    - Every other month; 3<sup>rd</sup> Monday at 10am
  - TCO/COPSD:
    - Bi-Monthly (Every other Month) Oct, Dec, Feb, Apr., June, Aug. (Usually 3<sup>rd</sup> Mon.)
  - TRY:
    - Every other Month starting September 2022, 4<sup>th</sup> Thursday, at 10am
  - HHSC Waitlist/Capacity Call:
    - Quarterly 4<sup>th</sup> Wednesday at 10am (September, December, March & June)

#### **Texas Targeted Opioid Response Calls:**

- TTOR/OBOT Providers:
  - 2<sup>nd</sup> Monday of every Month at 9 am
- TTOR/OTS/MAT Providers:
  - 2<sup>nd</sup> Friday of every Month at 9 am
- Monthly GPRA TA Webinar:
  - 3<sup>rd</sup> Tuesday of every month at 11:30am

#### **CMBHS**

- CMBHS: [cmbhstrainingteam@hhs.texas.gov](mailto:cmbhstrainingteam@hhs.texas.gov)
  - Monthly call alternating topic of SUD and MH; 2<sup>nd</sup> Tuesday at 10 am
  - Contact cmbhstraining team to receive link to register

### **Training Opportunities**

Training Site	Link	Notes
<b>HHSC – Texas Health Steps</b>	<a href="http://Texas Health Steps (txhealthsteps.com)">Texas Health Steps (txhealthsteps.com)</a>	Various topics and levels of MI trainings. Links to other state

Training Site	Link	Notes
		approved sites with free trainings. Medicaid Eligibility training.
<b>Cardea Training Center</b>	<a href="http://CardeaTrainingCenter.matrixlms.com">Cardea Training Center (matrixlms.com)</a>	Various topics to include a specific focus on MI methods with adolescents
<b>Addiction Technology Transfer Center (ATTC)</b>	<a href="http://Training and Events Calendar   Addiction Technology Transfer Center (ATTC) Network (attcnetwork.org)">Training and Events Calendar   Addiction Technology Transfer Center (ATTC) Network (attcnetwork.org)</a>	Various topics specific to addiction and recovery
<b>Centralized Training</b>	<a href="http://Centralized Training: Log in to the site">Centralized Training: Log in to the site</a>	Various topics: ANSA/CANS; Abuse, Neglect, etc.
<b>HHSC</b>	<a href="http://Texas DSHS HIV/STD Program - Training - Motivational Interviewing">Texas DSHS HIV/STD Program - Training - Motivational Interviewing</a>	Specific to MI, HIV, STD's
<b>International Society of Substance Use Professionals</b>	<a href="http://Motivational Interviewing Course Recordings   International Society of Substance Use Professionals (issup.net)">Motivational Interviewing Course Recordings   International Society of Substance Use Professionals (issup.net)</a>	Specific to addition and recovery
<b>HHSC – Behavioral Health Awareness</b>	<a href="http://Behavioral Health Awareness (uthscsa.edu)">Behavioral Health Awareness (uthscsa.edu)</a>	Each module in this series addresses a different mental or behavioral health topic and provides information about symptoms, treatment, recovery, and more
<b>The Association for Addiction Professionals</b>	<a href="http://Home (naadac.org)">Home (naadac.org)</a>	Various Topics for Substance abuse and recovery
<b>HHS</b>	<a href="http://Texas DSHS HIV/STD Program">Texas DSHS HIV/STD Program</a>	
<b>UT Health San Antonio Project ECHO</b>	<a href="https://wp.uthscsa.edu/echo/echo-programs/">https://wp.uthscsa.edu/echo/echo-programs/</a>	ECHO® is a model for learning and guided practice that uses education to exponentially increase workforce capacity to improve access to best-practice care and reduce health disparities in communities, including rural, remote, and underserved settings.
<b>HHSC YES Wavier Training</b>	<a href="https://yeswaivertraining.uthscsa.edu/">https://yeswaivertraining.uthscsa.edu/</a>	The Youth Empowerment Services Waiver is a 1915(c) Medicaid program that helps children and youth with serious mental, emotional and behavioral difficulties.



**Physician Leadership Advisory Group (PLAG)**  
**Meeting Notes**  
**August 6, 2025**

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**Attendees:** Drs. Sejal Mehta, Asif Rashid, Rakesh Chadalavada, John Bennett, Patrick Young, Toni Hughes, Tomeka Starling, Morgan Medlock and Judith Hunter. **NTBHA Staff:** Matt Roberts, Jessica Martinez, David Kemp, Robert Johnson, Jacqueline Baclawski, Caitlyn Traylor. **IPM Staff:** Melissa Hawkins, Jaspreet Singh.

1. Dr. Bennett **called the meeting to order** at 8:15

**2. Routine Updates**

a. State Hospital Update

- Dr. Chadalavada reported that the new hospital construction has experienced delays due to the excessive rain this summer.
- Other numbers are generally steady.
- Jessica Martinez reported that the diversion project at the state hospital is prepared to move forward and is awaiting signature on the underlying MOU.

b. Pharmacy Highlights (IPM representative)

- Melissa Hawkins reported that pharmacy utilization was in line with recent months.
- One precipitous drop did appear in PAP LAI reporting. Since those medications are now labeled for each individual and going directly to clinics instead of the pharmacies, the data is not being loaded into med data.

**3. New Business**

- a. No new business for this meeting.

**4. Old Business**

- a. NTBHA reported that the Formulary was reviewed in July and no changes were made.
- b. Dr. Bennett asked if NTBHA was still looking for a contractor to provide EKG services on a per order basis. Matt Roberts responded yes.
- c. Dr. Bennett asked about Glycopyrrolate. IPM will provide NTHA a cost comparison.
- d. Dr. Bennett asked about Iurasidone. NTHBA responded that the medication is not on the formulary, but Prior Authorization requests are approved.

- e. Dr. Methta asked if any provider was using or considering Ketamine and TMS treatments. Dr. Hunter responded that they may have a future interest in those services.

**5. Adjournment at 8:37**

Next Meeting: September 3, 2025



## NTBHA Planning and Network Advisory Committee (PNAC)

### Minutes for the August 5, 2025, Meeting

**PNAC Members Attending:** David Gutierrez and Dr. David Woody III

**NTBHA Staff:** Robert Johnson, Sylvia Orozco-Joseph, David Kemp, Priscilla Valdez, Maricela Rubio, and Dr. Walter Taylor

**Guests:** Richard Michael, Jason Lancaster, Ollie Kerr, Sheila Weller, and Rose Edwards (all thinking about applying to join the PNAC)

Call to Order and Introductions at 10:35 am by Dr. Walter Taylor, Chief Strategy Officer  
There **was not** a quorum.

No one signed up for public comment.

#### **Quality & Evaluation (Continuous Quality Improvement)**

Priscilla Valdez, Compliance Manager, gave an update on the Continuous Quality Improvement efforts. QM is reviewing and revamping the audit processes to strengthen them going forward.

#### **Trauma-Informed Care Update**

Robert Johnson, Director of Outpatient, Utilization, and Evaluation, gave an overview of NTBHA's Trauma-Informed Care efforts and resources. Robert shared resources focused on those affected by the flood in the Hill Country. He also shared training opportunities for the months of August and September 2025.

#### **PNAC Recommendations**

Dr. Taylor reviewed the PNAC Recommendation Form. During the discussion, the PNAC requested and recommended that NTBHA staff bring forward training for the PNAC regarding education *about*, and services and resources *for* women experiencing postpartum depression.



### **NTBHA Update**

Dr. Taylor and Sylvia Orozco-Joseph, External Affairs Specialist, highlighted an upcoming conference (Hispanic Mental Health Conference—September 19, 2025) and a training opportunity (Triumph Over Trauma—October 24, 2025). Sylvia and Janie have been recruiting new PNAC members in the outlying counties.

### **Legislative Update**

No update currently.

**Announcements:** No additional announcements

### **Adjournment**

Dr. Taylor thanked the committee and adjourned the PNAC meeting at 11:45 am.

Next PNAC meeting: October 7, 2025



# Report on 89<sup>th</sup> Texas Legislature

*This document is intended for informational purposes only and is not intended to indicate a position for or against any legislation. If you have questions, please contact at [jmetzinger@ntbha.org](mailto:jmetzinger@ntbha.org)*

## STATE BUDGET BILLS

[SB 1](#)-Huffman-General Appropriations Act

Current Status: Signed by Governor Abbott June 22. Effective September 1, 2025.

LINE ITEMS	FY 2024	FY 2025	CONF-2026	CONF-2027
<b>Article II-Goal D</b> <i>Additional Health-Related Services</i>				
D.2.1 <i>Community MH Services</i>	\$729,936,455	\$727,436,455	728,489,068	725,989,068
<i>Adults *</i>	\$451,244,249	\$451,244,249		
<i>Children *</i>	\$110,629,159	\$110,629,159		
<i>Crisis *</i>	\$168,063,047	\$165,563,047		
D.2.2 <i>Substance Use Services</i>	\$276,979,144	\$277,091,747	250,036,582	250,036,582
D.2.3 <i>BH Waivers</i>	\$33,264,695	\$32,812,995	40,572,650	41,022,753
D.2.4 <i>Comm. MH Grants</i>	\$106,500,000	\$106,500,000	117,762,133	117,762,133
D.2.5 <i>Comm. BH Administration</i>	\$54,524,689	\$54,878,168	78,375,788	73,375,658
<b>Article II-Goal G</b> <i>Facilities</i>				
G.2.1 <i>MH State Hospitals</i>	\$583,996,279	\$583,996,279	752,138,368	840,443,864
G.2.2 <i>MH Comm. Hospitals</i>	\$321,209,485	\$311,207,368	367,164,315	414,912,251
G.4.1 <i>Facility Program Support</i>	\$14,023,745	\$14,023,745	\$14,729,109	\$14,744,010
G.4.2 <i>Facility Capital Repairs &amp; Renovation</i>	\$91,588,373	\$20,739,918	19,055,820	18,986,193

### Comparison of Article II Appropriations

88 <sup>th</sup> Texas Legislature 2024-2025 Biennium	89 <sup>th</sup> Texas Legislature 2026-2027 Biennium	Increase in Appropriations Over Last Biennium
\$4,553,131,392	\$5,093,972,786	\$540,841,394

### Comparison of Total Behavioral Health Appropriations Across All Budget Articles

88 <sup>th</sup> Texas Legislature 2024-2025 Biennium	89 <sup>th</sup> Texas Legislature 2026-2027 Biennium	Increase in Appropriations Over Last Biennium
\$9,409,810,805	\$10,413,356,601	\$1,003,545,796

Sources:

Article X, Section 10.04-Statewide Behavioral Health Strategic Plan Coordinated Expenditures  
88<sup>th</sup> Legislature: pages 950-951:

[https://www.lbb.texas.gov/Documents/GAA/General\\_Appropriations\\_Act\\_2024\\_2025.pdf](https://www.lbb.texas.gov/Documents/GAA/General_Appropriations_Act_2024_2025.pdf)

89<sup>th</sup> Legislature:

Article II-Health and Human Services page 162.

Article X pages 950-951

[https://www.lbb.texas.gov/Documents/Appropriations\\_Bills/89/Conference\\_Bills/Conf\\_CCR\\_GAB\\_89R.pdf](https://www.lbb.texas.gov/Documents/Appropriations_Bills/89/Conference_Bills/Conf_CCR_GAB_89R.pdf)

**HB 500**-Bonnen-Supplemental Appropriations—Texas Health and Human Services Commission (HHSC).  
Supplemental Appropriations Targeted for NTBHA Region:

HB 500-Section	Amount	Purpose
2.04 (a) (3)	\$101,890,000	<b>Dallas State Hospital</b> G.4.2-Facility Capital Repair and Renovation Additional construction funding for the 200-bed adult unit at the new state hospital in Dallas, Texas with at least <u>75 percent</u> of the beds to be used for forensic purposes.
2.04 (a) (11)	\$537,000,000	<b>Terrell State Hospital</b> G.4.2-Facility Capital Repairs and Renovation To construct <u>275</u> bed <del>(250 bed)</del> replacement campus including: <ul style="list-style-type: none"><li>• 50 maximum security beds,</li><li>• <u>150</u> <del>(140)</del> forensic beds,</li><li>• <u>50</u> <del>(35)</del> adolescent beds,</li><li>• 25 civil beds.</li></ul>
2.09	\$900,000	<b>Terrell State Hospital</b> G.4.2-Facility Capital Repairs and Renovation-For fencing.
5.05	\$104,000,000	<b>Juvenile Justice Department Facility Completion</b> <ul style="list-style-type: none"><li>• To serve youth with acute mental health needs, highly aggressive or violent behavior and female youth.</li><li>• Amends HB 1 of the 88<sup>th</sup> Legislature to read: “it is the intent of the legislature that these new facilities be located in <u>Ellis County</u> and <u>Brazoria County</u>...”</li></ul>

Current Status: Passed House and Senate. Signed by Governor Abbott. Effective September 1, 2025.

Yellow highlighting on the following pages indicates legislation that directly relates to Local Behavioral Health Authorities, Local Mental Health Authorities or Certified Community Behavioral Health Clinics.

## HOUSE BILLS

HB 18-VanDeaver-Rural Health Stabilization and Innovation Act.

Establishes programs and services for health care in rural counties.

Section 2-Requires HHSC to develop and implement a strategic plan to ensure that rural Texans have access to hospital services using at least one of the following methods:

- Enhanced cost reimbursement for hospitals participating in Medicaid managed care and a supplemental payment program for rural hospitals.
- Hospital rate enhancement for rural hospitals.
- Reduction in punitive actions under Medicaid and an enhancement of merit-based programs for rural hospitals.
- Reduction of state regulatory-related costs.
- Establishment of a minimum fee schedule for Medicaid managed care organizations (MCOs), based on federal rules by the Center for Medicare and Medicaid Services.

Section 3-Requires HHSC:

- To develop a rural hospital financial needs assessment and financial vulnerability index to quantify the hospital's ability to:
  - Maintain current patient services
  - Meet hospital's financial obligations and
  - Remain operational.
- Establishes a State Office of Rural Hospital Finance to provide technical assistance to rural hospitals.
- Establishes a Texas Rural Hospital Officers Academy.

Section 4-Establishes grant programs for rural hospitals, hospital districts and hospital authorities:

- Financial Stabilization Grant Program
- Emergency Hardship Grant Program
- Innovation Grant Program
- Rural Hospital Support Gant Program
- General Grant Program

Section 5-Directs HHSC to develop and calculate an add-on reimbursement rate for rural hospitals that have obstetrics and gynecology departments.

Section 6-Defines Rural Health Clinic and Rural Hospital.

Section 7-Establishes a Pediatric Tele-Connectivity Resource Program for Rural Texas,

Section 8-Specifies use of program grants.

Section 9-Defines grant recipient selection procedures.

Section 10-Requires a biennial report by December 1 of even-numbered years.

Section 11-Amends Texas Health and Safety Code to reflect Federal of Code Regulations chapter 42, Section 491.2.

Section 12-Amends Texas Health and Safety Code 113 to add a subchapter on Rural Pediatric Mental Health Care Access Program for Rural Hospitals and Rural Clinics, using the Texas Child Mental Health Consortium.

Section 13-Requires the Texas Child Mental Health Consortium to make a biennial report on its activities including rural hospitals and rural health clinics.

Section 14-repeals Texas Government Codes 548.0351 (1) and 548.0356.

HB 18-continued

Section 15-Authorizes HHSC to seek any necessary federal waivers to implement HB 18.

Section 16-Directs HHSC to contract with institutions of higher education to administer the Texas Rural Hospital Officers Academy.

Current Status: Passed House and Senate. Signed by Governor Abbott June 20. Effective immediately.

HB 109-Rose-Amends Texas Health and Safety Code 551.007 to allow construction, expansion, or operation of inpatient mental health facilities for residential treatment for juveniles in state custody.

Companion/Similar: SB 2583-Kolkhorst

Current Status: Passed House and Senate. Signed by Governor Abbott. Effective September 1, 2025.

HB 114-Cortez-Transfers current veteran-related grants and programs from HHSC to the Texas Veterans Commission, including:

- Mental Health Program for Veterans.
- Texas Veterans and Family Alliance Grant Program.
- Veteran Suicide Prevention Action Plan,

Current Status: HB 114 Passed House and Senate. Signed by Governor. Effective September 1, 2025.

HB 171-Guillen-The Anell Borrego Act-Amends Texas Health and Safety Code regarding the certificate of medical examination for chemical dependency and the duration of court-ordered treatment.

Section 3 amends Section 462.064 (c) Adds a physician's opinion stating that the person's likelihood to harm self, others, or to continue to suffer abnormal mental, emotional, or physical distress and to deteriorate in ability to function independently if not treated, and to make rational and informed choice regarding treatment is as a result of the proposed patient's chemical dependency.

Sections 4, 5, and 7 amend Sections 462.069 (a), 462.075(f), and 462.081 (a) and (b), respectively, to designate Texas Health and Human Services Commission (HHSC) to approve treatment facilities for court commitments.

Section 6 amends 462.080(b) to allow the facility administrator to discharge the patient before the expiration of the period in the court order if the treating physician determines the patient no longer meets criteria for court-ordered treatment.

Section 7-Amends 462.081(a) and (d) to allow a misdemeanor court judge to remand a defendant to a treatment facility approved by the commission for at least 30 days but not more than 90 days instead of incarceration or fine if the defendant

- Has been found guilty of a Class A or B misdemeanor
- The court finds that the offense related to or resulted from the defendant's chemical dependency.
- An HHSC-approved treatment facility is available and
- The HHSC-approved treatment facility agrees to admit the defendant.

## HB 171-continued

A juvenile court may remand a child to treatment for at least 30 days but not more than 90 days if:

- The court finds that the child has engaged in delinquent conduct or conduct indicating a need for supervision and
- The conduct resulted from or was related to the child's chemical dependency.
- A facility approved by HHSC to accept court commitments is available to treat the child and
- The HHSC-approved facility agrees in writing to receive the child.

Section 8-Provisions of this bill apply only after the effective date.

Section 9-Effective date is September 1 if signed by the Governor.

Current Status: Passed House and Senate. Signed by Governor Abbott. Effective September 1, 2025.

HB 1593-Campos-Establishes advisory committee to study the need for suicide prevention and peer support in fire departments in Texas. Companion SB 1131-Middleton

- The Advisory Committee shall be composed of fire fighters, fire chiefs, licensed mental health professionals, a representative of the Texas A&M Engineering Extension Service, and the Executive Director of the Texas Commission on Fire Protection.
- Requires the advisory committee to prepare a report, by September 1, 2026, to the Governor and the Legislature including an overview of peer support in fire departments and recommendations on:
  - Possible licensing requirements and confidentiality concerns.
  - Recommendations for the need for legislation.
  - Whether to encourage local governments to develop suicide prevention and peer support groups in fire departments.
  - Specific programs to be implemented

Current Status: Passed House and Senate. Signed by Governor Abbott. Effective September 1, 2025.

HB 1620-Leach-Non-substantive additions and / revisions **LBHA / LMHA** statutes.

Companion: SB 2375-N. Johnson

Current Status: HB 1620 Passed House and Senate, Sent to Governor on May 16. Effective September 1.

HB 1965-J. Garcia-Directs Texas Veterans Commission to study mental health services to evaluate:

- Strategies to improve and expand mental health services provided by the Military Veteran Peer Network,
- Recommendations on expanding the number of certified peer service coordinators who provide mental health services to members of the armed forces, veterans, and their families.
- The study must include a section on certified peer service coordinators in rural communities. Report due December 1, 2026.

Current Status: Passed House and Senate. Signed by Governor Abbott. Effective June 20, 2025.

HB 2035-Oliverson-Amends Texas Health and Safety Code 462.022 to require a chemical dependency treatment facility that refuses to admit a minor for voluntary treatment and rehabilitation shall inform the parent, managing conservator or guardian of the right to seek treatment at another facility.

Current Status: Passed House and Senate. Signed by Governor Abbott. Effective September 1, 2025.

[HB 4783](#)-VanDeaver-Directs HHSC to prepare a biennial report on opioid antagonist programs for opioid overdose reversal and prevention to include:

- A needs assessment established by state agencies and institutions of higher education.
- Establish a statewide saturation goal, including data sources and methodology to estimate current supply insufficiencies.
- A communication plan to address opioid overdoses in areas of Texas at higher risk for increased numbers of overdoses.
- A description of all state and federal money appropriated for the program.
- List and describe all available state and federally funded purchase and distribution programs for opioid antagonists.
- Establish distribution strategies.
- Make recommendations for improvement for addressing opioid overdoses among high-risk populations, including school-aged children, pregnant and postpartum women, and individuals residing in rural Texas.
- Coordination and consultation with state agencies and institutions of higher education that receive resources for distribution.
- Report is due by October 1 of even-numbered years. Companion: [SB 2378](#)-Hancock.

Current Status: Passed House and Senate. Signed by Governor Abbott. Effective September 1, 2025.

[HB 5155](#)-Rose-Amends Texas Government Code 547 Subchapter A to add the Maternal Opioid Misuse (MOM) model of care using federal funds to improve quality and accessibility of care for

- Pregnant women with opioid use disorder on Medicaid during prenatal and postpartum periods, and
- Their children after birth.

Directs HHSC to continue implementing the program to the extent that funding is available.

Current Status: Passed House and Senate. Signed by Governor Abbott. Effective September 1, 2025.

[HB 5342](#)-Langgraf-Amends Texas Government Code 547, 988 Suicide and Crisis Lifeline Trust Fund.

- Defines “crisis center” as a center participating in the 988 Suicide & Crisis Lifeline network to respond to statewide or regional communications.
- Requires an annual report of the use of crisis centers in Texas and the services provided by the centers to the Texas Legislature and to US Substance Abuse and Mental Health Services Administration.
- Directs HHSC to conduct a study on implementation, maintenance, and improvement.

Current Status: Passed House and Senate. Signed by Governor Abbott. Effective September 1, 2025.

## SENATE BILLS

[SB 207](#)-Paxton and Johnson-Amends Texas Education Code 25.087 (b) to allow a temporary excused absence from school to attend an appointment with a mental health professional.

Companion Bill- [HB 5251](#)-Leo Wilson.

Current Status: SB 207 passed Senate and House, Signed by Governor May 30, Effective immediately.

[SB 513](#)-Sparks -Establishes a Rural Community-Based Care Pilot Program to implement a sustainable, replicable model of child welfare services that increases innovation, community engagement and improves outcomes for children and families.

- Lead entity must be a local nonprofit or a local government.
- Directs Texas Department of Family and Protective Services (DFPS) to gather information from local stakeholders regarding local needs to help in preparing requests for bids and proposals.
- Program model must include:
  - Early intervention services
  - Family preservation services
  - Case management
  - Foster care and kinship care
  - Adoption and post-adoption services
  - Transition for youth aging out of foster care
- Qualifications of a lead entity:
  - Must be a non-profit agency that has a board of directors composed entirely of residents of the catchment area or a local government entity.
  - Have a strong community support and partnerships.
  - Experience in leading regional collaborative initiatives.
  - Capacity to coordinate with local child- and family-serving agencies.
- DFPS shall request necessary regional information to assist preparation of the request for bids, proposals or interest.
- DFPS and the lead agency shall develop a pilot program model including;
  - A timeline.
  - Identified funding.
  - Services to families and children that are family-based.
    - Ensure child safety.
    - Prevent entry into foster care.
    - Include family preservation, case management, foster care and kinship care.
    - Adoption and post-adoption services.
    - Transition services for youth aging out of foster care.
    - Additional services to meet needs of children and families in the region.
  - Development and coordination with a diverse network of providers including faith-based organizations, **LBHAs/LMHAs**, and others.
  - Use innovative approaches to improve outcomes.
  - Address geographic disparities in service availability and access in the child welfare system.
  - Create an oversight and quality assurance system.
  - Financial management of risks and resources.
  - Develop policies and procedures to provide services within applicable laws, unless waived by DFPS.

SB 513-continued

- DFPS and lead entity shall establish a community alliance of stakeholders to provide a forum for community participation and governance to include:
  - Local families with lived experience with the child welfare system..
  - Local representative from the judiciary, education and health care.
  - Other community stakeholders.
- Community alliance duties include planning, use of resources, needs assessment, community priorities, outcome goals resource development.
- Funding and Resource Development-DFPS shall seek input from the lead entity regarding a capitated funding model for the pilot, using a fixed rate per child served.
- DFPS shall determine the feasibility of an integrated electronic case management system.
  - Provide technical support and access to data, information sharing outcome tracking.
  - Establish protocols to ensure privacy, security and efficient data sharing.
- DFPS and pilot program must implement a workforce development plan that addresses rural challenges, recruitment and retention of child welfare workers.
- DFPS must contract for an independent evaluation of the pilot program.
- Requires a formal conflict resolution process, a change order process, and an annual report.

Companion: [HB 1536](#)-Craddick

SB 513-Sparks Passed Senate and House. Signed by Governor. Effective September 1, 2025.

SB 528-Schwertner-Regarding inpatient competency restoration services.

Amends Texas Health and Safety Code Title 7, Subtitle C, adds Chapter 580 regarding inpatient competency restoration services.

- Applies to facilities that contract with HHSC to provide competency restoration services for a person to stand trial.
- Directs HHSC to require contracted facilities to enter into a memorandum of understanding powers and duties of regarding competency restoration with:
  - The county and municipality in which the facility is located.
  - **The LBHA/LMHA.**
- Requires each facility to report annually to HHSC regarding:
  - Total number of individuals who received inpatient competency restoration services.
  - Total number of individuals who were restored.
  - Average number of days an individual received services.
  - Number of individuals restored in less than 60 days.
  - Number of individuals not restored and for whom a treatment extension is sought.
  - Number of individuals not restored who were transferred to an inpatient mental health facility or residential care facility.
  - For individuals not restored, the average length of time between the time the determination was made that the person was not restored and the date of transfer to a mental health or residential care facility.
  - Data should be separated by whether individuals were charged with a misdemeanor or felony and other factors deemed relevant by HHSC.
  - Annual report due to Legislator by September 1, first report due September 1, 2027.
    - Performance evaluation of each facility.

SB 528-continued

- Aggregated demographic data on persons receiving competency restoration services at applicable facility.
- Criminal offenses charged.
- Countries of origin.
- Diagnoses, if applicable.
- Overall cost of competency restoration services at the facility.
  - At a state hospital.
  - Other competency restoration programs managed by the commission.

Companion: [HB 5121](#)-Harris-Davila.

Current Status: SB 528 passed Senate and House. Signed by Governor. Effective September 1, 2025.

SB 646-West-Amends the Texas Education Code 61.601.

- Adds licensed master social workers, licensed professional counselor associates, licensed marriage and family therapist associates, and certified school counselors with a master's degree to the list of mental health professionals eligible for educational loan repayment assistance.
- To be eligible for loan repayment assistance, a mental health professional must provide services at a state hospital, an **LBHA/LMHA** or a public school.

Current Status: Passed Senate and House. Signed by Governor. Effective September 1, 2025.

SB 897-Blanco- Amends Texas Government Codes 547.0304 and .0305 related to community mental health grant programs assisting veterans and their families. Companion Bill [HB 1819](#)-Ray Lopez.

- Amends the county match required for single counties to:
  - 25% of the grant amount for counties with population of less than 100,000.
  - 50% of the grant amount for counties with population of 100,000 to less than 250,000.
  - 75% (reduced from 100%) for counties with population greater than 250,000.
- Amends the county match required for multiple counties to the size of the largest county in the community mental health program:
  - 25% of the grant amount for counties with population of less than 100,000.
  - 50% of the grant amount for counties with population of 100,000 to less than 250,000.
  - 75% (reduced from 100%) for counties with population greater than 250,000.

Current Status: SB 897 Senate and House. Signed by the Governor May 15. Effective September 1, 2025.

SB 1137-Miles-Creates a Class B misdemeanor offense related to group home consultant referrals.

- Requires owners or operators of group homes to obtain criminal history record information from the Texas Department of Public Safety for employees or applicants for employment.
- Prohibits collection of compensation for referral to a group home.
- Prohibits referral to an unlicensed or unpermitted group home unless no licensed or permitted group home operates in the geographic region where the person desires to reside.
- Or the person's family cannot afford the cost of residing in a licensed or permitted home.
- Requires that the consultant must inform the person of any complaints against the group home "of which the consultant has actual knowledge.

Current Status: Passed Senate and House. Signed by Governor. Effective September 1, 2025.

SB 1164-Zaffirini-Regarding Emergency Detention Orders for persons evidencing mental illness and court-ordered inpatient and extended mental health services.

Section 1-Amends Texas Health and Safety Code 573.001(b). Adds to the criteria to severe emotional distress and deterioration of the person's mental condition..."including the person's inability to recognize symptoms or appreciate the risks and benefits of treatment,"... and that the person is likely without immediate detention to suffer serious risk of harm or to inflict serious harm on another person".

Section 2-Changes heading of Texas Health and Safety Code 573.002 to "Peace Officer's Notification of Emergency Detention".

Section 3-Amends Texas Health and Safety Code 573.002.

- Adds the word "emergency" before the word "detention".
- Strikes the requirement for the officer to give a specific description of the risk of harm.
- Specifies a list of information that the emergency detention documentation must contain.
- Allows the peace officer or emergency medical services personnel to leave the facility after transporting.
  - When the person and the person is taken into custody by appropriate facility staff and
  - The notification of emergency detention is given to the facility.

Section 4-Amends Texas Health and Safety Code 573.003(a) regarding emergency detention of a ward.

Section 5-Amends Texas Health and Safety Code 573.012 (b)add language regarding the person's inability to recognize symptoms or appreciate the risks and benefits of treatment.

Section 6- Amends Texas Health and Safety Code 573.022(a) to include language of Section 5 here as well.

Section 7-Amends Texas Health and Safety Code 574.001(b) regarding county in which the emergency detention order must be filed.

Section 8-Amends Texas Health and Safety Codes 574.011 (a) and (b) to add lack of capacity language to the certificate of medical examination.

Section 9-Amends Texas Health and Safety Code 574.034(a) and (d) to add lack of insight language and likelihood of suffering or inflicting harm.

Section 10-Amends Texas Health and Safety Codes 574.035 (a) and (e) regarding the judge's options for court-ordered temporary inpatient mental health services, adds updated language.

Section 11-Amends Texas Health and Safety Codes 574.064(a-1) regarding the judge's options for court-ordered extended inpatient mental health services. Adds updated language, strikes previous reference to "substantial risk of serious harm".

Section 12-Repeals Texas Health and Safety Codes 573.001.(b), .003(b) and .012(c).

Section 13 and 14-If passed, this legislation only applies to emergency detentions that begin on or after the effective date of the act, September 1, 2025. Companion Bill HB 5463-Moody,

Current Status: Passed Senate and House. Sent to Governor June 1.

SB 1580-Blanco-Amends Texas Health and Safety Code to require that the governing body of a LBHA/LMHA must include a veteran selected by a majority of the governing body members.

Current Status: Passed Senate and House. Sent to Governor June 1.

SB 2069-Zaffirini-Authorizes a study of the feasibility of implementing an acute psychiatric bed registry.

Current Status-SB 2069 Passed Senate and House. Signed by Governor. Effective September 1, 2025.



Rider #	HHSC Strategy and Purpose of Rider										
<b>23</b> <b>(a)</b>	<b>D.2.3-Behavioral Health Waiver &amp; Amendment</b> -Provides an increase in the base wage for personal attendant services to \$13.00 per hour, increase the associated payroll costs, taxes and benefits percentage to 15.0 percent for services provided in residential settings and 14.0 percent for services provided in non-residential settings and increase the associate administrative rate by .24 per hour.										
<b>43</b> <b>(a)</b>	<p><u>Note:</u> The figures in the Informational Listing in Rider 43 for source of funds do not seem to exactly match the totals for D.2.1 found in the Items of Appropriation. Previous Legislatures separated Community Mental Health Services for Adults, Children, and Crisis Services into three different line items. The 89<sup>th</sup> Legislature has combined them into one line item, D.2.1-Community Mental Health Services.</p> <table> <tr> <td data-bbox="249 600 1127 638"><b>D.2.1-Community Mental Health Services-Information</b></td> <td data-bbox="1127 600 1976 638">Source: <span style="float: right;">Amount:</span></td> </tr> <tr> <td data-bbox="249 638 1127 675">Community Mental Health Services for Adults</td> <td data-bbox="1127 638 1976 675">General Revenue: <span style="float: right;">\$339,607,587</span></td> </tr> <tr> <td data-bbox="249 675 1127 773">Note: The figures in Rider 43(a) appear to be using source of funds information from FY 2027 only, so the actual appropriation Should be</td> <td data-bbox="1127 675 1976 773">Federal Funds: <span style="float: right;">\$62,609,630</span></td> </tr> <tr> <td></td> <td data-bbox="1127 773 1976 811">Other Funds: <span style="float: right;"><u>\$136,071</u></span></td> </tr> <tr> <td></td> <td data-bbox="1127 811 1976 838">Subtotal: <span style="float: right;">\$402,353,288</span></td> </tr> </table>	<b>D.2.1-Community Mental Health Services-Information</b>	Source: <span style="float: right;">Amount:</span>	Community Mental Health Services for Adults	General Revenue: <span style="float: right;">\$339,607,587</span>	Note: The figures in Rider 43(a) appear to be using source of funds information from FY 2027 only, so the actual appropriation Should be	Federal Funds: <span style="float: right;">\$62,609,630</span>		Other Funds: <span style="float: right;"><u>\$136,071</u></span>		Subtotal: <span style="float: right;">\$402,353,288</span>
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*This document is intended for informational purposes only and is not intended to indicate a position for or against any legislation.*

*If you have questions, please contact Janie Metzinger at [jmetzinger@ntbha.org](mailto:jmetzinger@ntbha.org)*

Rider #	HHSC Strategy and Purpose of Rider
44	<b>Mental Health Outcomes and Accountability</b> -Ten percent of LBHA/LMHA quarterly allocations from General Revenue is at risk and subject to recoupment for failure to achieve HHSC outcome targets.
45	<b>Mental Health Appropriations and Federal Matching Opportunities</b> -General Revenue funds should be used to the greatest extent possible to draw down additional federal funds. HHSC report to the Legislature due by December 1 of each fiscal year.
46	<b>Mental Health Peer Support Re-Entry Program</b> D.2.1-Community Mental Health Services-Directs (HHSC) to allocate \$1,000,000 to maintain a mental health peer support re-entry program in partnership with LBHA/LMHAs and County Sheriffs to ensure that inmates with a mental illness successfully transition from the county jail into clinically appropriate community-based care.
47	<b>Reporting of Waiting Lists for Mental Health Services</b> -Requires HHSC to submit a report to the Legislative Budget Board (LBB) and to the Governor information on current waiting lists and related expenditure data for each LBHA/LMHA on:
(a)	Community Mental Health Services for Adults.
(c)	Forensic State Hospital Beds
(b)	Community Mental Health Services for Children.
(d)	Maximum Security State Hospital Beds
48	<b>Mental Health Program for Veterans</b> D.2.1-Community Mental Health Services-Directs HHSC to allocate \$3,956,000 in General Revenue (GR) each fiscal year (\$7,912,000 for the biennium) to administer the mental health program for veterans in Health and Safety Code 1001.221-225.
49	<b>Reporting of Opioid-Related Expenditures</b> . Requires HHSC to make an annual report of its actual expenses, categorized by method of finance and the amount distributed to each institution of higher education, for opioid-related programs including those related to opioid use and misuse, prevention, treatment, recovery, intervention, withdrawal management and all programs available to persons who may have an opioid use disorder (OUD).
50	<b>Community Mental Health Grant Programs</b> -D.2.4
(a) (1)	\$10,000,000 per fiscal year for veterans and their families (\$20,000,000 for the biennium).
(a) (2)	\$45,000,000 per fiscal year to reduce recidivism, arrest, incarceration and wait times for people with mental illness.(\$90,000,000 for the biennium).
(a) (3)	\$27,500,000 per fiscal year for community mental health grants. (\$55,000,000 for the biennium).
(a) (4)	\$19,000,000 per fiscal year for Healthy Community Collaboratives (\$38,000,000 for the biennium).
(a) (5)	\$14,762,133 per fiscal year for community-based initiatives to promote identification of mental health issues and to improve early access and treatment for children and families. (\$29,524,266 for the biennium).
(a) (6)	\$1,500,000 per fiscal year to establish or expand behavioral health centers or jail diversion centers

Article II-Behavioral Health Riders—continued

Rider Number	HHSC Strategy and Purpose of Rider
50	<b>Community Mental Health Grant Programs-D.2.4-continued</b>
(b)	Unexpended Balance Authority-Allows unexpended balances from the first fiscal year are carried over to the second year.
(c)	Reporting Requirement-HHSC shall submit a report on all grant programs, due November 1, 2026.
(d)	Other Requirements-\$10,000,000 of funding for Healthy Community Collaboratives (50-(a) (4) above) per fiscal year must be allocated to rural areas, if local matching funds are available. (\$20,000,000 for the biennium).
51	<p><b>Block Grants for Community Mental Health and Substance Use Services</b>            Requires HHSC to report on the use of funds from the federal Community Mental Health Block Grant and the Substance Use Block Grant, including one-time COVID-19 awards, funding streams and actual amounts of expended, unexpended, and unobligated balances. Report due by June 1 of each fiscal year.</p>
52	<p><b>Rural Hospital Telepsychiatry Consultations</b>            D.2.1-Community Mental Health Services-\$3,700,000 (\$7,400,000 for the biennium) for telepsychiatry consultations for rural hospitals. Directs HHSC to contract with a statewide tax-exempt organization to implement.            Rural hospitals are defined as hospitals that:</p> <ul style="list-style-type: none"> <li>• Are located in counties with populations of under 68,750 in the 2020 Census.</li> <li>• Designated by Medicare as a Critical Access Hospital, a Sole Community Hospital or a Rural Referral Center that is not in a Metropolitan Statistical Area (MSA). OR</li> <li>• Has 100 or fewer beds and is in and MSA but meets the criteria of being a Critical Access Hospital, a Sole Community Hospital or a Rural Referral Center.</li> </ul>
53	<p><b>Galveston County Crisis Stabilization Services.</b>            D.2.1-Community Mental Health Services-\$4,482,592 for crisis services provided by the LMHA for Galveston County. (\$11,635,488 for the biennium).</p>
54	<p><b>Youth Mobile Crisis Outreach Teams</b>            D.2.1-Community Mental Health Services-\$27, 000,000 for eight new Youth Mobile Crisis Outreach Teams (YCOT) statewide, prioritizing urban areas. Allows HHSC to establish coverage tiers for weekdays and weekends for 24-hour coverage. Requires an annual report.</p>
55	<p><b>Montgomery County Mental Health Treatment Facility</b>            For competency restoration beds at the Montgomery County Mental Health facility.</p>

Article II-Behavioral Health Riders—continued

Rider Number	HHSC Strategy and Purpose of Rider
56	<p><b>Appropriate Care Settings for Individuals with Severe and Persistent Mental Illness and Co-Occurring Conditions Study</b></p> <p>D.2.5-Community Behavioral Health Administration-Directs HHSC to study and develop a pilot program to provide residential intermediate care services for persons with severe and persistent mental illness and who may have co-occurring conditions including traumatic brain injuries and intellectual or developmental disabilities. The focus is to find solutions for persons who may no longer meet the criteria for inpatient psychiatric care, but for whom community placement may not be an appropriate option.</p> <p>Eligibility Criteria:</p> <ul style="list-style-type: none"> <li>• Diagnosis of a serious and persistent mental illness and possibly a co-occurring condition.</li> <li>• Individual has spent three or more of the past five years in a psychiatric hospital.</li> <li>• Individual has been incarcerated three or more times and <ul style="list-style-type: none"> <li>○ Experienced two psychiatric crises in the previous three years.</li> </ul> </li> <li>• Have been admitted to hospital emergency rooms more than three times with psychiatric crises.</li> </ul> <p>Location:</p> <ul style="list-style-type: none"> <li>• Location shall not be at a Medicaid Institution of Mental Disease and <ul style="list-style-type: none"> <li>○ Shall be designed to ensure compliance with federal funding requirements.</li> </ul> </li> </ul> <p>The study shall:</p> <ul style="list-style-type: none"> <li>• Assess existing unmet needs</li> <li>• Assess the need for nursing-level care and other special services</li> <li>• Identify opportunities to modify or expand eligibility criteria for existing programs and services.</li> <li>• Look for scalable options at residential care facilities and nursing facilities.</li> <li>• Evaluate whether vacated buildings at state hospitals or other state facilities could be used for intensive residential services.</li> <li>• Evaluate statutory changes and funding required to rehabilitate state-owned buildings and to provide required services.</li> </ul>
57	<p><b>L.1.1-HHS System Supports</b>-\$553,356 in FY 2026 and \$652,239 in FY 2027 for a total of \$1,185,595 for the biennium for one-time administrative and salary cost related to developing a rate-setting methodology and associated cost reporting for certain services reimbursable to grant recipients of the Federal Substance Use Prevention, Treatment and Recovery Services block grant for up to three children accompanying the child or children's mother in a residential treatment setting.</p> <p>Reimbursement rate proposal due by January 1, 2026, must be in format to allow public comments. HHSC must consider population served and financial sustainability of the proposed rates.</p>

Article II-Behavioral Health Riders—continued

Rider Number	HHSC Strategy and Purpose of Rider
58	<p><b>Heart of Texas Crisis Stabilization and Inpatient Services</b>  D.2.1-Community Mental Health Services-\$2,500,000 each fiscal year for a total of \$5,000,000 to Heart of Texas LMHA for mental health screening, assessment, crisis and post crisis services. It is the intent of the Legislature that the LMHA coordinate with McLennan County on expending these funds.</p>
59	<p><b>Uvalde Behavioral Health Campus</b>  D.2.1-Community Behavioral Health Services-\$2,500,000 in FY 2026, and \$10,000,000 for a total of \$12,500,000 for the biennium for start-up and operational funding.</p>
60	<p><b>Youth Mental and Behavioral Health-Jefferson County</b>  D.2.1-Community Mental Health Services-\$2,500,000 per fiscal year for a total of \$5,000,000 for the biennium for a psychiatric residential youth treatment and mental health respite facility with an educational opportunity center at the LMHA.</p>
61	<p><b>East Texas Crisis Stabilization Services-Nacogdoches County</b>  D.2.1-Community Mental Health Services-\$2,000,000 per fiscal year for a total of \$4,000,000 for the biennium for crisis services at the LMHA.</p>
62	<p><b>Comal County Mental Health Facility</b>  D.2.1-Community Mental Health Services-\$3,000,000 per fiscal year for a total of \$6,000,000 for a mental health facility operated by the LMHA.</p>
63	<p><b>Dallas State Hospital</b>  In her summary of Article II, Senator Kolkhorst said,  “Operational costs of the Dallas State Hospital, Senator West, were unknown until the end of the Budget Conference. I think we’ve landed in a good place on that one.”.... “SB 1 provides \$100 million for operations at Dallas State Hospital, which will allow HHSC to operate or subcontract those operations.”</p>
63(a)	<p>It is the intent of the Legislature that, out of funds appropriated above, HHSC shall operationalize the Dallas State Hospital within existing appropriations for the 2026-27 biennium before seeking to procure a contract with an entity for operations of the Dallas State Hospital, subject to the terms of subsections (b), (c), and (d) below.</p>

Rider Number	HHSC Strategy and Purpose of Rider
<b>63(b)</b>	HHSC shall issue a Request for Information (RFI) by October 1, 2025, to assess the cost and feasibility of contracting for the operations of the Dallas State Hospital. HHSC shall share the results of the RFI with the Legislative Budget Board (LBB) no later than April 1, 2026.
<b>63(c)</b>	<p>HHSC shall not enter into a contract to operate the Dallas State Hospital pursuant to subsection (a) without prior written approval of the LBB and the Governor. To request approval, HHSC shall submit a written request to the LBB and the Governor that includes the following information:</p> <ul style="list-style-type: none"> <li>(1) the projected contracted amount for operations by fiscal year;</li> <li>(2) The number of contracted beds included in the request; and</li> <li>(3) Any other information requested by the LBB. The request shall be considered to be approved unless the LBB issues a written disapproval within 30 business days of the date on which the staff of the LBB concludes its review of the request and forwards its review to the Chair of the House Appropriations Committee, Chair of Senate Finance Committee, Speaker of the House of Representatives, and Lieutenant Governor. Any request for additional information from the LBB shall interrupt the counting of the 30 business days.</li> </ul>
<b>63(d)</b>	HHSC may receive and expend mental health revenue including but not limited to Patient Support and Maintenance, Appropriated Receipts, and Medicare Receipts for the operations of beds.
<b>63(e)</b>	(e) Any unexpended balances of funds appropriated to support operations of the Dallas State Hospital remaining as of August 31, 2026, are appropriated for the same purposes for the fiscal year beginning September 1, 2026.
<b>64</b>	<p><b>Brazoria and Galveston Counties Mental Health Capacity</b>  D.2.1 Community Mental Health Services-\$5,000,000 per fiscal year for a total of \$10,000,000 for the biennium to the LMHA for additional crisis stabilization facilities and services and state-purchased psychiatric inpatient beds</p>
<b>65</b>	<p><b>Tarrant County Mental Health Capacity</b>  D.2.1-Community Mental Health Service-\$5,000,000 per fiscal year for a total of \$10,000,000 to the LMHA for crisis stabilization facilities and services and competency restoration beds.</p>

Rider Number	HHSC Strategy and Purpose of Rider
<b>108</b> <b>(a)</b>	<b>Maximum Security Salaries</b> Directs HHSC to give a 6.8 percent pay increase to state hospital employees working in Maximum Security Units
<b>(b)</b>	Directs HHSC to give a 10 percent pay increase to state supported living center (SSLC) employees working in Behavioral Management Units, including direct support professionals, nurses, social workers and physicians who interact with residents.
<b>110</b>	<b>State Hospital and State Supported Living Center (SSLC) Workforce</b> G.1.1 and G.2.1-Directs HHSC to evaluate compensation, turnovers, vacancy rates, use of contractors, position types, and recruiting efforts at state hospitals and SSLCs. Report and recommendations due by August 31, 2026.
<b>111</b>	<b>Expenditure Reporting at State Hospitals</b> Requires HHSC to provide a report of actual monthly expenditures and oversight costs in a form approved by the LBB.
<b>119</b>	<b>State Hospital Forensic Waitlist and Census Reporting Requirement</b> <ul style="list-style-type: none"> <li>• Directs HHSC to prioritize admissions of forensic patients for admission to mental health state hospitals.</li> <li>• Report should give a breakdown of civil, forensic, and maximum-security patients.</li> <li>• Report is due by October 1 each fiscal year for the previous fiscal year.</li> </ul>
<b>149</b>	<b>Transfer Authority: Home and Community-Based Services-Adult Mental Health.</b> D.2.3-Behavioral Health Waiver and Plan Amendment-\$32,593,039 in FY 2026 and \$33,105,321 in FY 2027 for a total of \$65,698,360 for the biennium for Home and Community-Based Services—Adult Mental Health (HCBS-AMH).
<b>157</b>	<b>Efficiencies at LBHA/LBHAs and Intellectual Disability Authorities (LIDAs).</b> <ul style="list-style-type: none"> <li>• Directs HHSC to ensure that LBHA/LMHAs and LIDAs maximize the dollars available to provide services by minimizing overhead and administrative costs and achieving purchasing efficiencies.</li> <li>• Directs state agencies contracting with or making a grant to LBHA/LMHA/LIDAs to do so in a manner that promotes maximization of third party billing opportunities.</li> </ul>

## Residential Services for High Acuity Youth in Department of Family and Protective Services Conservatorship

Included in funding for HHSC, the SB 1 Conference Committee Decision Documents found on the Legislative Budget Board Website note the following, which was adopted by the Conference Committee. Both Senator Lois Kolkhorst and Representative Greg Bonnen mentioned this appropriation when they explained the funding in Article II to their respective chambers before the final vote on SB 1. Senator Kolkhorst credited Senator Bob Hall with advocating for this funding. Enabling legislation is [HB 109](#)-Rose

Conference Committee Item #51 on Page 38 of the May 23, 2025 Decision Document. “Residential Services for High Acuity Youth—Terrell State Hospital. Senate provides \$34,301,553 in General Revenue and 280.0/280.0 FTEs for a residential treatment facility for youth in DFPS conservatorship at Terrell State Hospital. Item was partially funded with a reallocation of \$7,000,000 in General Revenue from DFPS to HHSC.

Section #	Article II-Special Provisions Relating to All Health and Human Services Agencies		
<b>28</b>	Residential Services for High Acuity Youth in Department of Family and Protective Services Conservatorship p.II-117-118		
<b>(a)</b>	Included in amounts appropriated above to the Health and Human Services Commission (HHSC) are the following amounts to establish a residential treatment facility for the purpose of providing dedicated bed capacity for youth in Department of Family and Protective Services (DFPS) conservatorship:		
<b>(a)(1)</b>	<b>Purpose</b>	<b>FY 2026</b>	<b>FY 2027</b>
	G.2.1-MH State Hospitals -255.0 FTEs	\$5,366,461	\$24,563,129
<b>(a)(2)</b>	H.1.1- Facility/Community-Based Regulation-7 FTEs	\$235,767	\$1,261,813
<b>(a)(3)</b>	L.1.2-IT Oversight and Program Support	\$247,925	\$729,460
<b>(a)(4)</b>	L.2.1-Central Program Support	\$451,400	\$1,445,598
<b>(b)</b>	Shall accommodate a daily census of up to 30 boys and girls in DFPS conservatorship between the ages of 13 and 17, with the following conditions:		
<b>(b)(1)</b>	Behavioral Health Conditions (mental health or substance use) or co-occurring mental health and substance use conditions; and/or		
<b>(b)(2)(3)</b>	Intellectual and Developmental Disabilities (IDD) or Co-occurring behavioral health and IDD		
<b>(c)</b>	The facility shall meet the immediate needs, provide a stable treatment environment, and prepare youth for transitioning youth to longer term licensed or kinship placement.		
<b>(d)</b>	<ul style="list-style-type: none"> <li>DFPS will refer youth to the facility. Eligibility criteria will be jointly defined by DFPS and HHSC.</li> <li>HHSC may transfer youth to a higher level of care if clinically necessary with DFPS consent.</li> <li>Admission shall be voluntary. Admission must be within 24 hours if a bed is available for youth in need of immediate services</li> <li>At least 1 staff member must be available to assist with discharge planning with all parties to secure services for the child and family supports for continuity of care prior to discharge.</li> </ul>		

<b>Section #</b>	<b>Article IX-Health-Related Provisions</b>											
<b>10.04</b>	Statewide Behavioral Health Strategic Plan Coordinated Expenditures											
Sec. 18.29.	<p><b>Contingency for House Bill 5155.</b> Contingent on the enactment of House Bill 5155, or similar legislation relating to the continuation of the Maternal Opioid Misuse (MOM) model of care for certain Medicaid recipients, by the Eighty-ninth Legislature, Regular Session, 2025, the Health and Human Services Commission is appropriated the following amounts:</p> <p>D.2.2-Substance Use Services</p> <table> <thead> <tr> <th></th> <th style="text-align: right;"><u>FY 2026</u></th> <th style="text-align: right;"><u>FY 2027</u></th> </tr> </thead> <tbody> <tr> <td>a. From Dedicated Opioid Abatement Account No. 5189 to continue MOM model in current locations</td> <td style="text-align: right;">\$600,000</td> <td style="text-align: right;">\$700,000</td> </tr> <tr> <td>b. From Dedicated Opioid Abatement Account No. 5189 To implement MOM model in Dallas County</td> <td style="text-align: right;">\$750,000</td> <td style="text-align: right;">\$700,000</td> </tr> </tbody> </table>				<u>FY 2026</u>	<u>FY 2027</u>	a. From Dedicated Opioid Abatement Account No. 5189 to continue MOM model in current locations	\$600,000	\$700,000	b. From Dedicated Opioid Abatement Account No. 5189 To implement MOM model in Dallas County	\$750,000	\$700,000
	<u>FY 2026</u>	<u>FY 2027</u>										
a. From Dedicated Opioid Abatement Account No. 5189 to continue MOM model in current locations	\$600,000	\$700,000										
b. From Dedicated Opioid Abatement Account No. 5189 To implement MOM model in Dallas County	\$750,000	\$700,000										
	Enabling legislation is <a href="#">HB 5155</a> -Rose											

## Performance Measures FY25 - All

Measure	Description	202501	2025 FY First Half		202503	2025 FY Second Half		202506	YTD 2025
			202502	202504		202505			
Adult Improvement	At least 20% of all adults authorized in a FLOC shall show improvement in at least one domain								47.8%
Adult Service Target	100% of 23,677		98.7%	100.5%	103.3%	105.7%	108.3%	110.9%	
	Count		23372	23811	24479	25030	25657	26262	
Child Improvement	At least 25.0% of all children authorized in a FLOC shall show improvement in at least one domain								46.5%
Child Service Target	100% of 8,173		85.1%	88.8%	94.3%	98.1%	98.7%	96.0%	
	Count		6958	7258	7713	8020	8070	7847	
Community Tenure	At least 96.8% of adults and children authorized in a FLOC shall avoid hospitalization in an HHSC Inpatient Bed	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	
Crisis 7 Day Follow-up	At least 22% of crisis episodes for adults and children in LOC-A 0 with a follow-up service contact 1-7 days after the date of the last crisis service in the crisis episode	23.8%	41.3%	38.0%	46.3%	46.5%	28.8%		
Effective Crisis Response	At least 75.1% of crisis episodes during the measurement period shall not be followed by admission to an HHSC Inpatient Bed within 30 days	97.2%	96.1%	95.2%	98.1%	95.8%	99.2%		
Hospital 7 Day Follow-up	At least 62.3% of individuals discharged from a state hospital, an HHSC Contracted Bed, a CMHH, or a PPB shall receive follow-up within 7 days of discharge	50%	59.1%	65.9%	63.0%	69.8%	60.6%		

## **Substance Use Disorder (SUD) Community Health Workers (CHWs)**

### **Purpose**

The Substance Use Disorder Community Health Worker (SUD CHW) program allows Community Health Workers and Promotoras to increase linkage and retention in substance use, mental health, and medical services for Texas residents living with substance use disorders (SUD).

### **Goals**

1. Address behavioral health disparities in the program service area.
2. Increase opportunities for substance users, including opioid users, to reduce harms related to substance use.
3. Increase retention in substance use and mental health services.
4. Help individuals address medical needs.
5. Help individuals who desire change to build a foundation for their recovery

### **News and Updates**

The CHW Team is continuing to increase our warm weather outreach campaign. Our Narcan training and distribution program continues to grow while helping to combat the ever-increasing opioid/fentanyl crisis. The CHW Team is also participating in a 6-week encampment outreach project happening every Wednesday. We are partnered with the City of Dallas, Homeward Bound, Nexus, 24 Hour Club, and The Stewpot.

### **Team Success:**

- Jessie – “I received a call from a client’s daughter who wanted to thank me for helping her father get his ID thanks to our ID process with DPS.”
- David – “Working with Grace Matters non-profit. We were able to feed 160 people and provide one change of clothing to 125 people and provide hygiene packs to all. We were able to get 2 people to go to treatment for SUD issues as well as one taken to the psych hospital for emergency psychiatric care. Plus, planting seeds of hope in all individuals that are in a place to receive them. I want to thank NTBHA for the opportunity to serve this community daily.”
- Cirilo – “This month was busy with the conference, and I learned some skills there to better my group facilitating. Also, we had the chance to participate in the encampment blitz and connect with many neighbors. We provided bus passes and connected a few neighbors to other agencies for shelter and substance use treatment as well.”

## FY2025 Performance

	<b>Contacts with Eligible Individuals</b>	<b>Substance Use Services *</b>	<b>Mental Health Services **</b>	<b>Medical Services **</b>	<b>Other Services and Community Resources **</b>	<b>Overdose Reversal Kits Distributed</b>
<b>September</b>	1074	35	26	10	321	190
<b>October</b>	662	12	14	10	185	71
<b>November</b>	431	8	12	6	164	54
<b>December</b>	667	3	5	12	78	12
<b>January</b>	3153	31	66	35	416	144
<b>February</b>	3775	63	61	59	336	72
<b>March</b>	1171	46	35	29	436	130
<b>April</b>	804	34	33	21	265	120
<b>May</b>	1031	10	15	20	213	106
<b>June</b>	591	22	17	14	140	170
<b>July</b>	1083	57	28	14	229	115
<b>August</b>						
<b>Annual Total</b>	14442	<b>321</b>	<b>312</b>	<b>230</b>	<b>2783</b>	<b>1184</b>
<b>Annual Target</b>	<b>4800</b>	<b>240</b>	<b>120</b>	<b>120</b>	<b>120</b>	<b>120</b>

\*Substance use services include intervention and treatment, referrals, linkage, and support services

\*\*Mental Health, Medical, and Other Services include referrals, linkage, and support services

### CHW Team

Kevin Fox, SUD CHW Program Manager  
 Derrell Harris, SUD CHW  
 Victoria Mitchell, SUD CHW  
 Cirilo Ramirez, SUD CHW

Jessie Garcia, SUD CHW Team Lead  
 David Yarbrough, SUD CHW  
 Joyce Evans, SUD CHW

### Ancillary Team Members

Matt Roberts, Chief Operating Officer

Alvin Mott, Director, Provider Relations

## Homeless Outreach & Engagement

### **Purpose**

To provide housing-focused street outreach that improves access to care, quality of care and produce stable housing outcomes for individuals who are homeless and suffer from mental illness or co-occurring psychiatric and substance use disorders.

### **News and Updates**

Due to the strong reputation of NTBHA's Homeless Outreach Team (HOT), the team was requested to assist and demonstrate effective outreach strategies to another reputable agency. This included safe outreach practices, neighbor engagement, and encampment entry.

**Team Success** - John has been an invaluable asset to the HOT team. His knowledge and experience with the City of Dallas have greatly enhanced our ability to identify hidden homeless encampments that are not visible from streets or highways. Thanks to his contributions, we've been able to expand our outreach efforts and build rapport with individuals, allowing us the opportunity to offer much-needed services.

### **FY2025 Performance**

	<b>Unduplicated Enrollments</b>	<b>Moved into Permanent Housing* (including PSH* or RRH**)</b>	<b>Moved into Boarding Homes/Sober Living</b>	<b>Referred to Mental Health Services</b>	<b>Assisted with Critical Documents</b>
<b>September</b>	25	1	0	3	6
<b>October</b>	25	0	0	9	1
<b>November</b>	3	7	0	1	2
<b>December</b>	3	8	0	3	7
<b>January</b>	9	2	0	6	7
<b>February</b>	75	8	0	26	24
<b>March</b>	31	0	1	18	12
<b>April</b>	7	22	0	7	7
<b>May</b>	1	25	0	1	1
<b>June</b>	9	3	0	9	8
<b>July</b>	5	2	0	5	5
<b>August</b>					
<b>Annual Total</b>	<b>193</b>	<b>78</b>	<b>1</b>	<b>88</b>	<b>80</b>
<b>Annual Goal</b>	<b>200</b>	<b>40</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

\*PSH, Permanent Supportive Housing provides housing assistance through long-term leasing or rental assistance and supportive services (case management and wraparound services) as long as the individual is in the program. Requires a minimum of 12 months of documented homelessness within the past three years and a documented chronic disability.

\*\*RRH, Rapid Rehousing, provides short-term (12-24 months) housing assistance and case management to individuals experiencing homelessness for any amount of time, with no requirement of disability.

### **Outreach Team**

Shupon Mitchell, Manager of Outreach & Engagement  
Aundrea Lawson, Lead Outreach Case Manager

Solomon Parker, Outreach Case Manager  
John Cox, Outreach Case Manager

## Substance Use Disorder Treatment

**Reporting Month: June 2025**

**Report Source: CMBHS**

<b>SERVICE TYPE</b>	<b>INDIVIDUALS RECEIVING SERVICE</b>
TRA: Ambulatory Detoxification – Adult	0
COPSD – Adult	171
TRA: Intensive Residential – Adult	120
TRY: Intensive Residential – Youth	0
TRF: Intensive Residential (Specialized Female) – Adult	4
TRF: Intensive Residential (Women and Children) – Adult	6
Office-Based Opioid Treatment – Adult and SF	70
Opioid Substitution Therapy (Medication Assisted Therapy) – Adult	473
TRA: Outpatient – Adult	845
TRY: Outpatient – Youth	37
TRF: Outpatient (Specialized Female) – Adult	86
TRA: Residential Detoxification – Adult	86
TRF: Residential Detoxification (Specialized Female) – Adult	0
<b>UNIQUE INDIVIDUALS SERVED</b>	
<b>1654</b>	

### **Service Descriptions**

- Ambulatory Detoxification: To provide safe withdrawal for clients physically dependent upon alcohol and other drugs and who can also engage and participate in concurrent outpatient treatment services.
- COPSD: To provide adjunct services to clients with COPSD, emphasizing integrated treatment for both MH and SUD needs.
- Intensive Residential: To provide high-intensity treatment services in a residential setting that facilitate recovery from substance use disorders for clients who require a more structured environment
- Office-Based Opioid Treatment: To provide office-based treatment services to alleviate the adverse physiological effects of withdrawal from the use of opioids as required to meet the individualized needs of the client. OBT Contractor will provide opioid treatment for opioid use disorders in combination with providing counseling and behavioral therapies. Office-based treatment (OBT) services consist of office-based opioid treatment (OBOT) through the provision of buprenorphine and/or office-based.
- Opioid Substitution Therapy: To provide recovery-oriented Medication Assisted Treatment (MAT) to meet the individualized needs of persons seeking treatment for Opioid Use Disorder (OUD) by providing access to all reimbursable Federal Drug Administration (FDA) approved medications. Individuals receiving MAT ("Client") must receive medical, counseling, peer-based recovery support, educational, and other assessment, and treatment services, in addition to prescribed medication.
- Outpatient: To provide treatment services that facilitate recovery from SUDs to clients who do not require a more structured environment such as residential services to meet treatment goals.
- Residential Detoxification: To provide a structured residential environment for clients who are physically dependent upon alcohol and other drugs to safely withdraw from those substances; for clients who are intoxicated to be medically monitored until achieving a non-intoxicated state; and to prepare and engage clients for ongoing treatment services.

**Terms for Texas Residents who meet financial and clinical criteria for HHSC-funded SUD treatment services:** 1) TRA: Adult 2) TRF: Adult Women with Children/ Pregnant Adult 3) TRY: Youth

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 441-2025 Approve NTBHA FY 2026 Budget

**DATE:** August 13, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS**, the Health and Human Services Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall, effective January 1, 2017; and

**WHEREAS**, the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS**, NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS**, NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS**, NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors approves the NTBHA FY 2026 Budget.

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommend by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** **442-2025 Ratify HHSC Contract for Children's Crisis Respite Grant for FY 2026—Amendment No. 1 (HHSC contract No. HHS001222700007)**

**DATE:** **August 13, 2025**

**STATE OF TEXAS**      }  
**COUNTY OF DALLAS**      }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratifies the signature of the CEO on the HHSC contract for the Children's Crisis Respite Grant for FY 2026 (Contract No. HHS001222700007).

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommend by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #11: Resolution 442-2025 Ratify HHSC Contract for Children's Crisis Respite Grant for FY 2026—Amendment No. 1. (HHSC Contract No. HHS001222700007)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Contract for Children's Crisis Respite Program for FY 2026—Amendment No. 1 (HHSC Contract No. HHS001222700007)

#### **Background:**

**This amendment adds \$1,000,000.00 for FY 2026. The total for FY 2024-2025 was \$2,000,000.00**

The purpose of the Health and Human Services Commission's ("HHSC") Children's Crisis Respite ("CCR") program is to provide a therapeutic and family and child-centered environment for children in a crisis respite facility with a single diagnosis of serious emotional disturbance ("SED") or a primary diagnosis of SED and a co-occurring diagnosis, including a substance use disorder ("SUD") or an intellectual or developmental disability ("IDD").

#### **Program goals are to:**

- a. Increase access to short-term, safe, and clinically appropriate residential services for children who are in a crisis as defined by 26 TAC §306.255(26) but do not require inpatient services as defined in 26 TAC §306.153(35); and
- b. Provide transition planning services to the child's family, adult caregiver, or legally authorized representative prior to the child exiting the crisis respite facility

#### **Financial Information:**

The total amount of this Grant Agreement for **FY 2024-FY2025** was not to exceed **\$2,000,000.00**.

**The total amount of this Grant Agreement for FY 2026 is \$1,000,000.00.**

The Grantee is not required to provide matching funds.

**Implementation Schedule:** Upon Ratification by the NTBHA board.

**Attachments:** 11. CMH\_CCR HHS001222700007 Amendment No.1 FY25-FY26 ~ NTBHA – Unsigned



**Aligns with Visions #1, 2, 3, and 4**

**NTBHA Strategic Visions**

**Vision #1 NTHBA will maintain a competent and committed workforce.**

**Vision #2 NTBHA will facilitate access to behavioral health services.**

**Vision #3 NTBHA will manage core operations efficiently and effectively.**

**Vision #4 NTBHA will identify and develop additional opportunities for service area development.**

**Presented By:** Carol Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS001222700007  
AMENDMENT NO. 1**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“**SYSTEM AGENCY**” or “**HHSC**”) and **North Texas Behavioral Health Authority** (“**GRANTEE**”), who are collectively referred to herein as the “**Parties**,” to that certain Children’s Crisis Respite Grant Program Agreement effective April 11, 2024, and denominated HHSC Contract No. **HHS001222700007** (“**Grant Agreement**” or “**Contract**”), now desire to amend the Grant Agreement.

**WHEREAS**, HHSC desires to exercise its option to extend the term of the Grant Agreement in accordance with **SECTION III, DURATION**;

**WHEREAS**, HHSC desires to add state funding to the Grant Agreement to support the extension period; and

**WHEREAS**, HHSC desires to revise certain terms for compliance with applicable state law, federal law, and HHSC policy;

**NOW, THEREFORE**, the Parties hereby amend and modify the Grant Agreement as follows:

1. **SECTION III, DURATION**, of the Grant Agreement is amended to reflect a termination date of August 31, 2026.
2. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Grant Agreement is amended to add state funding in the amount of \$1,000,000.00 to the Grant Agreement for a total not-to-exceed amount of \$3,000,000.00 during the Contract term.
3. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Grant Agreement is deleted in its entirety and replaced with the following:

**V. BUDGET AND INDIRECT COST RATE**

The total amount of this Grant Agreement will not exceed \$3,000,000.00. Grantee is not required to provide matching funds.

The total not-to-exceed amount includes the following:

Total Federal Funds: \$0

Total State Funds: \$3,000,000.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B – BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS**.

**Indirect Cost Rate:** The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B – BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS** and the Indirect Cost Rate Acknowledgement Letter is

HHSC Contract No. HHS001222700007  
Amendment No. 1

attached to this Grant Agreement and incorporated as **ATTACHMENT I, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER (VERSION 2)**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

4. **ATTACHMENT B – BUDGET, VERSION 1**, of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT B – BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS**, which is attached to this Amendment and incorporated into and made part of the Grant Agreement for all purposes.
5. **ATTACHMENT C, HHS CONTRACT AFFIRMATIONS (v. 2.3)**, is deleted in its entirety and replaced with **ATTACHMENT C, HHS GRANT AGREEMENT AFFIRMATIONS V. 2.5**, which is attached to this Amendment and incorporated into and made part of the Grant Agreement for all purposes.
6. **ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS – GRANT (v. 3.3)**, is deleted in its entirety and replaced with **ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.5**, which is attached to this Amendment and incorporated into and made part of the Grant Agreement for all purposes.
7. **ATTACHMENT I, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER**, of the Grant Agreement is deleted in its entirety and replaced by **ATTACHMENT I, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER (VERSION 2)**, which is attached to this Amendment and incorporated and made part of the Grant Agreement for all purposes.
8. This Amendment No. 1 shall be effective as of the date last signed below.
9. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Grant Agreement shall remain in full force and effect.
10. Any further revisions to the Grant Agreement shall be by written agreement of the Parties.
11. Each Party represents and warrants that the individual executing this Amendment No. 1 on its respective behalf has full power and authority to enter into the Amendment.

**SIGNATURE PAGE FOLLOWS**

HHSC Contract No. HHS001222700007  
Amendment No. 1

**SIGNATURE PAGE FOR AMENDMENT No. 1**  
**HEALTH AND HUMAN SERVICES COMMISSION CONTRACT No. HHS001222700007**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**ATTACHMENT B**  
**BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS**

**I. BUDGET PROCEDURES**

- A. Funding Source:** State General Revenue.
- B. Total reimbursements for actual, allocable, and eligible costs incurred under the Contract are not to exceed \$3,000,000.**
- C. All expenditures under this Contract shall be in accordance with the State Fiscal Year categorical budgets listed below:**

**Fiscal Year 2024 Expenditures**

<b>Categorical Budget</b>							
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds*	Other Funds	Local Funding Sources	In-Kind Match
	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match
A. Personnel	\$65,000	\$65,000					\$0
B. Fringe Benefits	\$16,250	\$16,250					\$0
C. Travel	\$3,144	\$3,144					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$5,152	\$5,152					\$0
F. Contractual	\$687,674	\$687,674					\$0
G. Other	\$131,871	\$131,871					\$0
H. Total Direct Costs	\$909,091	\$909,091	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$90,909	\$90,909	\$0				\$0
J. Total (Sum of H and I)	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**Fiscal Year 2025 Expenditures**

<b>Categorical Budget</b>							
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds*	Other Funds	Local Funding Sources	In-Kind Match
	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match
A. Personnel	\$130,000	\$130,000					\$0
B. Fringe Benefits	\$32,500	\$32,500					\$0
C. Travel	\$3,144	\$3,144					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$3,504	\$3,504					\$0
F. Contractual	\$605,280	\$605,280					\$0
G. Other	\$134,663	\$134,663					\$0
H. Total Direct Costs	\$909,091	\$909,091	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$90,909	\$90,909	\$0				\$0
J. Total (Sum of H and I)	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

## For Fiscal Year 2026

Categorical Budget							
Legal Name of Respondent:		North Texas Behavioral Health Authority					
State Fiscal Year:		FY2026		Rider 52 CCR			
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds*	Other Funds	Local Funding Sources	In-Kind Match
A. Personnel	\$195,000	\$195,000		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
B. Fringe Benefits	\$48,750	\$48,750					\$0
C. Travel	\$1,680	\$1,680					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$5,256	\$5,256					\$0
F. Contractual	\$605,280	\$605,280					\$0
G. Other	\$53,125	\$53,125					\$0
H. Total Direct Costs	\$909,091	\$909,091	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$90,909	\$90,909	\$0				\$0
J. Total (Sum of H and I)	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**D. Cost Reimbursement Budget:**

1. Grantee shall utilize the funding only for costs that are both allowable and approved. If Grantee wants to utilize funds for an expense not documented on the approved cost reimbursement budget, Grantee shall notify HHSC, in writing. HHSC will provide written notification if the requested expense is approved. Grantee must receive approval prior to utilizing the funds.
2. Grantee may revise the HHSC-approved cost reimbursement budget in accordance with the following requirements:
  - a. Grantee may transfer between categories, except for the 'Equipment' and 'Indirect Cost' categories, a cumulative amount of less than or equal to ten (10) percent of the budget period amount without System Agency approval. Grantee shall notify System Agency of the change.
  - b. For transfers between categories, with exception of the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceed ten (10) percent of the budget period amount, Grantee shall submit to the System Agency Contract Representative a written request, including justification for the revision, for review and approval. If the budget revision is approved, then System Agency Contract Representative will provide written notification to the Grantee. However, the budget revision is not authorized, and funds cannot be utilized, until an amendment incorporating the revisions is executed.
  - c. Transfers of funds in the 'Equipment' and 'Indirect Cost' categories shall only be effectuated by amendment. Grantee shall submit to the System Agency Contract Representative a written request, including justification for the revision, for review and approval. If the budget revision is approved, then System Agency Contract Representative will provide written notification to the Grantee. However, the budget revision is not authorized, and funds cannot be utilized, until an amendment incorporating the revisions is executed.

- d. Approval of this budget does not exempt Grantee from the Real Property Acquisition and construction requirements in the Texas Administrative Code, Title 25, Part 1, Chapter 411, Subchapter G, Rule 411.310, and Title 40, Texas Administrative Code, Part 1, Chapter 1, Subchapter G, Rule §1.310, and the Texas Health and Safety code Chapter 534, Sections 534.020 and 534.021.

## II. INVOICE SUBMISSION

- A. Grantee shall request monthly reimbursement on or before the 15th day of the month after the month of service (e.g., submission for allowable expenditures incurred in September are due October 15th) using the State of Texas Purchase Voucher (Form 4116), which is incorporated by reference and can be downloaded at <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher>.
- B. Grantee's monthly State of Texas Purchase Voucher Form 4116 must include:
  1. Name, address, and telephone number of Grantee;
  2. HHSC contract number or purchase order number;
  3. Identification of services provided;
  4. Dates on which services were provided;
  5. The total amount of the reimbursement request; and
  6. Monthly Expenditure Report (on HHSC-provided template).
- C. Grantee shall submit monthly reimbursement requests to [HHSC\\_AP@hhsc.state.tx.us](mailto:HHSC_AP@hhsc.state.tx.us), with a copy to [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov) and the HHSC Contract Representative. HHSC recommends using the following naming convention on the subject line of all monthly reimbursement requests: "Invoice Submission: Texas Organization of Rural and Community Hospitals, [Invoice Number], [Invoice Amount], [Contract Number], [Service Month]."
- D. On or before the twentieth (20th) calendar day following the close of each state fiscal quarter (i.e., December 20th, March 20th, June 20th, and September 20th), Grantee must submit a Financial Status Report using [Attachment A-4, System Navigator Pilot Program Financial Status Report Template](#).
- E. All Contract costs must be individually identifiable, verifiable and necessary to satisfy the requirements of this Contract.

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 443-2025 Ratify HHSC Children's Mental Health System Navigator Grant for FY 2026—FY 2027—Amendment No. 1 (Contract No. HHS00149160006)

**DATE:** August 13, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratify the signature of the CEO on the HHSC Children's Mental Health System Navigator Grant for FY 2026—FY 2027—Amendment No. 1 (Contract No. HHS00149160006).

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommend by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #12: 443-2025 Ratify HHSC Children's Mental Health System Navigator Grant for FY 2026—FY 2027—Amendment No. 1 (Contract No. HHS001491600006)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Children's Mental Health System Navigator Grant for FY 2026—FY 2027—Amendment No. 1 (Contract No. HHS001491600006)

**Background:**

**This Amendment for FY 2026—FY 2027 adds \$245,366.00 to the overall contract.**

**The total amount of the initial FY 2025 Grant Agreement was not to exceed \$122,683.00.**

The purpose of the Texas Health and Human Services Commission's (HHSC) Children's Mental Health (CMH) – System Navigator Program is to support the provision of services and treatment for children with behavioral health needs by (a) providing services and support to children who are in state conservatorship lacking placement, who are at risk of entering state conservatorship lacking placement status, or who are at risk of parental relinquishment; (b) fostering enhanced partnerships with child-serving systems, as it relates to the needs of children and families; (c) promoting collaboration between partners in the child-serving system; and (d) developing resources that support the provision of services and treatment for children in state conservatorship lacking placement.

**Evaluation:** NA

**Financial Information:**

The total amount of the initial FY 2025 Grant Agreement was not to exceed \$122,683.00.



**This Amendment for FY 2026—FY 2027 adds \$245,366.00 to the overall contract.**

NTBHA is not required to provide matching funds.

**Implementation Schedule:** Upon ratification by the NTBHA board.

**Documents:**

12. CMH\_SN+ HHS001491600006 Amendment No.1 FY26-FY27 ~ NTBHA - Unsigned

**Aligns with Visions #1,2,3, and 4:**

NTBHA Strategic Visions	
<b>Vision #1 NTHBA will maintain a competent and committed workforce.</b>	
<b>Vision #2 NTBHA will facilitate access to behavioral health services.</b>	
<b>Vision #3 NTBHA will manage core operations efficiently and effectively.</b>	
<b>Vision #4 NTBHA will identify and develop additional opportunities for service area development.</b>	

**Presented By:** Carol Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS001491600006  
AMENDMENT NO. 1**

The **TEXAS HEALTH AND HUMAN SERVICES COMMISSION** (“System Agency” or “HHSC”), and North Texas Behavioral Health Authority (“Grantee”), each a “Party,” and collectively referred to as the “Parties,” to that certain Children’s Mental Health System Navigator Grant Agreement effective September 1, 2024 and denominated HHSC Contract No. HHS001491600006 (“Contract” or “Grant Agreement”), now desire to amend the Contract.

**WHEREAS**, HHSC has chosen to exercise its option to extend the Contract for State Fiscal Years (FY) 2026 and 2027, representing two of four optional one-year renewal periods;

**WHEREAS**, HHSC wants to add funding to the Contract to support the extension periods;

**WHEREAS**, HHSC wants to revise certain Contract terms and conditions and Contract affirmations to comply with applicable state and federal laws, and agency policy;

**WHEREAS**, the Parties want to supplement the Indirect Cost Rate Acknowledgement Letter; and

**WHEREAS**, the Parties want to supplement the Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification Form.

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

1. **SECTION III, DURATION**, of the Contract is amended to reflect a new termination date of August 31, 2027, representing two of four optional one-year renewal periods.
2. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Contract is deleted in its entirety and replaced with the following:

**V. BUDGET AND INDIRECT COST RATE**

A. Total Contract Amount

1. The total amount of this Grant Agreement will not exceed \$368,049.00
2. Grantee is not required to provide matching funds.
3. The total not-to-exceed amount includes the following:

Total Federal Funds: \$368,049.00  
Total State Funds: \$0.00

HHSC Contract No. **HHS001491600006**

Amendment No. 1

Page 1 of 5

4. All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2.**

B. Indirect Cost Rate

1. The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2**, and the **INDIRECT COST RATE ACKNOWLEDGEMENT LETTER** is attached to this Grant Agreement and incorporated as **ATTACHMENT J, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER, VERSION 2**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.
2. If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.
3. **SECTION IX, FEDERAL AWARD INFORMATION**, of the Contract is deleted in its entirety and replaced with the following:

**IX. FEDERAL AWARD INFORMATION**

- A. Grantee's Unique Entity Identifier is: MSNLLGML43G3
- B. Federal funding under this Grant Agreement is a subaward under the following federal award:
  1. Federal Award Identification Number (FAIN): B09SM089610
  2. Assistance Listings Title, Number, and Dollar Amount: Block Grants for Community Mental Health Services, 93.958, \$27,046,649.00
  3. Federal Award Date: January 19, 2024
  4. Federal Award Period: 10/01/2023-09/30/2025
  5. Name of Federal Awarding Agency: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration
  6. Federal Award Project Description: Block Grants for Community Mental Health Services

HHSC Contract No. **HHS001491600006**

Amendment No. 1

Page 2 of 5

7. Awarding Official Contact Information:  
Wendy Pang, Grant Management Specialist,  
[wendy.pang@samhsa.hhs.gov](mailto:wendy.pang@samhsa.hhs.gov) (240-276-1419)  
Melissa Blackwell, Program Official, [melissa.blackwell@samhsa.hhs.gov](mailto:melissa.blackwell@samhsa.hhs.gov)  
(240-276-1966)
8. Total Amount of Federal Funds Awarded to System Agency: \$27,046,649.00
9. Amount of Funds Awarded to Grantee: \$368,049.00
10. Identification of Whether the Award is for Research and Development: No

4. **ATTACHMENT B, BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 1**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B, BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.

5. **ATTACHMENT C, HHS CONTRACT AFFIRMATIONS, VERSION 2.3 (AUGUST 2023)**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT C, HHS CONTRACT AFFIRMATIONS, VERSION 2.5 (NOVEMBER 2024)**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.

6. **ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS—GRANT, VERSION 3.3 (NOVEMBER 2023)**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS—GRANT, VERSION 3.5 (SEPTEMBER 2024)**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.

7. **ATTACHMENT I, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**, of the Contract is supplemented with the addition of **ATTACHMENT I, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM, VERSION 2**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.

8. **ATTACHMENT J, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER – TEN PERCENT DE MINIMIS**, of the Contract is supplemented with the addition of **ATTACHMENT J, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER, VERSION 2**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
9. This Amendment No. 1 shall be effective as of the date last signed below. Operations and funding for FY 2026 begin on September 1, 2025. Operations and funding for FY 2027 begin on September 1, 2026.
10. Except as modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
11. Any further revisions to the Contract shall be by written agreement of the Parties.
12. Each Party represents and warrants that the individual executing this Amendment No. 1 on its respective behalf has full power and authority to enter into this Amendment No. 1.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 1  
HHSC CONTRACT NO. HHS001491600006**

**HEALTH AND HUMAN SERVICES COMMISSION      North Texas Behavioral Health Authority**

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Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

---

Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED AND INCORPORATED AND MADE A PART OF THIS  
CONTRACT FOR ALL PURPOSES:**

**ATTACHMENT B -      BUDGET PROCEDURES AND INVOICE SUBMISSION  
REQUIREMENTS, VERSION 2**

**ATTACHMENT C -      HHS CONTRACT AFFIRMATIONS, VERSION 2.5 (NOVEMBER  
2024)**

**ATTACHMENT D -      HHS UNIFORM TERMS AND CONDITIONS—GRANT, VERSION 3.5  
(SEPTEMBER 2024)**

**ATTACHMENT I -      FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT  
(FFATA), VERSION 2**

**ATTACHMENT J -      INDIRECT COST RATE ACKNOWLEDGEMENT LETTER, VERSION 2**

## ATTACHMENT B

### BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2

#### I. BUDGET PROCEDURES

- A. Funding Source: Substance Abuse and Mental Health Services Administration (SAMHSA).
- B. Total reimbursements for actual, allocable, and eligible costs incurred under the Contract are not to exceed \$368,049.00
- C. Fiscal Year 2024, expenditures under this Contract will be in accordance with the categorical budget below:

<b>COST REIMBURSEMENT BUDGET TEMPLATE</b>							
Legal Name of Respondent:		NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY MH/CMH-SN FY2024 Budget					
Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds Check if Cash Match	Other Funds Check if Cash Match	Local Funding Sources Check if Cash Match	In-Kind Match
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
A. Personnel							\$0
B. Fringe Benefits							\$0
C. Travel							\$0
D. Equipment							\$0
E. Supplies							\$0
F. Contractual							\$0
G. Other							\$0
H. Total Direct Costs			\$0	\$0	\$0	\$0	\$0
I. Indirect Costs							\$0
J. Total (Sum of H and I)			\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0						

- D. Fiscal Year 2025, expenditures under this Contract will be in accordance with the categorical budget below:

<b>COST REIMBURSEMENT BUDGET TEMPLATE</b>							
Legal Name of Respondent:		NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY MH/CMH-SN FY2025 Budget					
Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds Check if Cash Match	Other Funds Check if Cash Match	Local Funding Sources Check if Cash Match	In-Kind Match
		\$91,875	\$91,875	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
A. Personnel	\$91,875	\$91,875					\$0
B. Fringe Benefits	\$22,969	\$22,969					\$0
C. Travel	\$1,968	\$1,968					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$1,800	\$1,800					\$0
F. Contractual	\$0	\$0					\$0
G. Other	\$2,951	\$2,951					\$0
H. Total Direct Costs	\$121,563	\$121,563	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$1,120	\$1,120					\$0
J. Total (Sum of H and I)	\$122,683	\$122,683	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0						

E. For Fiscal Year 2026, expenditures under this Contract will be in accordance with the categorical budget below:

<b>COST REIMBURSEMENT BUDGET TEMPLATE</b>							
Legal Name of Respondent:		NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY MH/CMH-SN FY2026 Budget					
Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds Check if Cash Match	Other Funds Check if Cash Match	Local Funding Sources Check if Cash Match	In-Kind Match
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A. Personnel	\$90,000	\$90,000					\$0
B. Fringe Benefits	\$19,800	\$19,800					\$0
C. Travel	\$2,100	\$2,100					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$1,800	\$1,800					\$0
F. Contractual	\$0	\$0					\$0
G. Other	\$7,863	\$7,863					\$0
H. Total Direct Costs	\$121,563	\$121,563	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$1,120	\$1,120					\$0
J. Total (Sum of H and I)	\$122,683	\$122,683	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0						

F. For Fiscal Year 2027, and each subsequent fiscal year of operation, expenditures under this Contract will be in accordance with the categorical budget below:

<b>COST REIMBURSEMENT BUDGET TEMPLATE</b>							
Legal Name of Respondent:		NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY MH/CMH-SN FY2027 Budget					
Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds Check if Cash Match	Other Funds Check if Cash Match	Local Funding Sources Check if Cash Match	In-Kind Match
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A. Personnel	\$90,000	\$90,000					\$0
B. Fringe Benefits	\$19,800	\$19,800					\$0
C. Travel	\$2,100	\$2,100					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$1,800	\$1,800					\$0
F. Contractual	\$0	\$0					\$0
G. Other	\$7,863	\$7,863					\$0
H. Total Direct Costs	\$121,563	\$121,563	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$1,120	\$1,120					\$0
J. Total (Sum of H and I)	\$122,683	\$122,683	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0						

G. Cost Reimbursement Budget:

1. Grantee shall utilize the funding only for costs that are both allowable and approved. If Grantee wants to utilize funds for an expense not documented on the approved cost reimbursement budget, Grantee shall notify HHSC, in writing. HHSC will provide written notification if the requested expense is approved. Grantee must receive approval prior to utilizing the funds.
2. Grantee may revise the HHSC-approved cost reimbursement budget in accordance with the following requirements:

- a. Grantee may transfer between categories, except the ‘Equipment’ and ‘Indirect Cost’ categories, a cumulative amount of less than or equal to ten (10) percent of the budget period amount without System Agency approval. Grantee shall notify System Agency of the change.
- b. For transfers between categories, with exception of the ‘Equipment’ and ‘Indirect Cost’ categories, that cumulatively exceed ten (10) percent of the budget period amount, Grantee shall submit to the System Agency Contract Representative a written request, including justification for the revision, for review and approval. If the budget revision is approved, then System Agency Contract Representative will provide written notification to the Grantee; however, the budget revision is not authorized, and funds cannot be utilized, until an amendment incorporating the revisions is executed.
- c. Transfers of funds in the ‘Equipment’ and ‘Indirect Cost’ categories shall only be effectuated by amendment. Grantee shall submit to the System Agency Contract Representative a written request, including justification for the revision, for review and approval. If the budget revision is approved, then System Agency Contract Representative will provide written notification to the Grantee; however, the budget revision is not authorized, and funds cannot be utilized, until an amendment incorporating the revisions is executed.

## II. INVOICE SUBMISSION

- A. Grantee shall request monthly reimbursement on or before the 15th day of the month after the month of service (e.g., submission for allowable expenditures incurred in September are due October 15th) using the State of Texas Purchase Voucher (Form 4116), which is incorporated by reference and can be downloaded at <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher>.
- B. Grantee’s monthly State of Texas Purchase Voucher Form 4116 must include:
  1. Name, address, and telephone number of Grantee;
  2. HHSC contract number or purchase order number;
  3. Identification of services provided;
  4. Dates on which services were provided;
  5. The total amount of the reimbursement request; and
  6. Monthly Expenditure Report (on HHSC-provided template).
- C. Grantee shall submit monthly reimbursement requests to [HHSC\\_AP@hhsc.state.tx.us](mailto:HHSC_AP@hhsc.state.tx.us), with a copy to [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us) and the HHSC Contract Representative. HHSC recommends using the following naming convention on the subject line of all monthly reimbursement requests: “Invoice Submission: Texas Organization of Rural and Community Hospitals, [Invoice Number], [Invoice Amount], [Contract Number], [Service Month].”
- D. On or before the twentieth (20th) calendar day following the close of each state fiscal quarter (i.e., December 20th, March 20th, June 20th, and September 20th), Grantee must submit a Financial Status Report using Attachment A-4, System Navigator Pilot Program Financial

HHSC Grant Agreement, Amendment No 1

Attachment B, Budget Procedures and Invoice Submission Requirements, Version 2

Contract No. HHS001491600006

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 446-2025 Ratify HHSC Forensic Support Teams (FST) Grant for FY 2026—Amendment No. 1 (Contract No. HHS001530400002)

**DATE:** August 13, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratify the signature of the CEO on the HHSC Forensic Support Teams (FST) Grant for FY 2025—Amendment No. 1 (Contract No. HHS001530400002).

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommended by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #15: Resolution 446-2025 Ratify HHSC Forensic Support Teams (FST) Grant for FY 2026—Amendment No. 1 (Contract No. HHS001530400002)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Forensic Support Teams (FST) Grant for FY 2026—Amendment No. 1 (Contract No. HHS001530400002).

#### **Background:**

**This Amendment adds no new funding. This Amendment revises the Statement of Work, etc.**

**Total Original Contract Value: \$1,554,692.00 (\$777,346.00/FY25 + \$777,346.00/FY26)**

The purpose of this Grant Agreement is to provide Forensic Support Teams (FST) that are made up of forensic coordinators that serve individuals found incompetent to stand trial (IST) in the FST's catchment area. FSTs assist with medical and behavioral health care coordination, legal navigation, and stakeholder collaboration and coordination.

FST programs are generally designed to:

1. Reduce reliance upon state hospitals to provide competency restoration services to people determined IST by diverting people into outpatient competency restoration (OCR), jail-based competency restoration (JBCR), or other appropriate services and service settings, if available.
2. Identify the need for and assist in the coordination of prompt access to appropriate behavioral health and medical care for individuals found IST before or after receipt of competency restoration services at an inpatient, outpatient, or jail-based competency restoration program.
3. Identify individuals for whom there is evidence of immediate restoration and coordinate trial competency re-evaluations.
4. Support coordination and collaboration between county and state stakeholders as it relates to competency restoration services, court processes, and the individual's clinical and non-clinical needs.



## **TARGET POPULATION**

The target population consists of:

1. Individuals a court has found IST awaiting admission to an inpatient, outpatient, or jail-based competency restoration program, if available.
2. Individuals a court has found IST awaiting a return to court after receipt of inpatient or jail-based or outpatient competency restoration services, if available.
3. Individuals a court has determined not restored to competency after receipt of inpatient, outpatient or jail-based competency restoration services, if available, who are then committed to inpatient or outpatient services by the criminal court under the Code of Criminal Procedure Article 46B.102 or against whom criminal charges have been dismissed.

**Evaluation:** NA

**Financial Information:**

Total Original Contract Value: \$1,554,692.00 (\$777,346.00/FY25 + \$777,346.00/FY26)

**This Amendment adds no new funding. This Amendment revises the Statement of Work, etc.**  
Grantee is not required to provide matching funds.

**Implementation Schedule:** Upon Ratification by the NTBHA board.

**Attachments:** 15. FST A.1 - Amending\_ \$388673000\_HHS001530400002\_Nort

**Aligns with Visions #1, 2, 3, and 4**

**NTBHA Strategic Visions**



**Vision #1 NTHBA will maintain a competent and committed workforce.**

**Vision #2 NTBHA will facilitate access to behavioral health services.**

**Vision #3 NTBHA will manage core operations efficiently and effectively.**

**Vision #4 NTBHA will identify and develop additional opportunities for service area development.**

**Presented By:** Carol Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES CONTRACT NO. HHS001530400002**  
**AMENDMENT NO. 1**  
**RENEWAL**

The Health and Human Services Commission ("System Agency" or "HHSC") and North Texas Behavioral Health Authority ("Grantee"), collectively referred to as the "Parties" to that certain Forensic Support Teams (FST) Grant Program effective September 11, 2024, and denominated HHSC Contract No. HHS001530400002 ("Grant Agreement" or "Contract"), now desire to amend the Contract.

**WHEREAS**, System Agency desires to exercise its option to renew the Contract for State Fiscal Year (FY) 2026;

**WHEREAS**, the Parties desire to revise the Statement of Work and Budget Procedures and Invoice Submission Requirements;

**WHEREAS**, the Parties desire to add a project expenditure report form to the Contract;

**WHEREAS**, the Parties desire to update the affirmations, and terms and conditions; and

**WHEREAS**, the Parties desire to update the Indirect Cost Rate Letter.

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

1. **SECTION III, DURATION**, of the Contract is amended to reflect a revised termination date of **August 31, 2026**.
2. **SECTION VI, REPORTING REQUIREMENTS**, of the Contract is deleted in its entirety and replaced with the following:

**VI. REPORTING REQUIREMENTS**

Grantee shall submit the following reports:

REPORT	FREQUENCY	DUEDATE
<b>REIMBURSEMENT REQUEST PACKET:</b> <b>ATTACHMENT A-1:</b> <b>PROJECT EXPENDITURE REPORT/General</b> Ledger/Form 4116: Authorization for Expenditures	Monthly	20 <sup>th</sup> day of each fiscal month.

<b>FORM ZZ: FORENSIC SUPPORT TEAMS QUARTERLY REPORT</b>	Quarterly	December 20 <sup>th</sup> , March 20 <sup>th</sup> , June 20 <sup>th</sup> , September 20 <sup>th</sup> .
<b>PROJECT PERFORMANCE REPORT</b>	Monthly	20 <sup>th</sup> day of each fiscal month.

3. **ATTACHMENT A, FORENSIC SUPPORT TEAM STATEMENT OF WORK, VERSION 1**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT A, FORENSIC SUPPORT TEAMS STATEMENT OF WORK, VERSION 2**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
4. The Contract is supplemented with the addition of **ATTACHMENT A-1, PROJECT EXPENDITURE REPORT FORM**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
5. **ATTACHMENT B, BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 1**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B, BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
6. **ATTACHMENT C, HHS CONTRACT AFFIRMATIONS**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT C, HHS CONTRACT AFFIRMATIONS, VERSION 2.5 (Nov. 2024)**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
7. **ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS - GRANT**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.5 (SEPT. 2024)**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
8. **ATTACHMENT J, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT J, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER (DECEMBER 2024)**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
9. This Amendment No. 1 shall be effective as of August 31, 2025.
10. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
11. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT No. 1  
HHSC CONTRACT No. HHS001530400002**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

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By: \_\_\_\_\_

Name: Carol Lucky

Title: CEO

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

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

**ATTACHMENT A:** **FORENSIC SUPPORT TEAMS STATEMENT OF WORK, VERSION 2**  
**ATTACHMENT A-1:** **PROJECT EXPENDITURE REPORT FORM**  
**ATTACHMENT B:** **BUDGET PROCEDURES AND INVOICE SUBMISSION  
REQUIREMENTS, VERSION 2**  
**ATTACHMENT C:** **HHS CONTRACT AFFIRMATIONS, VERSION 2.5 (NOV. 2024)**  
**ATTACHMENT D:** **HHS UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.5  
(SEPT. 2024)**  
**ATTACHMENT J:** **INDIRECT COST RATE ACKNOWLEDGEMENT LETTER (DECEMBER  
2024)**

**ATTACHMENT A**  
**Forensic Support Teams Statement of Work, Version 2**

**CONTRACT NO. HHS001530400002**  
**GRANTEE: North Texas Behavioral Health Authority**

**SECTION I. PURPOSE**

Forensic Support Teams (FST) are made up of forensic coordinators that serve individuals found incompetent to stand trial (IST) in the FST's catchment area. FSTs assist with medical and behavioral health care coordination, legal navigation, and stakeholder collaboration and coordination. FST programs are generally designed to:

- A. Reduce reliance upon state hospitals to provide competency restoration services to people determined to be IST by diverting people into outpatient competency restoration (OCR), jail-based competency restoration (JBCR), or other appropriate services and service settings, if available.
- B. Identify need for and assist in the coordination of prompt access to appropriate behavioral health and medical care for individuals found IST prior to or after receipt of competency restoration services at an inpatient, outpatient, or jail-based competency restoration program.
- C. Identify individuals for whom there is evidence of immediate restoration and coordinate trial competency re-evaluations.
- D. Support coordination and collaboration between county and state stakeholders as it relates to competency restoration services, court processes, and the individual's clinical and non-clinical needs.

**SECTION II. TARGET POPULATION**

The target population consists of:

- A. Individuals a court has found IST awaiting admission to an inpatient, outpatient, or jail-based competency restoration program, if available.
- B. Individuals a court has found IST awaiting a return to court after receipt of inpatient, jail-based or outpatient competency restoration services, if available.
- C. Individuals a court has determined not restored to competency after receipt of inpatient, outpatient, or jail-based competency restoration services, if available, who are then committed to inpatient or outpatient services by the criminal court under Code of Criminal Procedure Article 46B.102 or against whom criminal charges have been dismissed.

**SECTION III. SERVICE AREA**

Grantee will provide services to the Section II Target Population in the counties documented, as follows:

**ATTACHMENT A**  
**Forensic Support Teams Statement of Work, Version 2**

Region: 3

County: Dallas

To review counties within an HHS health region, refer to the below link for a list of counties within a region: <https://www.hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf>.

**SECTION IV. GRANTEE RESPONSIBILITIES**

Grantee shall deliver an FST program in accordance with the following requirements:

- A. Comply with all applicable statutes and rules, including those referenced in this Statement of Work.
- B. Participate in FST technical assistance calls scheduled by HHSC with internal and external technical assistance providers.
- C. Staffing operations and oversight:
  1. Recruit, train, and maintain forensic coordinator(s), who must be a Qualified Mental Health Professional-Community Services (QMHP-CS) or Licensed Practitioner of the Healing Arts (LPHA), as defined in 26 Texas Administrative Code (TAC), Part 1, Chapter 301, Subchapter G, unless otherwise approved by HHSC.
  2. Recruit, train, and maintain a program manager, who must be a Licensed Practitioner of the Healing Arts (LPHA), as defined in 26 TAC, Part 1, Chapter 301, Subchapter G, unless otherwise approved by HHSC.
  3. Ensure all staff members are trained and demonstrate competence, prior to providing services, with:
    - a. The requirements set forth in 25 TAC, Part 1, Chapter 404, Subchapter E (relating to Rights of Persons Receiving Mental Health Services); and
    - b. Identifying, preventing, and reporting abuse, neglect, and exploitation in accordance with Texas Department of Family and Protective Services, Adult Protective Services or the HHSC Office of the Ombudsman as set forth in applicable state laws and rules.
  4. Ensure that the FST program staff are solely dedicated to the Program and may not serve in any other capacity, unless approved by HHSC.
  5. Maintain records that document FST services delivered by staff members who act within their scope of practice, and have demonstrated the following minimum knowledge, technical, and interpersonal competencies prior to providing services:
    - a. Knowledge that mental health and substance use disorders are potentially recurrent relapsing disorders;

**ATTACHMENT A**  
**Forensic Support Teams Statement of Work, Version 2**

- b. Knowledge of the current Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association, diagnostic criteria for psychiatric disorders and substance use disorders, and the relationship between psychiatric disorders and substance use disorders;
- c. Knowledge appropriate to their roles in the provision of effective mental health services, including counseling, psychosocial rehabilitation, and Illness Management and Recovery for FST participants, such as Cognitive Behavioral Therapy or Dialectical Behavioral Therapy;
- d. Knowledge regarding the increased risks of self-harm, suicide, and violence in FST participants;
- e. Knowledge of the elements of an individualized treatment plan for FST participants;
- f. Basic knowledge of pharmacology as it relates to FST participants;
- g. Knowledge of the provision of care that is recovery-oriented, trauma-informed, and person-centered;
- h. Understanding the benefit of incorporating peer specialists as part of the FST participant's substance use and/or mental health recovery program;
- i. Basic understanding of criminogenic risk and needs and case management for people with current or former justice involvement;
- j. Knowledge of the criminal justice system and criminal justice stakeholders; and
- k. Knowledge regarding cultural considerations for those individuals with mental health, substance use, and Intellectual and Development Disabilities (IDD) that are justice-involved.

D. Place clients on caseload for monitoring only when consent to services is not obtained. Program staff must follow policies and procedures developed by the program for these types of situations.

E. Conduct an assessment using an HHSC-approved instrument to determine service needs and engagement frequency within five (5) business days of receipt of the court's commitment order for competency restoration at an inpatient or, if available, jail-based or outpatient competency restoration program.

F. Provide in-person services at a frequency commensurate with the outcome of the service need assessment completed within five (5) days of receipt of the court's commitment order to support participation in the FST program and ensure adherence to their treatment plan, if any.

G. Program activities and services for individuals found IST and for whom competency restoration services have been ordered by the court shall include:

- 1. Coordinate the provision of care for individuals waiting in jail or on bond in the community, providing referrals to physical and mental health treatment, if needed and as appropriate.

**ATTACHMENT A**  
**Forensic Support Teams Statement of Work, Version 2**

2. Appropriately identify and request expedited admission to a state hospital if an individual decompensates.
3. Identify individuals in jail awaiting admission to a state hospital who may be appropriate for OCR or JBCR, if available, or a Code of Criminal Procedure Article 46B.102 outpatient commitment and engage the OCR, JBCR, or outpatient program provider to assess for appropriateness for admission to the program.
4. Provide routine updates to state hospital, local mental health authority (LMHA) or local behavioral health authority (LBHA), and county court and jail staff on the status of each individual awaiting admission to an inpatient, outpatient, or jail-based competency restoration program, if available, including changes in clinical status and transition plans for individuals moving between facilities or locations.
5. Monitor and track key milestones and timelines for each individual's progress through the competency restoration system and coordinate with court stakeholders, as necessary, to meet the statutory timeframes under Chapter 46B of the Code of Criminal Procedure.
6. Provide routine outreach and education to state hospital, LMHA or LBHA, and county court and jail staff on competency restoration system processes and timelines as they relate to the adjudicative process or provision of competency restoration services.
7. Conduct a Standardized Clinically Based Competency Screens (SCCS) to assess the individual's competency if there is evidence of restoration and communicate the outcome of the quick screens to the relevant stakeholders.
8. Coordinate with the Local Intellectual and Developmental Disability Authority (LIDDA) to obtain a Determination of Intellectual Disability (DID) if the individual demonstrates behaviors that may indicate the presence of an intellectual or developmental disability.
9. Upon return to jail from a state hospital or upon completion of an OCR or JBCR program, if available, monitor the individual's mental health status and report any concerns to the jail behavioral health provider until the court determines competency.
10. Coordinate discharge planning and facilitate connection to community-based treatment, peer and family support, and services to meet basic needs (e.g., housing and rental assistance, insurance benefits, food and clothing, etc.).
11. Identify potential alternate placements (e.g. nursing homes or assisted living facilities) in lieu of competency restoration services and communicate findings to court parties, as appropriate.
12. Identify and implement best- and promising-practices related to service navigation and continuity of care as applied in other jurisdictions.

**ATTACHMENT A**  
**Forensic Support Teams Statement of Work, Version 2**

13. Collect, analyze, and report data to HHSC as provided in Section V of this Statement of Work.
14. Other activities approved by HHSC.

H. Contract with a forensic evaluator to conduct trial competency re-evaluations for individuals whose competence is suspected to have been restored while waiting admission to an inpatient facility.

I. Establish memorandums of understanding and/or other data and information sharing agreements to ensure data and information can be shared between the FST staff, jail medical and behavioral health providers, and court stakeholders as needed to conduct all grantee responsibilities.

J. Conduct an SCCS of each person on the county forensic waitlist at or around 60 days of program participation. If the person meets Trial Competency Evaluation (TCE) criteria, notify the appropriate parties of the findings, and offer to conduct a TCE, if the court orders a reevaluation.

K. Develop and maintain written policies and procedures for HHSC review and approval on an annual basis. Upon HHSC approval, Grantee shall implement such written policies and procedures that include, but not limited to:

1. The program's target population;
2. Program services and service frequency as indicated by the service need assessment completed within five business days of the court order;
3. Standards and processes for information sharing between FST staff, jail medical and behavioral health providers, court, and other relevant stakeholders;
4. Continuity of care and medication coordination with local and state behavioral health providers, including jail medical and behavioral health; Texas State Hospitals; the LMHA, LBHA, and LIDDA; or an LMHA, LBHA, or LIDDA subcontractors;
5. Requests for expedited admission at a Texas State Hospital;
6. Engage LMHA, LBHA, or LMHA or LBHA subcontractors regarding referrals of people who may be appropriate for OCR or JBCR;
7. Referrals to external clinical and non-clinical services and support, inclusive of peer support and family partner services, recovery organizations, and mental health clubhouses;
8. Transition and discharge planning;
9. Outreach and education to court, jail, and state hospital personnel; and
10. Collection, analysis, and reporting to HHSC of program data.

L. Provide HHSC with the contact information of all dedicated program staff. Changes in program staff must be reported to HHSC within 72 hours of any change by emailing [FSTProgram@hhs.texas.gov](mailto:FSTProgram@hhs.texas.gov).

**ATTACHMENT A**  
**Forensic Support Teams Statement of Work, Version 2**

M. Grantee shall provide services in accordance with all applicable federal and state laws, rules, regulations, standards, and guidelines, as amended, including the following:

1. 25 TAC, Part 1, Chapter 414, Subchapter K, in its entirety;
2. 25 TAC, Part 1, Chapter 414, Subchapter L, in its entirety;
3. 26 TAC, Part 1, Chapter 301, Subchapter G;
4. 26 TAC, Part 1, Chapter 306, Subchapter A, in its entirety;
5. Health Insurance Portability and Accountability Act of 1996 (HIPAA); and
6. Other applicable federal and state laws, including:
  - a. 42 CFR, Volume 1, Chapter 1, Subchapter A, Part 2 in its entirety;
  - b. 42 CFR, Volume 1, Chapter 1, Subchapter D, Part 51, Subpart D, in its entirety; and
  - c. Texas Health and Safety Code, Chapters 181, 576, 595, and 611; and §§533.009 and 614.017.

**SECTION V. PERFORMANCE MEASURES**

The terms of this Statement of Work, including the following performance measures, will be used to assess Grantee's effectiveness in providing the required services as described in this Statement of Work. No terms of the Contract, in which this Statement of Work is incorporated, are waived.

- A. Grantee shall complete and submit Form ZZ, Forensic Support Teams Quarterly Report Form, in accordance with Section VI, Reporting Requirements, of the Contract Signature Document.
- B. Grantee shall complete and submit an HHSC Monthly Project Performance Report Guidance Form, using an HHSC-approved system/format, by the 20<sup>th</sup> of each month, as referenced in Section VI, Reporting Requirements, of the Contract Signature Document.
- C. At its sole discretion, and by written request to Grantee, HHSC may require that the HHSC Monthly Project Performance Report Guidance Form be supplemented with an additional report, in a format defined by the Grantee and with approval by HHSC, and include the following information:
  1. Number of individuals served by the service setting in which the court ordered them to receive competency restoration services, charge classification and degree, and service need as determined in the service need assessment completed within five (5) days of the court's order.
  2. Number of individuals in a full level of care at an LMHA or LBHA at the time of arrest.

**ATTACHMENT A**  
**Forensic Support Teams Statement of Work, Version 2**

3. Number of individuals for whom a screening for psychiatric treatment services was offered and individuals who refused all screening for psychiatric treatment services while in jail.
4. Number of individuals with a co-occurring substance use disorder diagnosis, intellectual or developmental disability, and/or a cognitive deficit as determined by the LMHA or LBHA.
5. The housing status of program participants at program entry and the housing services provided prior to or upon jail release.
6. Number of individuals refusing psychotropic medication and voluntarily taking medications without a court order, and individuals under court order to receive psychotropic medications who are voluntarily taking medications, refusing medications with order enforcement, and refusing medications without order enforcement.
7. The number of days that elapse between steps in court and competency restoration program processes, as indicated by the date of:
  - a. Arrest;
  - b. Issue of incompetency was raised;
  - c. Court ordered competency evaluation before receipt of competency restoration services;
  - d. Submission of court ordered competency evaluation report before receipt of competency restoration;
  - e. Court hearing on competency;
  - f. Court determination of competency prior to receipt of competency restoration services, if applicable;
  - g. Completion of the service need assessment;
  - h. Referral to OCR or JBCR, if available;
  - i. Court ordered competency evaluation after receipt of competency restoration services;
  - j. Submission of court ordered reevaluation report after receipt of competency restoration;
  - k. Admission to a competency restoration program;
  - l. Return to court; and
  - m. Court determination of competency after receipt of competency restoration services.
8. Number of expedited admissions to a state hospital requested and expedited admission requests approved.
9. Number of SCCSs completed by program staff.

**ATTACHMENT A**  
**Forensic Support Teams Statement of Work, Version 2**

10. Number of TCEs requested and completed, number of TCE findings of competency, and number people removed from forensic waitlist due to TCE findings.
11. Number of individuals not in jail custody (i.e. out on bond), referred to an OCR or JBCR provider, if available, determined appropriate for OCR or JBCR by the OCR or JBCR provider, and admitted into OCR or JBCR.
12. Number of individuals removed from the forensic waitlist due to pending charges being dropped, pending charged dropped and case transferred to probate court, timed out, restoration of competency prior to transport to a state hospital, contracted facility, or state supported living center (SSLC), restoration of competency in OCR or JBCR, admission to a state hospital, contracted facility, or SSLC, or for other reasons.
13. Number of individuals determined by the court to be competent and incompetent at conclusion of initial commitment.
14. Number of individuals who received an LMHA/LBHA service within 7 days of jail release, whether or not the person was in the community on bond.
15. Number of individuals referred to the program's housing specialist, if available, secured housing within 30 days of jail release, and provided financial assistance for rent or utilities.
16. A brief narrative description on the implementation of best- and promising-practices and their potential and realized benefit.
17. A brief narrative description of the Grantee's work with individuals found incompetent to stand trial when competency restoration services have been ordered by the court as provided in Section I of this Statement of Work, including collaborative partnerships, successes, challenges, and how the Grantee worked to overcome those challenges.

**SECTION VI. OUTCOME IF GRANTEE CANNOT COMPLETE REQUIRED PERFORMANCE**

Unless otherwise specified in this Statement of Work, if Grantee cannot complete or otherwise comply with a requirement included in this Statement of Work, HHSC, at its sole discretion, may impose remedies or sanctions outlined in **ATTACHMENT D, UNIFORM TERMS AND CONDITIONS - GRANT**, Section 9.1 (Remedies), of the Contract.

Grantee Name	Grant Agreement Nbr	Project Name	Report Month	Fiscal Year	Budget Category	Approved HHSC Requested Funds Budgeted	Match Funds Budgeted	Cumulative HHSC Funds Expended	Cumulative Match Utilized/Expendited	Total Cumulative Expenditures
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY	HHS001530400002	Forensic Support Teams	202509	2026	Personnel					\$0.00
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY	HHS001530400002	Forensic Support Teams	202509	2026	Fringe Benefits					\$0.00
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY	HHS001530400002	Forensic Support Teams	202509	2026	Travel					\$0.00
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY	HHS001530400002	Forensic Support Teams	202509	2026	Meals					\$0.00
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY	HHS001530400002	Forensic Support Teams	202509	2026	Contractual					\$0.00
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY	HHS001530400002	Forensic Support Teams	202509	2026	Other					\$0.00
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY	HHS001530400002	Forensic Support Teams	202509	2026	Equipment					\$0.00
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY	HHS001530400002	Forensic Support Teams	202509	2026	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## **ATTACHMENT B**

### **BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2**

#### **I. BUDGET PROCEDURES**

- A. Funding Source: Federal
- B. HHSC total reimbursement for the grant term will not exceed \$1,554,692.00, for the period upon effective date of the Contract through August 31, 2026.
  - 1. SFY2025: \$777,346.00 and
  - 2. SFY2026: \$777,346.00
- C. Grantee is not required to provide matching funds.
- D. Cost Reimbursement Budget:
  - 1. Grantee shall utilize the funding only for costs that are both allowable and approved. If Grantee wants to utilize funds for an expense not documented on the approved annual cost reimbursement budget, Grantee shall notify HHSC, in writing, and receive approval prior to utilizing the funds. HHSC shall provide written notification if the requested expense is approved.
  - 2. If needed, Grantee may revise the HHSC-approved annual cost reimbursement budget. Revision requirements are as follows:
    - a. HHSC approves Grantee's transfer of up to ten percent of total budgeted funds from direct cost categories only, excluding the 'Equipment' category. Budget revisions exceeding ten percent require HHSC's written approval.
    - b. Grantee may request revisions to the approved annual cost reimbursement budget direct cost categories that exceed ten percent by submitting a written request to HHSC's designated Contract manager. This change will require a formal Contract amendment. HHSC will amend the Contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized, until the Contract amendment is executed.
    - c. Grantee may revise the annual cost reimbursement budget 'Equipment' category, but a formal Contract amendment is required. Grantee shall submit to HHSC's designated Contract manager a written request to revise the budget that includes a justification for the revisions. HHSC will amend the Contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized, until the Contract amendment is executed.
    - d. Grantee's Indirect Cost Rate Letter is attached to this Contract as **ATTACHMENT J, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER (DECEMBER 2024)**. If HHSC approves or acknowledges an updated indirect cost rate, HHSC will amend the Contract to incorporate the new rate (and the new indirect cost rate letter, if applicable) and revise the budget accordingly.

**ATTACHMENT B**  
**BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2**

**II. GRANTEE'S ANNUAL COST REIMBURSEMENT BUDGET**

**FY 2025:**

**Form P BUDGET SUMMARY**

Legal Name of Respondent:		North Texas Behavioral Health Authority						
Program name:		Forensic Support Teams						
Budget Categories	Total Budget	A	B	C	D	E	F	G
		HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds	Other Funds Check if Cash Match	<input type="checkbox"/>	Local Funding Sources Check if Cash Match	<input type="checkbox"/>
A. Personnel	\$393,750	\$393,750						\$0
B. Fringe Benefits	\$137,813	\$137,813						\$0
C. Travel	\$0	\$0						\$0
D. Equipment	\$0	\$0						\$0
E. Supplies	\$15,755	\$15,755						\$0
F. Contractual	\$150,000	\$150,000						\$0
G. Other	\$9,360	\$9,360						\$0
H. Total Direct Costs	\$706,678	\$706,678	\$0	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$70,668	\$70,668						\$0
J. Total (Sum of H and I)	\$777,346	\$777,346	\$0	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings			\$0	\$0	\$0	\$0	\$0	\$0

**FY 2026:**

**Form P BUDGET SUMMARY**

Legal Name of Respondent:		North Texas Behavioral Health Authority						
Program name:		Forensic Support Teams						
Budget Categories	Total Budget	A	B	C	D	E	F	G
		HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds	Other Funds Check if Cash Match	<input type="checkbox"/>	Local Funding Sources Check if Cash Match	<input type="checkbox"/>
A. Personnel	\$428,900	\$428,900						\$0
B. Fringe Benefits	\$107,225	\$107,225						\$0
C. Travel	\$0	\$0						\$0
D. Equipment	\$0	\$0						\$0
E. Supplies	\$10,955	\$10,955						\$0
F. Contractual	\$150,000	\$150,000						\$0
G. Other	\$9,598	\$9,598						\$0
H. Total Direct Costs	\$706,678	\$706,678	\$0	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$70,668	\$70,668						\$0
J. Total (Sum of H and I)	\$777,346	\$777,346	\$0	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings			\$0	\$0	\$0	\$0	\$0	\$0

**III. INVOICE SUBMISSION AND FINANCIAL REPORTING REQUIREMENTS**

A. Grantee shall request monthly reimbursement, solely for Contract activities on or before the 20th day of the month after the month of service (e.g., September submission due October 20th) using the State of Texas Purchase Voucher (Form 4116), which is incorporated by reference and can be downloaded at <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher>.

## **ATTACHMENT B**

### **BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2**

- B. Grantee's monthly State of Texas Purchase Voucher Form 4116 must include:
  1. Name, address, and telephone number of Grantee;
  2. HHSC contract number or purchase order number;
  3. Identification of services provided;
  4. Dates on which services were provided;
  5. The total amount of the reimbursement request; and
  6. Supporting documentation, which includes:
    - a. A copy of Grantee's General Ledger proving expenditure of funds by cost category;
    - b. **ATTACHMENT A-1, PROJECT EXPENDITURE REPORT FORM;** and
    - c. Any other documentation required by this Contract or otherwise requested by HHSC to prove expenditure of funds by cost category.
- C. Grantee must submit monthly reimbursement request to [HHSC\\_AP@hhsc.state.tx.us](mailto:HHSC_AP@hhsc.state.tx.us), and copy [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov), the HHSC Contract Representative, and [FSTProgram@hhs.texas.gov](mailto:FSTProgram@hhs.texas.gov). HHSC recommends using the following naming convention on the subject line of all monthly reimbursement requests: *Invoice Submission: [Grantee Legal Name], [Contract Number], [Invoice Number], [Invoice Amount], [Service Date or Month of Service]*.
- D. All Contract costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Contract. HHSC will reimburse Grantee monthly for actual, allowable and allocable costs incurred by Grantee in performance of this Contract.
- E. At the conclusion of each state fiscal year, Grantee shall submit a final invoice for reimbursement of expenditures no later than October 20<sup>th</sup> for goods received and services rendered. Invoices received after October 20<sup>th</sup> for the prior state fiscal year services may not be paid.

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 447-2025 Ratify Rural Healthy Community Collaborative Contract Amendment No. 2 (HHS000679500001)

**DATE:** August 13, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 14th day of June 2023, the following Resolution was adopted:

**WHEREAS**, the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS**, the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS**, NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS**, NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS**, NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratifies the signature of the CEO on the Rural Healthy Community Collaborative Contract Amendment No. 2 (HHS000679500001).

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommend by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #16: 447-2025 Ratify HHSC Rural Healthy Community Collaborative Grant for FY 2026--Amendment No. 3 (Contract No. HHS000679500001)**

**Recommendation/Motion:** Ratify the signature of the CEO on the Rural Healthy Community Collaborative Grant for FY 2026--Amendment No. 3 (Contract No. HHS000679500001)

#### **Background:**

**This Amendment No.3 is for a total of \$363,141.00 and extends the contract through August 31, 2026.  
Match required is: \$90,785.00  
Amendment No. 2 was for a total of \$1,462,564.00 for FY 2024—FY 2025**

Senate Bill (S.B.) 58, 83rd Legislature, Regular Session, 2013, which created the Healthy Community Collaborative (HCC) Grant Program by the enactment of Texas Government Code Chapter 539, aimed at providing communities with resources to serve persons experiencing homelessness with unmet behavioral health needs. The initial program awarded Grant funds to the five most populous cities: Austin, Dallas, Fort Worth, Houston, and San Antonio. S.B. 1849, 85th Legislature, Regular Session, 2017, amended Texas Government Code Chapter 539 to require the Texas Health and Human Services Commission (HHSC) to expand HCC into less densely populated areas of the state by requiring preference be given to Community Collaboratives serving two or more counties, each with a population of less than 100,000. NTBHA's Health Community Collaborative serves Hunt and Navarro Counties.

#### **Evaluation:** N/A

**Financial Information:** This Amendment No.3 is for a total of \$363,141.00 and extends the contract through August 31, 2026.  
Match required is: \$90,785.00  
Amendment No. 2 was for a total of \$1,462,564.00 for FY 2024—FY 2025



**Attachments:** 16. HCC A.3 - Amending\_\$181570500\_HHS000679500001\_Nort

**Implementation Schedule:** Upon ratification by the NTBHA board

**Aligns with NTBHA Strategic Vision #1:** NTBHA will maintain a competent and committed workforce, **NTBHA Strategic Vision #2:** NTBHA will facilitate access to behavioral health services, **NTBHA Strategic Vision #3:** NTBHA will manage core operations efficiently and effectively, and **NTBHA Strategic Vision #4:** NTBHA will identify and develop additional opportunities for service area development.

NTBHA Strategic Visions
<b>Vision #1</b> NTBHA will maintain a competent and committed workforce.
<b>Vision #2</b> NTBHA will facilitate access to behavioral health services.
<b>Vision #3</b> NTBHA will manage core operations efficiently and effectively.
<b>Vision #4</b> NTBHA will identify and develop additional opportunities for service area development.

**Presented By:** Carol Lucky, Chief Executive Officer



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**HEALTH AND HUMAN SERVICES COMMISSION**  
**CONTRACT NO. HHS000679500001**  
**AMENDMENT NO. 3**  
**RENEWAL**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”) and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“Grantee”), collectively referred to herein as the “Parties,” to that certain Healthy Community Collaborative (“HCC”) Grant contract effective September 1, 2021 and denominated HHSC Contract No. HHS000679500001 (“Contract”), as amended, now desire to further amend the Contract.

**WHEREAS**, HHSC has chosen to exercise its option to renew the Contract;

**WHEREAS**, HHSC desires to add State funding to the Contract to support the extension period;

**WHEREAS**, the Parties desire to revise the Statement of Work;

**WHEREAS**, the Parties desire to update the indirect cost rate; and

**WHEREAS**, HHSC desires to update certain Contract terms and conditions.

**NOW, THEREFORE**, the Parties amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of August 31, 2026.
2. **SECTION IV** of the Contract, **BUDGET**, is hereby deleted in its entirety and replaced with the following.

The total value of this Contract will not exceed \$1,815,705.00. This includes the System Agency’s share of \$1,452,565.00 and Grantee’s required match amount of \$363,140.00. All expenditures under the Contract will be in accordance with the provisions outlined in **ATTACHMENT B, BUDGET PROCEDURES (VERSION 3)**.

**Indirect Cost Rate:** Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET PROCEDURES (VERSION 3)** and the Indirect Cost Rate Letter attached to this Contract and incorporated as **ATTACHMENT J**.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

3. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK (VERSION 2)**, is hereby deleted in its entirety and replaced with **ATTACHMENT A, STATEMENT OF WORK (VERSION 3)**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.

4. **ATTACHMENT B** of the Contract, **BUDGET PROCEDURES (VERSION 2)**, is hereby deleted in its entirety and replaced with **ATTACHMENT B, BUDGET PROCEDURES (VERSION 3)**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
5. **ATTACHMENT C** of the Contract, **HHS UNIFORM TERMS AND CONDITIONS — GRANT, VERSION 3.2**, is hereby deleted in its entirety and replaced with **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS — GRANT, VERSION 3.5**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
6. **ATTACHMENT D** of the Contract, **CONTRACT AFFIRMATIONS V. 2.2**, is hereby deleted in its entirety and replaced with **ATTACHMENT D, CONTRACT AFFIRMATIONS V. 2.5**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
7. **ATTACHMENT J** of the Contract, **INDIRECT COST RATE LETTER (JUNE 24, 2019 INDIRECT COST RATE ACKNOWLEDGEMENT LETTER – TEN PERCENT DE MINIMIS)**, is deleted in its entirety and replaced with **ATTACHMENT J, INDIRECT COST RATE LETTER (DECEMBER 13, 2024 DE MINIMIS ACKNOWLEDGEMENT)** which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
8. This Amendment No. 3 shall be effective as of date last signed below.
9. Except as modified by this Amendment No. 3, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
10. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 3  
HHSC CONTRACT No. HHS000679500001**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Carol Lucky

CEO

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT NO. 3 AND  
INCORPORATED AND MADE PART OF THE CONTRACT FOR ALL PURPOSES:**

<b>ATTACHMENT A</b>	<b>STATEMENT OF WORK (VERSION 3)</b>
<b>ATTACHMENT B</b>	<b>BUDGET PROCEDURES (VERSION 3)</b>
<b>ATTACHMENT C</b>	<b>HHS UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.5</b>
<b>ATTACHMENT D</b>	<b>CONTRACT AFFIRMATIONS V. 2.5</b>
<b>ATTACHMENT J</b>	<b>INDIRECT COST RATE LETTER (DECEMBER 13, 2024 DE MINIMIS ACKNOWLEDGEMENT)</b>

## **ATTACHMENT A** **STATEMENT OF WORK, VERSION 3**

### **I. PROGRAM BACKGROUND**

Senate Bill (S.B.) 58, 83rd Legislature, Regular Session, 2013, created the Healthy Community Collaborative (HCC) Grant Program that is now defined by [Texas Government Code Chapter 547A](#), aimed at providing communities with resources to serve persons experiencing homelessness with unmet behavioral health needs.

### **II. GRANTEE RESPONSIBILITIES**

#### **A. PURPOSE**

HCC services must be used for the following purposes:

1. The development of the infrastructure of the collaborative and the start-up costs of the collaborative;
2. The establishment, operation, or maintenance of other community service providers in the community served by the collaborative, including intake centers, detoxification units, sheltering centers for food, workforce training centers, microbusinesses, and educational centers;
3. The provision of clothing, hygiene products, and medical services to and the arrangement of transitional and permanent residential housing for persons served by the collaborative;
4. The provision of mental health services and substance abuse treatment not readily available in the community served by the collaborative;
5. The provision of information, tools, and resource referrals to assist persons served by the collaborative in addressing the needs of their children; and
6. The establishment and operation of coordinated intake processes, including triage procedures, to protect the public safety in the community served by the collaborative.

#### **B. COLLABORATION**

Grantee shall:

1. Implement the HCC program using a community collaborative approach. The focus of the community collaborative shall be the eventual successful transition of persons from receiving services from the collaborative to becoming integrated into the community served by the collaborative through community relationships and family supports.
2. Provide evidence of significant coordination and collaboration with provider agencies.
3. Provide evidence of a local law enforcement policy to divert appropriate persons from jails, other detention facilities, or mental health facilities operated by or under contract with HHSC to an entity affiliated with a community collaborative for the purpose of providing services to those persons.
4. Establish policies and procedures that address any conflicts or potential conflicts that may arise among service provider agencies.

#### **C. SERVICES AND SUPPORTS**

Grantee shall:

## **ATTACHMENT A** **STATEMENT OF WORK, VERSION 3**

1. Provide stage-wise, effective, evidence-based practices (EBP), including the following:
  - a. Trauma-Informed Care such as Seeking Safety or other HHSC-approved EBP;
  - b. [Motivational Interviewing](#);
  - c. [SAMHSA Supported-Employment EBP Toolkit](#);
  - d. [SAMHSA Permanent Supported Housing EBP Toolkit](#); and
  - e. [SAMHSA Integrated Treatment for Co-Occurring Disorders EBP Toolkit](#).

### **D. ACCESS, ELIGIBILITY, AND DISCHARGE**

Grantee shall:

1. Establish admission criteria that target individuals experiencing homelessness, substance abuse issues, or mental illness.
2. Coordinate its access system to include the ability to screen and divert those persons who can be diverted from entering homeless services.
3. Discriminate against no person, directly or by contract, discriminate in the delivery of services on the basis of race, color, national origin, sex, age, religion, disability, political beliefs, or sexual orientation.
4. Establish policies and procedures for graduating a client from the HCC program. Communication between network providers and other persons or entities necessary to establish and maintain continuity of services shall be established prior to client graduation. Grantee shall ensure client has an appointment scheduled with a physician or designee authorized by law to prescribe needed medications, if the recovery or treatment plan, as defined in [Title 26 of the Texas Administrative Code \(TAC\) Chapter 306, Subchapter D, Mental Health Services – Admission, Discharge, and Continuity of Care](#), indicates that the Local Mental Health Authority (LMHA) or other contracted service provider is responsible for providing or paying for psychotropic medications.

### **E. COLLABORATIVE SERVICES AND ACTIVITIES**

The Grantee shall directly provide or establish, through memorandums of understanding with other collaborative partners, immediate access to HCC services.

1. Required core services must include at least one of the following:
  - a. Coordinated Entry/Intake Centers;
  - b. Mental Health Services;
  - c. Benefit Application Assistance;
  - d. Substance Use Treatment Services;
  - e. Jail Diversion Services;
  - f. Housing Case Management Services; or
  - g. Any other HHSC-approved core services.
2. Other acceptable services and activities shall be negotiated and agreed upon by HHSC and Grantee. Examples include:
  - a. Community Collaborative Start-Up Costs and Infrastructure Development;
  - b. Peer Services;

## **ATTACHMENT A STATEMENT OF WORK, VERSION 3**

- c. Provision of Clothing, Grooming Services and Hygiene Products;
- d. Emergency Shelter;
- e. Shelter Diversion;
- f. Integrated Medical Services;
- g. Rental Assistance;
- h. Education, Job Training and/or Employment Services; and
- i. Family Services.

### **F. RULES**

1. Grantee shall maintain and document compliance with the applicable State of Texas operating and licensing standards and require the same of its vendor and subrecipient contracts.
2. In addition to complying with all existing HHSC rules and regulations and the terms of this Contract, local mental health authority (LMHA) mental health service providers and substance use treatment providers shall also comply with the terms and conditions of their current HHSC Contract.

### **G. MATCHING FUNDS**

The HCC Program must dedicate matching funds equal to a certain percentage of the state award, based on the population of the counties proposed to be served. Matching funds may include cash or in-kind contributions from private contributors or local governments but must not include funds from state or federal sources.

1. Projects providing or coordinating services in a county with a population of less than 100,000 must match 25 percent of the amount of state funds awarded;
2. Projects providing or coordinating services in a county with a population of less than 250,000 must match 50 percent of the amount of state funds awarded;
3. Projects providing or coordinating services in a county with a population of 250,000 or greater must match 100 percent of the amount of state funds awarded; and
4. Projects providing or coordinating services in multiple counties must match the percentage required based on the county with the largest population in the proposed service area.

### **III. PERFORMANCE MEASURES**

The terms of this Attachment will be used to assess Grantee's effectiveness in providing the services described above. HHSC may request validation of performance measures at any time, and Grantee must provide a timely response to HHSC's validation request.

- A. Performance reports must show progress towards both:
  1. Outputs: Counts or percentages that show the number of services/activities or encounters delivered; and
  2. Outcomes: Measures showing benefits to individuals as a result of services/activities received such as a positive change in knowledge, skills and/or behaviors.
- B. Grantee shall include at least four (4) of the eight (8) measures listed in Texas Government Code, Section 547A.0004, and the corresponding data for each in the

## **ATTACHMENT A STATEMENT OF WORK, VERSION 3**

quarterly Performance Measure Report. Data reported shall demonstrate the effectiveness of the collaborative services in achieving the Grantee's chosen outcome measures.

### **IV. MATCH REQUIREMENTS/ REPORTING**

A. Grantee shall submit a Match Reimbursement Certification Form to HHSC on a quarterly basis.

Match requirements may be updated to reflect changes in Texas Government Code, Chapter 547A.

B. Grantee shall submit a Performance Measure Workbook quarterly no later than 30 calendar days after the end of each State Fiscal Year quarter, therefore no later than:

1. December 30th for Quarter 1;
2. March 30th for Quarter 2;
3. June 30th for Quarter 3; and
4. September 30th for Quarter 4.

C. Within 90 days of execution of this Contract, Grantee shall submit to HHSC policies and procedures that effectively demonstrate adherence to this Contract. Policies and procedures shall include:

1. Intake process;
2. Program graduation and discharge protocols;
3. Coordination and collaboration strategies between partner agencies;
4. Assurance continuity of care is established prior discharge from HCC program; and
5. Discharge follow-up process.

Grantee shall submit updated policies and procedures whenever revisions are made.

D. Grantee shall submit the Statewide Behavioral Health Coordinating Council report semi-annually using **Attachment A-3, SBHCC Report**.

E. Grantee is required to provide HHSC the following updates and revisions within the specified timeframes:

1. In the event of any change to, or termination of a vendor or subrecipient contract, within thirty (30) calendar days of any such change, the Grantee shall submit to HHSC a revised **Attachment A-5, Vendor or Subrecipient Data Sheet** with written details outlining modifications.
2. If the Subcontractor Agreement Form (attached to **Data Use Agreement – Attachment G**) is terminated for any reason, Grantee shall provide HHSC notification in writing within thirty (30) calendar days.

### **V. THIRD-PARTY EVALUATOR SERVICE DATA REPORTING**

## **ATTACHMENT A**

### **STATEMENT OF WORK, VERSION 3**

Per Texas Government Code, Section 547A.0006, HHSC shall contract with an independent third-party to verify annually whether a community collaborative is meeting outcome measures under Section 547A.0004.

- A. Upon execution of this Contract, Grantee shall participate in the following quality improvement strategies identified by the third-party evaluator:
  - 1. Chart Reviews;
  - 2. Participant and provider interviews;
  - 3. Participant surveys;
  - 4. Independent Study; and
  - 5. Any other HHSC approved strategies third-party evaluator identifies.
- B. Grantee will adhere to HHSC approved recommendations made by the third-party evaluator to improve program output and outcomes. Grantee will attend technical assistance calls as needed to address challenges program may be experiencing to meet quality improvement recommendations.
- C. Grantee shall submit any outcome data to third-party evaluator at the frequency identified by the third-party evaluator.

#### **VI. SUBMISSION OF HHSC REPORTS/DOCUMENTATION**

- A. Grantee shall submit all reports, documentation, and other information required of Grantee electronically to the mhcontracts@hhs.texas.gov email address, the assigned HHSC Contract Manager and Program Subject Matter Expert (SME).

#### **VII. INVOICE AND PAYMENT**

- A. HHSC will pay Grantee monthly on a cost-reimbursement basis. HHSC will reimburse Grantee only for allowable and reported expenses incurred within the Contract term.
- B. Grantee shall request monthly payments by the 15th day following each service month using the State of Texas Purchase Voucher Form 4116, **Attachment A-2, Project Expenditure Report**.
- C. Expenditure Report. HHSC will issue reimbursement payments to the Grantee on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoice approval and payment is contingent upon receipt of the monthly expenditure and match reports and adequate supporting documentation. At a minimum, the invoice shall include the following items:
  - 1. Name, address, and telephone number of Grantee;
  - 2. HHSC Contract or Purchase Order Number;
  - 3. Identification of service(s) provided;
  - 4. Dates services were delivered;
  - 5. Total invoice amount;
  - 6. A copy of the General Ledger for the period which supports the budget items requesting reimbursement;

## **ATTACHMENT A STATEMENT OF WORK, VERSION 3**

7. **Attachment A-2, Project Expenditure Report;** and
8. Any additional supporting documentation which is required by this Statement of Work or as requested by HHSC.

D. Grantee shall complete **Attachment A-6, Match Reimbursement Certification Form** quarterly and attach with payment request submitted on or before the following dates:

- a. December 15th;
- b. March 15th;
- c. June 15th; and
- d. September 15th.

E. Grantee shall electronically submit all invoices with supporting documentation to the Claims Processing Unit at [HHSC\\_AP@hhsc.state.tx.us](mailto:HHSC_AP@hhsc.state.tx.us), with a copy to [mhcontracts@hhs.texas.gov](mailto:mhcontracts@hhs.texas.gov), the HHSC HCC Contract Manager and the HHSC HCC Program Specialist. Alternative submission arrangements must be approved by the assigned HHSC Contract Manager.

F. HHSC, at its sole reasonable discretion, may adjust the funding amount of a Contract based on performance, the failure to expend funding, the failure to meet match, and/or other criteria determined by HHSC, and contingent on availability of funds allocated for the adjustments.

**ATTACHMENT B – BUDGET PROCEDURES, VERSION 3**  
**Grantee: North Texas Behavioral Health Authority**  
**Contract Number: HHS000679500001**

A. Funding Source: State General Revenue.

B. Funding Amounts by State Fiscal Year (i.e., September 1<sup>st</sup> through August 31<sup>st</sup>)

	<b>Award</b>	<b>Match</b>
<b>FY 2022</b>	\$290,513.00	\$72,628.00
<b>FY 2023</b>	\$290,513.00	\$72,628.00
<b>FY 2024</b>	\$290,513.00	\$72,628.00
<b>FY 2025</b>	\$290,513.00	\$72,628.00
<b>FY 2026</b>	\$290,513.00	\$72,628.00

C. State Fiscal Year 2026

Legal Name of Respondent:		North Texas Behavioral Health Authority						
Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind	
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match	
A. Personnel	\$81,880	\$81,880						\$0
B. Fringe Benefits	\$20,470	\$20,470						\$0
C. Travel	\$2,861	\$2,861						\$0
D. Equipment	\$0	\$0						\$0
E. Supplies	\$0	\$0						\$0
F. Contractual	\$168,517	\$95,889						\$72,628
G. Other	\$56,400	\$56,400						\$0
H. Total Direct Costs	\$330,128	\$257,500	\$0	\$0	\$0	\$0	\$72,628	
I. Indirect Costs	\$33,013	\$33,013	\$0					\$0
J. Total (Sum of H and I)	\$363,141	\$290,513	\$0	\$0	\$0	\$0	\$72,628	
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

D. Total Reimbursements for the grant term will not exceed \$1,452,565.00.

E. Grantee's match requirement for the grant term will not exceed \$363,140.00.

F. Cost Reimbursement Budget:

1. Grantee shall only utilize the funding for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved annual cost reimbursement budget, Grantee shall notify System Agency, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
2. If needed, Grantee may revise the System Agency-approved annual cost reimbursement budget. Revision requirements are as follows:
  - a. System Agency approves Grantee's transfer of up to ten (10) percent of funds from budgeted direct cost categories only, excluding the 'Equipment' category.

Budget revisions exceeding the ten (10) percent requirement require System Agency's written approval.

- b. Grantee may request revisions to the approved annual cost reimbursement budget direct cost categories that exceed the ten (10) percent requirement by submitting a written request to the System Agency assigned contract manager. This change will require a formal contract amendment. System Agency will amend the contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized until the contract amendment is executed.
- c. Grantee may revise the annual cost reimbursement budget 'Equipment' category; however, a formal contract amendment is required. Grantee shall submit to the System Agency assigned contract manager a written request to revise the budget, which includes a justification for the revisions. System Agency will amend the contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized until the contract amendment is executed.
- d. Grantee may revise the cost reimbursement budget to incorporate Grantee's new indirect cost rate. An approved change requires a formal contract amendment. A new indirect cost rate letter as **ATTACHMENT J** shall be incorporated into the Contract and this Attachment revised accordingly.

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** **448-2025 Ratify the HHSC Youth Crisis Outreach Team (YCOT) Grant for FY 2026—FY 2027, Amendment No. 1 (Contract No. HHS001442900007)**

**DATE:** August 13, 2025

**STATE OF TEXAS**      }

**COUNTY OF DALLAS**      }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratify the signature of the CEO on the HHSC Youth Crisis Outreach Team (YCOT) Grant for FY 2026—FY 2027, Amendment No. 1 (Contract No. HHS001442900007)

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommend by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #17: Resolution 448-2025 Ratify the HHSC Youth Crisis Outreach Team (YCOT) Grant for FY 2026—FY 2027, Amendment No. 1 (Contract No. HHS001442900007)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Youth Crisis Outreach Team (YCOT) Grant Program for FY 2026—FY 2027, Amendment No. 1 (Contract No. HHS001442900007)

#### **Background:**

**This Amendment No. 1, for FY 2026—FY 2027, the total amount of this Grant Agreement will not exceed \$3,500,000.00.**

**For FY 2024—FY 2025, the total amount of this Grant Agreement did not exceed \$1,750,000.00.**

**Purpose:** The Youth Crisis Outreach Team Plus (YCOT+) pilot program is a crisis stabilizing resource that will provide support 24 hours a day, seven days a week, when any individual contacts the crisis system for a child or youth in crisis. The diversionary goals of the YCOT+ concept (reduced inpatient and law enforcement interventions) aligns with the current Mobile Crisis Outreach Team (MCOT) model; however, YCOT+ focuses on providing urgent and emergent crisis services to children and adolescents who are involved with the Department of Family and Protective Services (DFPS), including youth in DFPS conservatorship, or who are at risk of DFPS involvement. The YCOT+ teams will use trauma-informed interventions and strategies to de-escalate a child in crisis, aid in relapse prevention and safety planning, and be available to the child's family, or other caregiver, for up to 90 days (or no less than 4-6 weeks) after the crisis. The Local Mental Health Authority (LMHA or Grantee) must provide ongoing crisis stabilization support and ensure connection to community mental health resources. Crisis is defined by 26 TAC Subchapter G, §301.303.

**Goals:** The LMHA will implement a YCOT+ program within FY24 to support the following goals:

- a. Address immediate crisis intervention needs for youth and families involved with DFPS or who are at risk of involvement;
- b. Provide active de-escalation and assess youth into a level of care at the LMHA if appropriate;
- c. Provide crisis stabilization in the least restrictive environment;
- d. Provide crisis resolution with intensive short-term follow-up care;
- e. Raise awareness of community resources, including non-LMHA resources; and
- f. Reduce inpatient and law enforcement interventions.



**Specialized YCOT + (DFPS) Population:** Children previously or currently served by DFPS and in one of the following populations:

- a. At risk of parental relinquishment or removal;
- b. Multiple or extended stay inpatient psychiatric hospitalizations;
- c. Multiple placement disruptions;
- d. High behavioral health acuity (e.g., serious emotional disturbance, intellectual/developmental disability; physical aggression, trafficking history; substance use); or
- e. Juvenile Justice Involvement.

**Financial Information:**

For FY 2024—FY 2025, the total amount of this Grant Agreement did not exceed **\$1,750,000.00**.

For FY 2026—FY 2027, the total amount of this Grant Agreement will not exceed **\$3,500,000.00**.

No matching funds required.

**Implementation Schedule:** Upon Ratification by the NTBHA board.

**Attachments:** 17. MH\_YCOT - HHS001442900007 Amendment No.1 FY26-FY27 - Unsigned

**Aligns with Visions #1, 2, 3, and 4**

NTBHA Strategic Visions
<b>Vision #1 NTBHA will maintain a competent and committed workforce.</b>
<b>Vision #2 NTBHA will facilitate access to behavioral health services.</b>
<b>Vision #3 NTBHA will manage core operations efficiently and effectively.</b>
<b>Vision #4 NTBHA will identify and develop additional opportunities for service area development.</b>

**Presented By:** Carol Lucky, Chief Executive Officer



8111 Lyndon B. Johnson Freeway, Suite 900, Dallas, TX 75251  
Tel: 214-366-9407 | Fax: 214-366-9417 | [www.ntbha.org](http://www.ntbha.org)

**HHSC CONTRACT NO. HHS001442900007**  
**AMENDMENT NO. 1**

The Health and Human Services Commission (“HHSC”) and North Texas Behavioral Health Authority (Grantee), collectively the “Parties” to that grant agreement implementing the Youth Crisis Outreach Team Grant Program and denominated Contract No. HHS001442900007 (the “Contract”), effective on May 14, 2024, now want to amend the Contract.

**WHEREAS**, HHSC wants to exercise its option to extend the term of the Contract;

**WHEREAS**, HHSC wants to add FY26-FY27 funds to the total Contract value to support the extension period;

**WHEREAS**, HHSC wants to supplement the Indirect Cost Rate Acknowledgement Letter of the Contract; and

**WHEREAS**, HHSC wants to amend Attachments C and D of the Contract.

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

1. **SECTION III** of the Contract, **DURATION**, is revised to reflect an expiration date of August 31, 2027.
2. **Attachment A, Statement of Work, Version 1** is supplemented with the addition of **Attachment A, Statement of Work, Version 2** which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
3. **SECTION V** of the Contract, **BUDGET AND INDIRECT COST RATE**, is hereby supplemented in entirety and replaced with the following:

The total amount of this Grant Agreement will not exceed \$3,500,000.00. Grantee is not required to provide matching funds.

The total not-to-exceed amount includes the following:

Total Federal Funds:  
Total State Funds: \$3,500,000.00

4. All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, BUDGET AND INVOICE SUBMISSION REQUIREMENTS (VERSION 2)**.

**Indirect Cost Rate:** The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B**, and the ICR Acknowledgement Letter is attached to this Contract and incorporated as **ATTACHMENT I**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

**5. SECTION VI** of the Contract, **REPORTING REQUIREMENTS** is hereby deleted in entirety and replaced with the following:

Grantee shall submit the following reports:

REPORT	FREQUENCY	DUEDATE
Invoices/Requests for Reimbursement – Monthly	Monthly	30 <sup>th</sup> of each invoice month
Performance Report – Quarterly	Quarterly	December 20th, March 20th, June 20th, September 20th
Project Summary Report	Annually	September 30th
YCOT Policies and Procedures	Annually	September 30 <sup>th</sup> (initial submission within 30 days of contract execution)

6. Attachment C, HHS Contract Affirmations of the Contract is deleted in its entirety and replaced with Attachment C, HHS Contract Affirmations Version 2.5 is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
7. Attachment D, HHS Uniform Terms and Conditions – Grant Version 3.3 of the Contract is deleted in its entirety and replaced with Attachment C, HHS Uniform Terms and Conditions – Grant Version 3.5, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
8. This amendment No. 1 shall be effective upon date of last signature.
9. Attachment J, YCOT Program Standards is attached to the Amendment No. 1 and incorporated and made part of the Contract for all purposes.
10. Except as amended, all terms and conditions of the Contract shall remain in effect.
11. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 1  
HHSC CONTRACT NO. HHS001442900007**

**HEALTH AND HUMAN SERVICES COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING ATTACHMENTS ARE ATTACHED TO THIS AMENDMENT NO. 1 AND  
INCORPORATED AND MADE PART OF THE CONTRACT FOR ALL PURPOSES:**

**ATTACHMENT A STATEMENT OF WORK, VERSION 2**

**ATTACHMENT B BUDGET AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2**

**ATTACHMENT C CONTRACT AFFIRMATIONS, VERSION 2.5**

**ATTACHMENT D UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.5**

**ATTACHMENT I INDIRECT COST RATE ACKNOWLEDGEMENT LETTER (VERSION 2)**

**ATTACHMENT J YCOT PROGRAM STANDARDS**

**ATTACHMENT A**  
**STATEMENT OF WORK, VERSION 2**  
**YOUTH CRISIS OUTREACH TEAM PROGRAM**

**I. PURPOSE**

- A. The Youth Crisis Outreach Team (YCOT) program is a crisis stabilizing resource specially designed to support youth and families in crisis to prevent escalation to more acute settings when resolution in a home, school, or community setting is more appropriate. YCOT is a specialized resource embedded within the crisis service continuum, working alongside other crisis programs to collectively provide support 24 hours a day, seven days a week. During designated hours, YCOT will provide a developmentally-appropriate, in person response with specially trained staff. YCOT will use trauma-informed interventions and strategies to de-escalate a youth in crisis, aid in relapse prevention and safety planning and will offer support to the youth and their family, or other primary caregiver, for a minimum of 30 days and up to 90 days after the crisis.
- B. The Local Mental Health Authority or Local Behavioral Health Authority (LMHA/LBHA or Grantee) will implement a YCOT program to support the following goals:
  - 1. Address immediate crisis intervention needs for youth and families;
  - 2. Provide de-escalation and assess youth into a level of care if appropriate;
  - 3. Provide crisis stabilization in the least restrictive environment with intensive short-term follow-up care;
  - 4. Raise awareness of and ensure connection to community resources;
  - 5. Reduce inpatient admissions and law enforcement interventions;
  - 6. Reduce risk of parental relinquishment, removal, or out-of-home placement; and
  - 7. Divert youth from emergency rooms when possible.

**II. GRANTEE RESPONSIBILITIES**

- A. **Definitions.** For the purpose of this Attachment, “crisis” refers to the event demonstrating need for behavioral health crisis services and intervention to prevent escalation to more acute settings when resolution in a home, school, or community setting is more appropriate.
- B. **Eligibility for Services.** YCOTs serve youth ages three to 17 years who are in need of behavioral health crisis services and intervention to prevent escalation to more acute settings when resolution in a home, school, or community setting is more appropriate. Grantee may prioritize a target population for YCOT services based on one or more of the following risk factors:
  - 1. experiencing challenges with school participation, truancy, family issues, exposure to violence and trauma, or suspected mental health concerns;
  - 2. on the inquiry list for YES Waiver services;
  - 3. at risk of parental relinquishment or removal;
  - 4. multiple or extended stay inpatient psychiatric hospitalizations;
  - 5. multiple placement disruptions;
  - 6. child welfare involvement;
  - 7. Juvenile Justice involvement; or
  - 8. multiple referrals for behavioral and/or mental health services within the school district.

**ATTACHMENT A**  
**STATEMENT OF WORK, VERSION 2**  
**YOUTH CRISIS OUTREACH TEAM PROGRAM**

**C. Staffing.**

1. Grantee shall comply with YCOT staffing standards, to include a minimum of the following roles defined in 26 TAC Subchapter G §301.303, 26 TAC Subchapter F §306.305, and 1 TAC Subchapter N §354.3051;
  - a. A Licensed Professional of the Healing Arts (LPHA) Supervisor;
  - b. Two LPHAs;
  - c. Two Qualified Mental Health Professionals-Community Services; and
  - d. Two Certified Family Partners (or family partners pursuing certification), or one Certified Family Partner and one Peer Specialist.
2. Grantee shall report once every quarter on the status of filling these positions.
3. In areas that are designated as a Mental Health Professional Shortage Area, as defined by the U.S. Health Resources and Services Administration, Grantee may submit a waiver request for alternate staff credentials to fill the team roles, as specified below. Grantee must:
  - a. Retain documentation of efforts made to hire a qualified staff before submitting a waiver request;
  - b. Submit a waiver request to the HHSC YCOT program lead and Contract Manager; and
  - c. Submit a new waiver request, which is specific to the LMHA or LBHA, if the staff vacates the position.

**D. Program Standards.** Grantee shall implement a YCOT program and provide crisis response and stabilization services to eligible youth and families according to the following three phases of service delivery, which are incorporated by reference in Attachment E “YCOT Program Standards”:

1. Screening and Triage Phase: activities completed at the time of the crisis or notification of the crisis for the purpose of screening, gathering presenting concerns, and determining appropriate response.
2. Initial Crisis Response Phase: activities and services provided within the first 7 days of the initial contact to stabilize the presenting crisis, prior to transitioning the youth and family into the stabilization and follow-up phase.
3. Stabilization and Follow-Up Phase: activities and services that may include YCOT-delivered interventions that aim to address presenting concerns, ensure connection to community supports, and prevent future crisis events. This phase lasts for a minimum of 30 days after the crisis and up to 90 days when clinically necessary.

**E. Services.**

1. Screening and Triage Phase:
  - a. Grantee can receive referrals through the local crisis hotline, through walk-in services, from other Grantee programs, or by direct referral sources in the community as deemed appropriate by the YCOT program.
  - b. Grantee shall define the scheduled program hours during which dedicated YCOT staff are available for in person crisis response. The minimum number of hours of dedicated YCOT crisis coverage shall be no less than 40 hours per week, as incorporated by reference in Attachment E “YCOT Program Standards.”
2. Initial Crisis Response Phase:

**ATTACHMENT A**  
**STATEMENT OF WORK, VERSION 2**

**YOUTH CRISIS OUTREACH TEAM PROGRAM**

- a. Grantee can deliver YCOT services in the crisis service array to youth authorized in any Level of Care (LOC) as defined in the “Texas Resilience and Recovery Utilization Management Guidelines: Child and Adolescent Services.”
- b. YCOT program staff shall deliver initial crisis services in-person, in the location where the crisis occurs or where the youth, parent, guardian, or LAR, as applicable, deems appropriate, and using developmentally appropriate tools and strategies. If YCOT staff cannot perform an assessment in-person, staff must document the reason why the assessment could not be performed in-person in the youth's Electronic Health Record;
- c. At a minimum, YCOT staff shall provide the following services during the initial crisis response phase:
  - i. Crisis screening and assessment as defined in the “Texas Resilience and Recovery Utilization Management Guidelines: Child and Adolescent Services;”
  - ii. Safety planning: When clinically indicated, creating and documenting an individualized safety plan with the youth and parent, guardian, or LAR, and providing a copy of the safety plan to the youth and their parent, guardian, or LAR;
  - iii. Crisis Treatment Plan: Creating and documenting an individualized crisis treatment plan recommending the most effective and least restrictive available treatment including interventions, outcomes, plans for follow-up and aftercare, and referrals. This crisis treatment plan shall be family-centered, including the youth, family members', caregivers, or LAR's preferences to the extent possible, and must be adjusted whenever necessary to incorporate the youth's response to previous treatment;
  - iv. Coordination of Crisis Services: identifying and linking the youth with available services necessary to stabilize the crisis, providing assistance in accessing those services, and contacting and coordinating with the youth's existing service providers in accordance with 26 TAC Subchapter G, §301.351 (f);
  - v. Crisis Follow-Up and Relapse Prevention: A service provided to or on behalf of individuals who are not in imminent danger of harm to self or others but require additional assistance to avoid recurrence of the crisis event;
  - vi. Initial Crisis Follow-up and Relapse Prevention services shall be provided within 24 hours of the initial call or contact.
- d. When clinically indicated, Grantee must provide the following services during the initial crisis response phase:
  - i. Family Partner Supports: Peer mentoring and support provided by Certified Family Partners (or Family Partner pursuing certification) to the primary caregivers of a youth who is receiving mental health community services. This may include introducing the family to the treatment process, modeling self-advocacy skills, providing information, making referrals, providing non-clinical skills training, and assisting in the identification of natural/non-traditional and community supports;

## **ATTACHMENT A STATEMENT OF WORK, VERSION 2**

### **YOUTH CRISIS OUTREACH TEAM PROGRAM**

- ii. Continuity of services: as defined in 26 TAC Subchapter G, §301.303 (10), services that ensure the youth is provided uninterrupted services during a transition between service types (e.g., inpatient services, outpatient services) or providers;
- iii. Other adjunct services in the crisis service array as defined in the “Texas Resilience and Recovery Utilization Management Guidelines: Child and Adolescent Services,” including Crisis Transportation, Safety Monitoring, Psychosocial Rehabilitative Services, Pharmacological Management, Supplemental Nursing Services, and Psychiatric Diagnostic Interview Examination.
- 3. Stabilization and Follow-Up Phase:
  - a. Grantee shall support the provision of services for the youth’s family, caregivers, or LAR for up to 90 days if clinically necessary, but no less than 30 days after the crisis, and, if the parent, guardian, or LAR consents, as applicable. Supporting the provision of services is to include providing ongoing mental health support and ensuring connection to local resources for children and families and community mental health resources to include but not limited to the inpatient care waitlist, Residential Treatment Center Project, Children’s Crisis Respite, YES Waiver, and Community Resource Coordination Groups.
  - b. At a minimum, Grantee must attempt follow-up service contact no less than 30 days after the crisis. If YCOT staff are unable to contact the youth, parent guardian, or LAR, Grantee shall document attempted follow-up contact in the youth’s contact notes.
  - c. Grantee shall provide stabilization and follow-up services for up to 90 days if clinically necessary. This may include authorization of LOC-5 Transitional Services in accordance with the “Texas Resilience and Recovery Utilization Management Guidelines: Children and Adolescents.”
  - d. If a youth enrolled in YCOT services reaches their 18th birthday after the point of initial contact with YCOT but prior to 90 days after the crisis, Grantee may continue to serve the youth and their family, caregiver, or LAR for up to 90 days.
  - e. Grantee shall offer an HHSC-approved “YCOT Care Experience Survey” to all youth, parents, guardians, and LAR that received YCOT services, incorporated by reference in Attachment XX.
- 4. Ongoing Activities:
  - a. Grantee shall provide youth-specific on-going training for local MCOT staff and other Grantee direct care staff involved in YCOT service delivery.
  - b. Grantee shall conduct outreach to community partners (e.g., families, schools, psychiatric hospitals, local law enforcement, first responders, and emergency departments) to inform them that YCOT is a resource for youth in crisis.
- F. **Policies and Procedures.** Grantee must submit written policies and procedures no later than 30 days after the date of contract execution and again within 30 days of the start of each new fiscal year. Policies and procedures must include the following:
  1. Duties and responsibilities for all staff involved in YCOT program implementation and service delivery;

## **ATTACHMENT A STATEMENT OF WORK, VERSION 2**

### **YOUTH CRISIS OUTREACH TEAM PROGRAM**

2. YCOT-specific training requirements for all direct care staff who are involved in YCOT service delivery, including Grantee direct care staff that may provide back-up crisis response services when YCOT staff are not available;
3. Planned program hours for dedicated YCOT crisis response, dependent on full staffing, and based on peak hours with the highest number of crisis hotline calls for youth;
4. A referral process on how calls will be received and routed to YCOT staff, including a process for referrals received through the local crisis hotline, walk-in referrals, referrals from other crisis programs, and direct referrals;
5. Identifying alternate crisis service providers to be dispatched when YCOT staff are not available for crisis response;
6. Location of services provided during the initial crisis response phase, to ensure that services reach youth where the crisis occurs or where the youth and parent, guardian or LAR deems appropriate;
7. The procedure for involving a member of law enforcement in the initial crisis response, including the criteria used to make this determination and how YCOT will involve the youth, parent, guardian, or LAR in this decision;
8. Process for determining transition from the Initial Crisis Response Phase to the Stabilization and Follow-Up Phase and criteria used for determining clinical necessity to extend support services for up to 90 days;
9. Process for determining discharge from YCOT services, including how this is documented and communicated to the youth and parent, guardian, or LAR;
10. A plan for outreach to community partners (e.g., families, schools, psychiatric hospitals, local law enforcement and emergency departments); and
11. A plan for disseminating the “YCOT Care Experience Survey,” collecting data, and determining response rates.

#### **G. Training.**

1. Grantee must define competency-based expectations for each staff position and implement a process to ensure competency of staff members prior to providing services, in accordance with 26 TAC Subchapter G §301.331 (relating to Competency and Credentialing). Additionally, all direct service YCOT staff must receive crisis training prior to providing services that includes at a minimum:
  - a. Identifying signs, symptoms, and crisis response related to substance use;
  - b. Identifying signs, symptoms, and crisis response to trauma, abuse, and neglect;
  - c. Identifying signs, symptoms, and crisis response to individuals with intellectual disability and developmental disabilities, including a specialized training or training module that is specific to children and adolescents;
  - d. Applying knowledge and effective use of specialized assessment and intervention strategies for children, adolescents, and families, including the following topics and interventions:
    - i. motivational interviewing;
    - ii. trauma-informed care;
    - iii. violence risk;
    - iv. age-appropriate assessments; and

## **ATTACHMENT A STATEMENT OF WORK, VERSION 2**

### **YOUTH CRISIS OUTREACH TEAM PROGRAM**

- v. identifying signs of human trafficking;
- e. Assessing individuals and providing intervention;
- f. Conducting suicide screenings and assessments, homicide screenings and assessments, and risk of deterioration screenings and assessments;
- g. Applying knowledge and effective use of communication strategies such as a range of early intervention, de-escalation, mediation, problem-solving, and other non-physical interventions;
- h. Completing clinical interviews in behavioral health crisis care for all clinical staff involved in YCOT service delivery, including a physician (preferably a psychiatrist), Advanced Practice Registered Nurse (APRN), Registered Nurse (RN), Physician's Assistant (PA), LPHA, or QMHP-CS; and
- i. Using telehealth or telemedicine technology, if applicable.

2. YCOT staff must obtain and maintain licensing, credentialing, and supervision standards per their license, certification, or scope of practice that includes, but is not limited to:
  - a. Licensing in accordance with the respective chapter of the Texas Occupations Code;
  - b. Competency and credentialing in accordance with 26 TAC Subchapter G §301.331;
  - c. Supervision in accordance with the respective chapter of the Texas Occupations Code; and
  - d. Certification in accordance with 1 TAC Chapter 354, Subchapter N (relating to Peer Specialist Services).

H. **Technical Assistance.** Grantee must participate in technical assistance calls scheduled by HHSC; these may include HHSC-approved calls by external technical assistance providers.

I. **HHSC as Payor of Last Resort.** Grantee shall utilize non-contract funds and other funding sources (*i.e.*, any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other Federal, State, or local, or private, funding sources) whenever possible to maximize Grantee's financial resources. Grantee shall comply with the following requirements:

1. Provided the Grantee can reach mutually agreeable terms and conditions with Medicaid and CHIP managed care organizations (MCOs), Grantee shall enter into network provider agreements with and bill MCOs for Medicaid- and CHIP-covered services;
2. Become a Medicaid provider and bill the HHSC claims administrator for Medicaid-covered services provided to traditional Medicaid clients;
3. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
4. Comply with the Charges for Community Services Rule as set forth in 26 TAC Chapter 301, Subchapter C (relating to Charges for Community Services), to maximize reimbursement from individuals with an ability to pay for services provided.

**ATTACHMENT A  
STATEMENT OF WORK, VERSION 2**

**YOUTH CRISIS OUTREACH TEAM PROGRAM**

5. Maintain appropriate documentation from the third-party payors reflecting attempts to obtain reimbursement;
6. Bill all other funding sources for services provided under this Statement of Work before submitting any request for reimbursement to HHSC; and
7. Provide all billing functions at no cost to the client.

**III. CONTRACT DELIVERABLES, PERFORMANCE MEASURES, AND PERFORMANCE MEASURES REPORTING**

- A. Grantee shall submit quarterly performance reports using an HHSC-approved form and methodology, including:
  1. Unduplicated number of youth served by YCOT;
  2. Unduplicated number of youth served by YCOT and involved with CPS Investigations at the point of initial contact with YCOT;
  3. Unduplicated number of youth served by YCOT and in the conservatorship of DFPS at the point of initial contact with YCOT;
  4. Number of referrals to YCOT by referral source; and
- B. Grantee shall identify youth enrolled in YCOT and all qualifying YCOT encounters using the service identifier “YCOT” in the free text field “Field 20,” or by an alternate reporting method approved by HHSC including:
  1. Names and CARE identification numbers for all youth served by YCOT; and
  2. YCOT admission and discharge dates for all youth served by YCOT.
- C. For all data and information collected, Grantee must follow all provisions outlined in **Attachment E, Data Use Agreement**. If requested by HHSC, Grantee may be required to enter data into a HHSC-approved system/format reporting system.
- D. No later than August 31st of each fiscal year, Grantee shall meet the following performance measure targets established for the fiscal year:
  1. Crisis 7-Day Follow-up: At least 90 percent of “front door” crisis episodes for youth in LOC-A 0 shall receive a follow-up service encounter 1-7 days after the date of the last crisis service in the crisis episode.
  2. Effective Crisis Response: At least 78.6 percent of crisis episodes during the measurement period shall not be followed by admission to an HHSC Inpatient Bed within 30 days of the first day of the crisis episode.
- E. No later than September 30th of each fiscal year, Grantee shall submit an annual Project Summary Report using an HHSC-approved system/format. This Project Summary Report shall include the following:
  1. Results of the “YCOT Care Experience Survey” for the previous fiscal year, including data on response rates; and
  2. Information related to trainings conducted by YCOT, outreach, and resource sharing:
    - a. Number of internal and local external trainings conducted by YCOT staff.
    - b. Number of youth mental health related community education events or outreach activities conducted.
    - c. Number of participants attending each training, community education event, or outreach activity.
- F. All reports, documentation, and other information required of Grantee shall be sent

**ATTACHMENT A**  
**STATEMENT OF WORK, VERSION 2**  
**YOUTH CRISIS OUTREACH TEAM PROGRAM**

electronically to the HHSC assigned Contract Manager, the HHSC YCOT program lead, [CrisisServices@hhs.texas.gov](mailto:CrisisServices@hhs.texas.gov), and [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov).

**BUDGET AND INVOICE SUBMISSION REQUIREMENTS VERSION 2****GRANTEE: NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY****I. FUNDING**

- A.** This Grant Agreement is funded by State General Revenue.
- B.** The funding allocation by State Fiscal Year (“SFY”), which means the period beginning September 1 and ending August 31 each, is as follows:
  - 1. SFY 2024: \$875,000;
  - 2. SFY 2025: \$875,000;
  - 3. SFY 2026: \$875,000; and
  - 4. SFY 2027: \$875,000
- C.** Grantee is not required to provide matching funds.
- D.** All expenditures under this Grant Agreement will be in accordance with the categorical budgets below:

**SFY 2026**

Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match
				Check if Cash Match	Check if Cash Match	Check if Cash Match	
A. Personnel	\$551,096	\$551,096					\$0
B. Fringe Benefits	\$137,774	\$137,774					\$0
C. Travel	\$0	\$0					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$7,460	\$7,460					\$0
F. Contractual	\$0	\$0					\$0
G. Other	\$99,124	\$99,124					\$0
H. Total Direct Costs	\$795,454	\$795,454	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$79,546	\$79,546	\$0				\$0
J. Total (Sum of H and I)	\$875,000	\$875,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**SFY 2027**

Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match
				Check if Cash Match	Check if Cash Match	Check if Cash Match	
A. Personnel	\$551,096	\$551,096					\$0
B. Fringe Benefits	\$137,774	\$137,774					\$0
C. Travel	\$0	\$0					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$7,460	\$7,460					\$0
F. Contractual	\$0	\$0					\$0
G. Other	\$99,124	\$99,124					\$0
H. Total Direct Costs	\$795,454	\$795,454	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$79,546	\$79,546	\$0				\$0
J. Total (Sum of H and I)	\$875,000	\$875,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**II. BUDGET PROCEDURES**

- A.** Grantee shall utilize the funding only for costs that are both allowable and approved. To utilize funds for an expense not documented on the HHSC-approved cost reimbursement budget, Grantee shall submit a written request to HHSC for approval prior to utilizing the funds for the expense. HHSC will provide a written Notice to Proceed (NTP) if the requested expense is approved. Grantee shall not use funds for such an expense until a written NTP is received from HHSC.
- B.** If needed, Grantee may revise the HHSC-approved cost reimbursement budget. The following requirements apply to budget transfers across budget categories:
  - 1.** Transferring funds between budget categories, other than the “Indirect Costs” and “Equipment” categories, is allowable without requesting approval from HHSC, but only if the budget transfer(s) does exceed ten percent (10%) of the total allotted amount during a SFY, alone or cumulatively.
  - 2.** For transfers between budget categories, other than the “Indirect Costs” or “Equipment” categories, that exceed ten percent (10%) of the total allotted amount during a SFY, alone or cumulatively, Grantee shall submit a timely written request to the HHSC Contract Representative for review and approval. If approved, HHSC will provide written correspondence documenting approval of the cost reimbursement budget revision.
  - 3.** Any budget revisions to the “Indirect Costs” and/or “Equipment” categories must be incorporated by an amendment to the Grant Agreement. Grantee shall timely submit to the HHSC Contract Representative a written request with justification for the budget revision. If Grantee’s request is approved, then HHSC will notify Grantee; however, Grantee’s budget revision is not authorized, and funds cannot be utilized until the amendment incorporating the revisions is executed.

4. After Grantee purchases approved equipment with System Agency funds, the equipment must be inventoried, maintained in working order, and appropriately secured.

### III. INVOICE SUBMISSION

- A. HHSC will reimburse Grantee actual, allocable, and eligible costs incurred to complete activities outlined in **ATTACHMENT A, STATEMENT OF WORK (VERSION 2)**. Reimbursement is subject to funding limitations identified under 45 CFR Part 96.
- B. Grantee shall request monthly reimbursement, solely for Grant Agreement activities on or before the 15th calendar day of the month following the month in which expenses were incurred (e.g., September submission due October 15th), using the State of Texas Purchase Voucher (Form 4116), which is incorporated by reference and can be downloaded at the following URL: <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher>.
- C. All invoice requests not received by the date due are considered late, and subject to denial of payment. If Grantee provides written justification to HHSC for the late submission of an invoice, HHSC will review Grantee's justification and determine whether the late invoice request will be accepted for payment. Any invoice request received after the due date that is not accompanied by a written justification will be denied.
- D. Grantee's monthly submission of its Form 4116 must include the following:
  1. Name, address, and telephone number of Grantee;
  2. HHSC contract number;
  3. Identification of services provided;
  4. Dates on which services were provided;
  5. The total amount of the reimbursement request; and
  6. Supporting documentation, which must include (a) a copy of Grantee's General Ledger proving expenditure of funds by cost category, and (b) any other documentation required by this Grant Agreement or otherwise requested by HHSC.
- E. Grantee must submit monthly reimbursement requests to the following email addresses: [HHSC\\_AP@hhsc.state.tx.us](mailto:HHSC_AP@hhsc.state.tx.us); [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov); and the HHSC Contract Representative. HHSC recommends using the following naming convention on the subject line of all monthly reimbursement requests:

*Invoice Submission: [Grantee Legal Name], [Contract Number], [Invoice Number], [Invoice Amount], [Purchase Order, if applicable], [Service Date or Month of Service].*
- F. All Grant Agreement costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Grant Agreement.

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** **449-2025 Ratify TDCJ Texas Correction Office on Offenders with Medical or Mental Impairments (TCOOMMI) for FY 2026—FY 2027 (Contract No. 696-TC-26-27-L032)**

**DATE:** August 13, 2025

**STATE OF TEXAS** }  
**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratify the signature of the CEO on the TDCJ Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) Contract for FY 2026—FY 2027 (Contract No. 696-TC-26-27-L032).

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommend by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #18: Resolution 449-2025 Ratify TDCJ Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) Contract for FY 2026–FY 2027 (Contract No. 696-TC-26-27-L032)**

**Recommendation/Motion:** Ratify the signature of the CEO on the TDJC Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) Contract for FY 2026 and FY 2027 (Contract No. 696-TC-26-27-L032).

#### **Background:**

TCOOMMI (Texas Correctional Office on Offenders with Medical or Mental Impairments) mental health programs are designed to provide a responsive system for local referrals from parole, probation, jail, family, and other related agencies. Continuity of care is a key feature of TCOOMMI services.

Continuity of care is the identification of medical, psychiatric, psychological care or treatment needs, as well as educational or rehabilitative service needs and the development and coordination of a plan for the provision of treatment, care, and services between various agencies to inmates with special health needs. The goal of continuity of care is to continue to provide services and treatment for clients releasing from prison or other incarcerated settings, or those under community supervision (probation and/or parole), as well as individuals who are pre-adjudicated, charged, or convicted. Generally, TCOOMMI continuity of care services are provided for each client for up to 90 days.

To ensure that continuity of care is delivered as intended, the TCOOMMI coordinates with state agencies and other TDCJ divisions to ensure access to services. Additionally, the TCOOMMI has entered into agreements with Local Mental Health Authorities (LMHA) across the state to ensure mental health services are delivered to clients.

#### **Evaluation:** NA

#### **Financial Information:**

Total Funding for FY 2026—FY 2027 is not to exceed \$4,107,000.00

**Implementation Schedule:** Upon ratification by the NTBHA board.

**Attachments:** 18. TDCJ TCOOMMI 696-TC-26-27-L032 Contract

8111 Lyndon B. Johnson Freeway, Suite 900, Dallas, TX 75251  
Tel: 214-366-9407 | Fax: 214-366-9417 | [www.ntbha.org](http://www.ntbha.org)



**Aligns with Visions #1, 2, 3, and 4**

**NTBHA Strategic Visions**

**Vision #1 NTHBA will maintain a competent and committed workforce.**

**Vision #2 NTBHA will facilitate access to behavioral health services.**

**Vision #3 NTBHA will manage core operations efficiently and effectively.**

**Vision #4 NTBHA will identify and develop additional opportunities for service area development.**

**Presented By:** Carol Lucky, Chief Executive Officer



This Contract is entered into by and between the Agencies shown below, in compliance with and pursuant to the authority specified herein. The provisions of this Contract shall be interpreted in accordance with Texas laws. Venue for any court disputes shall be in Travis County.

<b>RECEIVING PARTY:</b>	<b>TEXAS DEPARTMENT OF CRIMINAL JUSTICE</b>
MAILING ADDRESS and STREET ADDRESS:	Texas Correctional Office on Offenders with Medical or Mental Impairments 4616 W Howard Lane, Suite 200 Austin, Texas 78728
<b>PERFORMING PARTY:</b>	<b>NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY</b>
MAILING ADDRESS: and STREET ADDRESS:	8111 Lyndon B Johnson Fwy #900 Dallas, Texas 75251
<b>LEGAL AUTHORITY TO CONTRACT:</b> Interlocal Cooperation Act, Texas Government Code, Chapter 791	
<b>CONTRACT TERM:</b> 09/01/2025 through 08/31/2027	
<b>TOTAL AMOUNT NOT TO EXCEED:</b> \$4,107,000.00	
<b>SUMMARY OF SERVICES:</b> Provide Clients with psychiatric and rehabilitation services.	
<b>EXECUTED IN ONE ORIGINAL ON THE DATES SHOWN</b>	

<b>PERFORMING PARTY:</b> NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY	<b>RECEIVING PARTY:</b> TEXAS DEPARTMENT OF CRIMINAL JUSTICE
<b>BY:</b> _____ Carol Lucky Chief Executive Officer	<b>BY:</b> _____ Bryan Collier Executive Director
<b>DATE:</b> _____	<b>DATE:</b> _____

This Contract is entered into by and between the State and Local Agencies shown below as "Contracting Parties," pursuant to the authority granted and in compliance with the provisions of the "Interlocal Cooperation Act," Texas Government Code, Chapter 791.

**I. CONTRACTING PARTIES**

The Performing Party: **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

The Receiving Party: **TEXAS DEPARTMENT OF CRIMINAL JUSTICE (TDCJ)**  
Texas Correctional Office on Offenders with Medical or Mental Impairments  
(TCOOMMI)

**II. STATEMENT OF SERVICES TO BE PERFORMED**

- A. To provide services for those adult Offenders, hereafter referred to as Clients, involved with the criminal justice system who live or are returning to the Performing Party's catchment area with a target population diagnosis or with a severe and persistent mental illness as described in Health and Safety Code 614; who are identified as needing continuity of care services, or who require intensive or ongoing long term support and treatment as defined in the Receiving Party's TCOOMMI Program Guidelines and Processes (PGP).
- B. To provide services for those juvenile Offenders, hereafter referred to as Clients, involved with the criminal justice system who live or are returning to the Performing Party's catchment area with a mental impairment, as described in Health and Safety Code 614; who are identified as needing continuity of care services, or who require intensive or ongoing long term support and treatment as defined in the Receiving Party's TCOOMMI PGP.
- C. Report and Research Activities

The Performing Party shall report activities and outcomes under this Contract to the Receiving Party and provide data for research designed to describe and discover program outcomes and the antecedents to those outcomes. Reports shall be submitted in accordance with the Receiving Party's TCOOMMI PGP. Specific reporting and research activities include:

1. In accordance with the TCOOMMI PGP, descriptions of any serious problems and/or incidents shall be submitted through the TCOOMMI Web Application.
2. The Performing Party shall provide special oral and/or written reports or documentation regarding the program at the request of the Receiving Party.
3. Complete and accurate monthly reports shall be submitted no later than the third working day of the month and must be acceptable to the Receiving Party. The monthly report shall be inclusive of data entered into the TCOOMMI Web Application, with barriers to service, special program accomplishments or anticipated changes in personnel to be communicated throughout the month.
4. The Performing Party shall seek authorization from the Receiving Party prior to conducting, writing or presenting on local program outcomes or participation.

D. Continuity of Care for 46B Defendants

1. For the purposes of providing continuity of care for defendants pre- and post-release who are returned to the their county of conviction after competency has been restored under the Texas Code of Criminal Procedure, Chapter 46B the Performing Party shall maintain agreements with local jails within their catchment areas for provision or reimbursement of up to a 90-day supply of

medications, as prescribed in the Continuity of Care Plan prepared by the state mental health facility, related lab cost and prescriber costs for defendants who, after having been committed to a state mental health facility for restoration of competency, are being returned to the committing court for trial.

2. The Performing Party shall submit to the Receiving Party a request for Pre-Authorization for each defendant the Performing Party is seeking fund reimbursement for. Pre-Authorization must be obtained prior to submission for reimbursement through the monthly invoice process.
3. If costs are anticipated to exceed the pre-approved amount, the Performing Party shall submit appropriate documentation to the Receiving Party with written justification for the increase difference to [FiscalTCOOMMI@tdcj.texas.gov](mailto:FiscalTCOOMMI@tdcj.texas.gov). Written approval from the Receiving Party is required prior to reimbursement.
4. Reimbursement from the Receiving Party may only occur for the actual time the defendant was in custody until trial, or up to 90 calendar days since return. Any requests for reimbursement must be submitted no later than 30 calendar days from trial, release, or the 90 calendar days since return have lapsed.
5. Reimbursement will not be made for any defendant who is returned to jail for any other reason than to proceed with trial after determination of competency.
6. The Performing Party shall request approval from the Receiving Party for reimbursement related to provision of Continuity of Care to defendants held in jail under Texas Code of Criminal Procedure, Chapter 46B, using forms and processes provided within TCOOMMI PGP.

E. Texas Health and Human Services Commission

The Performing Party shall maintain compliance with all of the requirements of the Texas Health and Human Services Commission that are designated as the Local Mental Health Authorities (LMHA's) responsibilities.

F. The Performing Party shall designate one staff member to serve as the TCOOMMI Program Director. This staff member shall serve as a liaison and contact for behavioral health needs to include, mental health, intellectual and developmental disabilities, and substance use needs of adult and juvenile Clients between the Performing Party and the criminal justice system, to include but not limited to local courts, local jails, the Receiving Party, and the Texas Juvenile Justice Department.

### III. SPECIFIC DUTIES AND OBLIGATIONS

- A. CONTINUITY OF CARE (COC): The Performing Party shall provide COC services to work toward improved systems of coordination and communication among local and/or state criminal justice systems, social service providers and other appropriate disciplines to ensure responsiveness to the special needs of Clients. The Performing Party designated COC staff shall provide screening and referral to appropriate inter- and intra-agency resources for an unlimited number of Clients with special needs who are being released to the Performing Parties catchment area. Responsibilities shall include participating in joint treatment planning to include, but not limited to, Parole, Community Supervision, and the local jail community for both adult and juveniles in order to provide supportive transition from incarceration to the community as outlined in the TCOOMMI PGP.
- B. ADULT JUSTICE SYSTEM CASE MANAGEMENT: The Performing Party shall provide intensive and/or transitional case management as outlined in the TCOOMMI PGP.

- C. JUVENILE JUSTICE SYSTEM CASE MANAGEMENT: The Performing Party shall adhere to the Special Needs Diversionary Program (SNDP) grant conditions as set forth by the Texas Legislature, the Texas Juvenile Justice Department, and TCOOMMI PGP.
- D. Services as applicable and outlined in Attachment A, Program Description, Non-Residential Services.
- E. Residential programs, as approved by the Receiving Party, shall be administered in accordance with Attachment B, Program Description, Residential Services.

#### IV. STAFFING

##### A. Staffing

- 1. The Performing Party shall maintain a personnel file for all TCOOMMI funded positions. The personnel file shall contain:
  - a. written job description(s) that include job duties and minimum qualifications for all TCOOMMI funded positions;
  - b. documentation evidencing qualifications are met at time staff is assigned to the TCOOMMI program in a funded position;
  - c. the Receiving Party's Texas Criminal Information Center/National Criminal Information Center (TCIC/NCIC) Pre-Employment Inquiry Results Letter; and
  - d. and a satisfactory pre-employment drug test in compliance with TDCJ Personnel Directive-17, "Drug-Free Workplace" (PD-17).
- 2. All applicants for employment by the Performing Party (including consultants, independent contractors and their employees and agents) who are paid with TCOOMMI funds, shall be subject to a criminal background check, coordinated and conducted by the Receiving Party, no more than 30 calendar days prior to performing services with the TCOOMMI population. Criminal background checks shall be submitted in accordance with the TCOOMMI PGP.
- 3. All applicants for employment by the Performing Party (including consultants, independent contractors, and their employees and agents) who are paid with TCOOMMI funds, shall meet TDCJ Personnel Directive-75, "Applicants with Pending Criminal Charges or Prior Criminal Convictions" (PD-75) criteria.
- 4. A nominal fee will be charged to the Performing Party for these criminal background checks. An additional fee will be charged for any resubmission requests that have exceeded 30 calendar days. For the purpose of arrest monitoring procedures, a fingerprint card must be submitted to the Receiving Party for all employees assigned to the program before 2011. The Department of Public Safety provides notification to the Receiving Party of employee arrests based on fingerprints on file. The Performing Party shall notify the Receiving Party within 72 hours of an employee's arrest.
- 5. The Performing Party shall not employ any person who has been charged with a criminal offense or received any conviction for a misdemeanor or felony offense, or an equivalent offense under the Uniform Code of Military Justice (UCMJ), except as provided by PD-75. This includes any employee of the Performing Party at the time of the award.

6. The Performing Party shall not employ any persons with a felony or misdemeanor conviction without the consent and written approval of the Receiving Party prior to being assigned to the program in accordance with PD-75.
7. To ensure that public safety is not compromised due to instability in staffing patterns, the Performing Party acknowledges that TCOOMMI funded positions may be negotiated salaries that may exceed other similar entry level positions. The Performing Party shall budget and request salaries to support positions that require justice system knowledge, specialized continuing education, additional personal risk and skill in serving the special needs of the Client population.
8. Due to the added complexity of providing mental health services in the justice system, database management, and other reporting requirements, TCOOMMI funded positions shall not be considered entry level positions. Positions are intended to be staffed at an experience level approved by the Receiving Party.
9. The Performing Party shall not authorize or assign any individual performing in an internship capacity under this Contract without written consent of the Receiving Party.
10. The Performing Party shall provide the Receiving Party with a current Position Control Number (PCN) List containing all employees assigned to the TCOOMMI program to include name, position title, position number and date of assignment no later than the third working day of each month.
11. The Performing Party shall maintain a minimum of one staff with access to the program database. All staff with access must meet Criminal Justice Information System (CJIS) criteria as outlined by the Federal Bureau of Investigation and Texas Department of Public Safety - [txcjissysaccpolicy.pdf](http://txcjissysaccpolicy.pdf) (texas.gov).
12. The Performing Party's staff may be allowed to attend meetings, conferences and training activities to increase their professional knowledge and skills when working with Clients with special needs. Any approved expenses for such meetings, conferences and training activities, including travel and per diem, shall be paid under this Contract and shall be pre-approved in writing by the Receiving Party's designee prior to the meeting, conference or training activity. Travel Request forms shall be submitted in accordance with the TCOOMMI PGP.
13. The Receiving Party may require certain TCOOMMI funded positions, as determined within the TCOOMMI PGP, to complete TCOOMMI approved continuing education in the areas of criminal justice, substance use, and/or mental health on an annual basis. This may include documented new-hire orientation through TCOOMMI, training with local Parole and Community Supervision and Corrections Department offices, or other resources as approved by the Receiving Party.
14. It is understood and agreed that from time to time a vacancy may occur in required staff positions. A vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, family medical leave, or other temporary leave conditions. Such other temporary leave conditions shall include employee participation in management and professional conferences or in-service training, so long as such other temporary leave does not exceed a period greater than two weeks in duration. The Performing Party shall submit a complete Monthly Position Vacancy Report (PVR) in accordance with the TCOOMMI PGP by the third working day of the following month. If the program has not filled the vacant position with a qualified employee within a 90-calendar day period from the date the position becomes vacant, the Performing Party shall be required to furnish the Receiving Party with written documentation regarding the actions taken to fill the vacant position. Such documentation shall

include, but is not limited to, copies of the advertisements in newspapers and/or publications, internet postings, recruiter documentation, etc. The Performing Party shall ensure that the Staffing Documents are submitted in accordance with the TCOOMMI PGP and shall remain current throughout the Contract term.

B. Criminal Justice Information Systems (CJIS)

The parties hereto acknowledge and agree that in order for the Performing Party to perform the services contemplated herein, the Receiving Party may have to provide the Performing Party with certain information regarding Clients and former Clients known as “criminal history information” which means information collected about a person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Receiving Party provides the Performing Party with criminal history information, the Performing Party agrees to comply with the confidentiality requirements of 28 CFR 20.21; 42 U.S.C. 3711, et seq., as amended; Texas Government Code, Section 411.083, and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Performing Party agrees and acknowledges as follows:

1. The Receiving Party hereby specifically authorizes that the Performing Party may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Performing Party to perform the services contemplated herein.
2. The Performing Party agrees to limit the use of such criminal justice information for the purposes set forth herein.
3. The Performing Party agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations, and return or destroy such information when it is no longer needed to perform the services contemplated herein.
4. In the event that the Performing Party employee(s) fails to comply with the terms hereof, the Performing Party shall take corrective action with the employee(s). Such corrective action must be acceptable to the Receiving Party. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Performing Party shall submit for the Receiving Party’s approval, the Performing Party’s corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Receiving Party, the Performing Party shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Receiving Party which authorization shall not be unreasonably withheld.

C. The Performing Party shall reimburse the Receiving Party for any fees expended using TCOOMMI funds for professional licenses or certifications obtained by staff who, within one year of receipt of said license, no longer work with the TCOOMMI program.

D. The Performing Party shall not hire any upper management positions funded by TCOOMMI without prior written approval, in accordance with the TCOOMMI PGP, by the Receiving Party. TCOOMMI funded management positions shall be identified as Program Director or Assistant Program Director, or similar position providing supervision or oversight.

E. The Performing Party shall provide prior written notice to the Receiving Party of all planned TCOOMMI funded management absences in excess of 72 hours, to include the designee in charge for the duration of the absence.

F. The Performing Party shall notify the Receiving Party of all ethical, staff misconduct allegations, and/or criminal allegations, investigations and outcomes involving employee positions funded by TCOOMMI within 24 hours of becoming aware of an event. Notification may be provided verbally or in writing.

**V. BASIS FOR CALCULATING REIMBURSABLE COSTS**

A. The Performing Party's monthly expenses shall be reimbursed by the Receiving Party with funds encumbered for this purpose by the Receiving Party. The Receiving Party shall reimburse a portion of the monthly expenses to equal 100% of the amount requested for reimbursement; after deducting third-party reimbursements and/or any amounts being disputed by the Receiving Party. Invoices shall be submitted in accordance with the TCOOMMI PGP.

B. Costs for services provided under this agreement shall not exceed those costs allowable for a same or similar service under Medicaid.

C. The Performing Party shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by the Receiving Party prior to the exaction thereof. The Performing Party shall expend any and all funds disbursed by the Receiving Party only in accordance with the approved Program Budget.

D. The Performing Party shall adopt all Receiving Party's forms and form revisions. The Performing Party shall provide and maintain proper hardware and software to ensure compatibility with the Receiving Party's requirements. The Performing Party shall not alter billing forms, or the format provided by the Receiving Party without prior consent.

E. The Performing Party may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:

1. shall not exceed 10% of either line item;
2. shall not alter the intent of this Contract; and
3. total expenses do not exceed the maximum line item funding and/or Contract amount.

F. Budget Adjustment Requests shall be submitted in accordance with the TCOOMMI PGP and shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a quarterly basis and in emergency situations. All Budget Adjustment Requests shall be submitted to [FiscalTCOOMMI@tdcj.texas.gov](mailto:FiscalTCOOMMI@tdcj.texas.gov). The Performing Party shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to the Receiving Party.

1. Changes in any budget line item exceeding 10% of the amount stated herein shall require prior written approval of the Receiving Party.
2. Any and all changes in the salary of personnel, equipment purchase, flex funds and meeting/conference/training funds require prior written approval of the Receiving Party.
3. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to the Receiving Party on a Budget Adjustment Request form at least 10 working days subsequent to the change.

G. Within 60 calendar days following the end of each fiscal year, the Performing Party shall:

1. provide a reconciliation of expenditures for the total amount expended during the fiscal year; and
2. provide written notification of any outstanding expenses.

If the Contract is terminated prior to the end of any fiscal year, a reconciliation of expenditures for the total amount expended prior to termination of the Contract and written notification of any outstanding expenditures, is due 60 calendar days following the date the Contract is terminated.

H. All furnishings and equipment purchased with funds from this Contract shall become the property of the Receiving Party at the conclusion of this Contract and/or when items are no longer in service. In the event the Performing Party is interested in obtaining personal properties upon termination of this Contract, the Performing Party shall provide the option for the Receiving Party to be credited with fair market value of the assets and personal properties secured. The Receiving Party shall determine fair market value. Title to all furnishings and equipment purchased by the Performing Party with funds provided by the Receiving Party shall remain with the Receiving Party. This includes acquisitions through lease-purchase agreements. Such furnishings and equipment shall be made the property of the Receiving Party upon termination of this Contract and/or when items are no longer in service. The Receiving Party shall not pay for storage fees. In the event the Performing Party received some form of reimbursement or compensation for loss or damage to assets purchased with Receiving Party funds, the proceeds must be used to replace or repair such assets.

I. Unallowable Costs include:

1. Personnel
  - a. Bonuses or Incentives (without prior written approval from the Receiving Party)
  - b. Employee Leave Buy Backs
  - c. Extended Leave (without a written waiver from the Receiving Party)
  - d. Overtime Pay (without prior approval from the Receiving Party)
  - e. Royalties
2. Meetings/Conferences/Trainings
  - a. Mileage reimbursement in excess of current State Rate
  - b. Partial per diem in excess of current State Rate
  - c. Lodging in excess of current State Rate
  - d. Food or beverages for volunteers and/or guests
  - e. Food or beverages for staff meetings
  - f. Tips and gratuities
  - g. Alcoholic beverages
  - h. Travel expenses for a volunteer
  - i. Laundry services for clothing
  - j. Tobacco products
  - k. Travel expenses for any person that is not an employee, or paid through this Contract (without a written waiver from the Receiving Party).

- l. Entertainment costs for either Clients, guests, or staff members including amusement/social activities and their related costs such as meals, beverages, lodgings, rentals, transportation, and gratuities.
3. Office Equipment
  - a. Cellular Services for personal use
  - b. Personal long distance phone calls
  - c. Pager services for personal use
  - d. Unlisted telephone numbers
4. Administrative Facilities
  - a. Charitable Donations
  - b. Honorariums
  - c. Gifts
  - d. Legal services as a separate budget item
  - e. Lobbying expenses
  - f. Under-recovery of costs under grant agreements
  - g. Interest and other financial costs
  - h. Depreciation or use charges for donated assets
  - i. Cost of idle facilities
  - j. Cost of investment counsel
  - k. Contingency provisions or reserve fund
  - l. Consultant Fees (without a written waiver from the Receiving Party)
  - m. Payment of bad debts of the Performing Party
  - n. Fund Raising that is not financed by in-kind contributions
  - o. Fines and penalties resulting from violations of federal, state, or local law
  - p. Building or land purchases, lease-purchases, rental-purchases
  - q. Advertising costs other than those incurred for personnel recruitment, solicitation of bids, and disposal of surplus materials
  - r. Monetary judgments against the Performing Party or the cost of out of court settlements from any civil lawsuits to which the Performing Party is a party
  - s. Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the Performing Party's grant agreement
5. Client Services
  - a. Non psychiatric related medications
  - b. Medical or Dental expenses (without a written waiver from the Receiving Party)
  - c. Cash payment to intended recipients for health services
  - d. Food or beverages
6. Questionable Expenditures
  - a. The Performing Party is prohibited from expending any funds received hereunder for illegal purposes.

- b. The Performing Party is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

**VI. CONTRACT AMOUNT**

The total amount of this Contract shall not exceed \$4,107,000.00.

**VII. PAYMENT FOR SERVICES**

- A. Payment for the performance of governmental functions or services under this Contract will be made from current revenues available to the paying party.
- B. The cost of services received shall not exceed the total budgeted amount, as stated in Section VI, Contract Amount.
- C. The Performing Party shall actively pursue Medicaid and other third-party reimbursement, to include but not limited to Medicare, private insurance, Medicaid Administrative Claiming and Medicaid Card Services; for all reimbursable services and shall report such revenue to the Receiving Party on a monthly basis. The Receiving Party is directed to contract for services with Medicaid providers to whatever extent possible without delay of services. All Medicaid and other third-party funds generated by service billings under this Contract shall be used for services for Clients in the program. Such reimbursements shall not be used to purchase assets such as furniture, computers, etc., without prior written approval of the Receiving Party.
- D. The Performing Party in coordination with the Receiving Party shall develop a plan for monitoring and assessing the success of its TCOOMMI programs. The plan shall include criteria that define acceptable or unacceptable performance. The Performing Party shall comply with the compliance standards and submit required reports as identified in Exhibit I, Compliance Standards. The Receiving Party may review compliance standards at any time to determine the Performing Party's acceptable and/or unacceptable performance and may take deductions in accordance with Exhibit I, Compliance Standards. Deductions shall be taken from the Performing Parties allowable administrative costs line item, identified as indirect cost in the Budget Request Form.
- E. The Receiving Party shall have the right to withhold the monthly payment to the Performing Party until the following failures have been corrected:
  1. Failure to submit reports required for compliance standards listed in Exhibit I, Compliance Standards;
  2. Failure to respond to audit reports as set forth in Section XII, Financial Reports and Audit Reports; and
  3. Failure to correct identified areas of non-compliance to the satisfaction of the Receiving Party within 20 calendar days upon receipt of notification.
- F. The Performing Party agrees to establish controls that ensure the expenditures charged to program activities are allowable.
  1. The Performing Party must have prior approval from the Receiving Party on all expenditures, related to salary increases, employee overtime, furniture, equipment, meetings, trainings or conferences, flexible fund expenses, Client assistance and emergency expenses. Services or expenditures submitted by the Performing Party that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to the Receiving Party within 30 working days. (See Section V, Subsection I, Unallowable Costs).

2. Flex Fund Requests shall be submitted in accordance with the TCOOMMI PGP. The Performing Party shall be liable to the Receiving Party for full repayment of funds in the event of their use for any purpose other than stated herein.
- G. The Receiving Party shall require the Performing Party to provide monthly detailed invoices, monthly expenditure reports, and Medicaid revenue reports within 20 working days following the end of the reporting period. Invoices shall be submitted in accordance with the TCOOMMI PGP. Monthly expenditure reports shall include the following:
  1. Total monthly revenue to include (as applicable): In-Kind, Federal Medicaid, State Medicaid, Medicaid Administrative Claiming, Medicaid Card Services, Medicare, third-party/private insurance;
  2. Total budgeted amounts detailed by line item;
  3. Total monthly program expenses, including individual salaries, detailed by line item;
  4. Year-to-date program expenses detailed by line item;
  5. Balances for each line item; and
  6. Itemized Tracking Logs (as applicable) to include staff names, staff training, travel, medications, contracted services and Client flex funds.

The Receiving Party reserves the right to deny payment for any services performed more than 60 calendar days from the date of the invoice.

- H. The Performing Party shall provide all clinically necessary mental health medications to Clients at the least cost for which the medications are available to the Performing Party. For the purposes of COC, the Receiving Party agrees to provide reimbursement for initial medication prescriptions for a period not to exceed 90 calendar days unless approved by the Receiving Party, during which time the appropriate patient assistance application process must be completed and all other funding resources determined, processed and otherwise exhausted. Specifically, it is agreed that the Receiving Party will provide reimbursement to the Performing Party once the following conditions have been met:
  1. The Client chart includes documented evidence to support that the Client lacks health insurance coverage for relevant medication expenses;
  2. The Client chart includes documented evidence to support that the Client is ineligible and/or has been denied patient assistance medications from any other available resource(s);
  3. The Performing Party has completed and submitted “Application for Patient Assistance Medication” forms within five calendar days of receipt of each medication prescription;
  4. The Client chart includes documented evidence that the Performing Party has assisted the Client in applying for Medicaid, Medicare, and/or the Healthcare Marketplace, within timeframes outlined within TCOOMMI PGP; and
  5. Only when exigent circumstances dictate, such as the extension of medications for Clients who are out of medications and becoming unstable, shall the purchase of retail medications be permitted. This shall be limited to the minimum quantities necessary for medication continuity until such time wholesale medications can be ordered and provided to the Client.

I. On a monthly basis, the Performing Party shall certify data submitted into the program database regarding the number and name of Clients receiving services according to TCOOMMI PGP guidelines and submit a copy of the invoice for the same reporting period. The invoice minimum data is to include per Client and per occurrence: any contracted service rendered description, the date of service, the rate charged for the service and the total cost for that service. Failure of the Performing Party to submit the required data may subject payment to be withheld until such time as the accurate data is received by the Receiving Party.

## **VIII. TERM OF CONTRACT**

This Contract shall be in effect beginning September 1, 2025 through August 31, 2027, unless terminated sooner under the provisions outlined in Section XI, Default and Termination. The Contract may be extended for three two-year renewal options, via modifications signed by the duly authorized representatives of the parties hereto.

## **IX. RELATIONSHIP OF PARTIES**

The Performing Party is associated with the Receiving Party only for the purposes, to the extent set forth herein, and with respect to the performance of services hereunder. The Performing Party is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Receiving Party whatsoever with respect to indebtedness, liabilities, and obligations of the Performing Party or any other party.

## **X. NOTICES**

All Contractual matters and correspondence regarding this Contract shall be addressed to:

The Receiving Parties:

Texas Department of Criminal Justice  
TCOOMMI  
4616 W Howard Lane, Suite 200  
Austin, Texas 78728  
Contact: TCOOMMI Manager  
512-671-2134  
fiscaltcoomm@tdcj.texas.gov

The Performing Party:

North Texas Behavioral Health Authority  
8111 Lyndon B Johnson Fwy #900  
Dallas, Texas 75251  
Contact: Stephanie Urban,  
TCOOMMI Program Director  
469-523-0538  
surban@ntbha.org

and

Texas Department of Criminal Justice  
Contracts and Procurement  
2 Financial Plaza, Suite 703  
Huntsville, Texas 77340  
Contract Specialist: Brittany Gallaway  
936-437-3801  
brittany.gallaway@tdcj.texas.gov

**RESOLUTION**  
**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

**RESOLUTION NO:** **450-2025 Ratify HHSC Substance Use Disorder (SUD) Treatment Adult Services (TRA) Contract for FY 2024 thru FY 2025 (Amendment No. 3)**

**DATE:** **August 13, 2025**

**STATE OF TEXAS**      }

**COUNTY OF DALLAS**    }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 9th day of August 2023, the following Resolution was adopted:

**WHEREAS**, the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS**, the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS**, NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS**, NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS**, NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratifies the signature of the CEO on the HHSC Substance Use Disorder (SUD) Treatment Adult Services (TRA) Contract for FY 2026 thru FY 2027 (Contract No. HHS00077980002, Amendment No. 3)

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommend by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #19: Resolution 450-2025 Ratify Substance Use Disorder (SUD) Treatment Adult Services (TRA) Contract for FY 2025, Amendment No. 4 (Contract No. HHS000779800002)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Substance Use Disorder (SUD) Treatment Adult Services (TRA) Contract for FY 2025 (CONTRACT NO. HHS000779800002, Amendment No. 4)

#### **Background:**

**This Amendment No. 4 has no new funding. It includes a revision of Program Services, Unit Rates, Contract Affirmations, and Uniform Terms and Conditions.**

This contract targets Adult Texas residents who meet *Client Eligibility* for System Agency-funded substance use disorder services as stated in the Substance Use Disorder (SUD) Utilization Management (UM) Guidelines. Persons who are living with HIV are eligible for these programs / service types. Through this contract, NTBHA provides outpatient, supportive residential, intensive residential, residential detoxification, and ambulatory detoxification substance use services for Adults. Services include: screening and assessment, treatment planning, implementation, and review, relapse prevention, and counseling, etc.

#### **Evaluation:** NA

#### **Financial Information:**

Total FY 2023 HHSC funding was \$6,157,432.00.

The FY 2023 grantee total match was \$285,454.00.

Total FY 2024 thru FY 2025 HHSC funding is: \$12,470,446.00 (\$6,235,223.00 per fiscal year)

Total Required Match \$570,908.00 (\$285,454.00 each fiscal year)

**Implementation Schedule:** Upon ratification by the NTBHA board.

**Attachments:** 19. TRA A.4 - Amending\_ \$2996227200\_HHS000779800002\_N\_



**Aligns with Visions #1, 2, 3, and 4**

**NTBHA Strategic Visions**

**Vision #1 NTHBA will maintain a competent and committed workforce.**

**Vision #2 NTBHA will facilitate access to behavioral health services.**

**Vision #3 NTBHA will manage core operations efficiently and effectively.**

**Vision #4 NTBHA will identify and develop additional opportunities for service area development.**

**Presented By:** Carol Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS000779800002  
AMENDMENT NO. 4**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”) and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“Grantee”), who are collectively referred to herein as the “Parties,” to that certain Treatment for Adults Local Behavior Health Authority (TRA-LBHA) Contract effective September 1<sup>st</sup> 2020, and denominated HHSC Contract No. HHS000779800002 (“Contract”), as amended, now desire to further amend the Contract.

**WHEREAS**, HHSC desires to revise Attachment B, Program Services and Unit Rates; and

**Whereas**, HHSC desires to update certain Contract terms and conditions.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. **ATTACHMENT B** of the Contract, **PROGRAM SERVICES AND UNIT RATES (REVISED AUGUST 2023)**, is deleted in its entirety and replaced with **ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES (REVISED JUNE 2025)**, which is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
2. **ATTACHMENT C** of the Contract, **CONTRACT AFFIRMATIONS V. 2.2**, is hereby deleted in its entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATIONS V. 2.5**, which is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
3. **ATTACHMENT D** of the Contract, **UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.2**, is deleted in its entirety and replaced with **ATTACHMENT D, UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.5**, which is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
4. This Amendment No. 4 shall be effective as of August 1, 2025.
5. Except as amended and modified by this Amendment No. 4, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 4  
HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT No. HHS000779800002**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Carol Lucky

CEO

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

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

- ATTACHMENT B PROGRAM SERVICES AND UNIT RATES (REVISED JUNE 2025)**
- ATTACHMENT C CONTRACT AFFIRMATIONS V. 2.5**
- ATTACHMENT D UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.5**

HHSC Solicitation No. HHS0007798  
HHSC Contract No. HHS000779800002  
Amendment No. 4

**ATTACHMENT B**  
**PROGRAM SERVICES AND UNIT RATES**  
**(REVISED JUNE 2025)**

- A.** This Contract is funded through the United States Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention Treatment, Recovery Services (SUPTRS) Block Grant, Assistance Listing Number (ALN) 93.959, and System Agency General Revenue.
- B.** Grantee shall comply with the applicable Code of Federal Regulations (CFR), including the following:
  1. SUPTRS Block Grant: 45 CFR Part 96, Subpart C, link: [45 CFR Part 96](#).
  2. Federal Uniform Grant Guidance – Code of Federal Regulations, Title 2, Grants and Agreements, Subtitle A, Office of Management and Budget Guidance for Grants and Agreements, Chapter II, Office of Management and Budget Guidance, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, link: <https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance>.
- C.** Grantee shall comply with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts, link: <https://comptroller.texas.gov/purchasing/grant-management/>.
- D.** Funding
  - 1. System Agency's share of total reimbursements is not to exceed \$29,962,272.00 for the period of September 01, 2020 through August 31, 2025, as further specified and allocated by fiscal year (FY) in **Article IV, Budget** of the Contract Signature Document.
  - 2. The required Grantee match for the same period is \$1,374,058.00. Grantee is required to contribute five (5%) matching of funds. All funding from the SUPTRS Supplemental funding (HR133 and/or COVID-19) do not require the matching of funds and is excluded from the match calculations.
- E.** Claims and Payment Requirements
  - 1. Grantee shall submit claims in CMBHS after services are rendered; no later than monthly.
  - 2. After the closure of each fiscal year, System Agency shall conduct contract close-out activities. Grantee shall ensure all claims for each state fiscal year (September – August) are submitted in CMBHS by October 15<sup>th</sup>. Claims submitted after October 15<sup>th</sup> may be denied.

3. All claims for the September service period of the current fiscal year must be submitted by October 15th. Claims submitted after this date may be denied due to the grant budget period being closed.
4. System Agency may request additional supportive documentation to support the claims. All requests for additional information shall be provided by the deadline requested.

F. Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from System Agency as payment in full for services or goods provided to clients or participants; and Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

**G. Budget Program Adjustment (BPA) Requirements**

1. Grantee may request revisions to the approved service group distribution of funds budgeted in the Service Type/Numbers Served/Capacity/Funding Amounts Chart, by completing a Budget Program Adjustment (BPA) Form and submitting to the System Agency Contract Manager and the SUD Mailbox at SUD.Contracts@hhs.texas.gov.
2. System Agency will review the request to determine if the request is allowable under the RFA, if applicable, and if the request is approved or denied. The estimated timeline for System Agency to review and provide written communication on the results of the BPA request is 30 days from receiving an accepted form. Any revisions to the distribution of funds will result in revised numbers served and/or capacity requirements.
3. Each Fiscal Year (FY), the deadline to submit a BPA is March 1st.

**H.** Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.

**I.** System Agency funded capacity is defined as the stated number of clients who will be concurrently served as determined by this Contract.

**J. Service Unit Rates**

1. The unit rates for the service charts referenced in **Section N** of this Attachment are located at the HHSC Substance Use Disorder Service Provider's webpage, under **Forms**, document name: **Treatment Rate Sheet**, the link to the webpage is below. All unit rates are subject to change and contingent on available funding.

<https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers>

If the link to the webpage and/or location of the applicable unit rate document changes, System Agency will provide Grantee notice through a broadcast message via email.

2. If unit rates are adjusted in accordance with **Section J.1.** of this Attachment, System Agency will provide Grantee notice through a broadcast message via email. All broadcast messages will be maintained in Grantees Contract file, and document the following:
  - a. Treatment Program/Service Type unit rate adjustments;
  - b. Treatment Program/Service Type unit rate adjustments effective date;
  - c. Treatment Program/Service Type method for receiving payments for the unit rate adjustment, in accordance with **Section J.3.** of this Attachment.
3. There may be a delay between the effective date of the rate adjustment and those updated rates being reflected in CMBHS. In the event of a difference in the posted adjusted rate and the rate in CMBHS, the posted rate controls and payment will be adjusted as described in **Section J.4.** of this Attachment.
4. The System Agency effective date of the rate adjustment will determine the method(s) to implement the unit rate adjustment, as follows:
  - a. During the fiscal year close-out, System Agency may conduct reconciliation to extract paid claims data for services provided by Grantee during the unit rate adjustment approval period. System Agency may calculate the difference between Grantee's payment utilizing the unit rate in CMBHS versus the revised unit rate. System Agency will thereafter issue Grantee a final reconciliation payment for the difference between the two service unit rates. Grantee's fiscal year payment may not exceed the total fiscal year allocation set forth in **Contract Signature Document, Section IV and/or amendments documenting revisions to FY allocations.**
  - b. System Agency may revise the service unit rates in CMBHS to ensure all service claims during the approved service period may be reimbursed at the revised rate.
  - c. System Agency reserves the right to utilize different method(s) to process unit rate adjustments.
  - d. Method(s) used to process unit rate adjustments will be described in the broadcast message in **Section J.1.** of this Attachment.

**K.** Clinic numbers must be approved by the System Agency Contract Manager before billing can occur. The Clinic Change Request Form is located at the HHSC Substance Use Disorder Service Provider's webpage, under **Forms**, document name: **Clinic Request Form**, the link to the webpage is below:

<https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers>.

**L.** Service Types with no associated amount will be paid from the preceding Service Type with an associated amount.

**M.** Reimbursement of Allowable Costs for State Fiscal Year 2022 and State Fiscal Year 2023

Grantees may be eligible to receive additional payments for fiscal years 2022 and 2023 for COVID 19-related costs incurred for covered services that were not included under the fee-for service payment reimbursement mechanism.

Additional payments will only be made upon written approval from System Agency. The agency does not guarantee the additional payments will cover all COVID 19-related costs. In no event will the total amount paid to any Grantee exceed the contract values as specified in Article IV, Budget, for the associated fiscal year.

At its sole discretion, System Agency will determine additional payment amounts by applying inflationary and/or market adjustment factors, such as the Consumer Price Index. Additional payments will be based on Grantee's actual claim services provided and submitted to System Agency for reimbursement through CMBHS no later than October 15th of each fiscal year.

Additional payments shall comply with applicable provisions within Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and Title 45 of the Code of Federal Regulations Part 96 (Block Grants), and the Texas Grant Management Standards (TxGMS).

Additional payments will be made at the sole discretion of System Agency and are subject to availability of appropriated funding.

- N. The Service Types, Numbers Served, Capacity, and Funding Amounts in the table below are approved by System Agency. Grantee shall perform the required services set forth in **Attachment A** of this Contract in accordance with the following cost categories:

**SERVICE TYPE/NUMBERS SERVED/CAPACITY/FUNDING AMOUNTS****FY 25 SERVICE CHART**

Service Type	Number Served	Capacity	Amount
<b>TRA-LBHA Treatment Services – Adult</b>	<b>4,427</b>	<b>610</b>	<b>\$6,235,223</b>
<b>Adult Outpatient – Individual</b>			
Outpatient-Group Counseling			
Outpatient-Group Education			
Outpatient-Individual Counseling			
<b>Adult Intensive Residential</b>			
<b>Adult - Supportive Residential</b>			
<b>Adult - Ambulatory Detoxification</b>			
<b>Adult - Residential Detoxification</b>			
<b>Adult - HIV Residential</b>			
Adult HIV Residential Wraparound Services (Medicaid Adult -21 and Over)			
<b>Totals</b>	<b>4,427</b>		<b>\$6,235,223</b>

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 451-2025 Ratify HHSC SUD Treatment for Females (TRF) Contract for FY 2025—Amendment No. 4 (Contract No. HHS000779800003)

**DATE:** August 13, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratifies the signature of the CEO on the HHSC SUD Treatment for Females (TRF) Grant for FY 2025--Amendment No. 4 (Contract No. HHS000779800003).

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommended by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #20: Resolution 451-2025 Ratify HHSC SUD Treatment for Females (TRF) Contract for FY 2025—Amendment No. 4 (Contract No. HHS000779800003)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC SUD Treatment for Females (TRF) Contract for FY 2025--Amendment No. 4 (CONTRACT NO. HHS000779800003)

#### **Background:**

**This Amendment No. 4 has no new funding. It includes a revision of Program Services, Unit Rates, Contract Affirmations, and Uniform Terms and Conditions.**

Through this contract, NTBHA provides outpatient and residential substance use treatment for Adult pregnant women and women with Dependent Children (including women whose children are in custody of the State). Clients being admitted into Women and Children's treatment facilities must meet at least one of the following criteria: 1. be in the third trimester of her pregnancy; and/or 2. have at least one child physically residing overnight with her in the facility; and/or; 3. have a referral by Department of Family and Protective Services (DFPS). Services include: screening and assessment, and treatment planning, implementation, and review, and counseling, etc.

**Evaluation:** NA

#### **Financial Information:**

Amendment No. 3 adds state-allotted funding of **\$11,792.00 for FY 2024 through FY 2025** bringing the total for FY 2024 through FY 2025 from **\$3,407,054.00 to \$3,418,846.00**

**This Amendment No. 4 has no new funding. It includes a revision of Program Services, Unit Rates, Contract Affirmations, and Uniform Terms and Conditions.**

**Implementation Schedule:** Upon ratification by the NTBHA board.

**Attachments:** 20. TRF A.4 - Amending\_ \$861822600\_HHS000779800003\_Nort



**Aligns with Visions #1, 2, 3, and 4**

**NTBHA Strategic Visions**

**Vision #1 NTHBA will maintain a competent and committed workforce.**

**Vision #2 NTBHA will facilitate access to behavioral health services.**

**Vision #3 NTBHA will manage core operations efficiently and effectively.**

**Vision #4 NTBHA will identify and develop additional opportunities for service area development.**

**Presented By:** Carol Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS000779800003  
AMENDMENT NO. 4**

The **HEALTH AND HUMAN SERVICES COMMISSION** ("HHSC" or "System Agency") and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** ("Grantee"), who are collectively referred to herein as the "Parties," to that certain **Treatment for Females (TRF) Contract** effective September 1, 2020, and denominated HHSC Contract No. HHS000779800003 ("Contract"), as amended, now desire to further amend the Contract.

**WHEREAS**, HHSC desires to revise Attachments B, C, and D; and

**WHEREAS**, HHSC desires to add Attachments F-1 and H-2;

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. **ATTACHMENT B, REVISED PROGRAM SERVICES AND UNIT RATES (AUGUST 2023)**, is deleted in its entirety and replaced with **ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES (REVISED JUNE 2025)**, which is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
2. **ATTACHMENT C, CONTRACT AFFIRMATIONS V. 2.2**, is deleted in its entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATIONS V. 2.5 (NOVEMBER 2024)**, which is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
3. **ATTACHMENT D, UNIFORM TERMS AND CONDITIONS-GRANT V. 3.2**, is deleted in its entirety and replaced with **ATTACHMENT D, UNIFORM TERMS AND CONDITIONS-GRANT V. 3.5 (SEPTEMBER 2024)**, which is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
4. **ATTACHMENT F, FEDERAL ASSURANCES AND CERTIFICATIONS**, is supplemented with **ATTACHMENT F-1, ASSURANCES - NON-CONSTRUCTION PROGRAMS (EXPIRATION DATE: 02/28/2025)**, which is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
5. **ATTACHMENT H, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM** and **ATTACHMENT H-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM** is supplemented with **ATTACHMENT H-2, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**, which is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes. The Grantee shall complete the re-certification to meet the federal requirement.
6. This Amendment No. 4 shall be effective August 1<sup>st</sup>, 2025.

7. Except as amended and modified by this Amendment No. 4, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE IMMEDIATELY FOLLOWS.**

HHSC Solicitation No. HHS0007798  
HHSC Contract No. HHS000779800003  
Amendment No. 4

**SIGNATURE PAGE FOR AMENDMENT NO. 4**  
**HEALTH AND HUMAN SERVICES COMMISSION**  
**CONTRACT No. HHS000779800003**

**HEALTH AND HUMAN  
SERVICES COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Carol Lucky

CEO

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**The following documents are attached:**

**ATTACHMENT B:** **PROGRAM SERVICES AND UNIT RATES (REVISED JUNE 2025)**  
**ATTACHMENT C:** **CONTRACT AFFIRMATIONS V. 2.5 (NOVEMBER 2024)**  
**ATTACHMENT D:** **UNIFORM TERMS AND CONDITIONS-GRANT V. 3.5 (SEPTEMBER 2024)**  
**ATTACHMENT F-1:** **ASSURANCES - NON-CONSTRUCTION PROGRAMS (EXPIRATION DATE: 02/28/2025)**  
**ATTACHMENT H-2:** **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**

**ATTACHMENT B**  
**PROGRAM SERVICES AND UNIT RATES**  
**(Revised June 2025)**

- A.** Contract is funded with the United States Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention Treatment Recovery Services (SUPTRS) Block Grant, Assistance Listing Number (ALN) 93.959, and System Agency General Revenue.
- B.** Compliance with the following Code of Federal Regulation (CFR):
  - 1. SUPTRS Block Grant: 45 CFR Part 96, Subpart C, link: [45 CFR Part 96](https://www.hhs.gov/business/grants/federal-uniform-grant-guidance).
  - 2. Federal Uniform Grant Guidance for Title 2, Grants and Agreements, Subtitle A. Office of Management and Budget Guidance for Grant and Agreements, Chapter II Office of Management and Budget Guidance, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for , link:  
<https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance>
- C.** Compliance with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts, link: <https://comptroller.texas.gov/purchasing/grant-management/>
- D.** Funding
  - 1. System Agency's share of total reimbursements is not to exceed \$8,255,972.00 for the period of September 01, 2020 through August 31, 2025, as further specified and allocated by fiscal year (FY) in **Article IV, Budget** of the Contract Signature Document.
  - 2. The required Grantee match for the same period is \$362,254.00. Grantee is required to contribute five (5%) matching of funds. All funding from the SUPTRS Supplemental funding (HR133 and/or COVID-19) do not require the matching of funds and is excluded from the match calculations.
- E.** Claims and Payment Requirements:
  - 1. Grantee shall submit claims in CMBHS after services are rendered; no later than monthly.
  - 2. After the closure of each fiscal year, System Agency shall conduct contract close-out activities. Grantee shall ensure all claims for each state fiscal year (September – August) are submitted in CMBHS by October 15<sup>th</sup>. Claims submitted after October 15<sup>th</sup> may be denied.

3. All claims for September service period of the current fiscal year must be submitted by October 15th. Claims submitted after this date may be denied due to the grant budget period being closed.
4. System Agency may request additional supportive documentation to support the claims. All requests for additional information shall be provided by the deadline requested

F. Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from System Agency as payment in full for services or goods provided to clients or participants; and Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

**G. Budget Program Adjustment (BPA) Requirements**

1. Grantee may request revisions to the approved service group distribution of funds budgeted in the Service Type/Numbers Served/Capacity/Funding Amounts Chart, by completing a Budget Program Adjustment (BPA) Form and submitting to the System Agency Contract Manager and the SUD Mailbox at SUD.Contracts@hhs.texas.gov.
2. System Agency will review the request to determine if the request is allowable under the RFA, if applicable, and if the request is approved or denied. The estimated timeline for System Agency to review and provide written communication on the results of the BPA request is 30 days from receiving an accepted form. Any revisions to the distribution of funds will result in revised numbers served and/or capacity requirements.
3. Each Fiscal Year (FY), the deadline to submit a BPA is March 1st.

H. Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.

I. System Agency funded capacity is defined as the stated number of clients who will be concurrently served as determined by this Contract.

**J. Service Unit Rates**

1. The unit rates for the service charts referenced in **Section N** of this Attachment are located at the HHSC Substance Use Disorder Service Provider's webpage, under **Forms**, document name: **Treatment Rate Sheet**, the link to the webpage is below. All unit rates are subject to change and contingent on available funding.

<https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers>

If the link to the webpage and/or location of the applicable unit rate document changes, System Agency will provide Grantee notice through a broadcast message via email.

2. If unit rates are adjusted in accordance with **Section J.1.** of this Attachment., System Agency will provide Grantee notice through a broadcast message via email. All broadcast messages will be maintained in Grantee Contract file, and document the following:
  - a. Treatment Program/Service Type unit rate adjustments;
  - b. Treatment Program/Service Type unit rate adjustments effective date;
  - c. Treatment Program/Service Type method for receiving payments for the unit rate adjustment, in accordance with **Section J.3.** of this Attachment.
3. There may be a delay between the effective date of the rate adjustment and those updated rates being reflected in CMBHS. In the event of a difference in the posted adjusted rate and the rate in CMBHS, the posted rate controls and payment will be adjusted as described in **Section J.4.** of this Attachment.
4. The System Agency effective date of the rate adjustment will determine the method(s) to implement the unit rate adjustment, as follows:
  - a. During the fiscal year close-out, System Agency may conduct reconciliation to extract paid claims data for services provided by Grantee during the unit rate adjustment approval period. System Agency may calculate the difference between Grantee's payment utilizing the unit rate in CMBHS versus the revised unit rate. System Agency will thereafter issue Grantee a final reconciliation payment for the difference between the two service unit rates. Grantee's fiscal year payment may not exceed the total fiscal year allocation set forth in **Contract Signature document, Section IV, and/or amendments documenting FY revisions.**
  - b. System Agency may revise the service unit rates in CMBHS to ensure all service claims during the approved service period may be reimbursed at the revised rate.
  - c. System Agency reserves the right to utilize different method(s) to process unit rate adjustments.
  - d. Method(s) used to process unit rate adjustments will be described in the broadcast message in **Section J.1.** of this Attachment.

**K.** Clinic numbers must be approved by the System Agency Contract Manager before billing can occur. The Clinic Change Request Form is located at the HHSC Substance Use Disorder Service Provider's webpage, under **Forms**, document name: **Clinic Request Form**, the link to the webpage is below:

<https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers>.

**L.** Service Types with no associated amount will be paid from the preceding Service Type with an associated amount.

**M.** Reimbursement of Allowable Costs for State Fiscal Year 2022 and State Fiscal Year 2023

Grantees may be eligible to receive additional payments for fiscal years 2022 and 2023 for COVID 19-related costs incurred for covered services that were not included under the fee-for service payment reimbursement mechanism.

Additional payments will only be made upon written approval from System Agency. The agency does not guarantee the additional payments will cover all COVID 19-related costs. In no event will the total amount paid to any Grantee exceed the contract values as specified in Article IV, Budget, for the associated fiscal year.

At its sole discretion, System Agency will determine additional payment amounts by applying inflationary and/or market adjustment factors, such as the Consumer Price Index. Additional payments will be based on Grantee's actual claim services provided and submitted to System Agency for reimbursement through CMBHS no later than October 15th of each fiscal year.

Additional payments shall comply with applicable provisions within Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and Title 45 of the Code of Federal Regulations Part 96 (Block Grants), and the Texas Grant Management Standards (TxGMS).

Additional payments will be made at the sole discretion of System Agency and are subject to availability

N. The Service Types, Numbers Served, Capacity, and Funding Amounts in the table below are approved by System Agency. Grantee shall perform the required services set forth in **Attachment A** of this Contract in accordance with the following cost categories:

#### **SERVICE TYPE/NUMBERS SERVED/CAPACITY/FUNDING AMOUNTS**

#### **FY 24 SERVICE CHART**

<b>Service Type</b>	<b>Number Served</b>	<b>Capacity</b>	<b>Amount</b>
<b>Adult Specialized Female Residential Intensive</b>			
<b>Adult Specialized Female Residential Supportive</b>			
<b>Adult Specialized Female Residential Detox</b>			
<b>Adult Specialized Female Ambulatory Detox</b>			
<b>Adult Specialized Female W/C Residential Intensive</b>	102	13	\$1,000,000
Adult Spec Fem W/C Residential Wraparound Services-LESS THAN 21			
Adult Spec Fem W/C Residential Wraparound Services- 21 and OVER			
<b>Adult Specialized Female W/C Residential Supportive</b>			

<b>Adult Specialized Female Outpatient Services</b>	<b>447</b>	<b>62</b>	<b>\$709,423</b>
Adult Spec Female Outpatient Group Counseling			
Adult Spec Female Outpatient Group Education			
Adult Spec Female Outpatient Individual			
<b>Total</b>	<b>549</b>		<b>\$1,709,423</b>

### **FY 25 SERVICE CHART**

<b>Service Type</b>	<b>Number Served</b>	<b>Capacity</b>	<b>Amount</b>
<b>Treatment for Females (TRF)</b>			
<b>Adult Specialized Female Outpatient Services</b>	<b>447</b>	<b>62</b>	<b>\$709,423</b>
Adult Spec Female Outpatient Group Counseling			
Adult Spec Female Outpatient Group Education			
Adult Spec Female Outpatient Individual			
<b>Adult Specialized Female Residential Intensive</b>			
<b>Adult Specialized Female Residential Supportive</b>			
<b>Adult Specialized Female Residential Detox</b>			
<b>Adult Specialized Female Ambulatory Detox</b>			
<b>Adult Specialized Female W/C Residential Intensive</b>	<b>103</b>	<b>13</b>	<b>\$1,000,000</b>
Adult Spec Fem W/C Residential Wraparound Services-LESS THAN 21			
Adult Spec Fem W/C Residential Wraparound Services- 21 and OVER			
<b>Adult Specialized Female W/C Residential Supportive</b>			
<b>Total</b>	<b>549</b>		<b>\$1,709,423</b>

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** **452-2025 Ratify HHSC Multi-Systemic Therapy (MST) Grant for FY 2026 – FY 2027—Amendment No. 3 (Contract No. HHS001285300006)**

**DATE:** **August 13, 2025**

**STATE OF TEXAS**      }

**COUNTY OF DALLAS**      }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratifies the signature of the CEO on the HHSC Multi-Systemic Therapy (MST) Grant for FY 2026 through FY 2027—Amendment No. 3 (Contract No. HHS001285300006).

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommend by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #21: Resolution 452-2025 Ratify the HHSC Multi-Systemic Therapy (MST) Grant for FY 2026 – FY 2027—Amendment No. 3 (Contract No. HHS001285300006)**

**Recommendation/Motion:** Ratify the signature of the CEO on the Multisystemic Therapy (MST) Grant for FY 2026 – FY 2027—Amendment No. 3 (Contract No. HHS001285300006)

#### **Background:**

**This Amendment No. 3 adds \$4,152,272.00 for FY 2026 and FY 2027 (Level funding). The revised total Contract amount is not to exceed \$8,979,544.00. The Statement of Work is also revised under Amendment No. 2.**

Multisystemic Therapy (MST) is an intensive family and community-based treatment for serious juvenile offenders with possible substance abuse issues and their families. The primary goals of MST are to decrease youth criminal behavior and out-of-home placements. Critical features of MST include (a) integration of empirically-based treatment approaches to address a comprehensive range of risk factors across family, peer, school, and community contexts; (b) promotion of behavior change in the youth's natural environment, with the overriding goal of empowering caregivers; and (c) rigorous quality assurance mechanisms that focus on achieving outcomes through maintaining treatment fidelity and developing strategies to overcome barriers to behavior change.

The purpose of this Health and Human Services Commission (HHSC) funding is to expand the use of Multisystemic Therapy® (MST) in the state of Texas. MST is an evidence-based intensive family and community-based treatment program for at-risk youth with intensive needs and their families. MST intervention is a short-term (three to five months), intensive (services are available 24 hours a day), and community-based clinical intervention aimed at promoting pro-social behavior and interrupting the child's involvement with the juvenile justice system. MST is nontraditional as services are delivered in the child's community and home instead of in an office setting. MST addresses the core causes of delinquent and antisocial conduct by identifying key drivers of the behaviors through an ecological assessment of the child. Target Population: Youth, 12 to 17 years old, with possible substance abuse issues who are at risk of out-of-home placement due to antisocial or delinquent behaviors and/or youth involved with the juvenile justice system and their parents/caregivers.

#### **Financial Information:**

**This Amendment No. 3 adds \$4,152,272.00 for FY 2026 and FY 2027 (Level funding). The revised total Contract amount is not to exceed \$8,979,544.00. The Statement of Work is also revised under Amendment No. 2.**



**Amendment No. 2 added \$2,802,272.00 for FY 2024 -FY 2025. This increased the overall current contract (FY 2024 - FY 2025) from \$1,350,000.00 to \$4,152,272.00. There is no local match required. The Statement of Work is also revised under Amendment No. 2.**

**Implementation Schedule:** Upon Ratification by the NTBHA board.

**Attachments:** 21. MH\_MST HHS001285300006 A.3 FY26-FY27 ~ NTBHA - Unsigned

**Aligns with Visions #1, 2, 3, and 4**

NTBHA Strategic Visions
<b>Vision #1 NTHBA will maintain a competent and committed workforce.</b>
<b>Vision #2 NTBHA will facilitate access to behavioral health services.</b>
<b>Vision #3 NTBHA will manage core operations efficiently and effectively.</b>
<b>Vision #4 NTBHA will identify and develop additional opportunities for service area development.</b>

**Presented By:** Carol Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION**  
**CONTRACT NO. HHS001285300006**  
**AMENDMENT NO. 3**

The Health and Human Services Commission (“HHSC” or System Agency”) and North Texas Behavioral Health Authority (“Grantee”), each a “Party” and collectively the “Parties” to that grant agreement to support the delivery of services in an evidence-based intensive family-and community-based treatment program known as Multisystemic Therapy® services to at-risk youth with intensive needs and their families denominated HHSC Contract No. HHS001285300006 and effective December 1, 2022 (the “Contract” or “Grant Agreement”), as amended, now desire to further amend the Contract.

**WHEREAS**, HHSC desires to exercise its option to extend the term of the Grant Agreement;

**WHEREAS**, the Parties desire to add state funds for services being provided under the Grant Agreement for State Fiscal Years 2026 and 2027;

**WHEREAS**, HHSC desires to modify the Statement of Work and Budget attachments to update reporting requirements and reorganize requirements to align with needs of the project; and

**WHEREAS**, HHSC desires to incorporate certain additional requirements for compliance with applicable laws and HHSC policy, and make other modifications as stated herein.

**NOW, THEREFORE**, the Parties amend and modify the Grant Agreement as follows:

1. **ARTICLE III, DURATION**, of the Grant Agreement is revised to reflect an expiration date of **August 31, 2027**.
2. **ARTICLE V, BUDGET AND INDIRECT COST RATE**, of the Grant Agreement is amended by adding \$4,152,272.00 to the Contract for services being provided by Grantee during State Fiscal Years 2026 and 2027. The revised total Contract amount is not to exceed \$8,979,544.00.
3. **ARTICLE VI, REPORTING REQUIREMENTS**, is revised and restated as follows:

Grantee shall submit the following reports or documents below and in accordance with **Attachment B**. Grantee shall submit the following reports or documents by the due date specified below regardless of whether the date falls on a holiday, weekend, or non-working day.

<b>REPORT OR DOCUMENTS</b>	<b>FREQUENCY</b>	<b>DUET DATE</b>
Financial Status Report	Quarterly	December 20 <sup>th</sup> , March 20 <sup>th</sup> , June 20 <sup>th</sup> , September 20 <sup>th</sup> .

Request for Reimbursement	Monthly	September 15 <sup>th</sup> ; October 15 <sup>th</sup> , November 15 <sup>th</sup> , December 15 <sup>th</sup> , January 15 <sup>th</sup> , February 15 <sup>th</sup> , March 15 <sup>th</sup> , April 15 <sup>th</sup> , May 15 <sup>th</sup> , June 15 <sup>th</sup> , July 15 <sup>th</sup> , August 15 <sup>th</sup> .
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4. **ATTACHMENT A-1, STATEMENT OF WORK, VERSION 2**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT A-2, STATEMENT OF WORK (VERSION AUGUST 2025)**, which is attached to this Amendment and made part of and incorporated into the Grant Agreement for all purposes.
5. **ATTACHMENT B-2, REVISED BUDGET AND TARGET PROCEDURES**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B-3, BUDGET AND INVOICING REQUIREMENTS (VERSION AUGUST 2025)**, which is attached to this Amendment and made part of and incorporated into the Grant Agreement for all purposes.
6. **ATTACHMENT C, HEALTH AND HUMAN SERVICES CONTRACT AFFIRMATIONS (VERSION 2.2)**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT C, HHS CONTRACT AFFIRMATIONS (VERSION 2.5)**, which is attached to this Amendment and made part of and incorporated into the Grant Agreement for all purposes.
7. **ATTACHMENT D, HEALTH AND HUMAN SERVICES (HHS) UNIFORM TERMS AND CONDITIONS (GRANT, VERSION 3.2)**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS -- GRANT (VERSION 3.5)**, which is attached to this Amendment and made part of and incorporated into the Grant Agreement for all purposes.
8. The Grant Agreement is amended by adding **ATTACHMENT F, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER (JUNE 2025)**, which is attached to this Amendment and made part of and incorporated into the Grant Agreement for all purposes.
9. This Amendment shall be effective when both Parties have signed below.
10. Except as modified by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in effect.
11. Any further revisions to the Contract shall be by written agreement of the Parties.
12. Each Party represents and warrants that the person executing this Amendment on its behalf has the full power and authority to enter into the Amendment.

**SIGNATURE PAGE FOLLOWS**

HHSC Contract No. HHS001285300006  
Amendment No. 3  
Page 3 of 4

***PAGE 174***

**SIGNATURE PAGE FOR AMENDMENT NO. 3  
HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS001285300006**

**HEALTH AND HUMAN SERVICES COMMISSION**

By:

---

Signature of Authorized Representative

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

---

Date of Signature

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

By:

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Signature of Authorized Representative

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Date of Signature

**ATTACHMENT A-2**  
**STATEMENT OF WORK (VERSION AUGUST 2025)**

**SECTION I. PURPOSE**

The purpose of this Contract is to continue and expand the use of Multisystemic Therapy® (MST) in the state of Texas. MST is an evidence-based intensive family and community-based treatment program for at-risk youth with intensive needs and their families. MST intervention is a short-term (three to five months), intensive (services are available 24 hours a day), and community-based clinical intervention aimed at promoting pro-social behavior and interrupting the child's involvement with the juvenile justice system. MST is non-traditional as services are delivered in the child's community and home instead of in an office setting. MST addresses the core causes of delinquent and antisocial conduct by identifying key drivers of the behaviors through an ecological assessment of the child.

**SECTION II. GRANTEE RESPONSIBILITIES**

- 1. Funding.** Grantee shall expend MST funds only for the following types of costs:
  - a. Delivery of evidence-based MST Services as outlined at <https://www.mstservices.com/>;
  - b. Activities that facilitate continuation, expansion or initiation of an MST program as outlined by MST Services at <https://www.mstservices.com/>;
  - c. Administrative costs related to licensing, program implementation, service provision, and oversight of any MST providers including: personnel, fringe benefits, supplies, staff travel, and other direct and indirect costs; and
  - d. Pre-award spending against submitted and HHSC-approved budget categories.
- 2. Licensing.** Grantee and subcontractor(s) must be a licensed MST provider accredited by an approved MST licensing entity. If not already licensed, Grantee and/or subcontractor shall pursue licensing under this Contract.
- 3. Implementation.** Per MST Service model requirements (currently available at <https://www.mstservices.com/mst-juvenile-delinquency-prevention-program>), once licensed Grantee shall ensure subcontractor(s) provide MST to children and families within the systems they are embedded in, such as their homes, schools, and communities, via MST Teams, which consist of two to four therapists and a supervisor.
- 4. Fidelity.** Grantee and its subcontractor(s), as applicable, shall work with an approved MST licensing entity to participate in ongoing training, supervision, and technical assistance required to maintain MST credentialing and to ensure fidelity to the MST model. To maintain licensing, MST service providers are required to participate in internal quality assurance monitoring and undertake continuous quality improvement activities in collaboration with their MST licensing provider.
- 5. Eligibility.** Grantee shall ensure MST services are provided based on the certain eligibility requirements. MST serves children ages 12-17 that are at risk of out-of-home placement and have mental health issues coinciding with juvenile justice involvement. Exclusionary criteria include:
  - a. Children that are actively suicidal or homicidal;
  - b. Children living independently or without a committed caregiver;

**ATTACHMENT A-2**  
**STATEMENT OF WORK (VERSION AUGUST 2025)**

- c. Children have justice involvement that is primarily sexual offending;
- d. Children having severe psychiatric impairment; and
- e. Children having moderate to severe developmental disabilities that interfere with social communication.

**6. Written Processes for Access and Referrals.** Grantee shall develop processes to ensure that eligible children and families are aware of and have access to MST programs and services. MST teams must work with community stakeholders to identify referral sources and ensure compliance with referral process as defined by the MST model. MST teams must work with the Texas Child Mental Health Care Consortium (TCMHCC) (see <https://tcmhcc.utsystem.edu/>) and local child serving organizations to identify and refer children who could benefit from MST.

**7. Subcontracting.** Grantee subcontracting with an eligible entity or entities shall: (1) administer and oversee all contracted activities and engage in regular communication with HHSC and stakeholders on MST implementation; (2) maintain oversight of eligible entity or entities to ensure participation in ongoing training, supervision, and technical assistance required to maintain MST credentialing and to better ensure fidelity to the MST model; and (3) maintain oversight of eligible entity or entities to ensure participation in internal quality assurance monitoring and undertake continuous quality improvement activities in collaboration with their MST licensing provider.

**8. Learning Collaborative.** Grantee and subcontractor(s) must participate in regularly scheduled meetings hosted by HHSC and other MST providers, to share implementation lessons, and discuss technical assistance needs.

**SECTION III. CONTRACT DELIVERABLES, PERFORMANCE MEASURES, AND PERFORMANCE MEASURE REPORTING**

1. HHSC will assess Grantee's effectiveness in providing the services set forth under this Statement of Work by reviewing performance and compliance with the Statement of Work.
2. Grantee shall collect and report data to MST Services and their designated data coordination entity per MST Services data collection requirements. Grantee shall allow HHSC to access client level data and information obtained as part of the MST Program Implementation Review. HHSC will run reports in the MST Institute Database on a monthly basis to capture data on elements such as: hiring, training, licensure status, outreach progress, discharge and case closure.
3. Grantee shall oversee subcontractor adherence to all applicable reporting requirements.
4. Grantee shall follow all provisions outlined in the HHS Data Use Agreement. If requested by HHSC, Grantee may be required to enter data into a HHSC reporting system (e.g., CMBHS).

## ATTACHMENT B-3

### BUDGET AND INVOICING REQUIREMENTS (VERSION AUGUST 2025)

#### GRANTEE: NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

##### I. FUNDING

- A. Funding Source: State General Revenue
- B. The funding allocation by State Fiscal Year, September 1 through August 31, ("SFY") is:
  1. SFY2023: \$675,000.00
  2. SFY2024: \$2,076,136.00
  3. SFY2025: \$2,076,136.00
  4. SFY2026: \$2,076,136.00; and
  5. SFY2027: \$2,076,136.00.
- C. Grantee is not required to provide matching funds.
- D. All expenditures under this Contract will be in accordance with the categorical budgets below:

#### SFY2023

<b>MST PROGRAM FY23 - BUDGET SUMMARY</b>							
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds*	Other Funds	Local Funding Sources	In-Kind Match
	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match	Check if Cash Match
A. Personnel	\$380,000	\$380,000					\$0
B. Fringe Benefits	\$106,400	\$106,400					\$0
C. Travel	\$5,000	\$5,000					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$10,236	\$10,236					\$0
F. Contractual	\$100,000	\$100,000					\$0
G. Other	\$12,000	\$12,000					\$0
H. Total Direct Costs	\$613,636	\$613,636	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$61,364	\$61,364	\$0				\$0
J. Total (Sum of H and I)	\$675,000	\$675,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**SFY2024**

<b>Categorical Budget</b>							
Legal Name of Respondent:		North Texas Behavioral Health Authority					
State Fiscal Year:		FY2024		MST Program			
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds*	Other Funds	Local Funding Sources	In-Kind Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$780,000	\$780,000					\$0
B. Fringe Benefits	\$195,000	\$195,000					\$0
C. Travel	\$83,230	\$83,230					\$0
D. Equipment	\$15,120	\$15,120					\$0
E. Supplies	\$78,206	\$78,206					\$0
F. Contractual	\$300,000	\$300,000					\$0
G. Other	\$435,840	\$435,840					\$0
H. Total Direct Costs	\$1,887,396	\$1,887,396	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$188,740	\$188,740	\$0				\$0
J. Total (Sum of H and I)	\$2,076,136	\$2,076,136	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**SFY 2025**

<b>Categorical Budget</b>							
Legal Name of Respondent:		North Texas Behavioral Health Authority					
State Fiscal Year:		FY2025		MST Program			
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds*	Other Funds	Local Funding Sources	In-Kind Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$1,140,000	\$1,140,000					\$0
B. Fringe Benefits	\$285,000	\$285,000					\$0
C. Travel	\$24,990	\$24,990					\$0
D. Equipment	\$30,240	\$30,240					\$0
E. Supplies	\$4,846	\$4,846					\$0
F. Contractual	\$300,000	\$300,000					\$0
G. Other	\$102,320	\$102,320					\$0
H. Total Direct Costs	\$1,887,396	\$1,887,396	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$188,740	\$188,740	\$0				\$0
J. Total (Sum of H and I)	\$2,076,136	\$2,076,136	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**SFY 2026**

<b>Categorical Budget</b>							
Legal Name of Respondent:		North Texas Behavioral Health Authority					
State Fiscal Year:		FY2026		MST Program			
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds*	Other Funds	Local Funding Sources	In-Kind Match
A. Personnel	\$1,140,000	\$1,140,000		<input type="checkbox"/> Check if Cash Match	<input type="checkbox"/> Check if Cash Match	<input type="checkbox"/> Check if Cash Match	\$0
B. Fringe Benefits	\$285,000	\$285,000					\$0
C. Travel	\$13,195	\$13,195					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$4,846	\$4,846					\$0
F. Contractual	\$300,000	\$300,000					\$0
G. Other	\$208,728	\$208,728					\$0
H. Total Direct Costs	\$1,951,769	\$1,951,769	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$124,367	\$124,367	\$0				\$0
J. Total (Sum of H and I)	\$2,076,136	\$2,076,136	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**SFY 2027**

<b>Categorical Budget</b>							
Legal Name of Respondent:		North Texas Behavioral Health Authority					
State Fiscal Year:		FY2027		MST Program			
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds*	Other Funds	Local Funding Sources	In-Kind Match
A. Personnel	\$1,140,000	\$1,140,000		<input type="checkbox"/> Check if Cash Match	<input type="checkbox"/> Check if Cash Match	<input type="checkbox"/> Check if Cash Match	\$0
B. Fringe Benefits	\$285,000	\$285,000					\$0
C. Travel	\$13,195	\$13,195					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$4,046	\$4,046					\$0
F. Contractual	\$300,000	\$300,000					\$0
G. Other	\$208,728	\$208,728					\$0
H. Total Direct Costs	\$1,951,769	\$1,951,769	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$124,367	\$124,367	\$0				\$0
J. Total (Sum of H and I)	\$2,076,136	\$2,076,136	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**II. BUDGET PROCEDURES**

A. Grantee shall utilize the funding only for costs that are both allowable and approved by HHSC. To utilize funds for an expense not documented on the HHSC-approved cost reimbursement budget, Grantee shall submit written request to HHSC for approval prior to utilizing the funds for the expense. If the expense is approved, HHSC send to Grantee a written Notice to Proceed (NTP); Grantee shall not use funds for such an expense until the NTP is received from HHSC.

**B.** HHSC-approved cost reimbursement budget may be revised in accordance with the following requirements:

1. For transfers of funds between budget categories, other than ‘Indirect Costs’ or ‘Equipment’ category, for an amount that is cumulatively less than or equal to ten percent (10%) of the total value of the respective SFY budget period, Grantee may revise the budget categories amount in the SFY budget period without requesting approval from HHSC.
2. For transfers between budget categories, other than ‘Indirect Costs’ or ‘Equipment’ category, for an amount that cumulatively exceeds ten percent (10%) of the total value of the respective SFY budget period, Grantee shall submit a timely written request to the HHSC Contract Representative for review and approval. If approved, HHSC will provide written correspondence documenting approval of the transfer(s) between budget categories.
3. For any transfer of funds for budget category ‘Equipment’ and/or ‘Indirect Costs’, Grantee shall submit to the HHSC Contract Representative a written request with justification for HHSC review and approval. If Grantee’s request is approved, then HHSC will notify Grantee; however, Grantee’s budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment incorporating the transfer(s) between budget categories is executed.

**C.** After Grantee purchases approved equipment with HHSC funds, the equipment must be inventoried, maintained in working order, and appropriately secured.

### **III. INVOICE AND FSR SUBMISSION**

- A.** HHSC will reimburse Grantee actual, allocable, and eligible costs incurred to complete activities outlined in the Statement of Work. Reimbursement is subject to funding limitations found in 45 CFR Part 96.
- B.** Grantee shall submit monthly request for reimbursement, solely for Contract activities on or before the 15th day of the month after the month of service (e.g., September submission due October 15th) using the State of Texas Purchase Voucher (Form 4116), which is incorporated by reference and can be downloaded at <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher>.
- C.** An invoice not received by the date due is considered late. Grantee shall provide to HHSC written justification for the late submission. HHSC may request more information for the late submission and reserves the right to deny the late submission.
- D.** Grantee’s monthly State of Texas Purchase Voucher Form 4116 must include:
  1. Name, address, and telephone number of Grantee;
  2. HHSC contract number;
  3. Identification of services provided;
  4. Dates on which services were provided;
  5. The total amount of the reimbursement request; and
  6. Supporting documentation, which includes:

- a. A copy of Grantee's General Ledger delineating expenditure of funds by cost category; and
- b. Any other documentation required by this Grant Agreement or otherwise requested by HHSC.

E. Grantee must submit monthly reimbursement requests to [HHSC\\_AP@hhsc.state.tx.us](mailto:HHSC_AP@hhsc.state.tx.us), and copy [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov) and the HHSC Contract Representative. HHSC recommends using the following naming convention on the subject line of all monthly reimbursement requests: *Invoice Submission: [Grantee Legal Name], [Contract Number], [Invoice Number], [Invoice Amount], [Contract Number], [Purchase Order, if applicable], [Service Date or Month of Service]*.

F. All Contract costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Contract.

G. Grantee shall submit a Financial Status Report (FSR) using a HHSC-approved format on or before the 20th calendar day following the close of each state fiscal quarter.

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** **453-2025 Ratify NTBHA Lease for the MST (Multi-Systemic Therapy) Program in Kaufman County**

**DATE:** **August 13, 2025**

**STATE OF TEXAS**      }  
**COUNTY OF DALLAS**      }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratifies the signature of the CEO on the NTBHA Lease for the MST (Multi-Systemic Therapy) Program in Kaufman County.

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommended by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

#### **AGENDA ITEM #22: Resolution 453-2025 Ratify NTBHA Lease for the MST (Multi-Systemic Therapy) Program in Kaufman County**

**Recommendation/Motion:** Ratify the signature of the CEO on the NTBHA Lease for the MST (Multi-Systemic Therapy Program in Kaufman County.

#### **Background:**

This lease, between **NTBHA** and **Kaufman County Resource Connection, Inc.**, is being renewed in order to continue to provide Multi-Systemic Therapy programming in Kaufman County. Multisystemic Therapy (MST) is an intensive family and community-based treatment for serious juvenile offenders with possible substance abuse issues and their families. The primary goals of MST are to decrease youth criminal behavior and out-of-home placements. Critical features of MST include (a) integration of empirically-based treatment approaches to address a comprehensive range of risk factors across family, peer, school, and community contexts; (b) promotion of behavior change in the youth's natural environment, with the overriding goal of empowering caregivers; and (c) rigorous quality assurance mechanisms that focus on achieving outcomes through maintaining treatment fidelity and developing strategies to overcome barriers to behavior change.

The purpose of this Health and Human Services Commission (HHSC) funding is to expand the use of Multisystemic Therapy® (MST) in the state of Texas. MST is an evidence-based intensive family and community-based treatment program for at-risk youth with intensive needs and their families. MST intervention is a short-term (three to five months), intensive (services are available 24 hours a day), and community-based clinical intervention aimed at promoting pro-social behavior and interrupting the child's involvement with the juvenile justice system. MST is nontraditional as services are delivered in the child's community and home instead of in an office setting. MST addresses the core causes of delinquent and antisocial conduct by identifying key drivers of the behaviors through an ecological assessment of the child. Target Population: Youth, 12 to 17 years old, with possible substance abuse issues who are at risk of out-of-home placement due to antisocial or delinquent behaviors and/or youth involved with the juvenile justice system and their parents/caregivers.

#### **Financial Information:**

**Monthly Base Rent Amount:** \$400 per month (\$4,800.00 for 12 months, with a \$400 deposit due upon lease execution)

**Term of Lease:** 6-01-2025 to 6-01-2026 (1 year)



**Implementation Schedule:** Upon Ratification by the NTBHA board.

**Attachments:** 22. KCRC\_MST\_Renewal\_2025.06.01\_-  
\_COMMERCIAL\_PROPERTY\_SUBLEASE\_EXTENSION\_AMENDMENT\_-\_NTBHA

**Aligns with Visions #1, 2, 3, and 4**

#### NTBHA Strategic Visions

**Vision #1 NTHBA will maintain a competent and committed workforce.**

**Vision #2 NTBHA will facilitate access to behavioral health services.**

**Vision #3 NTBHA will manage core operations efficiently and effectively.**

**Vision #4 NTBHA will identify and develop additional opportunities for service area development.**

**Presented By:** Carol Lucky, Chief Executive Officer

**COMMERCIAL PROPERTY SUBLEASE**  
between **Kaufman County Resource Connection, Inc.**  
and **North Texas Behavioral Health Authority**

**MST Program**

THIS COMMERCIAL PROPERTY SUBLEASE (hereinafter “Sublease”) is dated 06/01/2025 and is made by and between Kaufman County Resource Connection, Incorporated, a Texas Non-Profit Corporation (hereinafter “Sublessor”) and North Texas Behavioral Health Authority or NTBHA, an entity of Government and Multi-Systemic Therapy (“MST Program”) Provider (hereinafter “Sublessee”).

Sublessor and Sublessee hereby agree as follows:

**1. Recitals.**

This Sublease is subject to that certain Prime Lease, dated July 1, 2023, by and between Texas Health Resources, Inc (hereinafter “Prime Lessor”), as Landlord, and Trinity Valley Community College, A Public Junior College in Texas, (hereinafter “Prime Lessor”), also subject to the Prime Sublease Agreement and Consent Dated July 1, 2023, by and between Texas Health Resources and Kaufman County Resource Connection as Tenant, concerning that certain real property more particularly described in the Prime Sublease Agreement and attached here as **Exhibit B**. A copy of the Prime Lease and Prime Sublease agreement and consent is attached hereto as **Exhibit A** and incorporated by reference herein.

**2. Premises.**

Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, a portion of the Premises, commonly known as Office Numbers 218, as shown on the physical door to each office, being a portion of the real estate located on the Premises. The Subleased Premises are more particularly described in **Exhibit B** attached hereto and incorporated by reference herein.

**3. Term.**

The term of this Sublease (“Term”) shall commence (hereinafter “Commencement Date”) on the date 06/01/2025. The Term shall end on 06/01/2026 (hereinafter “Termination Date”), unless this Sublease is sooner terminated pursuant to its terms or the Prime Lease is sooner terminated pursuant to its terms. The parties acknowledge that Sublessee has no option to extend the Term of this Sublease.

**4. Rent.**

**(a) Monthly Base Rent**

Sublessee shall pay to Sublessor as monthly base rent (“Monthly Base Rent”) for the Subleased Premises equal monthly installments of \$400 per month.

As used herein, the word “month” shall mean a period beginning on the first (1st) day of a month and ending on the last day of that month. Rent (as defined in Paragraph 4.b) shall be paid on or

before three (3) days prior to the first (1st) day of each calendar month during the Term. Rent for any period during the term hereof which is for less than one month of the Term shall be a pro rata portion of the monthly installment based on a thirty-(30)-day month. Rent shall be payable without notice or demand and without any deduction, offset, or abatement, in lawful money of the United States of America. Rent shall be paid directly to Sublessor at the address of the Premises, Attn. Chief Financial Officer, or such other address as may be designated in writing by Sublessor.

(b) Additional Rent.

All monies required to be paid by Sublessee under this Sublease (excluding Monthly Base Rent pursuant to Paragraph 4.a), including, without limitation, any amounts payable by Sublessor to Prime Lessor under the Prime Lease (including, without limitation, "Operating Expenses," as defined in Section 13 of the Prime Lease), shall be deemed additional rent ("Additional Rent"). Monthly Base Rent and Additional Rent hereinafter collectively shall be referred to herein as "Rent." Sublessee and Sublessor agree, as a material part of the consideration given by Sublessee to Sublessor for this Sublease, that from and after the Commencement Date, Sublessee shall pay all costs, expenses, taxes, insurance, maintenance, and other charges of every kind and nature arising in connection with the Subleased Premises under this Sublease and the Prime Lease; in this regard, Sublessee shall pay \$400.00 of Sublessor's share of "Operating Expenses" (as such terms is defined in the Prime Lease). Notwithstanding anything to the contrary set forth in this Sublease, Sublessor's obligation to pay Additional Rent (attributable to the Term) shall survive the expiration or earlier termination of this Sublease, and if Sublessor is unable to determine the amount of Additional Rent due and payable by Sublessee at the expiration or earlier termination of this Sublease, then the parties shall make an adjusting payment between them when the correct amount can be determined.

(c) Payment of First Month's Rent.

Upon execution hereof by Sublessee, Sublessee shall pay to Sublessor, in cash, the sum of \$400, which shall constitute Rent for the first month of the Term.

**5. Security Deposit.**

Upon execution hereof by Sublessee, Sublessee shall deposit with Sublessor, in cash, the sum of \$400.00, as security for the performance by Sublessee of the terms and conditions of this Sublease. If Sublessee fails to pay Rent or other charges due hereunder or otherwise defaults with respect to any provision of this Sublease, then Sublessor may draw upon, use, apply or retain all or any portion of the security deposit for the payment of any Rent or other charge in default, for the payment of any other sum which Sublessor has become obligated to pay by reason of Sublessee's default, or to compensate Sublessor for any loss or damage which Sublessor has suffered thereby. If Sublessor so uses or applies all or any portion of the security deposit, then Sublessee shall, within sixty (60) days after demand therefore, deposit cash with Sublessor in the amount required to restore the deposit to the full amount stated above. Upon the expiration or earlier termination of this Sublease, Sublessor shall return to Sublessee (without interest) so much of the security deposit as has not been applied by Sublessor pursuant to this Paragraph, or which is not otherwise required to cure Sublessee's defaults.

## **6. Late Charge.**

In addition to any interest payable pursuant to the terms of the Prime Lease, as incorporated herein pursuant to Paragraph 25(a) below, if Sublessee fails to pay Sublessor any amount due hereunder on or before the date when such payment is due, Sublessee shall pay to Sublessor upon demand a late charge equal to 10 percent (10%) of the delinquent amount. The parties agree that the foregoing late charge represents a reasonable estimate of the cost and expense which Sublessor will incur in processing each delinquent payment. Sublessor's acceptance of any interest or late charge shall not waive Sublessee's default in failing to pay the delinquent amount.

## **7. Repairs.**

Except as set forth in Paragraph 14 below with respect to the construction of the demising wall, or as otherwise provided herein, Sublessor shall have no obligation whatsoever to make or pay the cost of any alterations, improvements or repairs to the Subleased Premises.

## **8. Indemnity.**

Sublessee shall indemnify, protect, defend with counsel reasonably acceptable to Sublessor, and hold Sublessor harmless against any and all claims, liabilities, judgments, causes of action, damages, costs (including reasonable attorneys' and experts' fees), and expenses (hereinafter collectively termed "Claims") caused by or arising in connection with: (i) the use, occupancy or condition of the Subleased Premises; (ii) the negligence or willful misconduct of Sublessee or its employees, contractors, agents or invitees; or (iii) a breach of Sublessee's obligations under this Sublease; provided, however, that Sublessee shall have no obligation to indemnify, protect, or hold harmless Sublessor against, nor shall Sublessor be deemed released from, any of such Claims to the extent it is caused by or arises in connection with: (i) the gross or active negligence or willful misconduct of Sublessor or its employees, contractors, agents, or invitees; or (ii) a breach of Sublessor's obligations under this Sublease.

## **9. Right to Cure Defaults.**

If Sublessee fails to pay any sum of money to Sublessor or fails to perform any other act on its part to be performed hereunder, then Sublessor may, but shall not be obligated to, make such payment or perform such act. All such sums paid and all costs and expenses of performing any such act shall be deemed Additional Rent payable by Sublessee to Sublessor upon demand. In addition, Sublessee shall pay to Sublessor interest on all amounts due, at the rate of 10 percent (10%) per annum or the maximum rate allowed by law, whichever is less (hereinafter "Interest Rate"), from the due date to and including the date of the payment, from the date of the expenditure until repaid.

## **10. Assignment and Subletting.**

Sublessee may not assign this Sublease, sublet the Subleased Premises, transfer any interest of Sublessee therein, or permit any use of the Subleased Premises by another party (hereinafter "Transfer"). Any Transfer by Sublessee shall be void and shall, at the option of Sublessor, terminate this Sublease. Notwithstanding anything to the contrary contained in this Sublease or in the Prime Lease, at Sublessor's sole option, Sublessor shall have the right to terminate this Sublease

if Sublessee requests Sublessor's consent to an assignment of this Sublease or a sublet of all or any portion of the Subleased Premises.

### **11. Use.**

Sublessee may use the Subleased Premises only for the uses set forth in Paragraph 1c and Sections 6 and 7 of the Prime Lease and for no other purpose. With respect to Hazardous Materials (as defined below), Sublessee shall not engage in or permit any activities in or about the Premises or Project which involve the use or presence of Hazardous Materials. Sublessee shall not do or permit anything to be done in or about the Subleased Premises which would: (i) injure the Subleased Premises; or (ii) vibrate, shake, overload, or impair the efficient operation of the Subleased Premises or the sprinkler systems, heating, ventilating or air conditioning equipment, or utilities systems located therein. Sublessee shall not store any materials, supplies, finished or unfinished products, or articles of any nature outside of the Subleased Premises. Sublessee shall comply with all reasonable rules and regulations promulgated from time to time by Sublessor and Prime Lessor with respect to the Subleased Premises and the Premises. As used herein, the term "Hazardous Materials" shall mean any material or substance that is now or hereafter prohibited or regulated by any statute, law, rule, regulation, or ordinance or that is now or hereafter designated by any governmental authority to be radioactive, toxic, hazardous, or otherwise a danger to health, reproduction, or the environment.

### **12. Effect of Conveyance.**

As used in this Sublease, the term "Sublessor" means the holder of the tenant's interest under the Prime Lease. In the event of any transfer of said tenant's interest, Sublessor shall be and hereby is entirely relieved of all covenants and obligations of Sublessor hereunder first arising after the effective date of such transfer, and it shall be deemed and construed, without further agreement between the parties, that the transferee has assumed and shall carry out all covenants and obligations from and after the effective date of such transfer to be performed by Sublessor hereunder. Sublessor may transfer and deliver any security of Sublessee to the transferee of said tenant's interest in the Prime Lease, and thereupon Sublessor shall be discharged from any further liability with respect thereto.

### **13. Acceptance.**

By taking possession of the Subleased Premises, Sublessee shall conclusively be deemed to have accepted the Subleased Premises in their "as-is," then-existing condition; provided, however, that as of the Commencement Date, all Building systems serving the Subleased Premises, including, but not limited to, electrical, plumbing, HVAC, and fire sprinklers, will be in good working order. Sublessee shall have five (5) days after the Commencement Date to notify Sublessor in writing of any defects in the foregoing Building systems and if written notice of any such defects in such systems is not received by Sublessor within said five (5) day period, then correction of any such defects shall be the obligation of Sublessee, not Sublessor.

### **14. Improvements.**

No alterations or improvements shall be made to the Subleased Premises, except in accordance with this Sublease and the Prime Lease, and with the prior written consent, when required, of both Prime Lessor and Sublessor. Sublessor's consent to any proposed alteration or improvement shall not be unreasonably withheld or delayed; provided, however, that it shall be deemed reasonable for Sublessor to withhold its consent to any proposed alteration or improvement which is not approved by Prime Lessor. As more fully described in Section 14 of the Prime Lease, as incorporated herein, all alterations or improvements made by Sublessee to the Subleased Premises shall remain on and be surrendered with the Subleased Premises upon the expiration or earlier termination of this Sublease, except that Sublessor may, within thirty (30) days before or thirty (30) days after termination of the Sublease, elect to require Sublessee to remove some or all of the alterations or improvements which Sublessee may have made to the Subleased Premises, unless Sublessor has previously agreed in writing that any one or more of such alterations or improvements need not be removed at the end of the Term. If Sublessor so elects, Sublessee shall at its own cost restore the Subleased Premises to the condition designated by Sublessor in Sublessor's election, before the last day of the Term or within thirty (30) days after notice of Sublessor's election is given to Sublessee, whichever is later.

### **15. Limitation of Liability.**

Except to the extent of the gross or active negligence or willful misconduct of Sublessor, its agents, employees, contractors, or invitees, Sublessor shall not be liable to Sublessee for: (i) failure or interruption of any utility system or service; or (ii) failure of Prime Lessor to maintain the Subleased Premises as may be required under the Prime Lease. In the event that Sublessor is entitled to an abatement of rent (with respect to the Subleased Premises) under the terms of the Prime Lease, Sublessee shall be entitled to a proportionate share of abatement of Rent under this Sublease. Sublessor and Sublessee are corporations, and the obligations of Sublessor and Sublessee hereunder shall not constitute the personal obligations of the officers, directors, trustees, partners, joint venturers, members, owners, stockholders, or other principals or representatives of the corporations.

### **16. Default.**

Sublessee shall be in material default of its obligations under this Sublease if any of the following events occur:

- (a) Sublessee fails to pay any Rent when due, when such failure continues for three (3) days after written notice from Sublessor to Sublessee that any such sum is due;
- (b) Sublessee fails to perform any term, covenant, or condition of this Sublease (except those requiring payment of Rent) and fails to commence cure of such breach within seven (7) days after delivery of a written notice from Sublessor specifying the nature of the breach or to thereafter expeditiously complete such cure within a reasonable time;
- (c) Sublessee makes a general assignment of its assets for the benefit of its creditors, including attachment of, execution on, or the appointment of a custodian or receiver with respect to a substantial part of Sublessee's property or any property essential to the conduct of its business;

- (d) Sublessee abandons the Subleased Premises or ceases to conduct business in the Subleased Premises for more than seven (7) consecutive days in any thirty-(30)-day period;
- (e) a petition is filed by or against Sublessee under the bankruptcy laws of the United States or any other debtors' relief law or statute, unless such petition is dismissed within sixty (60) days after filing; or a court directs the winding up or liquidation of Sublessee; or a substantial part of Sublessee's property or any property essential to the conduct of its business is attached or executed upon and not released from the attachment or execution within sixty (60) days; or a custodian or receiver is appointed for a substantial part of Sublessee's property or any property essential to the conduct of its business and not discharged within sixty (60) days; or
- (f) Sublessee commits any other act or omission which constitutes an event of default under the Prime Lease, which has not been cured after delivery of written notice and passage of the applicable grace period provided in the Prime Lease as modified, if at all, by the provisions of this Sublease.

### **17. Remedies.**

In the event of any default by Sublessee under this Sublease, Sublessor shall have all remedies provided by applicable law, including, without limitation, all rights pursuant to Texas law. Sublessor may resort to its remedies cumulatively or in the alternative.

### **18. Surrender.**

Prior to expiration of this Sublease, Sublessee shall remove all of its trade fixtures and shall surrender the Subleased Premises to Sublessor in the condition received, free of Hazardous Materials brought onto the Property by Sublessee, its agents, employees, contractors, or invitees, reasonable wear and tear excepted. If the Subleased Premises are not so surrendered, then Sublessee shall be liable to Sublessor for all costs incurred by Sublessor in returning the Subleased Premises to the required condition, plus interest thereon at the Interest Rate. Sublessee shall indemnify, defend with counsel reasonably acceptable to Sublessor, protect and hold harmless Sublessor against any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including attorney's and experts' fees) resulting from Sublessee's delay in surrendering the Subleased Premises in the condition required.

### **19. Notices.**

Unless five (5) days' prior written notice is given in the manner set forth in this Paragraph, the address of each party for all purposes connected with this Sublease shall be that address set forth above and below their signatures at the end of this Sublease. The address for Prime Lessor shall be as set forth in the Prime Lease. All notices, demands, or communications in connection with this Sublease shall be considered received when: (i) personally delivered; or (ii) if properly addressed and either sent by nationally recognized overnight courier or deposited in the mail (registered or certified, return receipt requested, and postage prepaid), on the date shown on the return receipt for acceptance or rejection. All notices given to the Prime Lessor under the Prime Lease shall be considered received only when delivered in accordance with the Prime Lease to all parties hereto at the address set forth below their signatures at the end of this Sublease.

## **20. Severability.**

If any term of this Sublease is held to be invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Sublease shall remain in full force and effect to the fullest extent possible under the law, and shall not be affected or impaired.

## **21. Amendment.**

This Sublease may not be amended except by the written agreement of all parties hereto.

## **22. Attorney's Fees.**

If either party brings any action or legal proceeding with respect to this Sublease, the prevailing party shall be entitled to recover reasonable attorney's fees, experts' fees, and court costs. Notwithstanding the foregoing and in addition thereto, Sublessor shall be entitled to immediate receipt from Sublessee, for each breach hereof, of such reasonable attorney's fees (but not less than 50 Dollars (\$50)), as may be incurred in connection with each notice or demand delivered to Sublessee. Sublessee agrees that such sum constitutes reimbursement to Sublessor of the reasonable cost of the preparation and delivery of each notice caused by Sublessee's breach.

## **23. Other Sublease Terms.**

### **(a) Incorporation by Reference.**

Except as otherwise provided in this Sublease, the terms and provisions contained in the Prime Lease are incorporated herein by reference, and are made a part hereof as if set forth at length; provided, however, that:

- (i) each reference in such incorporated sections to "Lease" and to "Premises" shall be deemed a reference to this "Sublease" and the "Subleased Premises," respectively;
- (ii) each reference to "Landlord" and "Tenant" shall be deemed a reference to "Sublessor" and "Sublessee," respectively;
- (iii) with respect to work, services, repairs, restoration, insurance or the performance of any other obligation of Landlord under the Prime Lease, the sole obligation of Sublessor shall be to request the same in writing from Prime Lessor, as and when requested to do so by Sublessee, and to use Sublessor's reasonable efforts (provided Sublessee pays all costs incurred by Sublessor in connection therewith) to obtain Prime Lessor's performance, including, if reasonably necessary under the circumstances, the commencement and prosecution of legal proceedings in the name of Sublessor or otherwise against Prime Lessor, with counsel reasonably satisfactory to Sublessee, and Sublessor agrees to co-ordinate such enforcement proceedings with Sublessee, but control of such proceedings shall be with Sublessor;
- (iv) with respect to any obligation of Sublessee to be performed under this Sublease, wherever the Prime Lease grants to Sublessor a specified number of days to perform its obligations under the Prime Lease, except as otherwise provided herein, Sublessee shall have three (3) fewer days to perform the obligation, including, without limitation, curing any defaults;

(v) Sublessor shall have no liability to Sublessee with respect to: (a) representations and warranties made by Prime Lessor under the Prime Lease; (b) any indemnification obligations of Prime Lessor under the Prime Lease, or other obligations or liabilities of Prime Lessor under the Prime Lease with respect to compliance with laws, condition of the Subleased Premises or Hazardous Materials; and (c) obligations under the Prime Lease to repair, maintain, restore, or insure all or any portion of the Premises, regardless of whether the incorporation of one or more provisions of the Prime Lease might otherwise operate to make Sublessor liable therefor;

(vi) with respect to any approval or consent required to be obtained from the Prime Lessor under the Prime Lease, such approval or consent must be obtained from both Prime Lessor and Sublessor, and the approval of Sublessor may be withheld if Prime Lessor's approval or consent is not obtained;

(vii) the following provisions of the Prime Lease are expressly not incorporated herein by reference: Paragraphs 1.a, 1.b, 1.d, 1.g, 1.h, and 1.j through 1.o, inclusive; Paragraphs 2.a and 2.f; Section 3; Paragraphs 4.a and 4.b; Section 5; the second sentence of Subparagraph 12.b(4) (but only delete the words "Tenant Improvements as outlined in P. 28 hereof" and replace them with "demising wall to be constructed by Sublessor as outlined in this Sublease"); Section 12(b)(5); Section 13.a (but see Section 4.B of this Sublease regarding Tenant's obligation to pay Operating Expenses); Section 19 (except for the sixth sentence of Paragraph 19.a); Section 20; Paragraph 23.c; Sections 27, 28, 29, 30, 31, 32, 33, 34 and 35; Paragraph 36(d); Exhibits A and E;

(viii) notwithstanding clause (ii) above, references to "Landlord" in the following provisions of the Prime Lease shall mean Prime Lessor, not Sublessor: 1.f; Paragraph 2.d (second sentence only); Subparagraph 7.c(2); Section 9; Paragraph 10.a (but only the first sentence and the last reference to "Landlord" in the second sentence); Paragraph 12.a; Subparagraph 12.b(5) and 12.d(1); Paragraph 13.b; Section 15; Subparagraph 16.b(2); Paragraph 16.c; Paragraphs 17.a, 17.b (also, replace the first reference to "Tenant" in the last sentence of this paragraph with "Sublessor or Sublessee") and 17.e; 18.a; and Paragraphs 23.a, 23.b and 36.f; and

(ix) notwithstanding clause (ii) above, references to "Landlord" in the following provisions of the Prime Lease shall mean both Prime Lessor and Sublessor: Paragraphs 2.d (second sentence only) and 2.e; Section 6; Paragraphs 7.d and 7.f; Section 8; Paragraph 10.a (first sentence only); Paragraph 12.a; Subparagraph 12.b(4) (third sentence only); Paragraphs 13.c through 13.e, inclusive; Section 14 (the first, second, third and sixth sentences only); Subparagraph 16.b(1); Paragraph 18.c (the last sentence only); Sections 22, 24, and 25; and Paragraphs 36.c, 36.h and Exhibit C.

(b) Assumption of Obligations.

This Sublease is and all times shall be subject and subordinate to the Prime Lease and the rights of Prime Lessor thereunder. Sublessee hereby expressly assumes and agrees: (i) to comply with all provisions of the Prime Lease applicable to the Subleased Premises to the extent incorporated herein; (ii) to perform all the obligations on the part of the "Tenant" to be performed under the terms of the Prime Lease applicable to the Subleased Premises during the term of this Sublease to the extent incorporated herein; and (iii) to hold Sublessor free and harmless of and from all

liability, judgments, costs, damages, claims, demands, and expenses (including reasonable attorneys' and experts' fees) arising out of Sublessee's failure to comply with or to perform Sublessee's obligations hereunder or to act or omit to act in any manner which will constitute a breach of the Prime Lease.

(c) Sublessor's Representations.

To the best of Sublessor's knowledge, Sublessor represents and warrants with respect to the Subleased Premises: (i) that the document attached as Exhibit a to this Agreement is a true, correct and complete copy of the Prime Lease, and that the Prime Lease is in full force and effect; (ii) there is no default, or any condition which with the passage of time or the giving of notice, or both, would constitute a default, on the part of either party to the Prime Lease; and (iii) Sublessor has not assigned, encumbered or otherwise transferred any interest of Tenant under the Prime Lease. Sublessor shall perform all obligations of the Tenant under the Prime Lease to the extent that Sublessee has not agreed to perform such obligations under the Sublease and shall co-operate with Sublessee to obtain the consent of Prime Lessor in a timely manner to any act which requires such consent and Sublessor shall not unreasonably withhold or delay consent to any such act.

**25. Condition Precedent.**

Notwithstanding anything to the contrary contained herein, this Sublease and Sublessor's and Sublessee's obligations hereunder are conditioned upon having obtained the written consent of the Prime Lessor. If Sublessor has not obtained Prime Lessor's consent within thirty (30) days after the date of Sublessor's execution of this Sublease, either party may terminate this Sublease, and Sublessor shall return to Sublessee all sums paid by Sublessee to Sublessor in connection with its execution of this Sublease.

**26. Sublease Common Areas.**

Sublessee shall provide to Prime Lessor all financial and other information requested by Prime Lessor pursuant to Section 19 of the Prime Lease.

(a) Sublessee's Rights.

The areas identified on **Exhibit B** as "Common Area" shall constitute the "Sublease Common Areas." All areas within the Building other than the Subleased Premises and the Sublease Common Areas are reserved for the exclusive use of Sublessor. Subject to the terms and conditions set forth herein, Sublessee and its employees, contractors, and invitees shall have the nonexclusive right, in common with Sublessor and Sublessor's employees, contractors, and invitees, to use the Sublease Common Areas as they exist from time to time, subject to any rights, powers, or privileges reserved by Sublessor under the terms of this Sublease. Sublessor makes no warranty express or implied with respect to the condition of the Sublease Common Areas or any equipment located therein. Sublessee shall not store any property, temporarily or permanently, in the Sublease Common Areas.

(b) Rules and Regulations.

Sublessor shall have the exclusive control and management of the Sublease Common Areas and may from time to time promulgate reasonable rules and regulations for the care and orderly management of the Sublease Common Areas and the safety of Sublessor, Sublessee and their employees, agents, and invitees. Such rules and regulations shall be binding upon Sublessee upon delivery of a copy thereof to Sublessee, and Sublessee agrees to abide by such rules and regulations and to cause its employees, contractors and invitees to abide by such rules and regulations.

**(c) Changes.**

Sublessor shall have the right from time to time to:

- (i) make physical changes to the Sublease Common Areas;
- (ii) close temporarily any of the Sublease Common Areas for maintenance purposes provided reasonable access to the Subleased Premises remains available;
- (iii) add improvements to the Sublease Common Areas; and
- (iv) to do or perform such other acts and make such other changes to the Sublease Common Areas and Building as Sublessor, in its reasonable discretion, deems appropriate.

**(d) Parking.**

Sublessee and its employees, contractors and invitees shall be entitled to the nonexclusive use, in common with Sublessor and Sublessor's employees, contractors, and invitees, of eighty (80) parking spaces only on those portions of the common areas of the Premises designated from time to time by Sublessor for parking.

Sublessee and its employees, contractors, and invitees shall not use more parking spaces than the foregoing number and no overnight parking shall be permitted. Said parking spaces may be used for parking by vehicles no larger than full-size passenger automobiles and pick-up trucks. If Sublessee permits or allows any vehicles to be parked on the Premises in violation of this Sublease, then Sublessor may, in addition to Sublessor's other rights and remedies, remove or tow away the vehicles involved and charge the cost thereof to Sublessee, which cost shall be immediately payable upon demand by Sublessor.

**27. Board Approval.**

Sublessee represents and warrants to Sublessor that Sublessee's Board of Directors has authorized Sublessee's execution hereof.

**28. Waiver of Subrogation.**

Notwithstanding anything to the contrary contained in this Sublease or the Prime Lease, Sublessor, Sublessee, and Prime Lessor (by its consent to this Sublease) agree that the waiver of subrogation provisions set forth in the Prime Lease shall be deemed binding among and inure to the benefit of Sublessor, Sublessee and Prime Lessor.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the day and year first above-written.

SUBLESSEE:



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Carol E. Lucky, Chief Executive Officer  
*North Texas Behavioral Health Authority*

SUBLESSOR:

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Pam Corder – Executive Director  
*Kaufman County Resource Connection, Inc.*

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 454-2025 Ratify SUD Outreach, Screening, Assessment, and Referral (OSAR) Contract Renewal, Amendment No. 6 for FY 2025 (Contract No. HHS000782500003, Amendment No. 5)

**DATE:** August 13, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 11th day of September 2024, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors approves the SUD Outreach, Screening, Assessment, and Referral (OSAR) Contract Renewal, Amendment No. 6 for FY 2025 (Contract No. HHS000782500003, Amendment No. 6).

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommend by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #23: Resolution 454-2025 Ratify HHSC SUD Outreach, Screening, Assessment, and Referral (OSAR) Grant for FY 2025—Amendment No. 6 (CONTRACT NO. HHS000782500003)**

**Recommendation/Motion:** Approve the SUD Outreach, Screening, Assessment, and Referral (OSAR) Grant for FY 2025—Amendment No. 6 (CONTRACT NO. HHS000782500003)

#### **Background:**

**Amendment No. 6 results in a decrease of \$156,468.00 due to the expiration of American Rescue Program Act (ARPA) funds. There is also a revised Statement of Work, etc.**

**Amendment No. 5:** Added \$21,430.00 to the FY 2025 amount of \$815,926.00, bringing the total granted amount for FY 2025 to \$837,356.00.

The OSAR team performs outreach in various locations throughout the six-county NTBHA region including Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall. The team maintains a presence at various meetings, events, schools, as well as consults and collaborates with an array of providers, community, and government agencies, etc. The aim is to continue to increase the communities' awareness of OSAR services and to educate on substance use disorders. The OSAR team completes screenings and assessments at various locations throughout the NTBHA region. Screenings are completed face to face or by phone. All screenings, which are completed by phone, require coordination to obtain the necessary signatures on the documentation. A licensed counselor will meet with the consumer, obtain information that will assist the counselor in determining a preliminary diagnosis. Recommendations are provided based on clinical criteria and discussed with the client. The counselor will assist with linking the consumer to level of service in which he/she is willing to engage. After a screening is completed, consumers are assisted with linkage to services that may include, but not be limited to: ambulatory or residential detox, outpatient or residential treatment, medication-assisted treatment, recovery support services, community resources, and counseling.

#### **Evaluation:** NA

#### **Financial Information:**

**Amendment No. 6 results in a decrease of \$156,468.00 due to the expiration of American Rescue Program Act (ARPA) funds. There is also a revised Statement of Work, etc.**



**Amendment No. 5:** Added \$21,430.00 to the FY 2025 amount of \$815,926.00, bringing the total granted amount for FY 2025 to \$837,356.00.

Grantee **required match** is \$28,618.00 per fiscal year for a total of \$28,618.00 for FY 2025.

**Amendment No. 4:** System Agency-allocated funds were **added** to the Contract in the amount of (1) \$357,142.00 for State Fiscal Years (FY) 2024 through 2025, taking the new total for FY 2024 through FY 2025 from **\$1,274,710.00** to **\$1,631,852.00**.

**Implementation Schedule:** Upon Ratification by the NTBHA board.

**Attachments:** 23. OSAR A.6 \$431012200\_HHS000782500003 ~ exec. copy (decrease from ARPA funds)

**Aligns with Visions #1, 2, 3, and 4**

NTBHA Strategic Visions
<b>Vision #1 NTHBA will maintain a competent and committed workforce.</b>
<b>Vision #2 NTBHA will facilitate access to behavioral health services.</b>
<b>Vision #3 NTBHA will manage core operations efficiently and effectively.</b>
<b>Vision #4 NTBHA will identify and develop additional opportunities for service area development.</b>

**Presented By:** Carol Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION**  
**CONTRACT NO. HHS000782500003**  
**AMENDMENT NO. 6**

The **HEALTH AND HUMAN SERVICES COMMISSION** (System Agency) and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (Grantee), who are collectively referred to as the “Parties” to that certain grant agreement effective September 1, 2020 expiring August 31, 2025, and denominated HHSC Contract No. HHS000782500003 (Contract), as amended, now desire to further amend the Contract.

**WHEREAS**, HHSC desires to decrease funding for fiscal year 2025 due to the expiration of American Rescue Plan Act (ARPA) funds; and

**WHEREAS**, HHSC desires to revise **ATTACHMENT A, STATEMENT OF WORK**; **ATTACHMENT B, BUDGET/FISCAL REQUIREMENTS**; and **ATTACHMENT B-1, APPROVED CATEGORICAL BUDGET**, of the Contract to allow for successful completion of the project; and

**WHEREAS**, HHSC desires to update certain Contract terms and conditions.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. **SECTION IV** of the Contract, **BUDGET**, is hereby amended to remove \$156,468.00 from the contract for a total not-to-exceed amount of \$4,310,122.00. The below table documents the HHSC funding, required match, and state fiscal year (September 1 – August 31) total contract values for the term of the Contract:

<b>FY</b>	<b>Program ID</b>	<b>HHSC Share Amount</b>	<b>Amount removed by this Amendment</b>	<b>Match</b>	<b>FY Total Contract Value</b>
2021	SA/OSR	\$637,355.00	\$0.00	\$28,618.00	\$665,973.00
2022	SA/OSR	\$1,123,748.00	\$0.00	\$28,618.00	\$1,152,366.00
2023	SA/OSR	\$909,115.00	\$0.00	\$28,618.00	\$937,733.00
2024	SA/OSR	\$815,926.00	\$0.00	\$28,618.00	\$844,544.00
2025	SA/OSR	\$837,356.00	\$156,468.00	\$28,618.00	\$709,506.00
<b>Total</b>		<b>\$4,466,590.00</b>	<b>\$156,468.00</b>	<b>\$143,090.00</b>	<b>\$4,310,122.00</b>

2. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK (SEPTEMBER 2024)** is hereby deleted in its entirety and replaced with **ATTACHMENT A, STATEMENT OF WORK (AUGUST 2025)**.
3. **ATTACHMENT A-2** of the Contract, **CMBHS REQUIREMENTS**, is hereby added and incorporated into the Contract.
4. **ATTACHMENT B** of the Contract, **BUDGET (SEPTEMBER 2024)** and all prior versions of **ATTACHMENT B, BUDGET** are hereby deleted in their entirety and replaced with **ATTACHMENT B, FISCAL REQUIREMENTS**.
5. **ATTACHMENT B-1** of the Contract, **APPROVED CATEGORICAL BUDGET**, is hereby deleted in its entirety and replaced with **ATTACHMENT B-1, APPROVED CATEGORICAL BUDGET (AUGUST 2025)**.
6. **ATTACHMENT C** of the Contract, **CONTRACT AFFIRMATIONS (v. 2.3)** is hereby deleted in its entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATIONS (v. 2.5)**.
7. **ATTACHMENT D** of the Contract, **UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.3** is hereby deleted in its entirety and replaced with **ATTACHMENT D, UNIFORM TERMS**

**AND CONDITIONS - GRANT, VERSION 3.5.**

8. **ATTACHMENT I-1** of the Contract, **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)(SEPTEMBER 2024)** is replaced with **ATTACHMENT I, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)(AUGUST 2025)**.
9. This Amendment No. 6 shall be effective as of August 15, 2025.
10. Except as amended and modified by this Amendment No. 6 all terms and conditions of the Contract, as amended, shall remain in full force and effect.
11. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR HEALTH AND HUMAN  
SERVICES COMMISSION  
CONTRACT NO. HHS000782500003  
AMENDMENT NO. 6**

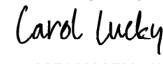
**HEALTH AND HUMAN SERVICES  
COMMISSION**

Signed by:  
  
By: \_\_\_\_\_  
Trina Ita

Deputy Executive Commissioner, BHS

Date of Execution: August 6, 2025

**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

DocuSigned by:  
  
By: \_\_\_\_\_  
Carol Lucky

CEO

Date of Execution: August 6, 2025

**The following documents are attached and incorporated as part of the Contract:**

<b>ATTACHMENT A</b>	<b>STATEMENT OF WORK (AUGUST 2025)</b>
<b>ATTACHMENT A-2</b>	<b>CMBHS REQUIREMENTS</b>
<b>ATTACHMENT B</b>	<b>FISCAL REQUIREMENTS</b>
<b>ATTACHMENT B-1</b>	<b>APPROVED CATEGORICAL BUDGET (AUGUST 2025)</b>
<b>ATTACHMENT C</b>	<b>CONTRACT AFFIRMATIONS v.2.5</b>
<b>ATTACHMENT D</b>	<b>UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.5</b>
<b>ATTACHMENT I</b>	<b>FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)(AUGUST 2025)</b>



**ATTACHMENT A**  
**STATEMENT OF WORK**  
**AUGUST 2025**

**I. PURPOSE**

Outreach, screening, assessment, and referral (OSAR) programs provide coordinated access to a continuum of substance use and other community services, including HHSC- funded substance use service contractors.

**II. GOAL**

The primary goal is to conduct outreach, screening, assessment, and referral activities, and ensure that members of the eligible population receive substance use and community services as needed, in collaboration with an established network of providers.

**III. ELIGIBLE POPULATION**

Adults and youth who reside in the state of Texas and are seeking information about substance use services are eligible to receive OSAR services.

**IV. GRANTEE RESPONSIBILITIES**

Grantee shall:

**A. Administrative Requirements**

1. Adhere to all applicable rules and referenced adopted by HHSC related to substance use disorder (SUD) services, including:
  - a. Title 26 of the Texas Administrative Code (TAC) or subsequent revision
    - i. Chapter 564, Chemical Dependency Treatment Facilities; and
    - ii. Chapter 140, Subchapter I - Counselor Licensure
  - b. SUD Program Guide:  
<https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers>
  - c. Title 26 of the Texas Administrative Code, Chapter 321
  - d. American Society of Addiction Medicine (ASAM): <https://www.asam.org/>
2. Ensure primary offices are open and available for OSAR activities Monday through Friday, at a minimum of eight hours a day.
3. Offer OSAR services at additional times and locations to meet the needs of individuals to maximize access to SUD treatment, especially for Federal- and State- designated priority populations. Examples of locations may include, but are not limited to, drug courts, jails, probation, and Department of Family and Protective Services (DFPS) offices, emergency departments, health clinics, and other areas deemed appropriate to enhance access to services.
4. Ensure OSAR screenings are provided to individuals unable to present to an OSAR office

or locations listed in A (3).

5. Establish a toll-free number to provide crisis referral information after working hours, weekends, and holidays. The toll-free number should be provided to HHSC with the Quarter 1 Quarterly Activities and Naloxone Distribution Report. If the toll-free number changes, the Grantee shall notify HHSC within three (3) business days.
6. Provide services at Regional and Local Health Organizations (<https://www.dshs.texas.gov/regiona-local-health-operations/public-health-regions>) and/or local Federally Qualified Health Centers (FQHCs); <https://www.dshs.texas.gov/texas-primary-care-office-tpco/federally-qualified-health-centers-fqhc>) as directed by HHSC.
7. Develop and maintain a marketing plan to engage local referral sources and provide information to these sources regarding the availability of SUD treatment services in the Region and the eligibility criteria for admission. Grantee shall make the marketing plan available to HHSC for review upon request. The purchase of promotional items to promote the organization is not allowable, however, promotional items may be purchased to promote the OSAR program specifically.
8. Document all specified activities and services in the HHSC Clinical Management for Behavioral Health Services (CMBHS) system as directed by HHSC in accordance with the Contract and instructions provided through HHSC training, unless otherwise noted. Documents requiring signature(s) shall be made available to HHSC for review upon request.
9. Upload to an administrative note in CMBHS, clinical documentation that is handwritten and not transcribed into the client's CMBHS record (e.g., diagnostic tests, such as the Clinical Institute Withdrawal Assessment or Beck Depression Inventory, physician orders).
10. Adopt policies and procedures that conform with Quality Management standards as outlined in 26 TAC §564.504 Quality Management or any subsequent revisions. The Quality Management standards are located at the following link:  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPagesl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=26&pt=1&ch=564&rl=504](https://texreg.sos.state.tx.us/public/readtac$ext.TacPagesl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=564&rl=504)
11. Adopt policies and procedures that conform with Client Rights standards as outlined in 26 TAC Subchapter G or any subsequent revisions, to address client grievances and complaints. Civil Rights standards are located at the following link:  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=5&ti=26&pt=1&ch=564&sch=G&rl=Y](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=26&pt=1&ch=564&sch=G&rl=Y)
12. Ensure that intervention services are compliant with 26 TAC Subchapter B or any subsequent revisions. Intervention Services in TAC are located at the following link:  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=26&pt=1&ch=564&rl=911](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=564&rl=911)
13. Conduct outreach activities as outlined in 26 TAC §321.55. Grantee shall report outreach activities to HHSC quarterly. Outreach is defined at the following link:  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=26&pt=1&ch=321&rl=55](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=321&rl=55)
14. Ensure the OSAR Program Director(s) or the position(s) responsible for OSAR program

oversight, hereinafter referred to as “Program Director,” participate in programmatic conference calls as scheduled by HHSC. Grantee’s executive management may participate in the conference calls, but the Program Director(s) shall participate unless otherwise agreed to by HHSC in writing. Conduct quarterly regional collaborative meetings and submit to HHSC the quarterly meeting invitation list, meeting summary, and completed sign-in sheet. Agenda topics shall include, at a minimum, the following:

- a. Regional SUD treatment system issue resolution;
- b. Strengthening collaboration between HHSC-funded providers;
- c. Maintaining referral processes with the Department of Family and Protective Services (DFPS), probation, and parole;
- d. Identifying additional entities that can support the recovery continuum to be involved in the quarterly regional meetings; and
- e. Reviewing changes to local area resources such as changes in service areas or services offered.

15. Ensure, at minimum, the following stakeholders are invited to the quarterly regional collaborative meetings:

- a. All HHSC-funded SUD treatment, intervention, prevention, and recovery support services providers within the Program Service Area;
- b. All HHSC-funded Local Mental Health Authorities (LMHAs) and Local Behavioral Health Authorities (LBHAs) known hereafter as Health Authorities (HAs) within the Program Service Area;
- c. All Regional Public Health Centers, Federally Qualified Health Centers (FQHCs), and other medical or health providers serving low-income populations within the Program Service Area;
- d. Regional/local Veteran’s Administration staff;
- e. Regional DFPS staff;
- f. Probation, parole, and drug court departments;
- g. Housing resource staff;
- h. Community- and faith-based mental health and substance use recovery organizations within Program Service Area;
- i. Community- and faith-based mental social service organizations within Program Service Area;
- j. Local University and College Student Support Groups;
- k. Representatives of Local Police Departments;
- l. Local Hospitals;
- m. United Way representatives;
- n. Local Chamber of Commerce; and
- o. HHSC program staff.

16. Funds may be used to assist clients to meet one-time needs that are preventing admission to HHSC-funded SUD treatment services, such as assisting with one-time medical costs (e.g., testing, prescription medication), personal hygiene items, or transportation to and from residential treatment services. Cash shall not be given directly to a client. Grantee shall not utilize more than five percent (5%) of awarded funds per fiscal year of the Contract for this purpose.

17. Maintain a log of financial assistance provided to clients that details the CMBHS client

number, cost, and nature of the assistance and make this log of financial assistance available to HHSC upon request.

18. Ensure OSAR funds received under this Contract are not used to pay for a client's SUD treatment, or assist in a client's personal financing, such as rent, utilities, car insurance, or other personal finances. Develop a written policy and procedures for how an OSAR employee may request assistance for a client receiving OSAR services and how a request will be approved and tracked. Funds shall not be used for assistance to a client if other funding resources are available for the proposed purpose. Maintain policy and procedures for HHSC review. Policies and Procedures should be submitted to HHSC within 30 business days of the beginning of each contract term.
19. Develop and annually update a resource directory that contains current and accurate information about local referral resources, including location and contact information, services offered, and eligibility criteria. The resource directory shall be made available on Grantee's website within 30 business days of contract term. Ensure a hard-copy format is available upon request. The resource directory shall include at a minimum:
  - a. Community- and faith-based SUD prevention, intervention, treatment, and recovery organizations;
  - b. Mental health (including crisis) service resources;
  - c. Family violence resources;
  - d. Health and medical resources, including:
    - i. Testing and counseling resources for tuberculosis, hepatitis B and C, sexually transmitted infections (STIs), and Human Immunodeficiency Virus (HIV);
    - ii. Primary and reproductive health care resources;
    - iii. Prenatal care and reproductive health education and information;
    - iv. Available transportation or funds for transportation;
    - v. Employment resources;
    - vi. Childcare resources;
    - vii. Legal resources;
    - viii. Housing and recovery living environments; and
    - ix. 12-step and other recovery meetings.
20. Engage and collaborate with community resources using Memoranda of Understanding (MOUs) to document collaborative relationships. MOUs shall be in place within 60 days of the initial Contract start date. MOUs shall specifically define which and how services will be provided to individuals and their families including specific engagement strategies and procedures. All MOUs shall be signed by both parties, be individualized, and contain beginning and end dates.
21. Ensure all MOUs are effective within contract term, maintained, and available for HHSC review.
22. Have MOUs with the following:
  - a. All HHSC-funded SUD treatment providers in the OSAR's Service Area will address, at a minimum, the following:
    - i. Coordination of capacity and treatment availability information;
    - ii. Coordination of referrals when immediate capacity is not available;
    - iii. Grantee or HHSC-funded substance use disorder treatment provider will provide initial required interim services;

- iv. The HHSC-funded SUD treatment provider's policy on how and when clients are removed from the waiting list;
- v. Establish Federal and State Priority Population requirements;
- vi. Update quarterly contact information for key agency staff that handle day-to-day client-placement activities; and
- vii. Whether the OSAR or the regional HHSC-funded treatment providers will provide assessment services.

- b. A comprehensive resource network of community and social service agencies serving or having an interest in the eligible population including other HHSC- funded treatment, prevention, intervention, mental health and Co-Occurring Psychiatric and Substance Use Disorder (COPSD) providers.
- c. All Health Authorities within Grantee's HHSC Region and service area. MOUs shall address, at a minimum, the following:
  - i. Appropriate referrals to and from Grantee and the Health Authority for indicated services;
  - ii. Emergency referrals and transportation assistance for clients in crisis;
  - iii. Follow-up contact with the Health Authorities to facilitate the enrollment and engagement of clients in Health Authorities' services; and
  - iv. Follow-up contact from the Health Authority with Grantee to coordinate subsequent services.

23. Execute a local agreement with local DFPS offices to address the referral process, coordination of services, and sharing of information as allowed per the consent and agreement form. The local agreement described above is allowed under the HHSC and DFPS state level MOU.
24. Ensure all MOUs and local agreements incorporate confidentiality requirements, including but not limited to: Title 42 Code of Federal Regulations Part 2 requirements (42 CFR Part 2), confidentiality requirements, Protected Health Information (PHI) transmission, and Health Insurance Portability and Accountability Act (HIPAA) compliance.
25. HHSC may request Grantee participate in the independent treatment peer-review process. Selected individuals will be guided by HHSC Quality Management personnel to review CMBHS entries by peer sub-recipient providers. Grantee will utilize HHSC- awarded contract funds to pay allowed expenses if participation in the independent treatment peer review requires travel. Estimated travel expenses shall be submitted to HHSC assigned contract manager prior to trip approval.

## B. Service Delivery Requirements

Grantee shall:

1. Ensure priority populations for treatment admission have been developed in accordance with federal and state designations. Federal and state priority populations are located in the SUD Program Guide. To meet federal and state priority admissions guidelines:
  - a. Screening procedures will be established to identify individuals of federal and state priority populations;
  - b. Provide a telehealth (i.e., audio-only and audio-visual) screening when a confidential face-to-face, in-person interview creates a barrier to meeting priority admission

requirements;

- c. Refer to SUD treatment services; and
- d. Track admissions to treatment in accordance with the federal and state admission priorities and admission time frames listed here:
  - i. Pregnant, injecting individuals will be admitted within 48 hours; (Federal)
  - ii. Pregnant individuals will be admitted within 48 hours; (Federal)
  - iii. Injecting drug users will be admitted within 14 days; (Federal)
  - iv. Individuals at high risk for overdose will be admitted to requested services within 72 hours; (State)
  - v. DFPS-referred clients will be admitted within 72 hours; (State)
  - vi. Individuals who are experiencing housing instability or homelessness will be admitted in 72 hours; (State)
  - vii. All others.

2. Ensure all OSAR main offices and satellite offices where a person is screened will post a notice in all applicable lobbies containing the federal and state priority population admission requirements.
3. Ensure all printed brochures have the federal and state admission priority population requirements.
4. If immediate admission cannot be secured (within 72 hours) when attempting to place DFPS-referred clients, then:
  - a. Exhaust all referral resources to include contacting other HHSC-funded OSARs and treatment providers out of region;
  - b. Develop and maintain written protocols to ensure client(s) are admitted to other appropriate services and proper coordination with DFPS staff when appropriate.
5. Ensure when a client who is determined to be a state or federal priority population presents for screening, the screening will be conducted in accordance with the priority population admission guidelines to ensure the client receives an appointment for admission for a SUD treatment service at the time of the OSAR screening, and ensure the following:
  - a. Admission date falls within priority population admission guidelines;
  - b. Admission site is a SUD treatment service provider that meets the needs of the client based on the client's diagnosis as well as other psychosocial factors;
  - c. Assist with travel when necessary to ensure client enters treatment according to state and federal guidelines; and
  - d. Contact HHSC if assistance is needed to find intervention, recovery, and/or treatment for a client, as appropriate.
6. Provide OSAR services to clients referred by DFPS within three business days of receipt of DFPS forms 2062: Referral for Substance Use Services, and 2063: Release of Confidential Information. Ensure that clients referred by DFPS who do not meet clinical eligibility requirements for SUD treatment are referred to intervention and/or recovery support services when appropriate. Respond to referrals from DFPS and communicate the results of all services provided when proper consent-to-release information is on file.
7. Conduct and document the CMBHS screening or assessment through a confidential interview face-to-face (i.e., in person) or via telehealth (i.e., audio-only and audio-visual). If a screening is conducted via telehealth, Grantee shall arrange to obtain required client

signature for all related consents and documents through digital or hardcopy within three (3) business days.

8. Complete the Financial Eligibility function in CMBHS before charging any clients for screening and/or assessment. Document client's financial eligibility for services through HHSC and other funding sources at the time of screening. Payment for screening and assessment will not be required from clients determined, by the Financial Eligibility function of CMBHS, to be eligible for HHSC-funded services.
9. Provide and document appropriate referrals to alternative service providers consistent with the client's needs and financial resources if the client is determined not eligible for HHSC funding.
10. Provide individualized services to meet client needs using the HHSC federal and state priority population admission requirements, as well as clinical issues impacting the person to assist in making an appropriate recommendation for SUD services and authorization of treatment admissions.
11. As appropriate and as needed, provide and document brief interventions as pre- treatment services to help clients prepare for treatment services and move through the stages of change using an evidence-based model to a state of readiness to address SUD. Brief interventions shall include, but not be limited to, crisis intervention as needed, Motivational Interviewing (MI), educational information about overdose prevention, and service coordination to reduce barriers to treatment. While MI is not required, when providing MI, ensure the following:
  - a. For clients to be eligible for MI, the CMBHS client profile, screening, financial eligibility, and open case components must be completed. Documentation of MI will include the topic of the session, the client's response, and clinical observations relating to the client's readiness to change. Complete the close case in CMBHS when the individual is no longer receiving MI services;
  - b. MI may include face-to-face (i.e., in person) and telehealth (i.e., audio-only or audio-visual) sessions as needed or indicated by client need; and
  - c. MI may be provided as follows:
    - i. As a pre-treatment for clients to help increase motivation and confidence to make changes related to their substance use;
    - ii. As an interim service for maintaining engagement with clients who are on a waiting list for intake to a treatment provider;
    - iii. As an independent service for clients who decline recommended services;
    - iv. As a follow-up service for clients who may need further assistance; and/or
    - v. As clinically indicated or needed.
12. Ensure all clients seeking treatment services who are determined to have a diagnosis of opioid use disorder, will be engaged in the process of informed consent and diagnosis of opioid use disorder, will be engaged in the process of informed consent and document using the appropriate Informed Consent for Opiate Use Disorder Individuals Seeking Treatment (Forms 4008, 4009, 4010) provided by HHSC and located at <https://hhs.texas.gov/laws-regulations/forms/4000-4999>. This form will be uploaded to an administrative note selecting the administrative note type "Opioid Informed Consent" in CMBHS.
13. Conduct and document screening for Tuberculosis, Hepatitis B and C, STIs, and Human Immunodeficiency Virus (HIV).

- a. Refer the client to the appropriate community resources for further testing and counseling, if the screening indicates the client is at risk for these communicable infections.
- b. If the client is a person living with HIV, refer the client to a community-based case manager or a Ryan White HIV/AIDS Program case manager, community resources specializing in HIV, and/or consider referral to the HHSC-funded statewide HIV residential provider.

14. Train staff and develop policies and procedures to ensure that service delivery and information gathering is conducted in a respectful, non-threatening, and culturally competent manner.
15. Upon referral to an HHSC-funded treatment provider outside of Grantee's service area, an assessment may be conducted upon request or in coordination with the referral facility to limit duplication of services. An assessment may be conducted telephonically (i.e., audio-only) or via electronic means (i.e., audio-visual) when a confidential face-to-face, in-person appointment creates a barrier to care.
16. All referrals require a referral follow-up. Complete and document all referrals and referral follow-ups in CMBHS using the referral function. Referral follow-ups should be conducted no later than 10 business days after the referral is placed in CMBHS.
  - a. Assist the client with service coordination by connecting the client and service provider via telephone call, in-person meeting, or other form of communication that allows the client to engage with the receiving service provider.
  - b. If a client indicates that they have entered SUD treatment during a referral follow-up, obtain a reverse consent form from their SUD treatment provider back to the Grantee.
  - c. This requirement also applies to Long Term Services and Supports (LTSS) referrals which are automatically generated when the answers on the screening indicate the potential need for LTSS. If a referral for LTSS is generated a consent to HHSC will need to be completed so the referral and screening information can be submitted.
17. Coordinate transportation for HHSC-funded clients as needed, appropriate, and agreed to in MOUs.
18. Refer to Recovery Support Services or other community support services to assist clients with sustaining engagement with SUD treatment services as applicable and agreed upon.
19. Upon determining a client has both a mental illness and SUD, a referral to an HHSC-funded Health Authority, COPSD provider, or other community resources will be documented as a referral and referral follow-up.
20. Provide overdose prevention education as follows:
  - a. General overdose prevention education will be provided to all clients seeking treatment as a part of treatment education requirements to include education on naloxone (including possible local access if available).
  - b. Specific overdose prevention activities shall be conducted with clients with opioid use disorders and those clients using drugs intravenously to include:
    - i. Education about and referral to community-based services for people who inject substances; and
    - ii. Referral to local community resources that work to reduce harm associated with high-risk behaviors and substance use.

21. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation education, including access to evidence-based treatment for tobacco cessation.  
<https://www.quitnow.net/mve/quitnow?qnclient=texas>

**C. Texas Targeted Opioid Response (TTOR) Funding Additional Service Delivery Requirements**

Grantee shall:

1. Hire and/or assign one full-time employee (FTE) known as the Priority Admissions Counselor (PAC) to perform activities expanding OSAR to both evidence-based treatment and recovery support for individuals who use opioids.
2. Provide outreach, screening, assessment, referral, and referral follow-ups to individuals engaging in non-medical use of opioids. Responsibilities include:
  - a. Provide, through outreach, contact with individuals who are hard to reach, without waiting for them to come to the OSAR office for services. Outreach must be scientifically sound and include:
    - i. Selecting, training, and supervising outreach workers;
    - ii. Contacting, communicating, and following up with high-risk substance users, their associates, and neighborhood residents within the constraints of federal and state confidentiality requirements, including 42 CFR part 2;
    - iii. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable infections, such as HIV and hepatitis C (HCV);
    - iv. Recommending steps that can be taken to prevent HIV and HCV transmission; and
    - v. Encouraging entry into evidence-based treatment.
  - b. Act as an entry point into the community and as an entry point for individuals to access opioid overdose prevention, medication for opioid use disorder treatment, and recovery support services.
  - c. When screening clients seeking services for opioid use, create a safe environment that reduces fear, uses a non-judgmental approach, ensures that OSAR PAC services are low-threshold, accessible, and responsive to the needs of people who use drugs.
  - d. Provide OSAR services that are responsive to people using drugs, operate at a convenient time and in a suitable place, are confidential, impose few rules on clients, and are free of charge.
  - e. Engage people seeking services for opioid use in a process of informed consent that outlines the benefits and risks associated with all options including evidence-based treatment options for Opioid Use Disorder (OUD), treatment without medications, and no treatment.
  - f. Ensure people using opioids and at risk for overdose do not wait more than seventy-two (72) hours from the time they contact the OSAR for assistance to get into treatment and employ telehealth (i.e., audio-only or audio-visual) screening protocols to ensure timely access to lifesaving treatment.
  - g. Ensure that intervention and recovery support services are offered to all people seeking services.

- h. Provide overdose prevention education, risk reduction education, and naloxone to people seeking services.
  - i. Develop working agreements with and be responsive to state-funded entities providing medications for OUD (MOUD) induction services to ensure timely access as patients transition from the induction phase of MOUD into long- term treatment with a MOUD provider.
3. Complete a quarterly TTOR Expenditure Report documenting the utilization of the TTOR Funding.

#### **D. Staffing and Staff Competency Requirements**

Grantee shall:

1. Ensure all personnel receive the training and supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of client health, safety, and welfare.
2. Ensure that all OSAR staff receive a copy of the service requirements within this Statement of Work, have access to all MOUs for HHSC providers in the OSAR service area, and utilization management guidelines for review as needed.
3. Ensure staff responsible for planning, directing, or supervising services shall be Qualified Credentialed Counselors (QCCs), as defined in 26 TAC 564.1 Definitions or any subsequent revisions. TAC §564.1 is located at the following link: Ensure the Program Director has at least two years of post-licensure experience providing SUD treatment services, excluding prevention services.  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPages!R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=26&pt=1&ch=564&rl=1](https://texreg.sos.state.tx.us/public/readtac$ext.TacPages!R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=564&rl=1)
4. Ensure all OSAR staff conducting screenings and assessments meet the definition of a counselor as defined in 26 TAC §564.1 or subsequent revisions.
5. Ensure clinical staff have current training documentation within ninety (90) days of start of the initial contract or the date of hire and annually in the following:
  - a. Motivational Enhancement Therapy or motivational interviewing techniques;
  - b. Education on Infectious and Communicable Infections;
  - c. Trauma-Informed Care;
  - d. Cultural Competency;
  - e. Risk and Harm Reduction Strategies;
  - f. Treatment for Pregnant Women with Substance Use;
  - g. Aspects of Prenatal and Postpartum Care;
  - h. Neonatal Abstinence Syndrome;
  - i. Fetal Alcohol Spectrum Disorders;
  - j. Medicaid eligibility;
  - k. HIPAA Privacy;
  - l. Confidentiality of Mental Health and Substance Use Records (42 CFR Part 2); and
  - m. State of Texas co-occurring psychiatric and SUD (COPSD) training.
  - n. Grantee shall access [www.centralizedtraining.com](http://www.centralizedtraining.com) website for COPSD training.
6. Licensed Chemical Dependency Counselors (LCDCs) recognize the limitations of the licensee's ability and shall not provide services outside the licensee's scope of practice or licensure or use techniques that exceed the person's license authorization or professional

competence.

#### **E. TTOR Staffing and Staff Competency Requirements**

Grantee shall:

1. Comply with all staffing requirements documented in **Section D.**, and in addition, comply with the following staffing requirements for the TTOR-funded PAC position:
2. Within 90 days of hire and prior to providing direct care services, PACs and their back-ups shall complete the following:
  - a. HHSC-approved Overdose Prevention Training
  - b. HHSC-approved MOUD Advocate Training
3. At a minimum, the PAC and back-ups shall complete and maintain documentation of 10 hours of training each fiscal year in any of the following areas:
  - a. Motivational interviewing techniques;
  - b. Health literacy;
  - c. Risk and harm-reduction strategies;
  - d. Substance use and trauma issues;
  - e. Community outreach;
  - f. Aspects of Prenatal and Postpartum Care;
  - g. Neonatal Abstinence Syndrome;
  - h. Fetal Alcohol Spectrum Disorders.

#### **F. Disaster Substance Use Services**

Grantee shall:

1. Assist in mitigating the psychological trauma experienced by victims, survivors, and responders to a disaster. Assist the client or family in returning to a normal (pre-disaster) level of functioning and assist in decreasing the psychological and physical effects of acute and/or prolonged stress. In the event clients already receiving SUD services are affected, continued work with the affected clients in conjunction with the client's current support system must occur.
2. Develop policies and procedures to address response and recovery for SUD programs. Responsibilities include, but are not limited to, the following:
  - a. Enter, and update as necessary, into CMBHS, the names and twenty-four (24)- hour contact information of the Risk Manager or Safety Officer and at least two professional staff members trained in mental health, SUDs, or crisis counseling, one of whom may be the Grantee's Risk Manager or Safety Officer, as disaster contacts. Identified staff should also be trained in the following disaster response training: Federal Emergency Management Agency (FEMA) Independent Study (IS) courses; IS-100, IS-200, IS-700.a, IS-800.b, and Psychological First Aid;
  - b. Submit disaster SUD service policies and procedures if requested by HHSC;
  - c. Collaborate with HHSC and local preparedness, response, and recovery efforts;
  - d. Submit disaster SUD service reports as requested by HHSC;
  - e. Assist in coordinating the disaster/incident response among SUD treatment providers, community mental health and emergency disaster service organizations;
  - f. Facilitate community-based outreach to SUD clients and their families and ensure they are provided access to client and group counseling, education, assessment,

- referral, and community support;
- g. Assign employees to assist HHSC to meet staffing needs for shelters, morgues, schools, hospitals, Disaster Recovery Centers, community support centers, death notifications, mass inoculations sites, and other necessary services during local, and state or federal emergencies.
- 3. Assist in the coordination of disaster evacuation and relief plans for the Program Service Area when requested and under the direction of HHSC.

#### **G. TTOR Additional Disaster Substance Use Services**

Grantee shall assign PAC to assist HHSC to meet staffing needs for shelters, morgues, schools, hospitals, Disaster Recovery Centers, community support centers, death notifications, mass inoculations sites, and other necessary services during local, state, or federal emergencies.

#### **H. COVID-19 OSAR Harm Reduction Resources**

- 1. The one-time increase in funds will be used in the following manner:
  - a. Funds may be used to assist individuals enrolled in OSAR, substance use prevention, substance use intervention, substance use treatment, or substance use recovery support services for youth and adults, or providers/organizations providing substance use services, to meet one-time needs relating to harm reduction and overdose prevention needs resulting from the COVID-19 pandemic.
  - b. Funds may be used to purchase the following items in order to provide substance use resources related to the COVID-19 pandemic, including but not limited to:
    - i. Overdose prevention kits (e.g., Narcan/naloxone); and
    - ii. Harm reduction supplies (e.g., condoms, cleaning kits).
  - c. Cash shall not be given directly to a client.
  - d. Expenditures for items not listed above must have written justification and receive written approval from HHSC Program Coordinator and Contract Manager. Other non-expenditure-related approvals must go through the HHSC Program Coordinator and Contract Manager.
- 2. Grantee will allocate at least 50% of the one-time increase in resource recovery funds for prevention, intervention, treatment, and youth and adult recovery support services provided by a service provider or organization other than the OSAR.
- 3. Grantee will provide items directly or funds for items, such as those listed in 1, b, to HHSC-funded prevention, intervention, treatment, and youth and adult recovery support service providers/organizations upon request of the HHSC-funded provider. Grantee may provide items to non-HHSC-funded prevention, intervention, treatment, and youth and adult recovery support service providers/organizations with written approval from HHSC Program Coordinator and Contract Manager.
- 4. Grantee may provide reimbursement to non-HHSC-funded and HHSC-funded prevention, intervention, treatment, and youth and adult recovery support service providers/organizations with written approval from HHSC Program Coordinator and Contract Manager.
- 5. Grantee will respond to requests for items directly, funds for items, or reimbursement for items, such as those listed in 1, b, to HHSC-funded or approved non-HHSC-funded

prevention, intervention, treatment, or youth and adult recovery support providers/organizations no later than the tenth business day after the written date of the request.

6. Grantee will adhere to requirements and follow directions provided by HHSC and HHSC-funded evaluation contractor to account for all expenditures and data collection (e.g., REDCap data entry) related to the one-time increase in funds.
7. The one-time COVID-19 harm reduction funds terminated effective March 24<sup>th</sup>, 2025. The COVID-19 harm reduction funds shall not be utilized after March 24<sup>th</sup>, 2025.

## **V. SUBCONTRACTING QUALITY MANAGEMENT (QM) RESPONSIBILITIES**

Grantee shall provide extensive quality management and oversight for subcontractors; Grantee shall:

- A. Develop policies and procedures on quality management that meet the requirements of 26 TAC §564.504. Quality Management oversight and monitoring that must, at a minimum, include the following:
  1. How the Grantee determines which sub-contractors to schedule monitoring reviews;
  2. How to conduct a monitoring review;
  3. How to document a monitoring review;
  4. Reporting requirements of sub-contractors;
  5. Follow-up monitoring based on the sub-contractor's individual findings;
  6. Liquidated damages or recoupment of funds used to bring sub-contractors into compliance.
- B. Participate in continuous quality improvement (CQI) activities as defined and scheduled by the System Agency including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the System Agency's desk reviews; and participating in the System Agency's onsite or desk reviews.
- C. For sites underperforming or noncompliant as a result of monitoring, submit plan of improvement or corrective action plan and supporting documentation as requested by System Agency.
- D. Participate in and actively pursue CQI activities that support performance and outcomes improvement.
- E. Respond to consultation recommendations by System Agency which may include, but are not limited to the following:
  1. Staff training;
  2. Self-monitoring activities guided by System Agency including use of quality management tools to self- identify compliance issues; and
  3. Monitoring of performance reports in the System Agency electronic clinical management system.
  4. Monitor all subcontractors' financial and programmatic performance and maintain pertinent records that must be made available for inspection by System Agency upon request.
- F. Grantee shall develop a biannual review schedule and submit a biannual report by the due date documented in **Table 1**; the report shall document the QM activities performed in the period being reported. At a minimum, the report shall includethe following:

1. Date of review;
2. Name of sub-contractor;
3. Unique Provider Identifier for the review;
4. Type of review;
5. Name of staff conducted review;
6. List of findings;
7. Number of monitoring reviews conducted;
8. Types of monitoring reviews conducted;
9. Summary evaluation of findings and Grantee plan of oversight to bring the sub-contractors into compliance.
10. Number and nature of complaints received on sub-contractor;
11. List of significant sub-contractor findings that must, at a minimum include the following:
  - a. Immediate risk to health or safety;
  - b. Patient abuse, neglect, or exploitation;
  - c. Fraud, waste or abuse reports;
  - d. Report criminal activity of any sub-contractor staff.

G. Grantee shall develop and utilize a QM monitoring tool that shall be completed to document all quality reviews. All completed Tools with corrective actions documentations shall be stored, and made available to System Agency, upon request.

H. Grantee shall monitor all sub-contracts to ensure compliance to the activities contracted to provide. The required Quality Management Quarterly report shall include activities to support the quality management activities for the sub-contracts.

## VI. SUBMISSION AND REPORTING REQUIREMENTS

- A. Grantee must use System Agency system to submit all deliverables to the Clinical Management for Behavioral Health Services (CMBHS) system and/or any alternative method required by System Agency by the required due date and report name described in **Table 1. Submission Requirements**. Grantee is required to maintain access to required systems or platforms for the term of this contract.
- B. Grantee shall submit all invoices and reports through the CMBHS system in accordance with the contract, unless otherwise noted.
- C. System Agency will monitor Grantee's performance of the requirements in this Attachment and compliance with the grant agreement's terms and conditions.
- D. Grantee's duty to submit documents will survive the termination or expiration of this contract.
- E. Grantee must submit additional deliverables when requested by System Agency in accordance with federal and/or state requirements.
- F. If the due date is on a weekend or a holiday, the due date is the next business day.
- G. Grantee must submit the following reports by the noted due dates and methods.

**Table 1: Submission Requirements**

Requirement	Document Name	Due Date	Submission System	Naming Convention
Attachment B	Fiscal Year (FY) Closeout Documents	<u>Each FY, Annually:</u> October 15 <sup>th</sup>	CMBHS	FY2X Close Out
Attachment A-2	CMBHS Security Attestation Form and List of Authorized Users	<u>Each FY, Biannually:</u> September 15 <sup>th</sup> & March 15 <sup>th</sup>	CMBHS	FY2X Sept CMBHS Attestation FY2X Mar CMBHS Attestation
Attachment A	Quality Management Report	<u>Each FY, Biannually:</u> Q1-Q2: March 30 <sup>th</sup> Q2-Q3: September 30 <sup>th</sup>	CMBHS	FY2X Q1-Q2 QM Report FY2X Q3-Q4 QM Report
Attachment A	Quarterly Activities Report and Naloxone Distribution Plan	<u>Each FY, Quarterly,</u> Q1: December 15 <sup>th</sup> Q2: March 15 <sup>th</sup> Q3: June 15 <sup>th</sup> Q4: September 15 <sup>th</sup>	CMBHS	FY2X QX Activities Report
Attachment A	Quarterly Regional Collaborative Meeting Invitation List and Sign- in Sheets	<u>Each FY, Quarterly:</u> Q1: December 15 <sup>th</sup> Q2: March 15 <sup>th</sup> Q3: June 15 <sup>th</sup> Q4: September 15 <sup>th</sup>	CMBHS	FY2X QX Regional Meeting
Attachment A	TTOR funded Expenditure Report	<u>Each FY, Quarterly:</u> Q1: December 15 <sup>th</sup> Q2: March 15 <sup>th</sup> Q3: June 15 <sup>th</sup> Q4: September 15 <sup>th</sup>	CMBHS	FY2X QX TTOR Expenditures
Attachment B	Financial Status Report (FSR)	<u>Each FY, Quarterly:</u> Q1: December 31 <sup>st</sup> Q2: March 31 <sup>st</sup> Q3: June 30 <sup>th</sup> Q4: September 30th	CMBHS	Not Applicable
Attachment B	General Ledger (GL)	<u>Each FY, Quarterly:</u> Q1: December 31 <sup>st</sup> Q2: March 31 <sup>st</sup> Q3: June 30 <sup>th</sup> Q4: September 30 <sup>th</sup>	CMBHS	FY2X QX General Ledger

Attachment B	FSR to General Ledger Worksheet	<u>Each FY, Quarterly:</u> Q1: December 31 <sup>st</sup> Q2: March 31 <sup>st</sup> Q3: June 30 <sup>th</sup> Q4: September 30 <sup>th</sup>	CMBHS	FY2X QX FSR to General Ledger Worksheet
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## **VII. PERFORMANCE AND OUTCOME MEASURES**

Grantee shall adhere to the outcome measure requirements documented in **ATTACHMENT A-1 PERFORMANCE AND OUTCOME MEASURES.**

## **VIII. RENEWALS**

No renewals remaining.

## **IX. SOLICITATION**

Exempt: Governmental Entity

**ATTACHMENT A-2**  
**CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS)**

**I. CMBHS Requirements**

**A. System Requirements**

1. CMBHS is only compatible with Microsoft Edge (90.x) or higher and Google Chrome version 40 or higher.
2. JavaScript must be enabled to use the application.
3. Adobe Reader is needed to print documents.

B. Grantee shall use the CMBHS components/functionality specified in the grant agreement. The required CMBHS components required are listed below;

1. The local Security Administrator controls and manages access to CMBHS on the local level. They are responsible for security, protecting client health information, and assisting users with CMBHS. In order to do this, the Security Administrator must:
  - a. Be a highly trusted person, as they will have access to confidential and private client, staff, and business information.
  - b. Have above average computer skills to ensure proper user setup and resolution of user problems on the local level.
  - c. Have in depth knowledge of laws and rules regarding protected health information PHI and the business entity's policies and procedures.
  - d. Be able to communicate with the Training and Technical Assistance and Help Line Team and coordinate the resolution of problems with users.
  - e. Be available when staff are using the system and need assistance.
2. **Find/Add Client** gives you a screen to search for an existing client, or to add a new client.
3. **Client Workspace** takes you to a page that summarizes much of a client's protected health information (PHI).
4. **Intake** – Found under the Intake tab are:
  - a. **Screening** is used to determine clinical eligibility for SUD services.
  - b. **Financial Eligibility** is used to determine residency and financial eligibility for state-funded services.
  - c. **Medicaid Eligibility Verification** is used to determine whether the client has Medicaid.
  - d. **Wait List Entry** is used if the client must be placed on a waiting list.
  - e. **Admission** is used to admit a client.
5. **Service Planning** is used to create the following for a client:
  - a. **Treatment/Service Plan or Treatment Plan** is a clinical document where the treatment team documents the client problems identified at admission, and the interventions that a client will receive during an **episode of care**.
  - b. **Treatment/Service Plan Review**  
The Treatment/Service Plan Review is required based on the service type the client is receiving. For Residential services, a treatment plan review is due no

**ATTACHMENT A-2**  
**CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS)**

less than every 30 days or whenever anything significant happens. For outpatient services, a treatment plan review is due halfway through projected length of stay, or when anything significant happens.

**6. Assessment** is used to create:

a. **Initial Substance Use Disorder (SUD) Assessment**

An assessment, more comprehensive than a screening, is a health professional's review of an individual. The review consists of evaluation of a variety of domains including current and past functioning in the areas of mental health, substance use, risk of harm, physical health, education, employment, family, and socialization.

b. **Update Substance Use Disorder (SUD) Assessment**

Completed when there is a significant change in the client's clinical and/or life situation and as required by law or grant agreement. For substance use disorder services, there is no requirement that an update assessment be completed on a regular basis. An initial assessment completed by your organization can be updated at any time within the same episode of care, regardless of how old it is. An expired assessment can still be updated up to 30 days after it expires.

c. **Detoxification - Initial**

In the General Tab, the user gathers information about why the client is presenting for services and documents that information in the General section. The data fields and questions under the General tab are the same for all clients receiving all service types and of any age.

**7. Service Management** is used to create:

a. Case Management

b. Open Case

c. Close Case

d. Service Authorization Request

e. Service Begin

f. Service End

**8. Service Documentation** is used to create:

a. Progress Notes

b. Psychoeducational Notes

c. Administrative Notes

d. Lab/Test Results

e. Medication – Found under this tab are:

i. Medication Order

ii. Medication List

iii. Medication Service (Single Client)

**9. Consents & Referrals** – Found under this tab are:

a. Consent

i. Create Consent

ii. Revoke Consent

b. Referral

**ATTACHMENT A-2**  
**CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS)**

**10. Discharge** – Under this tab are:

- a. Discharge Client
- b. Discharge Summary
- c. Discharge Follow-up

C. Grantee may use additional components/functionality that is available.

- 1. Request/maintain user access for appropriate staff (including access control and credential maintenance);
- 2. Grantee details;
- 3. Utilize the CMBHS Reports to review: Performance Measures, Client level data, Dashboards, Demographic, Management, Curriculums and CMBHS Grantee's Capacity Reports.
- 4. Invoices and/or Claims;
- 5. Financial Status Report (FSR);
- 6. Deliverable Submission.

D. Grantee shall designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to manage locations, manage user accounts and Grantee's organization setup information. Implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current. The Security Administrator controls and manages access to CMBHS on the local level. They are responsible for security, protecting client health information, and assisting users with CMBHS.

E. In accordance with the HHS Data Use Agreement, establish and maintain a security policy that ensures adequate system security and protection of confidential information.

F. Attend System Agency training for the CMBHS functionality.

G. Grantee shall submit a CMBHS Security Attestation Form electronically on or before September 15<sup>th</sup> and March 15<sup>th</sup> each state fiscal year

H. Each Fiscal Year, Grantee shall complete the System Agency approved Cybersecurity training, required per the Texas Government Code, Section 2054.5192.

I. Grantee shall provide organizations' points of contact in the CMBHS contracts tab; and certify the information is accurate within 10 days of a key personnel change. Grantee shall submit all organizations' key personnel points of contact information and certify the information in CMBHS on September 15<sup>th</sup> and March 15<sup>th</sup> each fiscal year.

**II. CMBHS ACCESS and Forms**

Grantee shall comply with the following requirements regarding CMBHS access and management of users:

A. Grantee shall select the organizations CMBHS Security Administrator and back-up Security Administrator and complete the System Agency Form: **CMBHS Security Administrator Application**. Grantee shall contact the CMBHS Helpline to request the form, as follows:

**ATTACHMENT A-2**  
**CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS)**

1. Phone Number: (866) 806-7806
2. Email Address: [CMBHSTrainingTeam@hhs.texas.gov](mailto:CMBHSTrainingTeam@hhs.texas.gov)

*Note: The CMBHS Helpline hours of operation are Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Standard Time.*

- B. Grantee shall submit the completed **CMBHS Security Administrator Application** forms to the CMBHS helpline email address, [CMBHSTrainingTeam@hhs.texas.gov](mailto:CMBHSTrainingTeam@hhs.texas.gov).
- C. Grantee shall submit updated/revised **CMBHS Security Administrator Application** forms within ten (10) business days of changes to the Grantee's designated Security Administrator or the back-up Security Administrator.
- D. Grantee's CMBHS Security Administrator is responsible to ensure that access to CMBHS is restricted to only authorized users, in accordance with System Agency
- E. Data Use Agreement.
- F. Grantee's CMBHS Security Administrator is responsible for disabling authorized users who are no longer authorized to access CMBHS secure data within one (1) business day of identifying the authorized user needs to be removed.
- G. Grantee's CMBHS Security Administrator shall complete and submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers, and sub-Grantees authorized to have access to secure data.
- H. Grantee shall ensure that Grantee's employees have appropriate Internet access and an adequate number of computers of sufficient capabilities to use the CMBHS. Equipment purchased with System Agency funds must be inventoried, maintained in working order, and secured.
- I. System Agency reserves the right to limit or deny access to CMBHS at any time for any reason deemed appropriate by System Agency. Grantee access to CMBHS will be placed in inactive status when the Grantee ceases to have an executed grant agreement with System Agency.

**ATTACHMENT B**  
**FISCAL REQUIREMENTS**

Grantee shall ensure compliance with the fiscal requirements of the Grant Agreement as follows:

- A. Maintain an appropriate administration system to ensure that all terms, conditions, and specifications are met during the term of the System Agency through the completion of the closeout procedures.
- B. Compliance with the requirements of the United States Health & Humans Services (HHS), Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention, Treatment and Recovery Services (SUPTRS), Assistance Listing Number (ALN) 93.959.
- C. Compliance with the requirements of the United States Health & Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Texas State Opioid Response (SOR), Assistance Listing Number (ALN) 93.788.

Compliance with the following Code of Federal Regulation (CFR):

1. SUPTRS Block Grant 45 CFR Part 96, Subpart C, link: [45 CFR Part 96](#) and related restrictions on expenditures of the grant are documented in 45 CFR, §96.135.
2. Federal Uniform Grant Guidance for Title 2, Grants and Agreements, Subtitle A. Office of Management and Budget Guidance for Grant and Agreements, Chapter II Office of Management and Budget Guidance, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for, link: <https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance>.

D. Compliance with the following Grant requirements, located at System Agency's website: <https://www.hhs.texas.gov/business/grants>

1. Federal Funding Accountability and Transparency Act Reporting Requirements.
2. Indirect Cost Rates.

E. Compliance with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts, link: <https://comptroller.texas.gov/purchasing/grant-management/>

F. Access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.

G. Any unexpended balance associated with any other System Agency-funded Grant Agreement may not be applied to this grant agreement.

**H. Invoice and Payment Requirements**

1. Grantee shall submit monthly invoices to the System Agency utilizing CMBHS by the 15<sup>th</sup> of the month. The invoice shall document the expenditures to be reimbursed for the previous month's activities.
2. After the closure of each State Fiscal Year (FY), System Agency will conduct grant agreement close-out activities. Grantee shall ensure all invoices for the FY are submitted in CMBHS by October 15<sup>th</sup>. Invoices submitted after October 15<sup>th</sup> deadline may be denied.

3. All invoice(s) for the September service period of the current fiscal year must be submitted by October 15th. The invoice(s) submitted after this date may be denied due to the grant budget period being closed.
4. System Agency may request additional supportive documentation to support the invoice. All requests for additional information shall be provided by the deadline requested.

## I. Funding

The System agency share allocations for the grant agreement are documented in the **Grant Agreement Signature document, SECTION V. BUDGET AND INDIRECT COST RATE**.

- J. Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from the System Agency as payment in full for services or goods provided to clients or participants, and Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

## K. Cost Reimbursement Budget

1. The **ATTACHMENT B-1 APPROVED CATEGORICAL BUDGET** documents all approved and allowable expenditures and incorporated into the grant agreement. Grantee shall *only* utilize the funding detailed in **ATTACHMENT B-1 APPROVED CATEGORICAL BUDGET** for approved and allowable costs.
2. If needed, Grantee may revise the **ATTACHMENT B-1 APPROVED CATEGORICAL BUDGET**. The requirements are as follows:
  - a. Grantee is allowed to transfer funds from the budgeted direct categories **except for Equipment category**. Grantee may transfer up to ten (10%) percent of the Fiscal Year grant value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval, see **(K)(2)(b)**.
  - b. Grantee may request revisions to **ATTACHMENT B-1 APPROVED CATEGORICAL BUDGET** that exceed the ten (10) percent requirement stated in **(K)(2)(a)**, by submitting a written request to the assigned contract manager, in accordance with the **Section P. Budget Program Adjustment Requirements**. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the budget revision is approved; and the assigned contract manager will update CMBHS, as needed. Please note all changes to the **Equipment and indirect categories** require System Agency approval, see sections **(K)(2)(d) and (K)(2)(e)**.
  - c. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the System Agency ten percent (10%) variance requirement, excluding "Equipment", and "Indirect Cost" categories, by submitting a Budget Program Adjustment form to the assigned contract manager. This change is considered a unilateral change in accordance to **Attachment C: HHS Uniform Terms and Conditions; Article XI: General Provisions, Section 11.7, Change in Laws and Compliance with Laws** and does not require a bilateral amendment. System Agency will provide written notification of the approval or denial of the request. The budget

revisions are *not* authorized, and funds *cannot* be utilized until Grantee receives written approval.

- d. Grantee may revise funding in the Equipment category by submitting a written request to the assigned contract manager in accordance with the requirements in **Section P. Budget Program Adjustment Requirements**. This change is not considered a minor administrative change and does require a formal amendment. The System Agency shall provide written notification documenting whether the budget revision is approved. If the budget revision is approved, the assigned contract manager will initiate the amendment process. The budget revision is *not* authorized, and the revised budget *cannot* be used until the amendment is executed and signed by both parties.
- e. Grantee may revise the indirect cost rate in **ATTACHMENT B-1 APPROVED CATEGORICAL BUDGET** if there are changes to the System Agency provisional or approved indirect cost rate. Grantee shall submit a written request to the assigned contract manager in accordance with requirements in **Section P. Budget Program Adjustment Requirements**.
3. System Agency may approve the indirect cost rate after grant agreement execution. System Agency and Grantee will update the **ATTACHMENT B-1 APPROVED CATEGORICAL BUDGET** to comply with the new indirect cost rate and update CMBHS.

#### L. Overtime Compensation:

1. Except as provided in this section, Grantee will be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.
2. Funds provided under this grant agreement may be used to pay the premium portion of overtime only under the following conditions:
  - a. With the prior written approval of System Agency;
  - b. Temporarily, in the case of an emergency or an occasional operational bottleneck;
  - c. When employees are performing indirect functions, such as administration, maintenance, or accounting;
  - d. In performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or
  - e. When lower overall cost to System Agency will result.

#### M. Property Inventory and Protection of Assets:

Grantee Shall:

1. Maintain an inventory of equipment and supplies defined as controlled assets, and property described in this grant agreement and submit to the assigned grant agreement manager, upon request. At a minimum, the inventory report shall include the following:
  - a. Description of the property;
  - b. Serial number or other identification number;
  - c. Source of funding for the property (including the Federal Assistance Identification Number);

- d. Who holds title;
- e. Acquisition date and cost of the property;
- f. Percentage of Federal participation of the project costs for the Federal award under which the property was acquired;
- g. Location use and condition of the property; and
- h. Any ultimate disposition data including the date of disposal and sale price of property.

2. Maintain, repair, and protect assets under this grant agreement to ensure full availability and usefulness of the assets.
3. If Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Grant agreement, use the proceeds to repair or replace those assets.
4. Grantee will not encumber assets such as equipment purchased with System Agency funds as collateral without prior approval from System Agency.

N. In the event of bankruptcy, Grantee must:

1. Sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency.
2. When directed by the System Agency, return all property, equipment and supplies purchased with System Agency funds to the System Agency.
3. Ensure subgrant agreements, if any, contain a specific provision requiring that in the event of the subgrantee's bankruptcy, the subgrantee must sever the System Agency property, equipment, and supplies in possession of the subgrantee from the bankruptcy, and title must revert to the System Agency.

O. Program Income and Match:

1. The required match each fiscal year is documented on **Grant Agreement Signature Page, Section V.**
2. The match shall be reported in CMBHS Financial Status Report (FSR).
3. Adhere to the Program Income requirements in the Texas Grants Management Standards (TxGMS).
4. Not use program income as match without prior approval of the contract manager assigned to the grant agreement.
5. If the match ratio requirement is not met by the beginning of the last three months of the term of the grant agreement, System Agency may withhold or reduce payments to satisfy match insufficiency or demand a refund of the amount of the match insufficiency.

P. **Budget Program Adjustment (BPA) Requirements**

1. Grantee may request revisions to the approved **ATTACHMENT B-1 APPROVED CATEGORICAL BUDGET** by completing a Budget Program Adjustment (BPA) Form and submitting to CMBHS or the System Agency required submission system location.
2. The types of BPA revisions Grantee may request are:
  - a. Budget changes for direct categories that exceed the allowable variance, excluding indirect and equipment categories.

- b. Budget changes to the indirect cost categories, in compliance with the System Agency approved rate.
    - c. Budget changes to the direct category, Equipment.
    - d. Requesting funding changes.
- 3. System Agency will review the request to determine if the request is allowable and if the request is approved or denied. The estimated timeline for System Agency to review and provide written communication on the results of the BPA request is 30 days from receiving an accepted form.
- 4. Each Fiscal Year, the deadline to submit a BPA is March 1<sup>st</sup>.

**Q. Closeout**

Grantee shall submit annual grant agreement Closeout documentation each fiscal year due on October 15<sup>th</sup>; the final grant agreement closeout is due by 45 calendar days after grant agreement end date.

**R. Financial Status Report (FSR) Requirements**

- 1. Grantee shall submit quarterly Financial Status Report (FSR) in CMBHS to document all expenditures, for each Program ID referenced in the Grant Agreement Signature Page. The Reports shall be submitted by the due date documented in **ATTACHMENT A: SCOPE OF GRANT PROJECT**.
- 2. Grantee shall submit the following supportive documentation for each quarterly FSR. The documentation shall be submitted by the due date and submission system documented in **ATTACHMENT A: SCOPE OF GRANT PROJECT**.
  - a. General Ledger: The general ledger that documents all expenditures to support the data reported in the FSR.
  - b. FSR General Ledger Worksheet: The worksheet shall provide an analysis of the general ledger by documenting the expenses into the categorial budget category. The Worksheet shall be completed on the System Agency template.

**S. Financial Statements:**

- 1. Grantee is required to provide System Agency the date the Grantee's financial fiscal year ends. This date will indicate the due date to provide the financial statement deliverable.
- 2. Six months after the Grantee's fiscal year end date, Grantee is required to provide the fiscal year financial statements, which include the income statements and balance sheet (Statement of Net Position).
- 3. System Agency will evaluate Grantee's financial statements to determine financial viability to provide the services of the awarded grant agreement.
- 4. System Agency may request additional deliverables to determine financial viability.
- 5. Grantee shall provide all requested deliverables by the deadline.

## Budget Summary

Organization Name:	North Texas Behavioral Health Authority (NTBHA)		
Contract Number:	HHS000782500003		
Program ID:	SA/OSR		
Region	3		

## Budget Categories

Budget Categories	System Agency Funds Requested	Cash Match	Non System Agency funds	Category Total
Personnel	\$447,546.00	\$0.00	\$0.00	\$447,546.00
Fringe Benefits	\$98,460.00	\$0.00	\$0.00	\$98,460.00
Travel	\$6,904.00	\$0.00	\$0.00	\$6,904.00
Equipment		\$0.00	\$0.00	\$0.00
Supplies	\$18,000.00	\$0.00	\$0.00	\$18,000.00
Contractual	\$4,896.00	\$0.00	\$0.00	\$4,896.00
Other	\$71,143.00	\$0.00	\$28,618.00	\$99,761.00
Total Direct Costs	\$646,949.00	\$0.00	\$28,618.00	<b>\$675,567.00</b>
Indirect Costs	\$33,939.00	\$0.00	\$0.00	\$33,939.00
<b>Totals</b>	<b>\$680,888.00</b>	<b>\$0.00</b>	<b>\$28,618.00</b>	<b>\$709,506.00</b>

## Subcontracting

Subcontracting Percentage: 

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## Match Contributions

Required Match Percentage: Calculated Match Percentage: Required Match Amount: Calculated Match Amount: 

## Source of Cash Match Funds

## Source of In Kind Match Funds

Additional office space in the community based on Fair Market value (Per Square foot) for rent is basis of In Kind Match Funds

## Program Income

Projected Earnings 

## Source of Earnings

## Non System Agency Funding

Direct Federal Funds:	\$0.00
Other State Agency Funds:	\$0.00
Local Funding Sources:	\$0.00
Other Funds:	\$0.00
Total Projected Non-System Agency Funding:	\$0.00

## Personnel Category Detail

Organization Name:	North Texas Behavioral Health Authority (NTBHA)
Contract Number:	HHS000762500003
Program ID:	SA0SR
Region:	3
Fiscal Year:	FY25
<b>Total Contract Value (System Agency+Match)</b>	\$869,233.00
<b>Date Submitted to HHSC:</b>	5/7/2024

## Personnel

					0						-
					0						-
					0						-
					0						-
					0						-
<b>Cash Total</b>											<b>447,546.00</b>
<b>In Kind Match Total</b>											<b>-</b>
<b>Salary Wage Total</b>											<b>447,546.00</b>

**Fringe Benefits**

Enter either the percentage or cash amount

Total Fringe Benefit %:   
or Total Fringe Benefit \$:

**Fringe Benefit Amounts**

Cash:	<input type="text" value="\$98,460.00"/>
In Kind Match:	<input type="text" value="\$0.00"/>
Fringe Benefits Total:	<input type="text" value="\$98,460.00"/>

List the types of costs that comprise your organization's fringe benefits

Social Security: 6.20%, Medicare Tax 1.45%, Workman's Comp 0.15%, Medical Insurance 10%, Retirement 3%, Employer Life Insurance Contrib. 1.20%.

**Travel Category Detail**

Organization Name:	North Texas Behavioral Health Authority (NTBHA)										
Contact Number:	HHS0078250003										
Program ID:	SA/OSR										
Indicate Policy Used	<input checked="" type="radio"/> Organization's Travel Policy * <span style="float: right;">* include travel policy in renewal response if using Organization's travel policy</span> <input type="radio"/> State of Texas Travel Policy										
<b>Conference / Workshop Travel Costs</b>											
Description of Conference / Workshop	Justification	Location City/State	Number of Days	Number of Employees	Total Auto Mileage Cost	Airfare	Meals	Lodging	Other Costs	Funding Source	Total
TX Council of Community Centers	TX State updates for Substance Abuse Programs, CEU/Continue Education Training)	Austin, TX	3	2	\$536		\$320	\$644		Cash	\$1,500.00
A.S.A.P.(Association of Substance Abuse Programs) 01/25	TX State updates for Substance Abuse Programs, CEU/Continue Education Training)	Austin, TX	3	2	\$536		\$320	\$644		Cash	\$1,500.00
TTOR Training 02/25	TX State updates for Opiod Training (Continue Education Training)	TBD	3	1	\$422		\$160	\$322		Cash	\$904.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
<b>Total Cash for Conference / Workshop</b>											<b>\$3,904.00</b>
<b>Total In Kind Match for Conference / Workshop</b>											<b>\$0.00</b>
<b>Total for Conference / Workshop Travel</b>											<b>\$3,904.00</b>

**Other / Local Travel Costs**

Justification	Mileage Reimbursement Rate	Number of Miles	Mileage Cost	Other Costs	Funding Source	Total Cost
To promote and deliver the project, we project miles for 7 of the 8 budgeted staff members based on the prior year. Our calculation is (381*12)	\$0.66	4580	\$3,055		Cash	\$3,000.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
			\$0			\$0.00
<b>Total Cash for Other / Local Travel</b>						<b>\$3,000.00</b>
<b>Total In Kind Match for Other / Local Travel</b>						<b>\$0.00</b>
<b>Total for Other / Local Travel</b>						<b>\$3,000.00</b>

Cash Total	\$6,904.00
In Kind Match Total	\$0.00
<b>Total Travel Costs:</b>	<b>\$6,904.00</b>

\$979.45

0.306484018

**Equipment Category Detail**

Organization Name:	North Texas Behavioral Health Authority (NTBHA)
Contract Number:	HHS000782500003
Program ID:	SAVOSR

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Funding Source	Total Cost
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>Cash Total</b>					<b>\$0.00</b>
<b>In Kind Match Total</b>					<b>\$0.00</b>
<b>Total Amount Requested for Equipment</b>					<b>\$0.00</b>

## Supplies Category Detail

Organization Name: North Texas Behavioral Health Authority (NTBHA)  
Contract Number: HHS000782500003  
Program ID: SA/OSR

**Contractual Category Detail**

Organization Name:	North Texas Behavioral Health Authority (NTBHA)
Contract Number:	HHS000782500003
Program ID:	SA/OSR

Contractor	Type	Description of Services	Justification	Payment Basis	Payment Rate	Number of Payments	Funding Source	Total Cost
Language Services Associates	vendor	Foreign language interpretation services	Foreign language interpretation services	Lump Sum	\$408	12	Cash	\$4,896.00
<b>Cash Total</b>								<b>\$4,896.00</b>
<b>In Kind Match Total</b>								<b>\$0.00</b>
<b>Total Amount Requested for Contractual</b>								<b>\$4,896.00</b>

### Other Category Detail

Organization Name: North Texas Behavioral Health Authority (NTBHA)  
Contract Number: HHS000782500003  
Program ID: SA/OSR

Docusign Envelope ID: 776FF395-B6CA-4B70-958D-CB73A63714F8

<b>Cash Total</b>		<b>\$71,143.00</b>
<b>In Kind Match Total</b>		<b>\$28,618.00</b>
<b>Total Amount Requested for Other</b>		<b>\$99,761.00</b>

### Indirect Category Detail

Organization Name:	North Texas Behavioral Health Authority (NTBHA)
Contract Number:	HHS000782500003
Program ID:	SA/OSR

#### Indirect Cost Basis

##### Selection

Governmental Entity Using a Central Service Cost Rate or Indirect Cost Rate

The organization's current Central Service Cost Rate or Indirect Cost Rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach copy of approved Rate Agreement or Certification of Cost Allocation Plan or Certification of Indirect Costs. City and County Governments with a Central Service Cost Rate should also complete the "Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan" section for the indirect costs of the City/County Department (e.g. Health Department) that System Agency is contracting with.

Rate

Type

Base

Type of Costs Included in the Rate

Non Governmental Entity Using Indirect Cost Rate

The organization's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

Rate

Base

[Redacted]

Type of Costs Included in the Rate

[Redacted]

**Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan**

allocation plan submitted to System Agency within 60 days of the contract start date. The CFPM is available on the following internet web link:  
[http://www.System\\_Agency.state.tx.us/contracts/](http://www.System_Agency.state.tx.us/contracts/)

Types of Costs

[Redacted]

Allocation Base

[Redacted]

**Indirect Costs**

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Cash: \$33,939.00

Non System Agency Funds: [Redacted]

Total Indirect Costs: \$33,939.00

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 455-2025 Approve Private Psychiatric Bed (PPB) Contract for Perimeter Behavioral Health Hospital of Arlington

**DATE:** August 13, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors approve the CEO, in consultation with NTBHA legal counsel, to negotiate and execute an "At-Will" contract for Private Psychiatric Beds (PPB) with Perimeter Behavioral Health Hospital of Arlington.

**DONE IN OPEN MEETING** this the 13th day of August 2025

Recommended by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #24: Resolution 455-2024 Approve Private Psychiatric Bed (PPB) Contract for Perimeter Behavioral Health Hospital of Arlington**

**Recommendation/Motion:** Approve the CEO, in consultation with NTBHA legal counsel, to negotiate and execute an “At-Will” contract for Private Psychiatric Beds (PPB) with Perimeter Behavioral Health Hospital of Arlington

**Background:**

NTBHA CEO proposes an “At-Will” contract with Perimeter Behavioral Health Hospital of Arlington. NTBHA currently works with this hospital on a case-by-case basis. This single “At Will” contract has no guaranteed minimum beds and allows utilization to occur on an as-needed basis and more efficiently than by creating a separate agreement for each case. NTBHA Utilization Management, Bed Access, and Clinical departments will still be involved in each case, as with other PPB contracts. There is an urgent need to work with Perimeter Behavioral Health Hospital of Arlington because they are one of the few remaining inpatient psychiatric hospitals in the DFW area that serve children and youth. This contract will facilitate NTBHA’s continued access to this critical resource.

**Evaluation:** NA

**Financial Information:**

**Rate for this “At-Will” contract:** \$760.00 per bed, per day

**Implementation Schedule:** Upon approval by the NTBHA board.

**Attachments:** 24. PBH Arlington\_PPB24-012 Att.A SOW FY25-FY26 ~ NTBHA



**Aligns with Visions #1, 2, 3, and 4**

**NTBHA Strategic Visions**

**Vision #1 NTHBA will maintain a competent and committed workforce.**

**Vision #2 NTBHA will facilitate access to behavioral health services.**

**Vision #3 NTBHA will manage core operations efficiently and effectively.**

**Vision #4 NTBHA will identify and develop additional opportunities for service area development.**

**Presented By:** Carol Lucky, Chief Executive Officer

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**ATTACHMENT A**

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**PPB / STATEMENT OF WORK**

**SECTION I. SCOPE**

**A. GENERAL:**

1. The Hospital shall expend funds allocated under this Statement of Work on the provision of inpatient mental health services located at a licensed psychiatric hospital (“the Hospital”).
2. As applicable, NTBHA shall require the Hospital to provide NTBHA with evidence that it maintains throughout the term of this Agreement either a license as a private psychiatric hospital in accordance with Chapter 577 of the Texas Health and Safety Code and with 26 Texas Administrative Code Chapter 510, concerning Private Psychiatric Hospitals and Crisis Stabilization Units, or a General or Special Hospital in accordance with Chapter 241 of the Texas Health and Safety Code and with 25 Texas Administrative Code Chapter 133, concerning Hospital Licensing.
3. NTBHA shall require the Hospital to provide NTBHA with evidence that it maintains its accreditation with The Joint Commission (TJC), or other accrediting body granted deeming authority by the Centers for Medicare and Medicaid Services (CMS), as a hospital throughout the term of this Agreement.
4. NTBHA shall require the Hospital to notify NTBHA no later than 60 days prior to discontinuing the provision of inpatient mental health services at the Hospital.
5. If NTBHA determines that the safety and well-being of patients served by the Hospital is in jeopardy, NTBHA shall make arrangements to transfer the patients to another hospital that meets the requirements outlined in Section I. A. 2. and 3. of this Statement of Work and shall notify HHSC immediately.
6. Funds allocated and paid under this Statement of Work, will be used after the utilization and spending of any available third-party insurance, indigent care programs, or other local medical care programs, and must cover the costs for all medical care and treatment including the cost of psychiatric and physician services and all non-prescription and prescription medications (including discharge medications) incurred by or on behalf of patients admitted to the Hospital. This includes all on-site medical care and treatment, as well as all outside medical care and treatment, emergency room and hospitalization costs, as well as any and all charges by specialists, consultants, and laboratories, incurred by or on behalf of patients admitted. No additional HHSC funds will be made available for this purpose.
7. NTBHA and the Hospital shall not use funds allocated under this Statement of Work to pay the cost of services provided to patients admitted to the Hospital who do not meet the requirements specified in Section B. of this Statement of Work.
8. During the term of this Agreement, NTBHA will evaluate demand and utilization based upon occupancy within the counties served. If NTBHA determines that demand and utilization within the counties served does not align with the total amount allocated to the Hospital under this Statement of Work, then HHSC and/or NTBHA may reduce, or increase funding to address consumer need. Additionally, consumer eligibility and qualification for services shall not be construed as authorization or approval for payment.

**B. CAPACITY AND PATIENTS SERVED:**

1. The primary service area for patients served under this Statement of Work includes the following counties: Dallas, Ellis, Hunt, Kaufman, Navarro, Rockwall Counties.
2. The Hospital shall work with NTBHA on the capacity management program for State Mental Health Facilities (SMHF). As part of the capacity management program, HHSC may request access to beds purchased under this Statement of Work to assist with SMHF diversion activities. If capacity is available within the Hospital, then HHSC may attempt to divert admissions from SMHFs to the Hospital. Individuals diverted may be from outside of NTBHA's primary local service area. NTBHA shall evaluate these individuals for admission and serve them with funds allocated as part of this Statement of Work.
3. Hospitals shall also provide to NTBHA a point(s) of contact who will be responsible for communication, correspondence, and reporting to NTBHA during and after business hours communicate about the activities described in this Statement of Work. Hospitals shall respond to capacity management contacts initiated by HHSC within one (1) hour.
4. Hospital shall serve patients who present either voluntarily or through the civil commitment process.
5. NTBHA shall serve as the gatekeeper for patients served under this Statement of Work, and shall establish a process for approving patient admissions to, and continued stay at, the Hospital. This process must incorporate provisions that allow the Hospital to conduct medical screening evaluations, make medical condition determinations, and admit individuals who either present voluntarily or through the civil commitment process.
6. A patient is not eligible for admission to the Hospital if the patient is adjudicated incompetent to stand trial pursuant to Texas Code of Criminal Procedure, Article 46B.073(d), Article 46B.080, or Article 46B.102, or if pending charges make the patient eligible for maximum security admission pursuant to Texas Code of Criminal Procedure, Article 46B.073(c) or Article 46B.104.
7. NTBHA and the Hospital shall develop and use a local reporting unit that will provide an assigned location for all clients served within the Hospital. This information shall be entered into transmitted to NTBHA via secure email when reporting on beds utilized at the Hospital.

C. COMPLIANCE WITH APPLICABLE LAW:

Hospital shall comply with all applicable state and federal laws and regulations, as may be amended from time to time, related to:

1. The provision of inpatient mental health services, including, but not limited to:
  - a. Emergency Medical Treatment and Labor Act of 1986;
  - b. Texas Health and Safety Code Chapters 241, 571, 575, 576, and 577; and
  - c. Title 25 Texas Administrative Code:
    - 1) Chapter 133 (Hospital Licensing)
    - 2) Chapter 404, Subchapter E (Rights of Persons Receiving Mental Health Services);
    - 3) Chapter 405, Subchapter E (Electroconvulsive Therapy);
    - 4) Chapter 414, Subchapter I (Consent to Treatment with Psychoactive Medication – Mental Health Services); and
    - 5) Chapter 415, Subchapter F (Interventions in Mental Health Programs).
  - d. Title 26 Texas Administrative Code:
    - 1) Chapter 510 (Private Psychiatric Hospitals and Crisis Stabilization Units);
    - 2) Chapter 568, (Standards of Care and Treatment in Psychiatric Hospitals).

2. Medications and medication-related services provided to patients served under this Statement of Work as specified in Title 26 Texas Administrative Code, Chapter 306, Subchapter G (relating to Use and Maintenance of HHSC Psychiatric Drug Formulary).
3. In addition to the reporting requirements outlined in Title 26 Texas Administrative Code Chapter 510 (relating to Private Psychiatric Hospitals and Crisis Stabilization Units), the Hospital shall report the investigation disposition of all reports of death, abuse, neglect, exploitation, or illegal, unethical or unprofessional conduct to NTBHA immediately upon discovery.

**D. OVERSIGHT REQUIREMENTS:**

Provider shall:

1. Develop written oversight policies and procedures, by which NTBHA and the Hospital will manage the admission, service delivery, continuity of care and discharge requirements outlined in Section I. F. of this Statement of Work, coordinate with other local mental health authorities (LMHAs) or Local Behavioral Health Authorities (LBHA) affected by this Statement of Work, and report to HHSC in accordance with the terms and conditions of this Agreement; and
2. Develop and enter into written agreements with other LMHAs and LBHAs affected by this Statement of Work, if applicable, that specify the processes by which patients are to be admitted, served and discharged, and how services are reported in accordance with the terms and conditions of this Agreement.

**E. DATA COLLECTION AND REPORTING**

1. NTBHA shall require the Hospital to collect data and other information that is sufficient to report on the indicators identified in SECTION VII: Reporting Provisions and Performance Indicators. Hospital shall report required data points for services provided, on a monthly basis, due to NTBHA by the tenth (10<sup>th</sup>) calendar day of each month.

**F. ADMISSION, CONTINUITY OF CARE, AND DISCHARGE REQUIREMENTS**

1. Apply the Appropriate-Use and Medical Clearance criteria outlined below:
  - a. Individuals under consideration for referral to the Hospital must meet the criteria in the Texas Health and Safety Code Chapters 571-576 applicable to voluntary admission or the civil commitment process; and
  - b. Acute and Chronic Medical Condition Criteria: The presence of any of the following represent acute or chronic medical conditions that the Hospital does not have the capability to treat and so, in accordance with the Emergency Medical Treatment & Labor Act (EMTALA) and state law, the Hospital will provide evaluation and treatment within its capability to stabilize the person and will arrange for the person to be transferred to a hospital that has the capability to treat the condition:
    - 1) Medical Emergency Indicators, including:
      - i. Overdose;
      - ii. Chest pain;
      - iii. Fluctuating consciousness;
      - iv. Stab wound, bleeding, or serious injury;
      - v. Seizure activity;
      - vi. Complications from Diabetes;

- vii. Injured in assault or flight;
- viii. Victim of as sexual assault; or
- ix. Resident of a nursing home or assisted living facility.

2) Acute Medical Conditions, including:

- i. Acute overdose resulting in any vital sign instability in the prior 24 hours;
- ii. Acute drug intoxication (blood alcohol level over 0.1);
- iii. Unconscious or fluctuating consciousness;
- iv. Delirium, including substance induced syndromes;
- v. Uncontrolled seizure activity;
- vi. Recent trauma that has not received medical evaluation, including fractures, lacerations, burns, head trauma, and bleeding;
- vii. Recent assault or fight that has not received medical evaluation;
- viii. Recent sexual assault that has not received medical evaluation;
- ix. Blood pressure greater than 160/110;
- x. Pulse less than 50, or any symptomatic bradycardia, in the prior 24 hours;
- xi. Pulse greater than 120 in the prior 24 hours;
- xii. Temperature above 101° F;
- xiii. White blood count (WBC) greater than 15,000;
- xiv. Hemoglobin (HGB) less than 10;
- xv. Hematocrit (HCT) less than 30;
- xvi. Any abnormal electrolytes;
- xvii. Creatinine4 phosphokinase (CPK) greater than 1500; or, CPK greater than 1000 with elevated temperature and muscular rigidity;
- xviii. Serum glucose below 70 or over 400 during the prior 48 hours;
- xix. Acute O2 saturation below 90%;
- xx. Chest pain;
- xxi. Shortness of breath;
- xxii. Unstable arrhythmia;
- xxiii. Pulmonary edema;
- xxiv. Acute congestive heart failure;
- xxv. Acute respiratory distress syndrome;
- xxvi. Acute asthma;
- xxvii. Acute cardiovascular accident;
- xxviii. Acute CNS trauma;
- xxix. Gastrointestinal (GI) bleeding during the prior 48 hours;
- xxx. Requires indwelling tubing (for example, a nasogastric tube);
- xxxi. Post-op instability, demonstrated as any instability in vital signs or laboratory values in the prior 48 hours; or
- xxxii. Open wounds and/or wounds requiring sterile equipment to manage.

3) Chronic Medical Conditions, including individuals who:

- i. Require specialized cancer care, including radiation or chemotherapy;
- ii. Required medical care from a nursing home prior to admission;
- iii. Require care for decubiti – Stage 3-4;
- iv. Require blood or blood product transfusions;
- v. Require continuous oxygen, oximetry, or support equipment (CPCPs, BiPAPs, O2 concentrators);
- vi. Are being treated for active tuberculosis (TB);
- vii. Require isolation for the purpose of infection control;
- viii. Require on-going intravenous (IV) therapy;

- ix. Have a subclavian line, arterial line, or require hyperalimentation or total parenteral nutrition (TPN);
- x. Require suctioning;
- xi. Require peritoneal or hemodialysis treatments;
- xii. Require complex care or sterile equipment for managing the care of wounds
- xiii. Require tracheotomy care and have a chronic condition that causes non-ambulation to an extent to preclude the engagement in treatment programming;
- xiv. Are considered a high-risk pregnancy;
- xv. Have a multiparous pregnancy; or
- xvi. Are pregnant and at 38-weeks gestation or later.

- c. Effective, responsive, individualized, and least restrictive treatment;
- d. Treatment and care through the development and implementation of a Comprehensive Treatment Plan and corresponding intervention(s) including but not limited to:
  - 1) A reasonable and appropriate discharge plan that is jointly developed by the NTBHA and the Hospital; and
  - 2) Communication that will facilitate the exchange of information needed to accomplish common Utilization Management activities.
- e. Promotion of recovery, independence, and self-sufficiency;
- f. Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules;
- g. Comprehensive client/patient rights consistent with regulatory and TJC requirements;
- h. Interdisciplinary, goal-directed and evidence-based treatment;
- i. Behavior management program;
- j. Culturally competent treatment; and
- k. Telemedicine provided in accordance with applicable rules and regulations.

2. NTBHA shall ensure that the Hospital demonstrates efforts to reduce restraint and seclusion by adopting and implementing the following restraint/seclusion reduction tools:
  - a. Using assessment tools to identify risk factors for violence and seclusion and restraint history;
  - b. Using a trauma assessment;
  - c. Using tools to identify persons with risk factors for death and injury;
  - d. Using de-escalating or safety surveys; and
  - e. Making environmental changes to include comfort and sensory rooms and other meaningful clinical interventions that assist people in emotional self-management.
3. NTBHA shall ensure that the Hospital complies with the following standards regarding Admission, Continuity of Care and Discharge:
  - a. The Hospital must not allow admissions without NTBHA approval;
  - b. When the Hospital admits a patient, a physician must issue and sign a written order admitting the patient;

- c. The Hospital must conduct an intake process as soon as possible, but not later than 24 hours after the patient is admitted;
- d. When the Hospital admits a patient, the Hospital must promptly notify NTBHA of the admission and the admission status;
- e. Upon admission of a patient to the Hospital, the Hospital and NTBHA must begin discharge planning for the patient;
- f. Discharge planning must involve the Hospital treatment team, NTBHA designated staff, the designated mental retardation authority (MRA) liaison staff, if appropriate, the patient, the patient's legally authorized representative (LAR), if any, and any other individual authorized by the patient;
- g. Discharge planning must include, at a minimum, the following activities:
  - 1) A determination of the following:
    - i. The amount of medication that will be provided upon discharge or transfer, and the amount of medication the patient will need after discharge or transfer until the patient is evaluated by a physician; and
    - ii. The name of the individual or entity responsible for providing and paying for the medication needed after discharge or transfer until the patient is evaluated by a physician; and
    - iii. Development of a transportation plan.

## **SECTION II. PERFORMANCE MEASURES:**

The terms and conditions of this Agreement and the following performance measures will be used to assess the Hospital's effectiveness in providing the services described in this Statement of Work:

- 1. Hospital shall report on the daily utilization of beds using a NTBHA-developed and HHSC-approved format, or by submitting Daily Utilization Report each business day by 10:00AM via email to NTBHA UM Department.
- 2. Hospital shall electronically submit to the NTBHA Contract Manager, data and other information identified in Performance Indicators and in accordance with the schedule outlined in SECTION VII.
- 3. Unless otherwise instructed, Hospital shall send all reports, documentation, and other information required of Hospital by this Statement of Work to the address listed below. Where electronic submission is determined acceptable by HHSC, Hospital shall electronically send all reports, documentation, and other information required of Hospital to the [contracts@ntbha.org](mailto:contracts@ntbha.org) email address.

North Texas Behavioral Health Authority  
8111 LBJ Freeway, Suite 900  
Dallas, Texas 75251

## **SECTION III. BILLING:**

Provider will submit Certified Covered Services encounter claims, via the approved reporting spreadsheet, within ten (10) calendar days of the month following services, and in accordance with policy and procedures detailed in the Provider Manual and this Statement of Work.

## **SECTION IV. PAYMENT METHOD:**

Provider will receive payment for NTBHA authorized and billed consumers at the agreed upon rate around the 15<sup>th</sup> of each month via ACH deposits.

## **SECTION V. PARTICIPATION:**

Provider agrees to participate in the North Texas Behavioral Health Authority Provider Network, and as such:

1. Provider has obtained and will maintain a unique Medicaid provider identification number prior to serving Medicaid-eligible NTBHA consumers.
2. Provider understands and agrees that NTBHA will remove Provider from the NTBHA provider network upon notification by an appropriate licensing or other regulatory entity that Provider is not in good standing with that entity.
3. Provider agrees to comply with and upon request participate in NTBHA's policies and procedures and such other administrative policies and procedures as are identified in the Provider Manual (as may be amended from time to time), and HHSC specific policies and procedures made available to Participating Providers and related to participation in NTBHA provider network(s) for the NTBHA consumers and any Covered Services rendered to the NTBHA consumers, Including without limitation, credentialing, re-credentialing, utilization management, utilization review, referral; quality assurance, quality improvement, and appeals and grievances.
4. In the event Provider is in possession of documents concerning a claim, suit, criminal or administrative proceeding that has been brought against Provider relating to: (a) services provided to NTBHA Members; or (b) the quality of services provided by Provider; or (c) Provides compliance with community standards and/or applicable laws and regulations, then Provider shall notify NTBHA of such claims, suit or proceeding within ten (10) business days. Such notification shall include the names of the parties, nature of the litigation and remedy sought, including amount of damages. Provider acknowledges that NTBHA has an obligation to notify HHSC and North Texas Behavioral Health Authority ("NTBHA") of any litigation that is initiated or threatened against NTBHA related to the NTBHA Program or its subcontractors or network providers within seven (7) days of receiving service or becoming aware of the threatened litigation.
5. Provider shall authorize the NTBHA, HHSC, the Secretary of Health and Human Services, CMS and their authorized representatives to have unrestricted access to all buildings, grounds, records, data, information systems, and other Information under the control of Provider as necessary to enable these agencies to audit, monitor, and review the financial and program activities and services associated with the NTBHA Contract.
6. Notice of adverse determinations or denial of Certification or determination that a service is not Medically Necessary will be in accordance with applicable state and/or federal laws, rules or regulations to which the NTBHA Program is subject. Provider agrees to notify NTBHA Members of adverse determinations for Inpatient services/continued inpatient admission/continued outpatient services for which Provider has received verbal notice.
7. Provider agrees to post in Providers premises, a notice to all patients on the process for resolving complaints, including the Texas Department of State Health Service's toll-free number. The notice must include the department's TDSHS toll-free telephone number for filing a complaint.

## **SECTION VI. REIMBURSEMENT OF SERVICES**

Service Description:	Rate:	Unit/Capacity:
Prior Authorized - PPB Inpatient Psychiatric Hospital Services	\$760.00	Per Bed/Day, Authorized as needed

- A case review will be performed every five (5) days, by NTBHA, to determine medical necessity and financial viability of continuing services.

- Hospital shall provide to NTBHA, in accordance with Data Collection and Reporting, consumer data on Indigent services not funded by NTBHA and provided in the Inpatient units, reported at the prevailing Medicaid rate.
- NTBHA reserves the right to limit the number of bed-days to be paid/reimbursed.
- The negotiated fee for services shown is inclusive of all resources and services provided for covered services, including but not limited to; physician services, assessments, and medical or ancillary supplies and treatments.
- All direct inpatient hospitalization admission requests require submission of the NTBHA Financial Eligibility and Clinical Screening forms to NTBHA UM at fax: 469-420-5496 or email: um@ntbha.org and prior authorization by the NTBHA UM Department.
- All transfers to the Contractor from in-network or out of network hospitals require authorization before the transfer initiates/occurs. The authorizations will be completed by NTBHA UM and subsequent transfers coordinated and completed through NTBHA Transportation. Unauthorized Transfers will not be covered for payment.
- Only consumers authorized by NTBHA will be funded under this agreement.
- Readmittance of consumer within fifteen (15) days of discharge may result in admin denial.
- Provider is responsible for collecting all applicable patient co-payments and co-insurance. NTBHA is the payor of last resort and covered individuals may not have any additional payor sources.

## **SECTION VII. REPORTING PROVISIONS AND PERFORMANCE INDICATORS**

Provider shall provide to NTBHA reports on the following performance objectives (“Performance Objectives”) as more particularly described below (collectively, “Reports”). All Reports are due to NTBHA no later than the twentieth (20th) calendar day of the month (“Due Date”); if the Due Date occurs on a weekend or holiday, the Report will be due to NTBHA no later than the business day immediately prior to the Due Date. Reporting provisions only apply to Covered Individuals.

### **1) Abuse and Neglect (“Abuse and Neglect”)**

Performance Objective Operational Definition: Provider shall provide a written report to NTBHA of its rate of HHSC confirmed Abuse and Neglect cases concerning Covered Individuals as documented per 1000 bed days per fiscal year (“FY”).

Abuse and Neglect Performance Objective Formula:  $R = (N/D) \times 1000$

$R$  = rate of confirmed closed abuse and neglect cases concerning Covered Individuals per 1000 bed days per FY

$N$  = number of confirmed closed cases concerning Covered Individuals per FY (When multiple confirmations are entered for a single case number on a single day, they are counted only as one in the abuse/neglect category incident (Class I, II, or verbal) of the most severe incident.)

$D$  = number of bed days per FY

1000 = bed day rate multiplier

### **2) Patient Complaints and Grievances (“Patient Complaints and Grievances”)**

Performance Objective Operational Definition: Provider shall provide a written report to NTBHA of its total number of complaints and grievances received concerning Covered Individuals per NTBHA fiscal year quarter (“Quarter”) regarding property, respect, discharge, medications, treatment team and/or plan and “other” category.

Patient Complaints and Grievances Performance Objective Formula: Total number of complaints and grievances received concerning Covered Individuals per Quarter.

### 3) Restraint and Seclusion (“Restraint and Seclusion”)

Performance Objective Operational Definition: Provider shall provide a written report to NTBHA of its number of restraint and seclusion incidents (as defined by the Joint Commission) concerning Covered Individuals per 1000 bed days.

Restraint and Seclusion Performance Objective Formula:  $R = (N/D) \times 1000$

R = rate of restraint and seclusion incidents concerning Covered Individuals per 1000 bed days per Quarter

N = number of restraint and seclusion incidents concerning Covered Individuals

D = number of bed days utilized by Covered Individuals per Quarter

1000 = bed day rate multiplier

### 4) Restraint and Seclusion Monitoring (“Restraint and Seclusion Monitoring”)

Performance Objective Operational Definition: Provider shall provide a written report to NTBHA of its monthly average score on facility-selected restraint and seclusion monitoring instrument (e.g. CPI Restraint and Monitoring Assessment tool).

Restraint and Seclusion Monitoring Performance Objective Formula: Average = score on each instrument divided by number of instruments

### 5) Data Integrity Review (“Data Integrity Review”)

Performance Objective Operational Definition: Provider shall provide a written report to NTBHA of its percent of reviews completed of all current Covered Individuals’ medical records for accuracy, completeness, timeliness and quality.

Data Integrity Review Performance Objective Formula: Percentage for compliance is calculated by:

N = number of cases per sample measure that meet review criteria/ D = total number of cases reviewed in sample.

### 6) Patient Injuries (“Patient Injuries”)

Performance Objective Operational Definition: Provider shall provide a written report to NTBHA of its inpatient hospital rate of documented Covered Individual injuries per calendar quarter by age group (i.e. ages 0-17, 18-64, and 65 and older) per 1000 bed days. Age is calculated at the beginning of each reporting calendar quarter.

Patient Injuries Performance Objective Formula:  $R = (N/D) \times 1000$

R = rate of Covered Individual injuries per 1000 bed days per Quarter

N = number of Covered Individual injuries

D = number of bed days utilized by Covered Individuals per Quarter

1000 = bed day rate multiplier

### 7) Patient Injuries Resulting from Restraint or Seclusion (“Injuries Resulting from Restraint or Seclusion”)

Performance Objective Operational Definition: Provider shall provide a written report to NTBHA of its inpatient hospital rate of documented Covered Individual injuries per Quarter resulting from restraint or seclusion per 1000 bed days.

Injuries Resulted from Restraint or Seclusion Performance Measure Formula:  $R = (N/D) \times 1000$

R = rate of Covered Individual injuries per 1000 bed days per Quarter

N = number of Covered Individual injuries

D = number of bed days utilized by Covered Individuals per Quarter

1000 = bed day rate multiplier

**8) Patient Satisfaction Survey (“Patient Satisfaction Survey”)**

Performance Objective Operational Definition: Provider shall administer a mutually agreed upon patient satisfaction survey each month to at least 25% of its discharged adult and adolescent Covered Individuals.

Patient Satisfaction Survey Performance Objective Formula: Percent of adults and adolescent Covered Individuals satisfied based upon scoring of instrument identified by inpatient hospital provider.

**9) Discharge Requirements (“Discharge Requirements”)**

Greater than 20% of Covered Individuals should be discharged on weekends, when clinically indicated 100% of hospital discharge/after-care plans for the Covered Individual are submitted to Utilization Management / NTBHA Navigator within one (1) business day of discharge from treatment.

**SERVICE PROVIDER AGREEMENT  
BETWEEN  
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY  
AND  
PERIMETER BEHAVIORAL HOSPITAL OF ARLINGTON, LLC**

THIS AGREEMENT is made and entered into by and between NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (“NTBHA” or “Authority”), the Local Behavioral Health Authority under the provisions of Chapter §533.0356 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, and PERIMETER BEHAVIORAL HOSPITAL OF ARLINGTON, LLC (“Provider” or “Contractor”), for the purpose of providing behavioral health services currently not available to the Local Authority through its present staff of employees.

**RECITALS**

WHEREAS, North Texas Behavioral Health Authority is the Texas Health and Human Services Commission (“HHSC”) designated behavioral health local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of behavioral health services for the residents of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties, Texas; and

WHEREAS, Local Authority desires to assemble and maintain a network of participating providers to provide certain mental health and substance abuse services funded by the Local Authority (the “Network”); and

WHEREAS, Provider is a facility or individuals who is or are duly licensed or certified in the State of Texas to provide the behavioral health services as described in this Agreement; and

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto.

NOW THEREFORE, in consideration of the mutual covenants, rights and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**I. DEFINITIONS**

For purposes of the Agreement and its referenced Attachments, Exhibits, Addendums, Amendments, and/or other related documents, the following words and phrases are defined as follows:

1. **Assessment.** The clinical process of looking at a person’s mental health or substance abuse and medical history, his or her functioning, relationships, and development to determine their need for treatment.
2. **Authorization/Authorization Number.** All Covered Services may include a unique identifying number which is given by Authority to the Provider for Covered Services to a Consumer.
3. **Clinically Appropriate.** Covered Services are authorized by a Plan of Care, which are determined to be Medically Necessary and include all of the following: An adequate and essential therapeutic response provided for evaluation or treatment consistent with the assessed needs, proper diagnosis and treatment appropriate for the individual’s specific illness, disease or conditions; Reasonably expected to improve the illness, condition or level of functioning; Safe and effective according to nationally accepted practices and standards of evidence generally recognized by licensed professionals or publications; The appropriate and cost-effective level of service that can safely be provided for the specific intensity of need in accordance with the professional and technical standards adopted by the Utilization Management and Quality Management Departments of Authority.
4. **Confidential Information.** Any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) prepared, created, received, maintained, used, disclosed or have access to by the Local Authority or Provider which concerns the Consumer, Covered Individual, or Non-Covered Individual that consists of or includes any or all of the following:
  - a. Consumer Information;
  - b. Protected Health Information or Unsecured Protected Health Information;

- c. Sensitive Personal Information defined by Texas Business and Commerce Code Ch.521;
- d. Federal Tax Information;
- e. Personally Identifiable Information;
- f. Social Security Administration Data; and
- g. All privileged work product; and also includes:
- h. All information designated as confidential under the constitution and laws of the State of Texas and of the United States, Texas Health & Safety Code, Texas Public Information Act, and Texas Government Code, Chapter 552.

5. **Consumer.** Individuals residing in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties who have been determined by Authority to meet the definition of Priority Population.

6. **Covered Individual.** Individuals residing in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties, who meet the HHSC definition of Priority Population and are authorized by the Authority to receive services.

7. **Covered Services.** Mental health and substance use disorder services within the scope of the benefit plan.

8. **Episode of Care.** The care provided by a reasonably prudent health care facility or provider for a specific psychiatric problem or condition during a set time period, but specifically excluding emergency medical treatment that is unrelated to the psychiatric problem or condition and any Potential Preventable Readmission.

9. **Local Case Number.** ("LCN") A unique number assigned to each NTBHA consumer receiving services.

10. **Medically Necessary.** Medically Necessary means that Covered Services: (a) are reasonable and necessary for the treatment of a behavioral health disorder or to improve or prevent deterioration of functioning resulting from such a disorder; (b) are in accordance with accepted standards of practice in behavioral health care; (c) are furnished in the most appropriate and least restrictive setting in which Covered Services can be safely provided; (d) are the most appropriate level or supply of service which can be safely provided; and (e) could not have been omitted without adversely affecting the Consumer's mental and/or physical health or the quality of care rendered.

11. **Non-Covered Individual.** Any individual residing in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties for whom the Provider has not obtained an authorization for services.

12. **Non-Covered Services.** Any services not specified in the Plan of Care and for which Provider has not obtained an authorization.

13. **Payor of Last Resort.** The payor or program responsible for adjudication once all other funding sources have been exhausted.

14. **Plan of Care.** A written plan that a Consumer develops in collaboration with a Provider in accordance with the State standards applicable to a specific Consumer. The Plan of Care, based on a Consumer's choices and assessments, addresses the problems, goals, and direction of service delivery.

15. **Potentially Preventable Readmission.** A Clinically Related Readmission of a Covered Individual that occurs up to and including fifteen (15) calendar days after the Covered Individual's date of discharge from his or her most recent hospital admission. A clinical review involving NTBHA and Provider will be conducted to allow NTBHA to determine if the underlying reason for the readmission was plausibly related to the care and treatment rendering during or immediately following a prior hospitalization as a prerequisite to recoupment or non-payment for a Covered Service.

16. **Prior Authorization/Pre-Authorization.** A determination made by NTBHA to prospectively approve or deny payment for a service or course of treatment of a specific duration and scope to a member prior to the provider's initiating provision of the requested service.

17. **Priority Population.** Provider shall not restrict or expand the definition of Priority Population or any other Consumer defined in this Agreement. The definition of the Priority Population for Provider is as follows:

- a. **Adults:** who have severe and persistent mental illness such as schizophrenia, major depression, bipolar disorder, or other severely disabling mental disorders, which require crisis resolution or ongoing and long-term support and treatment.
- b. **Child and Adolescent:** Children ages 3 through 17 with a diagnosis of mental illness (excluding a single diagnosis of substance abuse, mental retardation, autism or pervasive development disorder) who exhibit serious emotional, behavioral or mental disorders and who: (1) Have a serious functional impairment; or (2) Are at risk of disruption of a preferred living or child care environment due to psychiatric symptoms; or (3) Are enrolled in a school system's special education program because of serious emotional disturbance.
- c. **Substance Abuse:** HHSC has established a priority order for treatment in accordance with SAPT Block Grant regulations and state designation. SUD Providers shall give preference for treatment in

the following order: (1) Pregnant, injecting drug users; (2) Pregnant substance abusers, and; (3) Injecting drug users.

18. **Protected Health Information (“PHI”)**. Individually Identifiable Health Information that is or has been electronically transmitted or maintained by either party and includes such information in any other form.

19. **Provider**. An entity that delivers direct behavioral health services to an enrollee.

20. **Provider Directory**. A published list of service providers currently contracted with NTBHA.

21. **Provider Manual**. Resources to NTBHA service provisions, processes, procedures, and policy guidelines with explanations, for working with NTBHA.

22. **System Agency/Performing Agency**. In pertaining to this Agreement, its Attachments, Exhibits, Addendums, and Amendments, System Agency shall refer to NTBHA and Performing Agency shall refer to Provider.

## II. RELATIONSHIP BETWEEN THE PARTIES

1. **Independent Contractor**. The relationship between the Local Authority and Provider will be that of an independent contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between the Local Authority and Provider other than that of independent parties contracting with each other to carry out this Agreement. It is expressly agreed that Provider and Provider’s personnel, if any, may not for any purposes be deemed to be an officer, employee, agent, partner, joint ventures, ostensible or apparent agent, servant or borrowed servant of the Local Authority. Provider agrees that it will not hold itself out as an agent of the Local Authority to Consumers served under this Agreement or to any other persons. Provider understands and agrees that:

- a. Local Authority will not:
  - 1) withhold on Provider’s behalf any sums for income tax, unemployment insurance, social security, or any other withholding under any law or requirement of any governmental body relating to Provider; or
  - 2) make available to Provider any benefits afforded to employees of Local Authority.
- b. All the payments, withholdings, and benefits, if any, are Provider’s sole responsibility under this Agreement; and
- c. In the event the Internal Revenue Service should question or challenge Provider’s independent contractor status, the parties mutually agree that all parties to this Agreement will have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service.

2. **Professional Judgment**. In the performance of all services under this Agreement, Provider is at all times acting as an independent contractor engaged in the delivery of professional services. Provider and its personnel, if any, will employ their own means and methods and exercise their own professional judgment in performing the services under this Agreement. The sole concern of the Local Authority under this Agreement is that, irrespective of the means selected, the services will be performed in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Local Authority and HHSC.

3. **Liability for Treatment or Service**. Nothing in this Agreement shall be deemed to change or alter any relationship which exists or may come to exist between the Provider and the person served. Provider shall have and be subject to the same duties, liabilities and responsibilities toward the Local Authority’s Consumers served as exist generally between Provider and its other patients. Further, the Utilization Review and Quality Management Procedures of the Local Authority shall not diminish the Provider’s obligation to render patients served consistently with the applicable standards of care.

## III. OBLIGATIONS OF THE PROVIDER

1. **Provision of Covered Services**. Provider agrees to provide Covered Services to the eligible Consumers of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties, Texas, to Local Authority’s designated individuals in accordance with the terms of this Agreement, admission criteria, and the Provider Manual. Provider will render services to all Covered Individuals in the same manner, subject to the same standards, and within the same time availability as offered to Provider’s other patients or clients. Provider will not discriminate on the basis of payment source in matters involving the provision of Covered Services to said individuals. Provider will not refuse to accept or continue to serve any individual unless the individual does not meet Priority Population, or Provider and Local Authority admission criteria.

- a. The professional services to be provided by Provider will be provided in accordance with the Plans of Care/Treatment Plans of Consumers.
- b. Provider agrees that no person who is eligible for services under this Agreement will be denied services solely on the basis of the person's arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing or conviction of a criminal offense.
- c. Provider agrees that it may not restrict or expand the definitions of Priority Population or any other Consumer served as defined in this Agreement.
- d. Provider agrees that it will not deny services to a Consumer served under this Agreement because of the Consumer's inability to pay.

2. **Authorization of Covered Services.** All authorizations for the provision of Covered Services will be approved by Local Authority only.

3. **Non-Exclusivity.** Nothing contained in this Agreement shall be construed to confer upon the Provider the exclusive right to render services to Consumers in any geographic area, and Local Authority explicitly reserves the right to contract with any other Provider in the geographic area of the Local Authority, Dallas, Ellis, Navarro, Hunt, Kaufman and Rockwall Counties, Texas.

4. **Referrals.** Consistent with sound medical practice and in accordance with accepted community standards, or as otherwise required by law, Provider agrees to coordinate Covered Services, and planning with Local Authority staff to assure continuity of Covered Services during and following Covered Services delivery. Provider's failure to obtain preauthorization, as defined in the Provider Manual per service from Local Authority, may result in Provider liability for charges incurred. In no event shall Provider seek compensation from the Consumer (or representative of the Consumer), Local Authority, or any payor for Provider's failure to obtain preauthorization of any services.

5. **Continuity of Care.** Provider agrees to participate in treatment planning with Local Authority staff through Care Management Manager and/or Utilization Manager to assure continuity of services for each Covered Individual.

6. **Quality Management and Utilization Management Programs.** Provider agrees to participate in, cooperate with, and comply with Local Authority Quality Management ("QM") and Utilization Management ("UM") activities and standards. Provider will be required to have a written QM Plan; identified quality related goals with supportive objectives; and implementation of processes to show progress towards goal attainment. Provider shall allow Local Authority to have access at any time to the treatment records of its Consumers as permitted by state and federal confidentiality laws. Provider understands that sanctions for noncompliance with Local Authority requirements may include termination of this Agreement. Provider understands that Local Authority will actively evaluate and oversee QM measures to ensure they meet and/or exceed Local Authority expectations and standards. Provider agrees to implement continuous QM to gain improvement in service delivery processes. Provider shall:

- a. Develop a QM Plan and conduct QM activities including organizational self-assessments and measures of satisfaction as specified by the Local Authority.
- b. Establish and conduct corporate compliance reviews, assessments, and implement remedies for identified areas of improvement.
- c. Comply with the Local Authority's monitoring procedures, including submission of reports and data and other information requested.
- d. Conduct monthly reviews to ensure that documentation of services are in compliance with the HHSC Data Verification definitions.
- e. Adhere to quality of care indicators including but not limited to the following:
  - 1) Appropriateness of admission/discharge to the program
  - 2) Unusual incident trends
  - 3) Unauthorized absences and outcomes
- f. Local Authority shall monitor each community services contractor's compliance with the contract and evaluate the contractor's provisions of services, including but not limited to:
  - 1) Competency of the contractor to provide care;
  - 2) Consumers' access to services;
  - 3) Safety of the environment in which services are provided;
  - 4) Continuity of care;
  - 5) Compliance with the performance expectations;
  - 6) Satisfaction of consumers and family members with services provided; and
  - 7) Utilization of resources.

7. **Response to Contract Monitoring.** The Local Authority is responsible for routine monitoring of this Agreement to ensure the Provider complies with the terms of this Agreement, with the responsibilities and requirements of HHSC through contractual obligations with NTBHA, and to ensure that performance measures and monitoring outcomes are appropriately met and managed.

8. **Covered Individual Appeals and Complaints.** Provider agrees to abide by, and cooperate with, Local Authority's complaint, grievance, and appeal processes maintained fairly and expeditiously to resolve a Covered Individual's and/or Provider's concerns pertaining to any service provided by Provider and/or to allow a Covered Individual or Provider to appeal determinations that a service was not authorized. Notice of adverse determinations that a service is not Medically Necessary will be communicated to consumers by the Provider and in accordance with applicable federal, state, or local laws, rules, or regulations to which the NTBHA program is subject. Provider agrees to cooperate with and participate in Local Authority's procedures and those of other payors to resolve any complaints by Covered Individuals regarding Provider's services. Provider agrees to inform in writing Covered Individuals served by the Provider of the right to file a complaint regarding Provider in accordance with Local Authority's complaint process. Provider agrees to take such corrective action as required by Local Authority to resolve any complaint related to its provision of services pursuant to this Agreement.

- a. Covered Individual(s) can initiate complaints via the Local Authority's Client Rights Officer or his/her case manager. A notice to NTBHA consumers must be posted on Provider premises concerning the process for resolving complaints, including the Texas Department of Insurance's toll-free number.
- b. Provider shall furnish such current administrative policies and procedures, data and/or documentation as Local Authority or its designee may reasonably request. In the event deficits are found, Local Authority reserves the right to re-audit Provider's site to ensure remedial efforts for improvement have been implemented. Following on-site audits, Local Authority will deliver to the Provider a list of comments with regard to the manner in which services are being provided. Failure to provide a plan of improvement, and correction (or justification for lack of action) within a reasonable time as specified by the Local Authority may result in sanctions including the termination of this Agreement.

9. **Transfer to Another Provider.** Providers aware of Covered Individuals wishing to transfer/change Providers after services have already begun must notify the Covered Individuals with appropriate referrals and coordination to complete transfer to desired Provider.

10. **Marketing.** Provider hereby authorizes Local Authority to identify Provider in Local Authority's Provider Directory. This identification may only include Provider's name, address, telephone number, and Provider profile with a description of Provider's services and facilities. Notwithstanding the Provider Directory, Provider additionally authorizes Local Authority to maintain and make available to Consumers and potential Consumers, current information on Provider as would be available for each Provider of community services participating in the network. Provider is aware that material may include results from Consumer satisfaction surveys. In all other respects, Local Authority and Provider reserve the right to control the use of their respective names, symbols, trademarks and service marks existing or established during the term of this Agreement. Provider shall obtain prior approval in writing to use Local Authority's name in any promotional materials. Any use of the Local Authority's name in advertising or any other promotional material by the Provider must be approved by the Local Authority in writing prior to distribution of materials.

11. **Qualifications.** Necessary documentation regarding Provider's professional and educational qualifications and any additional required qualification documentation are set forth in Information Item A, as published by HHSC.

12. **Authority Approval of Provider Personnel.** Provider agrees not to subcontract any services until approval of such subcontractors are approved by Local Authority in writing. Any subcontractors or employees of Provider are the direct responsibility of Provider. Provider further agrees to secure from any assignee or subcontractor their written agreement to comply with all of the terms and conditions, including without limitation the representations and warranties made herein, of this Agreement. Provider further understands and agrees that the subcontracting or assignment of any of the terms or conditions of this Agreement does not release or excuse the Provider from its obligations to perform under this Agreement.

13. **Representations and Warranties.**

- a. Provider represents and warrants at all times during this Agreement, that Provider, its officers, employees, and agents will comply with:

- 1) The terms of this Agreement, all applicable policies of the Local Authority, policies as specified in the Provider Manual; and
- 2) All applicable local, state, and federal laws, rules, regulations, handbooks, standards and guidelines now in effect and that become effective during the term of this Agreement including but not limited to all applicable standards set forth by HHSC and found in Title 26 of the Texas Administrative Code, Chapter 301, Subchapter G and Title 40 of the Texas Administrative Code, Chapter 5, a current copy of which may be requested from the Local Authority or may be obtained at the following website address: [www.sos.state.tx.us/tac/index](http://www.sos.state.tx.us/tac/index).

b. Provider, its officers, employees, and agents, will maintain, as applicable to service delivery, any certifications, registrations, or licenses, set forth in the Provider Manual and applicable law, and are required to remain in good standing in its/his/her profession during the term of the Agreement. Additionally, Provider must inform the Local Authority immediately of any changes -- including any court or governmental agency proceeding, investigation, termination, reduction, revocation or suspension -- to any certifications, registrations, or licenses held by the Provider, its officers, employees, or agents. Provider shall submit a written report to Local Authority within three (3) calendar days of any allegation that a professional licensed or certified by the State of Texas and employed by the Provider has committed an action that constitutes grounds for the denial, suspension, or revocation of the certification or licensure. If Provider's employee receives a denial, suspension, or revocation, and Provider fails to remove such employee from providing Covered Services to Covered Individuals, then this Agreement may be immediately terminated without prior notice.

c. Provider will ensure the performance of services within the standards and scope of its profession and in a manner designed to assist in the Local Authority's efficient operation of the Local Authority. Provider agrees to interact with Local Authority staff, other Providers with the Local Authority, and consultants in a cooperative manner. The adequacy of the performance of this obligation will be determined at the Local Authority's sole discretion.

d. The Provider represents and warrants that the execution and performance of this Agreement by Provider will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which Provider is a party.

e. The Provider represents and warrants that AIDS/HIV workplace guidelines, similar to those adopted by HHSC, and AIDS/HIV confidentiality guidelines, consistent with state and federal law, will be adopted and implemented by the Provider.

f. The Provider represents and warrants that at the time of executing this Agreement, neither Provider, its officers nor directors are currently held in abeyance or barred from the award of a federal, state or county contract. Provider agrees to disclose this information in the event such abeyance occurs at any time during the term of this Agreement, pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376. This provision shall be included in its entirety in an Provider's subcontracts if payment in whole or in part is from federal funds. Such disclosure shall include when Provider:

- 1) is held in abeyance from or barred from the award of a federal, state or county contract or if this occurs anytime during the term of this Agreement;
- 2) has been convicted of a criminal offense related to any county, state or federally funded program;
- 3) is placed on "vendor hold" status for any county, state, or federally funded Local Authority or program; or
- 4) is placed on the Federal Government's terrorism watch list, as described in Executive Order 13224.

g. The Provider represents and warrants that under Texas Government Code Section §2155.004 (relating to financial participation in preparing solicitations), Section §2155.006 and Section §2261.053 (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), that Provider is not ineligible to receive this Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

h. Provider represents and warrants that it/he/she is not more than thirty (30) days delinquent in child support payments and is eligible to receive payments from state funds as required by Texas Family Code §231.006.

- i. Pursuant to Section §2155.003, Texas Government Code and 34 TAC §20.157, Provider has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement and its Solicitation.
- j. Parties represent and warrant that compliance with the Texas Government Code section §2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
- k. Pursuant to Section §2252.901, Texas Government Code, relating to prohibitions regarding contracts with and involving former and retires state agency employees, Provider will not allow any former employee of the state agency to perform services under this contract during the twelve-month period immediately following the employee's last date of employment at the state agency. Provider also acknowledges that, pursuant to Section §572.069 of the Texas Government Code, a former state officer or employee of the state agency or NTBHA who during the period of state service or employment participated on behalf of the state agency or NTBHA in a procurement or contract negotiation involving Provider may not accept employment from Provider before the second anniversary of the date the officer/employee's service/employment ceased.
- l. Provider represents and warrants that it/he/she is not currently an employee of the Local Authority.
- m. Provider represents that Provider is currently in good standing for state tax, pursuant to the Texas Business Organization Code ("TBOC") and is not currently delinquent in the payment of any other franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- n. Contractor understands that the Enterprise Agency does not tolerate any type of fraud. The Enterprise Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and Enterprise Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

14. **Receipts and Records.** Provider agrees to provide the Local Authority upon request with original receipts for the purchases of all goods and services involving the use of Local Authority funds as well as all other financial and supporting documents and statistical records. Provider shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to the Local Authority, including Plans of Service, for a period of six (6) years from the latest date of the expiration or termination of this Agreement.

15. **Immigration Reform and Control Act.** Provider agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.

16. **Reports of Abuse and Neglect.** Provider must report any allegations of abuse, neglect, or exploitation to the Texas Department of Family and Protective Services (DFPS) at 800-252-5400 and to Local Authority's QM Department at [qm@ntbha.org](mailto:qm@ntbha.org) or 877-653-6363 in compliance with federal and state law, and Local Authority policies and procedures. Reporting to the Local Authority's QM Department shall include (1) a written incident report completed by the individual who reported the allegation to DFPS, (2) DFPS report number, and (3) be submitted within 48 hours of knowledge of allegation.

17. **Required Information for Criminal Conviction Checks.**

- a. Provider shall provide to the Local Authority proof that criminal history record checks have been conducted on Provider/subcontractor's officers, employees, and agents whose duties place them in direct contact with Consumers, pursuant to Texas Health and Safety Code, Section §533.007 and Chapter 250, the Texas Government Code, Section §411.115.
- b. If an officer, employee, or agent of the Provider/subcontractor has a criminal history relevant to his or her employment, then the Provider/subcontractor will take appropriate action with respect to the officer, employee, or agent, including terminating or removing the officer, employee, or agent from direct contact with Consumers with a mental disability served by the Provider/subcontractor; and
- c. If Provider/subcontractor's officer, employee, or agent has such a conviction, and Provider/subcontractor fails to remove such officer, employee, or agent, then this Agreement may be terminated without prior notice.

d. Provider/subcontractor shall provide the Local Authority with a letter of assurance upon request or by no later than January 15 of each calendar year that an annual criminal background check (such as the Texas DPS criminal check) has been conducted on all Provider/subcontractor's officers, employees, and agents who have direct contact with Consumers, and that Provider/subcontractor is in compliance with the terms of this Agreement. Failure to provide the requested information may result in suspension and/or termination of this Agreement.

18. **Pre-Employment Drug Screening.** Service Providers must maintain a drug-free work environment and complete a pre-employment drug screening in accordance with Title 25 of the Texas Administrative Code, Part 1, Chapter §448.601 (e), on all applicants hired after August 31<sup>st</sup>, 2004.

19. **Provider's Governing Body.** Upon request, Provider agrees to provide Local Authority with a list of the members of Provider's governing body, if applicable.

20. **Retention of Records.** Provider agrees to retain all records pertinent to the Agreement, including appropriate treatment plans, for a period of six (6) years. Provider shall retain for six (6) years following the latest date of the expiration or termination of this Agreement, or the termination of Covered Services, or for a longer period if required by statute or regulation, PHI and all records, reports, and source documentation related to services and treatment sufficient to support an audit concerning expenses and services.

21. **Optimizing Revenue.** Provider agrees to optimize earned revenues and maintain best cost value through coordination of insurance benefits and third-party revenues.

22. **Responsibility for Consumer Funds.** If Provider assumes responsibility for the funds of a Consumer, Provider will abide by written policies approved by the Local Authority and will protect and account for such funds in accordance with generally accepted accounting principles.

23. **Medical Care.** If Consumer receiving services from Provider requires immediate and/or emergency medical attention during the delivery of the services, Provider agrees to provide or procure appropriate hospital, surgical, medical, and dental care for the Consumer as specified in Provider's emergency policy and procedures.

24. **Solicitation prohibitions involving Potential Consumers.** Provider agrees and is aware that Provider is prohibited from the following, and any violation will result in immediate termination of this Agreement:

- Offering any gift with a value in excess of \$10 to potential Consumers; and,
- Soliciting potential Consumers in person, through direct mail, by telephone or other means of communication.

25. **Managed Care Organizations.** Provider shall make a reasonable effort to join a managed care network as a provider. Failure to make such effort is grounds for immediate termination of this Agreement.

26. **Credentialing.** Provider agrees and represents that its licensed staff and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to Consumers by such Provider and staff. Local Authority will review all of the Provider's officers, staff, employees, and agents at the professional level (i.e. licensed staff). Provider will maintain completed credentialing application forms and submit updated rosters to the Local Authority for each licensed professional providing services to Covered Individuals on a semi-annual basis. These files and rosters are subject to audit by Local Authority. Provider must make modifications to its own credentialing process to meet or exceed standards set forth by Local Authority's credentialing policies and procedures.

27. **Assignment.** Provider assigns to Local Authority any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States 15 U.S.C. Section 1, et seq. (1973), as amended, and the antitrust laws of the State of Texas, Tex. Bus. & Com. Code Ann. Sec. 15.01 et seq. (1967), as amended.

28. **Telemedicine Medical Services.** If Provider provides telemedicine medical services, Provider represents that the services are implemented in accordance with written procedures and using protocol approved by the Provider's medical director that includes the following requirements:

- Clinical oversight by Provider's designated physician responsible for medical leadership;
- Contraindication considerations for telemedicine use;
- Priority in scheduling the system for clinical care of Consumers;
- Quality oversight and monitoring of satisfaction of the Consumers served; and
- Management of information and documentation for services that allows timely access to accurate information between the two sites.

29. **Training.** Provider agrees to participate in Provider Training as required and approved by the Local Authority. Proof of all required training shall be maintained by the Provider and made available on request by the Local Authority within thirty (30) calendar days of Agreement start date (all training needs to occur

before the Provider serves Consumers). Required training may be obtained from the Local Authority, NTBHA QM, and/or NTBHA designee; however, Provider shall not bill Local Authority for said training hours. Failure to obtain and/or keep current required training will be deemed non-compliance and may be grounds for termination of this Agreement.

#### IV. REIMBURSEMENT OF SERVICES

1. **Bills for Payment.** Provider will submit Certified Covered Services Encounter Claims by the tenth day of each calendar month following the month the services were rendered in accordance with the Statement of Work.
2. **Acceptance of Payment.** Provider will accept payment received from Local Authority in accordance with the Reimbursement Schedule set forth in the Statement of Work as payment in full for Covered Services provided pursuant to this Agreement. Provider shall not submit a claim or bill or collect compensation from a Consumer. Further, Provider shall not submit a claim or bill or collect compensation from Local Authority for any Non-Covered Service, Service(s) eligible or covered by any third-party payor, State/Federal Grant funding, or Benefit/Assistance programs outside of NTBHA funding.
3. **Coordination of Covered Individual's Benefits.** Provider agrees to cooperate with Local Authority in coordination of Covered Individuals' benefits, to provide Local Authority any relevant information that Provider may reasonably have relating to any other coverage held by a Covered Individual, and to abide by the coordination of benefits, subrogation and duplicate coverage policies as set forth in the Provider Manual. Provider acknowledges that Local Authority is considered the payor of last resort and that all other funding sources must be exhausted prior to billing Local Authority for authorized Covered Services. It is the obligation of the Provider to submit written evidence documenting its efforts to collect fees from any and all payment sources prior to submitting claims to Local Authority. Provider agrees that Local Authority reserves the right to refuse payment to Provider.
4. **Non-Covered Services.** Provider agrees that compensation for providing Non-Covered Services will be solely between the individual and the Provider, and that the individual must be informed in writing before such services are provided, and that Local Authority is not responsible for payment for such services. Prior to providing any non-covered services to any individual, Provider shall, in writing, advise the individual (a) of the nature of the service; (b) that the service is a Non-Covered Service for which a payor will not pay; and (c) that the individual will be responsible for paying for the service. Provider shall request individual to sign such writing and return to Provider.
5. **Overpayment.** In the event a Provider receives an overpayment for services performed, Provider and Local Authority mutually agree that such identified overpayment will be deducted in total from the following month's payment, unless the Local Authority's Legal Department states that the overpayment should be withheld immediately.
6. **Referrals and Utilization.** The Local Authority does not guarantee utilization of the Covered Services to be provided under this Agreement. Provider acknowledges that there is no warranty or guarantee that Provider will be utilized by an individual or any number of Covered Individuals. Provider further acknowledges that the parties do not intend to create an exclusive arrangement by this Agreement.
7. **Franchise Tax.** If Provider is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments to the Provider due under this Agreement may be withheld until such delinquency is remedied.

#### V. RESPONSIBILITIES OF LOCAL AUTHORITY

1. **Provider Manual.** Local Authority shall maintain a Provider Manual, available to view or download on its website. Local Authority may amend the Provider Manual from time to time, at its sole discretion, with the most up-to-date version published online, at <https://ntbha.org/providers/manuals-forms/>
2. **Payment.** Local Authority will pay Provider for charges verified and billed for which Local Authority has authorized in accordance with the Statement of Work. In consideration of the obligations undertaken by Provider, Local Authority projects to pay Provider for charges submitted by Provider for the provision of Covered Services, during the term of this Agreement. This projection in no way guarantees a maximum amount or utilization of Provider by a Consumer or any number of Consumers. *This Agreement is at all times contingent upon the approval of HHSC and the availability and receipt of state or federal funds, and if*

*funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Local Authority. Provider understands and agrees if this Agreement is modified or terminated due to an insufficient amount of state or federal funds allocated to Local Authority, the Local Authority shall not be responsible for any amounts allegedly owed to Provider.*

3. **Provider Reporting.** Unless otherwise instructed, all required and requested submissions or reporting shall be sent to the email provided below, when electronic versions are permitted, or to the address provided below for paper copies and originals.

North Texas Behavioral Health Authority  
Heath Frederick, Contracts Director  
(469) 523-0529 – [hfrederick@ntbha.org](mailto:hfrederick@ntbha.org)  
Contracting Dept (Cc: [contracts@ntbha.org](mailto:contracts@ntbha.org))  
8111 LBJ Frwy., Suite 900  
Dallas, TX 75251

4. **Freedom of Choice.** Local Authority shall allow Consumers to choose freely any participating Provider within the network without influence by any Local Authority staff or representative.

## VI. RECORDS, CONFIDENTIALITY, AND ACCESS

1. **Disclosure Under the Texas Public Information Act.** The Local Authority operating under the Texas Public Information Act is required upon written request to release information regarding Provider which may include Provider Profile or other documents. Information deemed proprietary by Provider must be clearly indicated as such and may still be subject to disclosure depending on a ruling from the Attorney General's Office. Provider shall be solely responsible for contesting or defending the release of any information it deems to be proprietary and hereby releases the Local Authority from any duty, responsibility, or liability with regard to the release of any information delivered to the Local Authority by Provider.
2. **Records.** Provider will create and maintain records in accordance with the Provider Manual and this Agreement.
3. **Confidentiality of Records of Covered Individuals Served by This Agreement.** Provider agrees to comply with all applicable Health Insurance Portability and Accountability Act of 1996 ("HIPAA") regulations including the HHSC Data Use Agreement incorporated by reference to this Agreement. In accordance with HIPAA and the Privacy Rule (45 CFR Parts 160 and 164):
  - a. Provider agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with Consumer's information, if any, accessed or generated during services as a Provider for the Local Authority, that Provider and its officers, employees, agents and subcontractors are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information.
  - b. Provider agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a Consumer with respect to alcohol or drug abuse, Provider and its officers, employees and agents are bound by the provisions of 42 C.F.R. Part 2.
  - c. Provider agrees to follow, undertake, or institute appropriate procedures of safeguarding Consumer's information, if any, with particular reference to Consumer identifying information or protected health information. The term "Consumer identifying information" and/or "protected health information" includes, but is not limited to, a Consumer's medical record, graphs, or charts; statements made by the Consumer, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a Consumer is or has received services at the facility, center, or other designated provider.
  - d. Provider agrees to resist in judicial proceedings any efforts to obtain access to protected health information pertaining to Consumers except as expressly stated in applicable laws, rules and regulations. Provider agrees to inform the Local Authority of any attempts to gain access to protected health information pertaining to Consumers.
  - e. Provider agrees to report to Local Authority any use or disclosure of protected health information not provided for by this Agreement.
  - f. Provider agrees to make available to the appropriate federal or state agency its internal practices, books, records, and policies and procedures or those of Local Authority used by Provider related to

the use and disclosure of protected health information for the purpose of determining Provider's compliance with the Privacy Rule.

g. Provider agrees to maintain documentation of, and information related to its uses and disclosures of protected health information to permit Local Authority to provide an accounting of disclosures as prescribed by 45 CFR §164.528.

h. Provider acknowledges that Local Authority is not permitted to enter into any agreement with Provider to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of Local Authority without requiring that Provider to first execute the Subcontractor Agreement Form, which ensures that the Provider (Subcontractor) will comply with the identical terms, conditions, safeguards and restrictions as contained in the Data Use Agreement ("DUA") for PHI executed between the Local Authority and HHSC. A copy of the executed DUA is available upon request.

4. **Access to Facilities, Books and Records by Local Authority or HHSC.** Pursuant to Texas Health and Safety Code §534.061, Provider agrees to allow the Local Authority or other authorized governmental agencies unrestricted access during usual business hours to all facilities, service providers, individuals served, records, data, and other information as necessary to enable HHSC and the Local Authority or other authorized agencies to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement. Provider authorizes Local Authority and HHSC or their designated agents to make copies of, at no charge, Provider's medical, financial and administrative books, documents, and records related to providing services to Covered Individuals and the cost thereof, subject to applicable laws and regulations.

5. **Right of Audit and Recovery.** Provider hereby authorizes Local Authority to conduct retrospective audits of Provider's claims and other records related to any service rendered to a Covered Individual for a period of up to two (2) years following payment to Provider. In the event such an audit reveals that Provider was paid by Local Authority for services not rendered or properly documented, Local Authority may recover any compensation paid to Provider for such services, and Provider agrees to pay Local Authority within thirty (30) calendar days such amount as determined by the Local Authority to have been paid for services not rendered or not properly documented.

## VII. INSURANCE

1. **General Policy Requirements:** Provider agrees to maintain the following insurance policies, with the specified coverages and limits, to protect and insure the Local Authority and Provider against any claim for damages arising in connection with Provider's responsibilities or the responsibilities of Provider's personnel under this Agreement and all extensions and amendments thereto.

a. Policies, Coverages, and Endorsements.

(A): Commercial General Liability	
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$500,000
Each Occurrence	\$500,000
Fire Legal Liability	\$50,000

*Note: Limits shown above shall apply to Abuse and Molestation claims without sub-limits or exclusions.*

(B): Professional Liability	
General Aggregate	\$1,000,000
Each Occurrence	\$500,000

(C): Business Automobile if transporting Consumers	
Combined Single Limit Bodily Injury & Property	\$500,000

(D): Workers' Compensation & Employers' Liability	
Medical & Indemnity	Statutory Requirements
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit

(E): Medical Malpractice Insurance for Physicians if applicable	
General Aggregate	\$3,000,000
Each Occurrence	\$100,000

(F): Providers that are self-insured through their own self-insurance program must comply with all the insurance regulations applicable to the Provider and shall furnish appropriate evidence to the Local Authority of the existence of such coverage for the services being provided to the Local Authority.

- b.** Insured Parties. All policies excluding professional liability and worker's compensation shall contain a provision naming the Local Authority (and its officers, agents and employees) as an Additional Insured Party and a Certificate Holder on the original policy and all renewals or replacements during the term of this Agreement.
- c.** Subrogation. All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Local Authority, its officers, agents or employees.
- d.** Proof of Insurance. The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Local Authority must be listed as an Additional Insured Party (excluding professional liability and worker's compensation) and the Certificate Holder, and which should be furnished to the Local Authority prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Local Authority may withhold payments under the terms of this Agreement until the Provider furnishes the Local Authority copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.
- e.** Cancellation. New Certificates of Insurance shall be furnished to the Local Authority at the renewal date of all policies named on these Certificates. Provider shall give the Local Authority thirty (30) calendar days prior written notice of any proposed cancellation of any of the above described insurance policies.
- f.** Providers that are self-insured through their own self-insurance program must comply with all regulations applicable to the Provider and shall furnish appropriate evidence to the Local Authority of the existence of such coverage for the services being provided to the Local Authority.
- g.** If Provider is a Texas state agency or governmental entity, including an institution of higher education of the State of Texas, subject to Chapters 101 and 104 of the Texas Civil Practice and Remedies Code, it shall not be required to maintain the insurance coverage set forth in Part VII. herein. In lieu of such coverages, Provider agrees to maintain a self-insurance plan for Professional Liability Insurance, and a self-insured Worker's Compensation Insurance Plan pursuant to Texas Labor Code Chapter 502, 503 or 504 as applicable. Providers authorized pursuant to the Texas Education Code must comply with all regulations applicable to the Provider and shall furnish appropriate evidence to the Local Authority of the existence of such coverage for the services being provided to the Local Authority.

## **VIII. INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the Local Authority and/or its officers, employees, agents, and representatives from any and all claims, actions, suits, demands, proceedings, judgment, costs, damages, and liabilities, including attorneys' fees and court costs arising out of, connected with, or resulting from:

- Provider's performance of the Agreement, including any negligent acts or omissions of Provider, or any officer, agent, employee, subcontractor, or supplier of Provider, or any third party under the control or supervision of Provider, in the execution or performance of this Agreement; or
- Any breach or violation of a statute, ordinance, governmental regulation, standard, rule, or breach of contract by Provider, any officer, agent, employee, subcontractor, or supplier of Provider, or any third party under the control or supervision of Provider, in the execution or performance of this Agreement; or
- Employment or alleged employment, including claims of discrimination against Provider, its officers, agents, employees, subcontractors, or suppliers; or
- Work under this Agreement that infringes or misappropriates any right of any third person or entity based on copyright, patent, trade secret, or other intellectual property rights.

Provider shall provide written notice to Local Authority of any claim, whether actual or threatened, promptly upon receipt of notice thereof. Provider will coordinate its defense with the Local Authority and its counsel, if requested by Local Authority. This paragraph is not intended to and will not be construed to require Provider to indemnify or hold harmless the Local Authority for any claims or liabilities resulting solely from the gross negligence of the Local Authority or its employees. The provisions of this section will survive termination of this Agreement.

## IX. TERM AND TERMINATION

1. **Term.** This Agreement is effective from August 1<sup>st</sup>, 2025, to August 31<sup>st</sup>, 2026. In the event Local Authority and Provider are negotiating, preparing, and/or reviewing the services of Provider for renewal, this Agreement shall automatically extend for sixty (60) calendar days or until such time as a renewal agreement is approved by the Local Authority's Board of Trustees, whichever comes first.
2. **Immediate Termination.** Local Authority may terminate this Agreement immediately if (a) Local Authority does not receive the funding to pay for designated services under this Agreement from the Texas Legislature, HHSC, or DADS (\***Fund Availability**); (b) Local Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of the Consumers with mental disability served under this Agreement; (c) Provider has become ineligible to receive Local Authority funds; (d) Provider or its employees has its Texas license or certification suspended or revoked; (e) in the case of Providers providing direct services to Consumers, failure to disclose a criminal arrest, deferred adjudication, and/or conviction; (f) the Provider submits falsified documents and/or fraudulent billings, or if the Provider makes false statements; (g) Provider violates Section III of this Agreement; (h) Provider commits any violations of any HIPPA requirements; (i) Provider violates the Local Authority's Privacy Policy, Procedures, and/or Practices; or (j) Provider violates any provision contained in this Agreement.
  - \* **Fund Availability.** This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Local Authority has allocated to this Agreement, and if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the sole discretion of the Local Authority.
3. **Termination Without Cause.** Local Authority reserves the right to terminate this Agreement, without cause, upon written notice to the Provider no less than thirty (30) calendar days prior to end date.
4. **Effect Upon Notice of Termination.** Upon notice of termination, Provider will cooperate fully with Local Authority in the transfer of Covered Individuals to other providers. Provider recognizes that during any notice period preceding the effective date of termination, Local Authority, may at its sole discretion, deny authorization to Covered Individuals to receive Covered Services from Provider.
5. **Effect upon Termination.** Upon termination, the rights of Local Authority and Provider under this Agreement will terminate, except that termination will not release the parties of their respective obligations with respect to:
  - a. Payments accrued for authorized Covered Services by Provider prior to termination of this Agreement;
  - b. Provider's agreement not to seek compensation from Covered Individuals for Covered Services prior to termination of this Agreement;
  - c. The continuation of Provider's service(s) for Covered Individuals receiving Covered Services from Provider until continuation of the Covered Individuals' service can be transferred by Local Authority. Local Authority will reimburse Provider for such service pursuant to the terms of this Agreement; and
  - d. Requirements of this Agreement regarding confidentiality and record retention will survive this Agreement.
6. **Changes to Provider Service/Operation.** The opening and/or closure of a line of business, line of service, facility or location, and/or any operational changes that impact service delivery or the performance of this Agreement, including the termination of said Agreement, must be reported to Local Authority via written notice ninety (90) calendar days prior to the proposed change. Provider shall also notify NTBHA of any new partnerships and/or collaborations that affect NTBHA or the NTBHA Provider Network.
7. **Dispute Resolution.** All disputes or controversies arising under or related to this Agreement shall first be attempted to be resolved through good faith efforts between the parties.
8. **Renewals.** Contingent upon Funds Availability, and at the full discretion of NTBHA, this Agreement and any program attachments, as amended, may be renewed for additional twelve-month terms.

## X. NON-COMPLIANCE BY THE PROVIDER

1. **Penalties/Sanctions**. The failure of the Provider to perform any responsibility set forth in this Agreement, its exhibits or attachments, or any law, regulation, rule or requirement incorporated by reference may result in any one or more of the following penalties to be imposed or taken by the Local Authority, subject to notice as provided herein:
  - a. Provider training and technical assistance;
  - b. Submission of a Plan of Correction to the Local Authority;
  - c. Return funds to the Local Authority:
    - 1) For serving Non-Covered Individuals with Local Authority funds subject to this Agreement or
    - 2) For using Local Authority funds for unauthorized purposes.
  - d. Withholding by the Local Authority, in whole or in part, any payments due and owing to the Provider until the Provider has cured any breach of this Agreement to the satisfaction of the Local Authority;
  - e. Requiring service delivery at no additional cost to the Local Authority;
  - f. Suspending participation in the Provider Network;
  - g. Unilateral Contract Amendment;
  - h. Contract termination; and
  - i. Legal action to protect or remove Consumers when the life, health, welfare, or safety of one or more Consumers is endangered, or could be endangered or if the Local Authority has a reasonable belief that the Provider has engaged in the misuse of state or federal funds, fraud, or illegal acts.

If Local Authority is able to demonstrate a direct link between a sanction or penalty imposed upon Local Authority by HHSC or any other state agency due to Provider's performance, Provider will refund/reimburse/remit, upon request, to Local Authority those portions of the sanction/penalty assessed to Local Authority. Examples of such instances would be documentation chart audits, CARE accuracy, failure to report accurate and timely information/data, and etc.

2. **Imposition of Sanctions**. Local Authority may, at its own discretion, impose remedies and sanctions for noncompliance with requirements of this Agreement. Local Authority retains sole discretion to determine which situations constitute noncompliance and will determine appropriate remedies and sanctions on a case-by-case basis. High level deficiencies in compliance, as determined by Local Authority, may result in a suspension of contract until remedied.
3. **Appeals**. Any Provider receiving a "Notice of Penalties" may appeal the imposition by filing a "Notice of Appeal" with the Local Authority's Chief Executive Officer, in accordance with the timeline provided in the Notice of Penalties. Written Notice of Appeals must address the finding(s) in question and provide clear justification for repeal. In the event a written Notice of Appeals meets all stated requirements, a decision will be made no later than fifteen (15) calendar days of the date of receipt of the Notice of Appeal.

## XI. MISCELLANEOUS

1. **Nondiscrimination**. Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1991 and Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.
2. **Corporate Compliance**. Local Authority has an ongoing commitment that its affairs are conducted in accordance with applicable law and sound ethical business practice. Provider agrees to adopt and implement a Business Code of Conduct and Corporate Compliance Plan, if applicable, similar to those adopted by Local Authority and consistent with state and federal law. Provider shall develop and implement a process for its

employees, volunteers and subcontractors to report possible compliance issues including a process for such reports to be fully and independently reviewed.

3. **Professional Conduct.** During the term of this Agreement, Provider shall not engage in a business, calling, treatment, conduct or enterprise which is or may be, in Local Authority's sole discretion, contrary to the interest, benefit, or reputation of Local Authority. Provider will conduct its/his/her relationships with Local Authority and its employees and consumers referred by Local Authority in a professional and positive manner and not make untruthful or otherwise disparaging statements regarding its/his/her relationship with Local Authority, its employees or persons served.
4. **Lobbying and Political Activity.** Provider shall not use funds received under this Agreement to pay any person for influence or attempting to influence an officer or employee or any agency, federal or state, 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 contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant.
5. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Local Authority and Provider.
6. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
7. **Additional Requirements/Renegotiation.** If Provider is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Provider's rights or obligations under this Agreement or places a significant financial burden on the Provider, the Provider may, upon giving sixty (60) calendar days written notice to Local Authority of such intention, be entitled to discuss amendments to the Agreement.
8. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in a state or federal district court of Dallas County, Texas.
9. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Local Authority or Provider at the address below. The notice shall be effective on the date of delivery indicated on the return receipt. Carbon copies may be provided to the email address(es) below:

If to the Local Authority:

Carol E. Lucky  
Chief Executive Officer  
8111 LBJ Frwy., Suite 900  
Dallas, TX 75251  
[clucky@ntbha.org](mailto:clucky@ntbha.org)  
[contracts@ntbha.org](mailto:contracts@ntbha.org)

If to Provider:

Attn: Shannon Failes  
Chief Executive Officer  
7000 US 287 Frontage Rd.  
Arlington, TX 76001  
[shfailes@perimeterhealthcare.com](mailto:shfailes@perimeterhealthcare.com)

10. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).
11. **Exhibits and Provider Manual.** All Exhibits and the Provider Manual referred to in this Agreement and attached hereto are incorporated into this Agreement by reference.
12. **Authority to Bind Local Authority.** This Agreement is not binding upon the Local Authority unless and until it has been executed by the Chief Executive Officer or Executive Director.
13. **Provider's Authority.** The person or persons executing and signing this Agreement on behalf of the Provider represent that they have been fully authorized by the Provider to execute the Agreement and to legally bind the Provider to all the terms and provisions of the Agreement.
14. **No Third-Party Beneficiary.** Unless otherwise specifically stated in this Agreement, nothing in this Agreement is intended to, or shall be deemed or construed to, create any rights or remedies in any third party, including a Consumer. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to create any rights of any Consumer or duties or any responsibilities of Provider or Local Authority with respect to such Consumer.
15. **Electronic or Facsimile Signatures and Duplicate Originals.** Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it

is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

**16. Attachments.** The following exhibits, schedules, and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement in full.

- NTBHA Provider // Key Personnel Contact List & Clinic Locations
- Attachment A: \_\_\_\_\_ Statement of Work
- Attachment A.01: \_\_\_\_\_ Data Use Agreement-Subcontractor Attachment (A.01)
- Attachment B: \_\_\_\_\_ Business Associate Agreement (NTBHA-BAA)
- Exhibit No. 1: \_\_\_\_\_ TxHHS Uniform Terms and Conditions (UTC)
- Exhibit No. 2: \_\_\_\_\_ HHSC Additional/Supplemental Conditions, if applicable

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement by their respective authorized representatives as evidenced by their signatures, with an execution date indicated by the last signatory below.

**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

**PERIMETER BEHAVIORAL HOSPITAL OF ARLINGTON, LLC**

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Signature

**Carol E. Lucky, MAHS - C.E.O.**

Printed Name and Title

---

Date Signed

---

Signature

**Shannon Failes, C.E.O.**

Printed Name and Title

---

Date Signed

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 456-2025 Ratify HHSC Mental Health Grant for Justice-Involved Individuals for FY 2026—FY 2027 (Contract No. HHS001545200025)

**DATE:** August 13, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratify the signature of the CEO on the HHSC Mental Health Grant for Justice-Involved Individuals for FY 2026—FY 2027 (Contract No. HHS001545200025).

**DONE IN OPEN MEETING** this the 13th day of August 2025

Recommended by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #25: Resolution 456-2025 Ratify HHSC Mental Health Grant for Justice-Involved Individuals for FY 2026—FY 2027 (Contract No. HHS001545200025)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Mental Health Grant for Justice-Involved Individuals for FY 2026—FY2027 (Contract No. HHS001545200025)

#### **Background:**

The purpose of this Grant Agreement (formerly referred to as SB 292) is to provide matching grants to county-based community collaboratives to reduce rates of recidivism, arrests, and incarcerations amongst individuals with mental illness and to also reduce wait times for individuals with mental illness placed on forensic commitment to a state hospital. NTBHA received funding from HHSC for this allocation.

With this funding, NTBHA participates in an Interlocal Agreement with Dallas County to provide the following services to individuals involved with the criminal justice system in Dallas County: 1. Jail-In-Reach, 2. Competency Restoration, 3. Mental Health District Attorney Care Coordinators, 4. Jail-Based Care Coordinators, 5. Deflection Center, and 6. Community Based Crisis Services.

#### **Evaluation:** NA

#### **Financial Information:**

Total HHSC funds for FY 2026—FY 2027: \$5,680,064.00

Total Match Required for FY 2026—FY 2027: \$5,680,064.00

**Implementation Schedule:** Upon ratification by the NTBHA board.

**Attachments:** 25. MHGJII HHS001545200025 FY26-FY27

**Aligns with Visions #1, 2, 3, and 4**

**NTBHA Strategic Visions**



**Vision #1 NTHBA will maintain a competent and committed workforce.**

**Vision #2 NTBHA will facilitate access to behavioral health services.**

**Vision #3 NTBHA will manage core operations efficiently and effectively.**

**Vision #4 NTBHA will identify and develop additional opportunities for service area development.**

**Presented By:** Carol Lucky, Chief Executive Officer

**SIGNATURE DOCUMENT FOR  
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT,  
CONTRACT NO. HHS001545200025  
UNDER THE  
MENTAL HEALTH GRANT FOR JUSTICE-INVOLVED INDIVIDUALS**

The parties to this agreement (“Grant Agreement” or “Contract”) are the Texas Health and Human Services Commission (“System Agency” or “HHSC”) and North Texas Behavioral Health Authority (“Grantee”), having its principal office at 8111 LBJ Fwy, Suite 900, Dallas, TX 75251 (each a “Party” and, collectively, the “Parties”).

**I. PURPOSE**

The purpose of this Grant Agreement is to provide matching grants to county-based community collaboratives to reduce rates of recidivism, arrests, and incarcerations amongst individuals with mental illness and to also reduce wait times for individuals with mental illness placed on forensic commitment to a state hospital.

**II. LEGAL AUTHORITY**

This Grant Agreement is entered into pursuant to Texas Government Code, Chapter 531, Section 531.0993. State funds for this Grant Project are authorized under the Texas General Appropriations Act, Article II, Rider 50(a)(2) (Community Mental Health Grant Programs at pg. II-64) (S.B. 1, 89<sup>th</sup> Regular Legislature, 2025).

**III. DURATION**

This Grant Agreement is effective on September 1, 2025, and expires on August 31, 2027, unless sooner terminated or renewed or extended. At the sole discretion of System Agency, and contingent upon the continued availability of funds appropriated by the Texas Legislature, System Agency may renew this Grant Agreement without re-procurement through August 31, 2030.

Notwithstanding the limitation in the preceding paragraph and with at least 30 calendar days’ advance written notice to Grantee, at the end of the initial term or any renewal period, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, to allow for the full expenditure of awarded funding and completion of grant activities, or as otherwise determined by System Agency to serve the best interest of the State for up to one (1) year in one-month intervals, at the then-current contract rate or rates (if applicable) as modified during the term of the Grant Agreement. However, no additional grant funds will be awarded during the extension period.

#### IV. STATEMENT OF WORK

The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, STATEMENT OF WORK**.

#### V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed \$11,360,128.00. This includes the System Agency share of \$5,680,064.00 and Grantee's required match amount of \$5,680,064.00.

The total not-to-exceed amount includes the following:

Total Federal Funds:	\$0.00
Total State Funds:	\$5,680,064.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS**.

**Indirect Cost Rate:** Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS**, and Grantee's ICR Letter is attached to this Contract and incorporated as **ATTACHMENT G, INDIRECT COST RATE LETTER, DE MINIMIS ACKNOWLEDGEMENT**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

#### VI. REPORTING REQUIREMENTS

A. Grantee shall submit the following reports:

REPORT	FREQUENCY	DUEDATE
MHGJII Program Design, for each listed service type in <b>ATTACHMENT A, STATEMENT OF WORK</b> , Section II(C) - Annually	On or before September 30th of each State fiscal year.	9/30/2025 9/30/2026
MHGJII Work Plan, for each listed service type in <b>ATTACHMENT A</b> ,	On or before September 30th of each State fiscal year.	9/30/2025 9/30/2026

<b>STATEMENT OF WORK,</b> Section II(C) -Annually		
<b>FORM P, VARIOUS PROGRAMS</b> , for each listed service type in <b>ATTACHMENT A,</b> <b>STATEMENT OF WORK,</b> Section II(C) - Annually	On or before September 30th of each State fiscal year.	9/30/2025    9/30/2026
Reimbursement Request - Monthly, including:  1. General Ledger; and 2. <b>ATTACHMENT A-2,</b> <b>PROJECT EXPENDITURE REPORT</b>	On or before the last Calendar Day of each month following the month reported using the CMBHS invoice module.	9/30/2025    9/30/2026 10/31/2025    10/31/2026 11/30/2025    11/30/2026 12/31/2025    12/31/2026 1/31/2026    1/31/2027 2/28/2026    2/28/2027 3/31/2026    3/31/2027 4/30/2026    4/30/2027 5/31/2026    5/31/2027 6/30/2026    6/30/2027 7/31/2026    7/31/2027 8/31/2026    8/31/2027
<b>ATTACHMENT A-1,</b> <b>MATCH CERTIFICATION FORM</b> - Quarterly	On or before the last Calendar Day following the end of each State fiscal quarter reported using the CMBHS Invoice module.	12/31/2025    12/31/2026 3/30/2026    3/30/2027 6/30/2026    6/30/2027 9/30/2026    9/30/2027
<b>ATTACHMENT A-3,</b> <b>PERFORMANCE MEASURE REPORT TEMPLATE</b> - Quarterly	On or before the 30th Calendar Day following the end of each State fiscal quarter reported using Microsoft Excel Performance Measure workbook provided by the HHSC Behavioral Health Services (BHS) department and submitted via email.  Quarter 1 is due December 30. Quarter 2 is due March 30. Quarter 3 is due June 30. Quarter 4 is due September 30.	12/30/2025    12/30/2026 3/30/2026    3/30/2027 6/30/2026    6/30/2027 9/30/2026    9/30/2027

<b>ATTACHMENT A-4, STATEWIDE BEHAVIORAL HEALTH COORDINATING COUNCIL (SBHCC) REPORT - Semiannually</b>	Twice annually, on or before September 30th and March 30th a survey report will be provided by the HHSC Behavioral Health Services (BHS) department and submitted via email.	3/30/2026 9/30/2026	3/30/2027 9/30/2027
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B. If Jail-Based Competency Restoration (JBCR) is a listed service type in **ATTACHMENT A, STATEMENT OF WORK**, Section II(C), Grantee shall submit the following reports:

<b>REPORT</b>	<b>FREQUENCY</b>	<b>DUEDATE</b>
<b>FORM MM, JBCR OUTCOME MEASURES - Semiannually</b>	On or before the 30th calendar day following each State fiscal year half.	3/30/2026 9/30/2026

C. If Outpatient Competency Restoration (OCR) is a listed service type in **ATTACHMENT A, STATEMENT OF WORK**, Section II(C), Grantee shall submit the following reports:

<b>REPORT</b>	<b>FREQUENCY</b>	<b>DUEDATE</b>
<b>FORM I, OCR QUARTERLY EXPENDITURE AND TARGETS SERVED REPORT - Quarterly</b>	On or before the 15th calendar day following each State fiscal quarter.	12/15/2025 3/15/2026 6/15/2026 9/15/2026

D. If Mental Health Deputy (MHD) is a listed service type in **ATTACHMENT A, STATEMENT OF WORK**, Section II(C), Grantee shall submit the following reports:

<b>REPORT</b>	<b>FREQUENCY</b>	<b>DUEDATE</b>
<b>FORM C, MHD QUARTERLY REPORTING FORM - Quarterly</b>	On before the 15th calendar day following each State fiscal quarter.	12/15/2025 3/15/2026 6/15/2026 9/15/2026

## VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

### System Agency

Judith Tyler  
 Health and Human Services Commission  
 4601 W. Guadalupe St.  
 Mail Code 2058  
 Austin, Texas 78751-3416  
 judith.tyler@hhs.texas.gov

### Grantee

Carol Lucky  
 North Texas Behavioral Health Authority  
 8111 LBJ Fwy, Suite 900  
 Dallas, TX 75251  
 clucky@ntbha.org

## VIII. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
- B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission  
 Attn: Office of Chief Counsel  
 4601 W. Guadalupe, Mail Code 1100  
 Austin, Texas 78751

- C. Notices given by System Agency to Grantee may be emailed, mailed, or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

## IX. CONTRACT DOCUMENTS

**The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.**

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity, or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other Contract documents.

<b>ATTACHMENT A</b>	<b>STATEMENT OF WORK, VERSION 1</b>
<b>ATTACHMENT A-1</b>	<b>MATCH CERTIFICATION FORM</b>
<b>ATTACHMENT A-2</b>	<b>PROJECT EXPENDITURE REPORT</b>
<b>ATTACHMENT A-3</b>	<b>PERFORMANCE MEASURE REPORT TEMPLATE</b>
<b>ATTACHMENT A-4</b>	<b>STATEWIDE BEHAVIORAL HEALTH COORDINATING COUNCIL (SBHCC) REPORT TEMPLATE EXAMPLE</b>
<b>ATTACHMENT B</b>	<b>BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS</b>
<b>ATTACHMENT C</b>	<b>CONTRACT AFFIRMATIONS, VERSION 2.5, NOVEMBER 2024</b>
<b>ATTACHMENT D</b>	<b>HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.5, SEPTEMBER 2024</b>
<b>ATTACHMENT E</b>	<b>ADDITIONAL PROVISIONS – GRANT FUNDING, VERSION 1.0, FEBRUARY 2021</b>
<b>ATTACHMENT F</b>	<b>DATA USE AGREEMENT, COMMUNITY CENTER VERSION 8.5, JANUARY 25, 2023</b>
<b>ATTACHMENT G</b>	<b>INDIRECT COST RATE LETTER, DE MINIMIS ACKNOWLEDGEMENT</b>

#### **X. SIGNATURE AUTHORITY**

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,  
CONTRACT NO. HHS001545200025**

**SYSTEM AGENCY**

---

Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**GRANTEE**

---

Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## **ATTACHMENT A** **STATEMENT OF WORK, VERSION 1**

### **I. INTRODUCTION**

The purpose of the Mental Health Grant Program for Justice-Involved Individuals (MHGJII), as directed by Texas Government Code, Chapter 531, Subchapter B, Section 531.0993, is to provide matching grants to county-based community collaboratives to reduce rates of recidivism, arrests, and incarcerations amongst people with mental illness and to also reduce wait times for people with mental illness placed on forensic commitment to a state hospital.

### **II. GRANTEE RESPONSIBILITIES**

- A. Grantee shall provide community-based jail diversion services to people identified with a mental illness or co-occurring psychiatric and substance use disorder (COPSD). These people are at risk of involvement with the criminal justice system, have been arrested and incarcerated for the alleged commission of a crime, or adjudicated of a crime.
- B. Grantee's community collaborative shall:
  1. Align with the mission, vision, and goals of the State Fiscal Years 2022-2026 Texas Statewide Behavioral Health Strategic Plan ("Strategic Plan") and address gaps, goals, and strategies identified in the Strategic Plan. The Strategic Plan is incorporated into the Contract by reference and posted at:  
<https://www.hhs.texas.gov/reports/2022/11/texas-statewide-behavioral-health-strategic-plan-2022-2026#:~:text=The%20Statewide%20Behavioral%20Health%20Coordinating,those%20with%20behavioral%20health%20needs>
  2. Reduce recidivism through a reduction in arrests and incarceration of people with a mental illness or COPSD;
  3. Reduce the total wait time for people placed on a forensic commitment to a state hospital, state-supported living center, contracted psychiatric bed, or outpatient competency restoration treatment program;
  4. Provide evidence-based mental health treatment for people involved in the criminal justice system;
  5. Promote the use of the Sequential Intercept Model, as defined in the Strategic Plan, to facilitate diversion strategies;
  6. Foster community partnerships among service providers, law enforcement, and courts;
  7. Increase sustainability by developing local community infrastructures;
  8. Eliminate barriers to behavioral health treatment;
  9. Increase the efficiency and efficacy of service delivery through data collection and evaluation to measure program outcomes;
  10. Evaluate program effectiveness in reducing recidivism and improving mental health outcomes; and
  11. Seek the expertise and inclusion of researchers, behavioral health service providers, forensic peers, criminal justice agencies, and other entities whose goal is to promote recovery among people with mental illness or COPSD.

**ATTACHMENT A**  
**STATEMENT OF WORK, VERSION 1**

C. Grantee shall provide services under this Statement of Work pursuant to the descriptions for the service type(s) outlined in Table 1 below.

**Table 1 Service Type(s), Unduplicated Number Served Target(s), and Service Type Description(s)**

#	Service Type	Unduplicated Number Served Target	Service Type Description
1	In-Jail Services	1,055	Provide treatment and support for people with mental illness or co-occurring disorders who are currently incarcerated. Services may include but are not limited to mental health screenings, linkages to appropriate treatment, collaboration with judicial stakeholders, case management, therapeutic interventions, psychosocial rehabilitation, re-entry planning, peer support services, psychiatric care, and continuity of care.
2	Diversion Center	240	Provide an alternative location for law enforcement to drop off adults ages 18 or older with mental illness or co-occurring disorders who are at risk of arrest and do not meet the criteria for acute crisis. Services shall include, at a minimum, mental health and substance use disorder screening and crisis assessment, safety monitoring, medication management, and continuity of care services, including identifying and linking the person with services necessary to ensure transition to routine care.

D. Throughout the Grant Agreement's term, Grantee shall meet all the statutory requirements of Texas Government Code, Chapter 531, Subchapter B, Section 531.0993.

E. Grantee shall enter into formal agreements (e.g., non-financial memoranda of understanding/agreement, or financial subcontracts) with all agencies/stakeholder identified as community collaborative members in Grantee's Annual MHGJII Program Design or Annual MHGJII Work Plan.

F. Should a Grantee subcontract any Service Type(s) included in Table 1 above, Grantee expressly understands and acknowledges that in entering into such a subcontract(s), HHSC is in no manner liable to any subcontractor(s). Furthermore, in no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

**ATTACHMENT A**  
**STATEMENT OF WORK, VERSION 1**

- G. Grantee shall recruit, train, and maintain qualified provider staff members, with documented competency, in a manner that complies with the following:
  - 1. 26 Texas Administrative Code (TAC), Chapter 307, Subchapter C; Jail-Based Competency Program;
  - 2. 26 TAC, Chapter 301, Subchapter G, Division 2, §301.327(e) concerning Access to Mental Health Community Services;
  - 3. 26 TAC, Chapter 301, Subchapter G, Division 2, §301.329 concerning Medical Records System;
  - 4. 26 TAC, Chapter 301, Subchapter G, Division 2, §301.331 concerning Competency and Credentialing;
  - 5. 26 TAC, Chapter 320, Subchapter A concerning Rights of Persons Receiving Mental Health Services; and
  - 6. Requirements for the identification, prevention, and reporting abuse, neglect, and exploitation in accordance with the following:
    - a. Texas Department of Family and Protective Services, Adult Protective Services standards posted at [https://www.dfps.texas.gov/Contact\\_Us/report\\_abuse.asp](https://www.dfps.texas.gov/Contact_Us/report_abuse.asp); and
    - b. Those standards set forth by the HHSC Office of the Ombudsman posted at <https://www.hhs.texas.gov/services/your-rights/hhs-office-ombudsman>.
- H. Grantee shall comply with Texas Human Resources Code, Chapter 48, and ensure staff complete required trainings as identified in Grantee's Annual MHGJII Work Plan and by HHSC.
- I. Grantee shall conduct criminal history background checks to ensure no program staff, officer, agent, intern, resident, or volunteer has been convicted, received a probated sentence, or deferred adjudication for any criminal offense that would constitute a bar to employment pursuant to Texas Health and Safety Code §250.006.
- J. Grantee shall conduct primary source verification for all licensed staff providing services under this Grant Agreement confirming that an individual possesses a valid license, certification or registration to practice her or his profession when required by law or regulation. Grantee shall require licensed staff promptly and fully disclose any potential action that may affect his/her licensure. Grantee shall conduct and document annual license reverification. All staff members who are required to be licensed must be in good standing with the State of Texas.
- K. Grantee shall perform a registry clearance for each staff member by conducting a review for reports of misconduct, including abuse, neglect, and exploitation, through the following:
  - 1. The Employee Misconduct Registry maintained by HHSC in accordance with 26 TAC, Chapter 561, in its entirety; and
  - 2. The Nurse Aide Registry maintained by HHSC in accordance with 26 TAC, Chapter 556, in its entirety.
- L. Grantee shall collect and report to HHSC individual-level information for program participants using HHSC-approved instruments. Types of data reporting shall include, but are not limited to:

**ATTACHMENT A**  
**STATEMENT OF WORK, VERSION 1**

1. Pre- and post-service assessment on each individual person served;
2. Service amounts received per person served;
3. Standard demographic information for each person served (e.g., such as gender, race, ethnicity, income, education, and age); and
4. Adverse events avoided for program participants.

M. If Grantee's identified service type in Section II(C) includes a Diversion Center that operates Walk-In Crisis Services, Extended Observation Unit, Crisis Residential Services, or Crisis Respite Services, the program must align with the requirements of Information Item V, Crisis Service Standards, incorporated into the Contract by reference and posted at: <https://www.hhs.texas.gov/providers/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.

**III. REQUIREMENTS SPECIFIC TO COMPETENCY RESTORATION SERVICES**

- A. If Jail-Based Competency Restoration (JBCR) or Outpatient Competency Restoration (OCR) is a listed service type in Section II(C) above, Grantee shall comply with the following:
  1. Texas Code of Criminal Procedure, Chapter 46B;
  2. Texas Health and Safety Code (HSC), Title 7, Chapter 574;
  3. 26 TAC, Part 1, Chapter 301, Subchapter H, in its entirety;
  4. 26 TAC, Part 1, Chapter 306, Subchapter A, in its entirety;
  5. 25 TAC, Part 1, Chapter 414, Subchapter I, in its entirety;
  6. 25 TAC, Part 1, Chapter 414, Subchapter K, in its entirety;
  7. 25 TAC, Part 1, Chapter 414, Subchapter L, in its entirety;
  8. 25 TAC, Part 1, Chapter 415, Subchapter A, in its entirety;
  9. 26 TAC, Part 1, Chapter 320, Subchapter C, in its entirety;
  10. 37 TAC, Part 9, in its entirety;
  11. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
  12. Other applicable federal and state laws, including, but not limited to:
    - a. 42 Code of Federal Regulations (CFR), Volume 1, Chapter 1, Subchapter A, Part 2, Subpart D, in its entirety;
    - b. 42 CFR, Volume 1, Chapter 1, Subchapter D, Part 51, in its entirety;
    - c. 45 CFR, Subtitle A, Subchapter C, Part 160, in its entirety;
    - d. 45 CFR, Subtitle A, Subchapter C, Part 164, in its entirety;
    - e. HSC, Title 2, Subtitle D, Chapter 81, Subchapter F;
    - f. HSC, Title 4, Subtitle B, Chapter 241, Subchapter G;
    - g. HSC, Title 2, Subtitle I, Chapter 181;
    - h. HSC §§533.009, 533.035(a), 572.004, 576.005, 576.0055, 576.007, 595.005(c), and 614.017;
    - i. HSC, Title 7, Subtitle D, Chapter 595, in its entirety;
    - j. HSC, Title 7, Subtitle E, Chapter 611, in its entirety;
    - k. Texas Government Code, Title 5, Subtitle A, Chapters 552 and 559;
    - l. Texas Government Code §531.042;
    - m. Texas Human Resources Code, Title 2, Subtitle D, Chapter 48, in its entirety;
    - n. Texas Occupations Code, Title 3, Subtitle B, Chapter 159, in its entirety;

**ATTACHMENT A**  
**STATEMENT OF WORK, VERSION 1**

- o. Texas Business and Commerce Code, Title 11, Subtitle B, Chapter 521, Subchapter B, Section 521.053.
- B. If JBCR is a listed service type in Section II(C) above, Grantee shall:
  - 1. Comply with 26 TAC Chapter 307, Subchapter C, in its entirety;
  - 2. Notify HHSC 30 days prior to the JBCR program operation and the provision of services to ensure that HHSC inspects the JBCR program;
  - 3. Enter and submit required data in an HHSC-approved system for JBCR services using the Admission and Discharge screens within 72 hours of program admission or discharge; and
  - 4. Submit **FORM MM, JBCR OUTCOME MEASURES**, incorporated into the Contract by reference and posted at: <https://www.hhs.texas.gov/providers/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, on the 30th calendar day following the end of each State fiscal year half (*i.e.*, First Half report due March 30th, and Second Half report due September 30th).
- C. If OCR is a listed service type in Section II(C), the Grantee shall:
  - 1. Comply with 26 TAC Chapter 307, Subchapter D, in its entirety;
  - 2. Enter and submit required data in an HHSC-approved system for OCR services using the Admission and Discharge screens within 72 hours of program admission or discharge; and
  - 3. Submit the **FORM I, OCR QUARTERLY EXPENDITURE AND TARGETS SERVED REPORT**, incorporated into the Contract by reference and posted at: <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, on the 15th day following the end of each State fiscal quarter (*i.e.*, Quarter 1 form due December 15th, Quarter 2 report due March 15th, Quarter 3 report due June 15th, Quarter 4 report due September 15th).

**IV. DELIVERABLE SUBMISSION AND PERFORMANCE REPORTING**

HHSC will monitor the Grantee's performance of the requirements in this **ATTACHMENT A** and compliance with the Grant Agreement's terms and conditions.

- A. Grantee must provide all applicable reports in the format specified by HHSC in an accurate, complete, and timely manner and must maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports or other requested information may result in HHSC, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions afforded under this Grant Agreement. Grantee shall electronically submit required reports to [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us), with a copy to the HHSC Contract Representative and [HHSCForensicsAndJailDiversionServices@hhs.texas.gov](mailto:HHSCForensicsAndJailDiversionServices@hhs.texas.gov).
- B. On or before September 30th of each State fiscal year (*i.e.*, beginning September 1st and ending August 31st), Grantee shall submit to HHSC for approval the following documents for each Service Type listed in Table 1 above:
  - 1. Annual MHGJII Program Design;
  - 2. Annual MHGJII Work Plan; and

**ATTACHMENT A**  
**STATEMENT OF WORK, VERSION 1**

3. Annual MHGJII Cost Reimbursement Budget using **FORM P, VARIOUS PROGRAMS**, which is incorporated by reference posted at:  
<https://www.hhs.texas.gov/providers/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>
- C. Grantee may request revisions to its Annual MHGJII Program Design or Annual MHGJII Work Plan at any point during the Grant Agreement's term. HHSC must approve revisions that are minor administrative changes prior to implementation. However, proposed changes to the Service Type(s) and Unduplicated Number Served Target(s) outlined in Table 1 above will require a formal Grant Agreement amendment prior to implementation. HHSC will amend the Grant Agreement if Grantee's modification to the Service Type(s) and/or Unduplicated Number Served Target(s) is approved. Grantee's requested modification to the Service Type(s) and/or Unduplicated Number Served Target(s) is not authorized, and funds cannot be utilized to support the modifications until the Grant Agreement amendment is executed.
- D. Grantee may revise its Annual MHGJII Cost Reimbursement Budget at any point during the Grant Agreement's term, subject to the revision requirements outlined in Grant Agreement **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION AND FINANCIAL REPORTING REQUIREMENTS**.
- E. Grantee shall submit a quarterly performance measure report on or before the 30th calendar day following the end of each State fiscal quarter (*i.e.*, Quarter 1 report due December 30th, Quarter 2 report due March 30th, Quarter 3 report due June 30th, Quarter 4 report due September 30th). **ATTACHMENT A-3, PERFORMANCE MEASURE REPORT TEMPLATE** includes an example of the type of information required within this report. HHSC reserves the right to require the reporting of specific performance measures based on service type.
- F. Grantee shall submit a Statewide Behavioral Health Coordinating Council (SBHCC) report on or before the 30th calendar day following the end of each State fiscal year half (*i.e.*, First Half report due March 30th, and Second Half report due September 30th). **ATTACHMENT A-4 STATEWIDE BEHAVIORAL HEALTH COORDINATING COUNCIL (SBHCC) REPORTS EXAMPLE** includes an example of the type of information required within this report.
- G. If Grantee's identified service type in Section II(C) includes a Mental Health Deputy (MHD) Program, Grantee must submit **FORM C, MHD QUARTERLY REPORTING FORM**, incorporated by reference into the Contract and posted at: <https://www.hhs.texas.gov/providers/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, on the 15th day following the end of each State fiscal quarter (*i.e.*, Quarter 1 form due December 15th, Quarter 2 report due March 15th, Quarter 3 report due June 15th, Quarter 4 report due September 15th).

**V. OUTCOME IF GRANTEE CANNOT COMPLETE REQUIRED PERFORMANCE**

Unless otherwise specified in this Statement of Work, if Grantee cannot complete or otherwise comply with a requirement included in this Statement of Work, HHSC, at its sole discretion, may

**ATTACHMENT A**  
**STATEMENT OF WORK, VERSION 1**

impose remedies outlined under Grant Agreement Attachment D (Uniform Terms and Conditions) Section 9.1 (Remedies).

**SECTION 1**

1	Grantee Name		
2	Program	MH/MHGJII	
3	Grant Agreement Nbr		
4	State Fiscal Quarter End Date		

**SECTION 2**

5	Enter HHSC Share of the Grant Agreement		
6	Enter Grantee's Share of the Grant Agreement		
7	Sum (Line 5 + Line 6)		\$0.00
8	HHSC Percentage of the Grant Agreement (Line 5 / Line 7)		#DIV/0!
9	Grantee's Percentage of the Grant Agreement (100% minus Line 8)		#DIV/0!

**SECTION 3**

10	Enter Total Cumulative Allowable Cash Expenditures <b>(IMPORTANT - IF PROGRAM INCOME HAS BEEN COLLECTED, SEE INSTRUCTIONS)</b>		
11	Enter Total Cumulative Allowable In-kind Contributions		
12	Total Cumulative Project Costs (Line 10 + Line 11) Thru "Period Covered"		\$0.00
13	Grantee's Required Match (Line 12 x Line 9) Thru "Period Covered"	#DIV/0!	#DIV/0!
14	HHSC Maximum Cumulative Share (% of total cumulative project costs from line 12)	#DIV/0!	#DIV/0!
15	The Lesser Amount From Line 10 and Line 14. This is the maximum amount of the cumulative project costs that HHSC may reimburse.		#DIV/0!
16	Total of the previous Invoices/Reimbursement Requests ( <u>before</u> reductions for advance repayment, if any - <u>do not</u> include the amount received as an advance)		
17	Reconciliation - Payment Due To/From Grantee Thru "Period Covered" - If Line 15 is greater than Line 16, difference due to Grantee. If Line 15 is less than Line 16, difference due to HHSC.		#DIV/0!

**SECTION 4**

18	Advance Received (if any)		
19	Enter Cumulative Amount of Advance Repaid (including amount repaid with this voucher)		
20	Balance to be Repaid (Line 26 minus Line 27)		\$0.00

**SECTION 5**

21	CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all match, outlays and unliquidated obligations are for the purposes set forth in the award documents.		
22	Typed or Printed Name and Title	Date Submitted	

## Attachment A-2 Project Expenditure Report

Grantee Name	Grant Agreement Nbr	Report Month	Fiscal Year	Budget Category	Approved HHSC Requested Funds Budgeted	Match Funds Budgeted	Cumulative HHSC Funds Expended	Cumulative Match Utilized/Expended	Total Cumulative Expenditures
				Personnel					\$0.00
				Fringe Benefits					\$0.00
				Travel					\$0.00
				Supplies					\$0.00
				Contractual					\$0.00
				Other					\$0.00
				Equipment					\$0.00
				Indirect					\$0.00
				Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



## ATTACHMENT A-3

### PERFORMANCE MEASURE REPORT TEMPLATE

Grantee Program	Mental Health Grant for Justice Involved Individuals (MHG-JII)
Grantee Name	North Texas Behavioral Health Authority
Contract No.	HHS001545200025
Project Name	

QUARTER	REPORTING PERIOD	DUe DATES
Quarter 1 (Q1)	September 1 - November 30	December 30
Quarter 2 (Q2)	September 1 - February 28	March 30
Quarter 3 (Q3)	September 1 - May 31	June 30
Quarter 4 (Q4)	September 1 - August 31	September 30

Submit quarterly Performance measures by the due date to [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov)  
and cc: the assigned HHSC Contract Manager

## ATTACHMENT A-3

### PERFORMANCE MEASURE REPORT TEMPLATE

#### INSTRUCTIONS

1	Before starting, ensure cell C8 is set to filter for 'YES'.
2	Complete the Output and Outcomes measures that appear below by entering information into the white cells. If Outcome and/or Output measures appear that you were not negotiated for reporting, contact your contract manager. All Outputs and Outcomes must be reported cumulatively, year to date. Shaded cells are locked and where applicable will fill in automatically.
3	Enter explanatory notes, if any, into the Performance Notes column(s).
4	<b>Q4 ONLY:</b> The demographics tab must also be completed.

Metric	Selected for Reporting	Performance Expectation or Target	Q1 Numerator
<b>OUTPUTS</b>			
1	Unduplicated Number of Participants Receiving Services	0	
2	Participant Retention	0	Performance Expectation: 100% with an allowable variance of 10%
3	Program Completion	0	
4	Bed Utilization Rate	0	
5	Training (Conducted)	0	
6	Training (Participation)	0	
7	Training (Satisfaction)	0	Performance Expectation: 100% with an allowable variance of 10%
8	Support Groups (Conducted)	0	

<b>9</b>	Community Education Events	0		
<b>10</b>	Encounter-Based - Single Service Encounters	0		
<b>11</b>	Encounter-Based - High Utilizer Count	0	Performance Expectation: 0% with an allowable variance of 10%	
<b>12H</b>	Alcohol or Substance Abuse Program Completion	0	Performance Expectation: 100% with an allowable variance of 10%	
<b>13H</b>	Social Business Creation	0		
<b>14H</b>	Job Creation Activities	0		
<b>15H</b>	Job Training	0		
<b>16H</b>	Workforce Development Activities	0		

## OUTCOMES

<b>1A</b>	Symptom Improvement - Depression	0		
<b>1B</b>	Symptom Improvement - Anxiety	0		
<b>1C</b>	Symptom Improvement - Schizophrenia	0		
<b>1D</b>	Symptom Improvement - PTSD	0		
<b>2</b>	Improved Activities of Daily Living	0	0	
<b>3</b>	Resiliency	0		
<b>4</b>	Quality of Life	0		

5	Social Supports	0		
6A	Rate Reduction - Hospitalization	0	N/A	
6B	Rate Reduction - Emergency Room Use	0	N/A	
6C	Rate Reduction - Arrests/Jail Bookings	0	N/A	
7A	Prevention - Arrests	0	N/A	
7B	Prevention - Immediate Hospital Readmission	0	N/A	
7C	Prevention - Return to Homelessness	0	N/A	
7D	Prevention - Reduced time in a hospital setting	0	N/A	
7E	Prevention - Reduced time in a justice or admin segregation setting	0	N/A	
7F	Prevention - Reduced time in homeless setting	0	N/A	
8A	Employment - Obtain	0	N/A	
8B	Employment - Maintain	0	N/A	
9A	Housing - Obtain	0	N/A	
9B	Housing - Maintain	0	N/A	
10A	Academic Progress - Attendance	0	N/A	

<b>10B</b>	Academic Progress - Behavior	0	N/A	
<b>10C</b>	Academic Progress - Grades	0	N/A	
<b>11</b>	Improved Competency	0	N/A	
<b>12</b>	Encounter-based - Jail Diversion	0	Performance Expectation: 100% with an allowable variance of 10%	
<b>13</b>	Encounter-based - Connected to Treatment	0	Performance Expectation: 100% with an allowable variance of 10%	
<b>14H</b>	Rate Reduction - DFPS and Child Welfare Referrals	0	N/A	
<b>15H</b>	Grantee Negotiated Measure	0	N/A	

## ATTACHMENT A-3

### PERFORMANCE MEASURE REPORT TEMPLATE

#### INSTRUCTIONS

1	To be completed and submitted as part of Q4 only.
2	In Column C, enter the breakdown of demographic information for participants reported as part of Output 1: Unduplicated Numbers Served.
<b>Data Entry Notes</b>	* The total for each demographics category will automatically calculate. * The total number recorded for each category should match the number of people reported as part of Output 1.

PARTICIPANTS		DEMOGRAPHIC BREAKDOWN OF OUTPUT 1
GENDER	Male	
	Female	
	Unknown or refused to answer or did not ask	
	<b>Total</b>	<b>0</b>
RACE	White	
	American Indian or Alaska Native	
	Asian	
	Black or African American	
	Native Hawaiian or other Pacific Islander	
	Unknown or refused to answer or did not ask	
ETHNICITY	<b>Total</b>	<b>0</b>
	Hispanic or Latino	
	Not Hispanic or Latino	
	Unknown or refused to answer or did not ask	
AGE	<b>Total</b>	<b>0</b>
	17 or younger	
	18-20	
	21-29	
	30-39	
	40-49	
	50-59	
	60 or older	
	Unknown or refused to answer or did not ask	
STUDENT	<b>Total</b>	<b>0</b>
	Yes	
	No	
	Unknown or refused to answer or did not ask	

EMPLOYMENT	Employed, working 1-39 hours per week	
	Employed, working 40 or more hours per week	
	Not employed, looking for work	
	Not employed, NOT looking for work	
	Retired	
	Disabled, not able to work	
	Unknown or refused to answer or did not ask	
	Total	<b>0</b>
HOUSEHOLD INCOME	\$0 - \$9,999	
	\$10,000 - \$19,999	
	\$20,000 - \$29,999	
	\$30,000 - \$39,999	
	\$40,000 - \$49,999	
	\$50,000 - \$59,999	
	\$60,000 - \$69,999	
	\$70,000 - \$79,999	
	\$80,000 - \$89,999	
	\$90,000 - \$99,999	
	\$100,000 or more	
	Unknown or refused to answer or did not ask	
	Total	<b>0</b>
EDUCATION	Less than high school degree	
	High school degree or equivalent (e.g. GED)	
	Some college but no degree	
	Associate degree	
	Bachelor degree	
	Graduate degree	
	Unknown or refused to answer or did not ask	
	Total	<b>0</b>
DFPS YOUTH*	Yes	
	No	
	Total	<b>0</b>

\* Required for projects serving children that are involved with the Department of Family and Protective Services (DFPS), including children at risk of relinquishment to DFPS, and/or children involved with Child Protective Investigations (CPI).



## ATTACHMENT A-4

### SBHCC REPORT TEMPLATE

**PURPOSE:** Provide required information to fulfill HHS Behavioral Health Services (BHS) biannual reporting requirements to the Texas Statewide Behavioral Health Coordinating Council (SBHCC).

BHS's four matching grants programs are legislatively mandated to report on progress towards program goals and objectives per General Appropriations Act for the 2020-21 Biennium, Article IX, Sec. 10.04 Statewide Behavioral Health Strategic Plan and Coordinated Expenditures, (b) Statewide Behavioral Health Coordinating Council:

*"HHSC shall require certain community collaboratives that receive state grant funding to present twice annually on the impact each collaborative has had on project implementation and mental health outcomes on the population served by the grant funding. ... It is the intent of the Legislature that these presentations serve as an opportunity to increase collaboration for the effective expenditure of behavioral health funds between state and local entities."*

In the form below, please provide information, status, and progress on your BHS grant project programming including efforts made by your program's collaborative partnership.

BHS matching grants programs should be actively working with partners in their communities to maintain and establish collaborations that can support the long-term goals of the program, which may include service coordination, community engagement, or leveraging grant funding to sustain and increase services beyond the grant award. These collaborations may be with local businesses, schools and universities, healthcare organizations, law enforcement, other grant funded organizations, or other organizations in the community. The purpose of these collaborations should be to further the goals of the grant funded program.

<b>Fiscal Year</b>	[Dropdown]
<b>Reporting Period</b>	[Dropdown] <input type="checkbox"/> September – February (Due March 31 <sup>st</sup> ) <input type="checkbox"/> March – August (Due September 30 <sup>th</sup> )
<b>Grant Program</b>	[Dropdown] <input type="checkbox"/> Community Mental Health Grant Program <input type="checkbox"/> Mental Health Grant Program for Justice-Involved Individuals <input type="checkbox"/> Healthy Community Collaboratives <input type="checkbox"/> Texas Veterans + Family Alliance Grant Program
<b>Applicant Name</b>	[Text]
<b>Project Name</b>	[Text]
<b>Person Completing this report</b>	[Text]
<b>Email Address</b>	[Text]



## ATTACHMENT A-4

### SBHCC REPORT TEMPLATE

[Grantees to list as many organizations as they need]

COLLABORATIVE PARTNERS						
List Collaborative Partner Organizations	Role of Partner (Select all that apply) [Radio Buttons]			Type of Partner (Select all that apply) [Radio Buttons]		Primary Partner [Radio Buttons]
1. [Text]	<input type="checkbox"/> Funder	<input type="checkbox"/> Service Provider	<input type="checkbox"/> Service Coordination	<input type="checkbox"/> Other	<input type="checkbox"/> Healthcare <input type="checkbox"/> Advocacy <input type="checkbox"/> Government <input type="checkbox"/> Media <input type="checkbox"/> Education <input type="checkbox"/> Social Service <input type="checkbox"/> Business <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. [Text]	<input type="checkbox"/> Funder	<input type="checkbox"/> Service Provider	<input type="checkbox"/> Service Coordination	<input type="checkbox"/> Other	<input type="checkbox"/> Healthcare <input type="checkbox"/> Advocacy <input type="checkbox"/> Government <input type="checkbox"/> Media <input type="checkbox"/> Education <input type="checkbox"/> Social Service <input type="checkbox"/> Business <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No

#### PROGRESS OF COLLABORATIVES

**Describe the benefits and successes of collaborating with the organizations listed above.**

[Text]

**If applicable, describe how the collaborative partner organizations help leverage your grant funds or further the program goals.**

[Text]

**Do you have plans to add any additional partners organizations? If yes, please describe.**

[Text]



## ATTACHMENT A-4

### SBHCC REPORT TEMPLATE

#### OVERALL GRANT PROGRESS

**What challenges have you encountered, or do you anticipate encountering as you continue to implement your grant project?**

[Text]

**Are there any training or technical assistance needs you would like to explore with HHS staff?**

[Text]

**Are there any grant-related success stories you would like to share with the SBHCC?**

[Text]

## ATTACHMENT B

### BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS

#### I. BUDGET PROCEDURES

- A. Funding Source:** State General Revenue
- B.** Total reimbursements for the project period are not to exceed \$5,680,064.00.
- C.** Total match for the project period is not to exceed \$5,680,064.00.
- D. Cost Reimbursement Budget:**
  - 1.** Grantee shall utilize the funding only for costs that are both allowable and approved. If Grantee wants to utilize funds for an expense not documented on the approved annual cost reimbursement budget, Grantee shall notify HHSC, in writing, and receive approval prior to utilizing the funds. HHSC shall provide written notification if the requested expense is approved.
  - 2.** If needed, Grantee may revise the HHSC-approved annual cost reimbursement budget. Revision requirements are as follows:
    - a.** HHSC approves Grantee's transfer of up to ten percent of total budgeted funds from direct cost categories only, excluding the 'Equipment' category. Budget revisions exceeding ten percent require HHSC's written approval.
    - b.** Grantee may request revisions to the approved annual cost reimbursement budget direct cost categories that exceed the ten percent by submitting a written request to HHSC's designated Contract manager. This change will require a formal Contract amendment. HHSC will amend the Contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized, until the Contract amendment is executed.
    - c.** Grantee may revise the annual cost reimbursement budget 'Equipment' category, but a formal Contract amendment is required. Grantee shall submit to HHSC's designated Contract manager a written request to revise the budget that includes a justification for the revisions. HHSC will amend the Contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized, until the Contract amendment is executed.
    - d.** Grantee's Indirect Cost Rate Letter is attached to this Contract as **ATTACHMENT G, INDIRECT COST RATE LETTER, DE MINIMIS ACKNOWLEDGEMENT**. If HHSC approves or acknowledges an updated indirect cost rate, HHSC will amend the Contract to incorporate the new rate (and the new indirect cost rate letter, if applicable) and revise the budget accordingly.

## ATTACHMENT B

### BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS

#### II. GRANTEE'S ANNUAL COST REIMBURSEMENT BUDGET

##### FY 2026

Legal Name of Respondent:		FY 2026 North Texas Behavioral Health Authority						
Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind	
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match	
				Check if Cash Match	Check if Cash Match	Check if Cash Match		
A. Personnel	\$988,500	\$988,500					\$0	
B. Fringe Benefits	\$247,125	\$247,125					\$0	
C. Travel	\$6,184	\$6,184					\$0	
D. Equipment	\$0	\$0					\$0	
E. Supplies	\$22,748	\$22,748					\$0	
F. Contractual	\$4,256,900	\$1,416,868					\$2,840,032	
G. Other	\$45,040	\$45,040					\$0	
H. Total Direct Costs	\$5,566,497	\$2,726,465	\$0	\$0	\$0	\$0	\$2,840,032	
I. Indirect Costs	\$113,567	\$113,567	\$0				\$0	
J. Total (Sum of H and I)	\$5,680,064	\$2,840,032	\$0	\$0	\$0	\$0	\$2,840,032	
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

##### FY 2027

Legal Name of Respondent:		FY 2027 North Texas Behavioral Health Authority						
Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind	
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match	
				Check if Cash Match	Check if Cash Match	Check if Cash Match		
A. Personnel	\$988,500	\$988,500					\$0	
B. Fringe Benefits	\$247,125	\$247,125					\$0	
C. Travel	\$6,184	\$6,184					\$0	
D. Equipment	\$0	\$0					\$0	
E. Supplies	\$20,948	\$20,948					\$0	
F. Contractual	\$4,256,900	\$1,416,868					\$2,840,032	
G. Other	\$46,840	\$46,840					\$0	
H. Total Direct Costs	\$5,566,497	\$2,726,465	\$0	\$0	\$0	\$0	\$2,840,032	
I. Indirect Costs	\$113,567	\$113,567	\$0				\$0	
J. Total (Sum of H and I)	\$5,680,064	\$2,840,032	\$0	\$0	\$0	\$0	\$2,840,032	
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

#### III. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES ("CMBHS")

A. Grantee shall use CMBHS to request monthly reimbursement by adhering to the following requirements:

1. Grantee shall have Internet access and an adequate number of computers capable of using the CMBHS to report data to HHSC.
2. Grantee's network monitoring shall include troubleshooting or assistance with Grantee-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs, or other equipment, and Internet Service Provider (ISP).
3. Grantee shall maintain responsibility for local end-user procedures and is responsible for data back-up, restoration, and contingency planning functions for all local data.

## ATTACHMENT B

### BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS

4. Grantee shall designate a Security Administrator and a backup Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all user accounts are current.
5. Grantee shall ensure that adequate internal controls, security, and oversight are established for the approval and electronic transfer of information regarding payments and reporting requirements.
6. Grantee shall develop and maintain a written security policy that ensures adequate system security and protection of confidential information.
7. Grantee shall notify System Agency immediately if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the database or data system has been or may be compromised in any way.
8. Grantee shall develop and maintain internal controls, security, and oversight for the approval and electronic transfer of data into CMBHS. Grantee must submit data that is true, accurate, and complete at the time of submission.

B. In its sole discretion, HHSC may limit or deny Grantee's access to CMBHS at any time. If HHSC limits or denies access to the database or data system, HHSC must approve alternative data submission arrangements.

C. HHSC will provide support for CMBHS, including at a minimum the following assistance:

1. Problem tracking and problem resolution.
2. Provision of telephone numbers for Grantee to access expert assistance with resolving problems related to the HHSC-provided database or data system.
3. Initial training in the HHSC-provided database or data system, as well as subsequent ongoing end-user training.

#### IV. HHSC INVOICE SUBMISSION REQUIREMENTS

A. Grantee shall request monthly reimbursement on or before the last calendar day of the month after the month of service (e.g., September submission due October 31st) using the CMBHS Invoices module. Instructions on how to use the CMBHS Invoices module are found within the CMBHS help menu. Grantee shall include/upload supporting documentation for all expenses in its monthly reimbursement requests. Supporting documentation includes a copy of Grantee's General Ledger, **ATTACHMENT A-2, PROJECT EXPENDITURE REPORT**, and any other financial report/documentation requested by HHSC to prove expenditure of funds by cost category.

B. All Contract costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Contract.

#### V. MATCH CERTIFICATION

Grantee shall submit **ATTACHMENT A-1, MATCH CERTIFICATION FORM**, quarterly on or before the last calendar day following the close of the State fiscal quarter (i.e., December 31st, March

**ATTACHMENT B**

**BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING  
REQUIREMENTS**

31st, June 30th, and September 30th). This form documents Grantee's total cumulative expenditures and progress toward meeting Grantee's match requirements during the Contract term.

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** **457-2025 Ratify HHSC Rural Crisis Response and Diversion Grant for FY 2026—FY 2027 (Contract No. HHS001596400003)**

**DATE:** **August 13, 2025**

**STATE OF TEXAS**      }

**COUNTY OF DALLAS**    }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors ratify the signature of the CEO on the HHSC Rural Crisis Response and Diversion Grant for FY 2026—FY 2027 (Contract No. HHS001596400003).

**DONE IN OPEN MEETING** this the 13th day of August 2025

Recommended by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

**AGENDA ITEM #26: Resolution 457-2025 Ratify HHSC Rural Crisis Response and Diversion Grant for FY 2026—FY 2027 (Contract No. HHS001596400003)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Rural Crisis Response and Diversion Grant for FY 2026—FY2027 (Contract No. HHS001596400003)

#### **Background:**

The purpose of this Grant Agreement is to continue the Rural Crisis Response and Diversion (RCRD) program in Kaufman County (“Kaufman Living Room”), originally funded by the federal Community Mental Health Services Block Grant, as directed by the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (H.R. 133), to provide comprehensive mental health services to adults with serious mental illness (SMI) or co-occurring SMI and substance use disorders (SUD).

The “Kaufman Living Room” aims to divert people in crisis from jail and other emergency services and engage them in community mental health services. The program assesses the person experiencing a crisis, connects them to the appropriate level of care in the least restrictive environment, and reduces the person’s risk of justice involvement.

**Evaluation:** NA

#### **Financial Information:**

Total Federal funds for FY 2026—FY 2027: \$496,000.00

No match required.

**Implementation Schedule:** Upon ratification by the NTBHA board.

**Attachments:** 26. CMHG\_RCRD HHS001596400003 FY26-FY27



**Aligns with Visions #1, 2, 3, and 4**

**NTBHA Strategic Visions**

**Vision #1 NTHBA will maintain a competent and committed workforce.**

**Vision #2 NTBHA will facilitate access to behavioral health services.**

**Vision #3 NTBHA will manage core operations efficiently and effectively.**

**Vision #4 NTBHA will identify and develop additional opportunities for service area development.**

**Presented By:** Carol Lucky, Chief Executive Officer

**SIGNATURE DOCUMENT FOR  
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT,  
CONTRACT NO. HHS001596400003  
UNDER THE  
RURAL CRISIS RESPONSE AND DIVERSION GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are Health and Human Services Commission (“System Agency”), a pass-through entity, and North Texas Behavioral Health Authority (“Grantee”), having its principal office at 8111 LBJ Fwy, Suite 900, Dallas, TX 75251 (each a “Party” and collectively the “Parties”).

**I. PURPOSE**

The purpose of this Grant Agreement is to continue the Rural Crisis Response and Diversion (RCRD) programs originally funded by the federal Community Mental Health Services Block Grant, as directed by the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (H.R. 133), to provide comprehensive community mental health services to adults with serious mental illness (SMI) or co-occurring SMI and substance use disorders (SUD).

**II. LEGAL AUTHORITY**

This Contract is entered into pursuant to Chapters 531 and 791 of the Texas Government Code, Chapters 533 and 534 of the Texas Health and Safety Code, and 42 U.S.C. §300x, et seq.

**III. DURATION**

This Grant Agreement is effective on September 1, 2025, and terminates on August 31, 2027, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

**IV. STATEMENT OF WORK**

The Statement of Work to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, RURAL CRISIS RESPONSE AND DIVERSION STATEMENT OF WORK, VERSION 1**.

**V. BUDGET AND INDIRECT COST RATE**

The total amount of this Grant Agreement will not exceed **\$496,000.00**. Grantee is not required to provide matching funds.

The total not-to-exceed amount includes the following:

Total Federal Funds: \$496,000.00

Total State Funds: \$0.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS**.

**Indirect Cost Rate:** The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS** and **ATTACHMENT I, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

## VI. REPORTING REQUIREMENTS

Grantee shall electronically submit the following reports to [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov) with a copy to the HHSC Contract Representative and [HHSCForensicsAndJailDiversionServices@hhs.texas.gov](mailto:HHSCForensicsAndJailDiversionServices@hhs.texas.gov):

REPORT	FREQUENCY	DU DATE
RCRD Program Design in <b>ATTACHMENT A, RURAL CRISIS RESPONSE AND DIVERSION STATEMENT OF WORK</b> , Section III(D) - Annually	Annually, on or before September 30th of each State fiscal year.	September 30 <sup>th</sup>
RCRD Work Plan in <b>ATTACHMENT A, RURAL CRISIS RESPONSE AND DIVERSION STATEMENT OF WORK</b> , Section III(D) - Annually	Annually, on or before September 30th of each State fiscal year.	September 30 <sup>th</sup>
RCRD Policies and Procedures in <b>ATTACHMENT A, RURAL CRISIS RESPONSE AND DIVERSION STATEMENT OF WORK</b> , Section II(I) and Section III(D) - Annually	Annually, on or before September 30th of each State fiscal year.	September 30 <sup>th</sup>

RCRD Cost Reimbursement Budget, <b>FORM P, VARIOUS PROGRAMS</b> in ATTACHMENT A, <b>RURAL CRISIS RESPONSE AND DIVERSION STATEMENT OF WORK</b> , Section III(D) - Annually	Annually, on or before September 30th of each State fiscal year.	September 30 <sup>th</sup>
Sustainability Plan	On or before 90 days of Contract execution	November 30th
<b>ATTACHMENT A-1 QUARTERLY PERFORMANCE MEASURE REPORT</b>	Quarterly, on or before the 30th Calendar Day following the end of each State fiscal quarter.	December 30 <sup>th</sup> March 30 <sup>th</sup> June 30 <sup>th</sup> September 30 <sup>th</sup>
Reimbursement Request, including:  1. Copy of General Ledger  <b>2. ATTACHMENT A-2, PROJECT EXPENDITURE REPORT</b>	Monthly; on or before the 30 <sup>th</sup> day of the month after the month of service.	September 30 <sup>th</sup> October 30 <sup>th</sup> November 30 <sup>th</sup> December 30 <sup>th</sup> January 30 <sup>th</sup> February 28 <sup>th</sup> March 30 <sup>th</sup> April 30 <sup>th</sup> May 30 <sup>th</sup> June 30 <sup>th</sup> July 30 <sup>th</sup> August 30 <sup>th</sup>

## VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

**System Agency**

Judith Tyler  
Health and Human Services Commission  
4601 W. Guadalupe St., Mail Code 2058  
Austin, TX 78751-3146  
judith.tyler@hhs.texas.gov

**Grantee**

Carol Lucky  
North Texas Behavioral Health Authority  
8111 LBJ Fwy, Suite 900  
Dallas, TX 75251  
clucky@ntbha.org

**VIII. NOTICE REQUIREMENTS**

- A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
- B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission  
Attn: Office of Chief Counsel  
4601 W. Guadalupe, Mail Code 1100  
Austin, Texas 78751

- C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

**IX. FEDERAL AWARD INFORMATION**

Grantee's Unique Entity Identifier is: **MSNLLGML43G3**

**Federal funding under this Grant Agreement is a subaward under the following federal award(s).**

**Federal Award Identification Number (FAIN): B09SM090328**

- A. Assistance Listings Title, Number, and Dollar Amount: 93.958 – Block Grants for Community Mental Health Services: \$35,630,311
- B. Federal Award Date: 02/03/2025
- C. Federal Award Period: 10/01/2024-09/30/2026

- D. Name of Federal Awarding Agency: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration Center for Mental Health Services
- E. Federal Award Project Description: Block Grants for Community Mental Health Services
- F. Awarding Official Contact Information:
  - Wendy Pang,
  - Grants Specialist
  - wendy.pang@samhsa.hhs.gov
  - (240) 276-1419
- G. Total Amount of Federal Funds Awarded to System Agency: \$18,139,067
- H. Amount of Funds Awarded to Grantee: \$496,000.00
- I. Identification of Whether the Award is for Research and Development: No

## **X. CONTRACT DOCUMENTS**

**The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.**

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contract documents.

<b>ATTACHMENT A</b>	<b>RURAL CRISIS RESPONSE AND DIVERSION STATEMENT OF WORK, VERSION 1</b>
<b>ATTACHMENT A-1</b>	<b>QUARTERLY PERFORMANCE MEASURE REPORT</b>
<b>ATTACHMENT A-2</b>	<b>PROJECT EXPENDITURE REPORT</b>
<b>ATTACHMENT B</b>	<b>BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS</b>
<b>ATTACHMENT C</b>	<b>HHS CONTRACT AFFIRMATIONS, VERSION 2.6, JULY 2025</b>
<b>ATTACHMENT D</b>	<b>HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.5, SEPTEMBER 2024</b>
<b>ATTACHMENT E</b>	<b>HHS ADDITIONAL PROVISIONS – GRANT FUNDING, VERSION 1.0. FEBRUARY 2021</b>
<b>ATTACHMENT F</b>	<b>DATA USE AGREEMENT, COMMUNITY CENTER VERSION 8.5, JANUARY 25, 2023 (LMHA, LA, LIDDA)</b>
<b>ATTACHMENT F-1</b>	<b>SECURITY AND PRIVACY INQUIRY</b>
<b>ATTACHMENT G</b>	<b>FEDERAL ASSURANCES</b>
<b>ATTACHMENT H</b>	<b>CERTIFICATION REGARDING LOBBYING</b>
<b>ATTACHMENT I</b>	<b>INDIRECT COST RATE ACKNOWLEDGEMENT LETTER</b>
<b>ATTACHMENT J</b>	<b>FFATA CERTIFICATION FORM</b>

## **XI. SIGNATURE AUTHORITY**

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work

performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,  
CONTRACT NO. HHS001596400003**

**SYSTEM AGENCY**

**GRANTEE**

---

Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

---

Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**ATTACHMENT A**  
**RURAL CRISIS RESPONSE AND DIVERSION**  
**STATEMENT OF WORK, VERSION 1**

**I. PURPOSE**

The purpose of this program is to continue the Rural Crisis Response and Diversion (RCRD) programs to provide comprehensive community mental health services to adults with serious mental illness (SMI) or co-occurring SMI and substance use disorders (SUD). Texas Health and Safety Code (HSC) Section 533.035 allows HHSC to designate local mental health authorities (LMHAs) to deliver community mental health services and Section 533.0356 allows HHSC to designate local behavioral health authorities (LBHAs) to deliver such services as well.

RCRD programs aim to divert people in crisis from jail and other emergency services and engage them in community mental health services. At a minimum, the RCRD program shall assess the person experiencing a crisis, connect them to the appropriate level of care in the least restrictive environment and reduce the person's risk of justice involvement.

**II. GRANTEE RESPONSIBILITIES**

- A. Grantee shall operate a criminal justice diversion and crisis response program in rural Texas as outlined in the HHSC-approved RCRD program design submitted annually in accordance with Section III.D of this Statement of Work. This program shall improve crisis response of the LMHA or LBHA by diverting people in need of behavioral health crisis services from jails and emergency rooms into treatment.
- B. Grantee shall serve 100 unduplicated participants each fiscal year through the RCRD program.
- C. Grantee's project shall:
  - 1. Align with the mission, vision, and goals of the [Fiscal Years 2022-2026 Texas Statewide Behavioral Health Strategic Plan](#) and address gaps, goals and strategies identified in the strategic plan;
  - 2. Maximize diversion opportunities for people with SMI or co-occurring SMI and SUD away from emergency rooms and justice involvement as appropriate;
  - 3. Promote collaboration between law enforcement and mental health professionals to provide crisis intervention and crisis stabilization services to people in behavioral health emergencies;
  - 4. Perform consistent data collection and program evaluation to measure efficacy of program delivery and related outcomes;
  - 5. Increase the number of trained and qualified professionals responding to people in crisis and at-risk of justice involvement; and
  - 6. Increase the sustainability of the program by developing local community infrastructures.
- D. Grantee shall comply, as applicable, with federal Community Mental Health Services Block Grant requirements as outlined in Sections 1911-1920 of Title XIX, Part B, Subpart I and III of the Public Health Service (PHS) Act.
- E. Grantee shall maintain contractual relationships with service providers as appropriate and necessary to program service provision. Service elements may include, but are not limited to:
  - 1. Mental health services;

**ATTACHMENT A**  
**RURAL CRISIS RESPONSE AND DIVERSION**  
**STATEMENT OF WORK, VERSION 1**

2. Psychiatric treatment and medication management;
3. Substance use services;
4. Health care services;
5. Vocational or educational services;
6. Peer support services;
7. Transportation services;
8. Housing support services;
9. Crisis intervention and management;
10. Service or care coordination;
11. Case management;
12. Skills training; and
13. Other services or supports as applicable during the term of this Contract.

F. Grantee shall coordinate with law enforcement personnel to respond to requests for crisis intervention for people identified to be in a behavioral health emergency.

G. Grantee shall serve as a liaison between law enforcement, human services providers and community stakeholders with an interest in behavioral health services to improve crisis response and increase jail diversions.

H. Grantee shall develop a coverage plan for crisis response and diversion services in coordination with other service providers if the program does not operate twenty-four hours a day, seven days a week.

I. Grantee shall develop and maintain written policies and procedures for annual HHSC review and approval. Written policies and procedures shall demonstrate compliance with this Statement of Work (SOW), efficient service delivery and compliance with all applicable statutes and rules. Grantee shall implement such written policies and procedures that describe:

1. Program eligibility criteria.
2. The process for intake screening, crisis assessment, safety monitoring, medication management, treatment planning, transition or continuity of care planning and discharge planning with an LMHA, LBHA, local intellectual disability authority (LIDDA), an LMHA, LBHA, or LIDDA subcontractor or other service provider, as applicable.
3. How the LMHA or LBHA staff shall collaborate with local law enforcement in the circumstance of a behavioral crisis and an indicated clinical need to initiate an emergency detention or seek a judge's or magistrate's order for emergency apprehension and detention, as instituted under the Texas Health and Safety Code, Title 7, Subtitle C, Chapter 573 concerning emergency detention.
4. How the LMHA or LBHA staff shall coordinate the transportation of a person experiencing a behavioral health crisis, as defined in 26 Texas Administrative Code (TAC), Chapter 301, Subchapter G concerning mental health community services standards. The transportation plan must be based on the behavioral crisis and clinical need for transportation to the appropriate service location where the person can receive crisis stabilization services. If Grantee determines the program cannot transport the person safely, Grantee may arrange for or coordinate transportation with law enforcement or other local community partners. Service locations may include the following: community hospitals, HHSC contracted psychiatric beds, crisis respite units,

**ATTACHMENT A**  
**RURAL CRISIS RESPONSE AND DIVERSION**  
**STATEMENT OF WORK, VERSION 1**

crisis residential units, extended observation units, crisis stabilization units and state hospital facilities; and

5. Protocol for preventing and managing aggressive behavior, including preventative de-escalation intervention strategies.

J. Grantee will provide the HHSC Contract Manager with the contact information of all dedicated program staff via email. Changes in program coordinating staff must be reported to HHSC's Contract Manager within 72 hours.

K. Grantee will ensure priority is given to individuals experiencing housing instability and homelessness.

L. Grantee shall provide treatment services in accordance with all applicable federal or state laws, rules, regulations, standards and guidelines, as amended, including the following:

1. 26 TAC, Chapter 301 (Local Authority Responsibilities), Subchapters G (Mental Health Community Services Standards) and H (Deaths of Individuals Served by Community Mental Health Centers);
2. 26 TAC, Chapter 320 (Rights of Individuals), Subchapters B (Consent to Treatment with Psychoactive Medication) and D (Prescribing of Psychoactive Medication);
3. 25 TAC, Chapter 415 (Provider Clinical Responsibilities – Mental Health Services), Subchapter A concerning prescribing of psychoactive medication;
4. 26 TAC, Chapter 306 (Behavioral Health Delivery System), Subchapter A concerning the standards for services to individuals with co-occurring psychiatric and substance use disorders;
5. Information Item V, Crisis Service Standards, incorporated by reference and posted at: <https://www.hhs.texas.gov/providers/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>;
6. Health Insurance Portability and Accountability Act of 1996 (HIPAA); and
7. Other applicable federal and state laws, including, but not limited to:
  - a. 42 Code of Federal Regulations (CFR), Chapter 1, Subchapter A, Part 2, in its entirety;
  - b. 42 CFR, Chapter 1, Subchapter D, Part 51;
  - c. Texas Health and Safety Code (HSC), Title 2, Subtitle I, Chapter 181 concerning medical records privacy;
  - d. HSC §§533.009, 533.035, 576.005, 576.0055 and 576.007; and
  - e. HSC, Title 7, Subtitle E, Chapter 611, concerning mental health records.

M. Grantee shall maintain contractual relationships if appropriate and necessary to program service provision. Should a Grantee subcontract any services, Grantee expressly understands and acknowledges that if Grantee enters into such a subcontract(s), HHSC is in no manner liable to any subcontractor(s). Furthermore, in no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

N. Grantee shall recruit, train, and maintain qualified provider staff members, with documented competency, in a manner that complies with the following:

1. 26 TAC, Chapter 320, Subchapter A concerning Rights of Individuals Receiving Mental Health Services;
2. 26 TAC §§301.327(e), 301.329, and §301.331; and
3. Requirements for the identification, prevention, and reporting abuse, neglect and

**ATTACHMENT A**  
**RURAL CRISIS RESPONSE AND DIVERSION**  
**STATEMENT OF WORK, VERSION 1**

exploitation in accordance with the following:

- a. Texas Department of Family and Protective Services, Adult Protective Services standards posted at [https://www.dfps.texas.gov/Contact\\_Us/report\\_abuse.asp](https://www.dfps.texas.gov/Contact_Us/report_abuse.asp); and
- b. Those standards set forth by the HHSC Office of the Ombudsman posted at <https://www.hhs.texas.gov/services/your-rights/hhs-office-ombudsman>.

4. Grantee shall comply with Texas Human Resources Code, Chapter 48, and ensure staff complete required related trainings identified in the program's policies and procedures.

5. Grantee shall conduct criminal history background checks to ensure no program staff, officer, agent, intern, resident or volunteer has been convicted, received a probated sentence or deferred adjudication for any criminal offense that would constitute a bar to employment pursuant to HSC §250.006.

6. Grantee shall conduct primary source verification for all licensed staff providing services under this Grant Agreement confirming that an individual possesses a valid license, certification, or registration to practice her or his profession when required by law or regulation. Grantee shall require licensed staff promptly and fully disclose any potential action that may affect his/her licensure. Grantee shall conduct and document annual license reverification. All staff members required to be licensed must be in good standing with the State of Texas.

7. Grantee shall perform a registry clearance for each staff member by conducting a review for reports of misconduct, including abuse, neglect, and exploitation, through the following:

- a. Employee Misconduct Registry, maintained by HHSC in accordance with 26 TAC, Chapter 561, in its entirety; and
- b. Nurse Aide Registry, maintained by HHSC in accordance with 26 TAC, Chapter 556, in its entirety.

8. Grantee shall ensure that grant-funded program staff are solely dedicated to the grant-funded services and may not serve in any other capacity unless approved by HHSC.

9. Grantee shall maintain records which document that services are delivered by staff members who act within their scope of practice and have demonstrated minimum knowledge, technical and interpersonal competencies prior to providing services.

O. Grantee shall comply with the following training requirements for law enforcement personnel involved in program operations or collaborating within the crisis continuum of care.

- 1. At least two times annually, Grantee shall coordinate or conduct training for law enforcement officers collaborating with the LMHA or LBHA to provide crisis and diversion response. The trainings must address the following components:
  - a. Recognizing signs and symptoms of mental illness, intellectual and developmental disability, substance use and co-occurring mental illness;
  - b. Cultural competency;
  - c. Crisis intervention and de-escalation; and
  - d. Information on community resources and supports for alternatives to inpatient mental health treatment.
- 2. Grantee shall ensure any law enforcement officers directly involved in program service delivery complete the Mental Health Officer Proficiency training referenced in 37 TAC, Part 7, §221.11.

**ATTACHMENT A**  
**RURAL CRISIS RESPONSE AND DIVERSION**  
**STATEMENT OF WORK, VERSION 1**

**III. DELIVERABLE SUBMISSION AND PERFORMANCE REPORTING**

HHSC shall monitor the Grantee's performance of the requirements in this SOW and compliance with the Grant Agreement's terms and conditions.

- A. Grantee shall provide all applicable reports in the format specified by HHSC in an accurate, complete, and timely manner and must maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports or other requested information may result in HHSC, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions afforded under this Grant Agreement.
- B. Unless otherwise directed in writing by HHSC, Grantee shall electronically submit deliverables required by HHSC to [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us), with a copy to the HHSC Contract Representative and [HHSCForensicsAndJailDiversionServices@hhs.texas.gov](mailto:HHSCForensicsAndJailDiversionServices@hhs.texas.gov).
- C. Grantee shall collect and report information on RCRD program participants to HHSC using HHSC-approved instruments and reporting tools. Types of data shall include, but are not limited to:
  - 1. Services delivered;
  - 2. Standard demographic information (i.e., gender, age, race, ethnicity, income, and education attainment); and
  - 3. Prevention of adverse events.
- D. On or before September 30th of each State fiscal year (*i.e.*, beginning September 1st and ending August 31st), Grantee shall submit to HHSC for approval the following documents:
  - 1. Annual RCRD Program Design;
  - 2. Annual RCRD Work Plan;
  - 3. Annual RCRD Policies and Procedures; and
  - 4. Annual RCRD Cost Reimbursement Budget using **FORM P, VARIOUS PROGRAMS**, which is incorporated by reference and posted at:  
<https://www.hhs.texas.gov/providers/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
- E. Grantee may request revisions to its Annual RCRD Program Design or Annual RCRD Work Plan at any point during the Grant Agreement's term. HHSC must approve revisions that are minor administrative changes prior to implementation. However, proposed changes to the target number of unduplicated participants per fiscal year, as indicated in Section II.B of this SOW, will require a formal Grant Agreement amendment. HHSC will amend the Grant Agreement if Grantee's modification to the target number of unduplicated participants is approved.
- F. Grantee shall submit a quarterly performance measure report on or before the 30th calendar day following the end of each State fiscal quarter (*i.e.*, Quarter 1 report due December 30th, Quarter 2 report due March 30th, Quarter 3 report due June 30th, Quarter 4 report due September 30th). **ATTACHMENT A-1, QUARTERLY PERFORMANCE MEASURE REPORT** includes an example of the type of information required within this report.
- G. HHSC may request validation of performance measures at any time and Grantee shall provide a timely response to HHSC's validation request.

**ATTACHMENT A**  
**RURAL CRISIS RESPONSE AND DIVERSION**  
**STATEMENT OF WORK, VERSION 1**

H. Grantee shall contemplate and seek sustainable funding methods through alternate funding sources to secure funding for the continuation of RCRD programming after this Contract ends. Grantee shall submit to HHSC a sustainability plan and timeline within 90 days of Contract execution.

**IV. OUTCOME IF GRANTEE CANNOT COMPLETE REQUIRED PERFORMANCE**

Unless otherwise specified in this Statement of Work, if Grantee cannot complete or otherwise comply with a requirement included in this Statement of Work, HHSC, at its sole discretion, may impose remedies outlined under Attachment D (Uniform Terms and Conditions) Section 9.1 (Remedies).



## Attachment A-1: Quarterly Performance Measure Report

Grantee Program	Rural Crisis Response and Diversion (RCRD)
Grantee Name	
Contract No.	
Project Name	

QUARTER	REPORTING PERIOD	DUE DATES
Quarter 1 (Q1)	September 1, 2024 - November 30, 2025	December 30, 2025
Quarter 2 (Q2)	September 1, 2024 - February 28, 2026	March 30, 2026
Quarter 3 (Q3)	September 1, 2024 - May 31, 2026	June 30, 2026
Quarter 4 (Q4)	September 1, 2024 - August 31, 2026	September 30, 2026

Submit quarterly Performance measures by the due date to [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov)  
 and cc: the assigned HHSC Contract Manager and [HHSCForensicsandJailDiversionServices@hhs.texas.gov](mailto:HHSCForensicsandJailDiversionServices@hhs.texas.gov)

PROGRAM SME USE ONLY		
Date Q1 Received		
Received by		
Approved by		
Date Q2 Received		
Received by		
Approved by		
Date Q3 Received		
Received by		
Approved by		
Date Q4 Received		
Received by		
Approved by		

ATTACHMENT A-1 Performance Measure Report Template																	
Rural Crisis Response and Diversion (RCRD)																	
Grantee Name:																	
<b>INSTRUCTIONS</b> Complete the output and outcomes measures that appear below by entering information into the white cells. All Outputs and Outcomes must be reported cumulatively, year to date. Shaded cells are locked and where applicable will fill in automatically. Enter explanatory notes, if any, into the Performance Notes column(s). <b>OK ONLY:</b> The demographics tab must also be completed.																	
Metric	Performance Expectation or Target	Q1 Numerator	Q1 Denominator	Q1 Ratio	Q1 Performance Notes	Q2 Numerator	Q2 Denominator	Q2 Ratio	Q2 Performance Notes	Q3 Numerator	Q3 Denominator	Q3 Ratio	Q3 Performance Notes	Q4 Numerator	Q4 Denominator	Full Year (Q4) Ratio	Q4 Performance Notes
<b>OUTPUTS</b>																	
1	Unduplicated Number of Participants Receiving Services																
4	Training (Conducted)	2 Annually															
10	Encounter-Based - Single Service Encounters																
11	Encounter-Based - High Utilizer Count	Performance: 0% with an allowable variance of +/- 20%															
<b>OUTCOMES</b>																	
12	Encounter-Based - Jail Diversion	Performance: 100% with an allowable variance of +/- 20%															
13	Encounter-based - Connected to Treatment	Performance: 100% with an allowable variance of +/- 20%															

## FY25 PERFORMANCE MEASURE REPORTING

### INSTRUCTIONS

1	To be completed and submitted as part of Q4 only.
2	In Column C, enter the breakdown of demographic information for participants reported as part of Output 1: Unduplicated Numbers Served.
<b>Data Entry Notes</b>	* The total for each demographics category will automatically calculate. * The total number recorded for each category should match the number of people reported as part of Output 1.

<b>PARTICIPANTS</b>		<b>DEMOGRAPHIC BREAKDOWN OF OUTPUT 1</b>
GENDER	Male	
	Female	
	Unknown or refused to answer or did not ask	
	<b>Total</b>	<b>0</b>
RACE	White	
	American Indian or Alaska Native	
	Asian	
	Black or African American	
	Native Hawaiian or other Pacific Islander	
	Unknown or refused to answer or did not ask	
ETHNICITY	<b>Total</b>	<b>0</b>
	Hispanic or Latino	
	Not Hispanic or Latino	
	Unknown or refused to answer or did not ask	
AGE	<b>Total</b>	<b>0</b>
	17 or younger	
	18-20	
	21-29	
	30-39	
	40-49	
	50-59	
	60 or older	
	Unknown or refused to answer or did not ask	
STUDENT	<b>Total</b>	<b>0</b>
	Yes	
	No	
	Unknown or refused to answer or did not ask	

EMPLOYMENT	Employed, working 1-39 hours per week	
	Employed, working 40 or more hours per week	
	Not employed, looking for work	
	Not employed, NOT looking for work	
	Retired	
	Disabled, not able to work	
	Unknown or refused to answer or did not ask	
	Total	<b>0</b>
HOUSEHOLD INCOME	\$0 - \$9,999	
	\$10,000 - \$19,999	
	\$20,000 - \$29,999	
	\$30,000 - \$39,999	
	\$40,000 - \$49,999	
	\$50,000 - \$59,999	
	\$60,000 - \$69,999	
	\$70,000 - \$79,999	
	\$80,000 - \$89,999	
	\$90,000 - \$99,999	
	\$100,000 or more	
	Unknown or refused to answer or did not ask	
	Total	<b>0</b>
EDUCATION	Less than high school degree	
	High school degree or equivalent (e.g. GED)	
	Some college but no degree	
	Associate degree	
	Bachelor degree	
	Graduate degree	
	Unknown or refused to answer or did not ask	
	Total	<b>0</b>
DFPS YOUTH*	Yes	
	No	
	Total	<b>0</b>

\* Required for projects serving children that are involved with the Department of Family and Protective Services (DFPS), including children at risk of relinquishment to DFPS, and/or children involved with Child Protective Investigations (CPI).

**Attachment A-2: Project Expenditure Report**

Grantee Name	Grant Agreement Nbr	Report Month	Calendar Year	Budget Category	Approved HHSC Requested Funds Budgeted	Cumulative HHSC Funds Expended
	0			Personnel		
	0			Fringe Benefits		
	0			Travel		
	0			Supplies		
	0			Contractual		
	0			Other		
	0			Equipment		
	0			Indirect		
	0			<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

## ATTACHMENT B

### BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS

#### I. BUDGET PROCEDURES

- A. Funding Source: Federal Funds, Block Grants for Community Mental Health Services
- B. Total reimbursements for the project period are not to exceed \$496,000.00.
- C. Match is not required for this project period.
- D. Cost Reimbursement Budget:
  1. Grantee shall utilize the funding only for costs that are both allowable and approved. If Grantee wants to utilize funds for an expense not documented on the approved annual cost reimbursement budget, Grantee shall notify HHSC, in writing, and receive approval prior to utilizing the funds. HHSC shall provide written notification if the requested expense is approved.
  2. If needed, Grantee may revise the HHSC-approved annual cost reimbursement budget. Revision requirements are as follows:
    - a. HHSC approves Grantee's transfer of up to ten percent of total budgeted funds from direct cost categories only, excluding the 'Equipment' category. Budget revisions exceeding ten percent require HHSC's written approval and a formal amendment.
    - b. Grantee may request revisions to the approved annual cost reimbursement budget direct cost categories that exceed the ten percent by submitting a written request to HHSC's designated Contract Representative. This change will require a formal amendment. HHSC will amend the Grant Agreement if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized, until the amendment is executed.
    - c. Grantee may revise the annual cost reimbursement budget 'Equipment' category, but a formal amendment is required. Grantee shall submit to HHSC's designated Contract Representative a written request to revise the budget that includes a justification for the revisions. HHSC will amend the Grant Agreement if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized, until the amendment is executed.

## ATTACHMENT B

### BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS

#### II. GRANTEE'S ANNUAL COST REIMBURSEMENT BUDGET

##### A. State Fiscal Year 2026 Cost Reimbursement Budget

Legal Name of Respondent:		North Texas Behavioral Health Authority Rural Crisis Response and Diversion					
State Fiscal Year:		FY 2026					
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds* Check if Cash Match <input type="checkbox"/>	Other Funds Check if Cash Match <input type="checkbox"/>	Local Funding Sources Check if Cash Match <input type="checkbox"/>	In-Kind Match
A. Personnel	\$157,500	\$157,500					\$0
B. Fringe Benefits	\$39,375	\$39,375					\$0
C. Travel	\$4,104	\$4,104					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$2,400	\$2,400					\$0
F. Contractual	\$0	\$0					\$0
G. Other	\$22,076	\$22,076					\$0
H. Total Direct Costs	\$225,455	\$225,455	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$22,545	\$22,545	\$0				\$0
J. Total (Sum of H + I)	\$248,000	\$248,000	\$0	\$0	\$0	\$0	\$0
K. Projected Program Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0

##### B. State Fiscal Year 2027 Cost Reimbursement Budget

Legal Name of Respondent:		North Texas Behavioral Health Authority Rural Crisis Response and Diversion					
State Fiscal Year:		FY 2027					
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds* Check if Cash Match <input type="checkbox"/>	Other Funds Check if Cash Match <input type="checkbox"/>	Local Funding Sources Check if Cash Match <input type="checkbox"/>	In-Kind Match
A. Personnel	\$157,500	\$157,500					\$0
B. Fringe Benefits	\$39,375	\$39,375					\$0
C. Travel	\$4,104	\$4,104					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$2,400	\$2,400					\$0
F. Contractual	\$0	\$0					\$0
G. Other	\$22,076	\$22,076					\$0
H. Total Direct Costs	\$225,455	\$225,455	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$22,545	\$22,545	\$0				\$0
J. Total (Sum of H + I)	\$248,000	\$248,000	\$0	\$0	\$0	\$0	\$0
K. Projected Program Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0

#### III. HHSC INVOICE SUBMISSION REQUIREMENTS

- A. HHSC will reimburse Grantee actual, allocable, and eligible costs incurred to complete activities outlined in the Statement of Work.
- B. Grantee shall request monthly reimbursement, solely for Grant Agreement activities on or before the 30th calendar day following the month of service (e.g., November submission due December 30th) using the State of Texas Purchase Voucher (Form 4116), which is incorporated by reference and can be downloaded at <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher>.
- C. All invoice requests not received by the date due are considered late. Grantee shall provide HHSC with written justification for the late submission.
- D. Grantee's monthly State of Texas Purchase Voucher Form 4116 must include:
  1. Name, address, and telephone number of Grantee;
  2. HHSC Grant Agreement number or purchase order number;
  3. Identification of services provided;
  4. Dates on which services were provided;
  5. The total amount of the reimbursement request; and

## ATTACHMENT B

### BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS

6. Supporting documentation, which includes:
  - a. A copy of Grantee's General Ledger proving expenditure of funds by cost category;
  - b. **ATTACHMENT A-2, PROJECT EXPENDITURE REPORT**, based on the schedule outlined in Section VI, Reporting Requirements, of the Contract Signature Document; and
  - c. Any other documentation required by this Grant Agreement or otherwise requested by HHSC.
- E. Grantee must submit monthly reimbursement requests to [HHSC\\_AP@hhsc.state.tx.us](mailto:HHSC_AP@hhsc.state.tx.us), and copy [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov) and the HHSC Contract Representative. HHSC recommends using the following naming convention on the subject line of all monthly reimbursement requests: *Invoice Submission: [Grantee Legal Name], [Invoice Number], [Invoice Amount], HHS001596400003, [Purchase Order, if applicable], [Service Date or Month of Service]*.
- F. All costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Grant Agreement.

#### IV. PROJECT EXPENDITURE REPORTING

- A. Grantee shall submit **ATTACHMENT A-2, PROJECT EXPENDITURE REPORT**, monthly on or before the 30<sup>th</sup> calendar day following the month of service. This form documents Grantee's' total cumulative expenditures by cost category during the Grant Agreement term.

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 458-2025 Approve External Audit Engagement with Condley and Company, LLP Certified Public Accountants and Business Advisors for FY 2025

**DATE:** August 13, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS,** the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS,** the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS,** NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS,** NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS,** NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors authorize the CEO, in consultation with NTBHA legal counsel, to negotiate and execute an engagement contract with Condley and Company, LLP, Certified Public Accountants and Business Advisors, for the FY 2025 External Audit and to sign the Engagement Letter.

**DONE IN OPEN MEETING** this the 13th day of August 2025

Recommended by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: August 13, 2025**

#### **AGENDA ITEM #27: Resolution 458-2025 Approve External Audit Engagement with Condley and Company, LLP Certified Public Accountants and Business Advisors for FY 2025**

**Recommendation/Motion:** That the Board of Directors approve the change of Audit Firm engagement, and authorize NTBHA CEO, in consultation with legal counsel as needed, to proceed with contract negotiations with Condley and Company, LLP, to provide Financial and Compliance Audit Services for NTBHA Fiscal Year 2025.

**Background:** NTBHA released a Request for Qualifications (“RFQ”) on May 20, 2025, for Financial and Compliance Audit Services for a multi-year period with the contract being reviewed annually. The RFQ closed on June 4, 2025. In accordance with Texas Gov Code, the RFQ must remain open a minimum fourteen (14) calendar days, with no required minimum number of submissions from potential respondents. An RFQ decision is based on Respondents’ qualifications, with costs and prices negotiated once an Audit Firm is selected. Between the two well-qualified Audit Firm responses received, NTBHA selected Condley and Company, LLP - based on their history working with other LMHA/LBHA centers across Texas. Upon selection, the respondent proposed a rate for negotiation which NTBHA, once approved by the Board, will discuss with the respondent, and formalize into an Agreement. The initial rate for negotiation is included below and is presented to the Board for approval and authorization to proceed with negotiations with Condley and Company, LLP in light of the recently published solicitation, RFQ\_AUD25-019 Audit Services for FY25.

**Evaluation:** The evaluation of an RFQ for award/contract is based on (1<sup>st</sup>) demonstrated competence and qualifications to perform the services solicited, and (2<sup>nd</sup>) a fair and reasonable value being proposed. This two-step RFQ procurement process emphasizes the experience, competency, and skill of each Respondent, leaving price to be negotiated and agreed upon.

**Financial Information:** Condley and Company, LLP proposed an all-inclusive fee for Financial and Compliance Audit of Fiscal Year 2025 for NTBHA at: \$99,500.00 – which is separated out below.

NTBHA Audit as of 8/31/2025	\$75,000
Estimated out of pocket expenses	\$4,500
Federal and State Single Audit	\$15,000
First-Time Audit Procedures	\$5,000

An additional incremental increase over the following five years will occur based on the current inflation rate.



**Implementation Schedule:** Subject to successful negotiation, upon Board approval. All preliminary drafts and reporting will be expected on or before December 31<sup>st</sup>, 2025, with BOD presentation of final Audit Report & Management Letter provided to NTBHA on or before January 30<sup>th</sup>, 2026, in order to satisfy HHSC State deadlines. The contracted independent Auditor shall give a presentation, either online or in-person, to the NTBHA Board of Directors at the JAN BOD Meeting scheduled on January 14, 2026.

**Aligns with Vision #3:** NTBHA will manage core operations efficiently and effectively.

#### NTBHA Strategic Visions

**Vision #1 NTHBA will maintain a competent and committed workforce.**

**Vision #2 NTBHA will facilitate access to behavioral health services.**

**Vision #3 NTBHA will manage core operations efficiently and effectively.**

**Vision #4 NTBHA will identify and develop additional opportunities for service area development.**

**Presented By:** Carol Lucky, Chief Executive Officer

August 6, 2025

**To the Board of Directors  
North Texas Behavioral Health Authority  
Dallas, Texas 75251**

**The Objective and Scope of the Audit of the Financial Statements**

You have requested that Condley and Company, L.L.P. ("Condley", "we", "us", or "our") audit North Texas Behavioral Health Authority's (the "NTBHA", "you", or "your") financial statements and related notes to the financial statements as of and for the year ending August 31, 2025, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter ("Engagement Letter").

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

You have also requested that Condley perform the audit of NTBHA as of August 31, 2025, to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance) and Texas Grant Management Standards (TxGMS).

**The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance, TxGMS, and the U.S. Office of Management and Budget's ("OMB") Compliance Supplement. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, the Uniform Guidance, and TxGMS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

- Consider NTBHA's system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of NTBHA's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate that raise substantial doubt about NTBHA's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will communicate to the Board of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance and TxGMS, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that NTBHA complies with the laws and regulations applicable to its activities and informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud and to inform us about all known or suspected fraud affecting NTBHA involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and

3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting NTBHA received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers, or others.

Management is responsible for the preparation of the required supplementary information ("RSI"), which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements. Management is also responsible for the preparation of supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Board of Directors is responsible for informing us of their views about the risks of fraud, waste, or abuse within NTBHA and its knowledge of any fraud, waste, or abuse or suspected fraud, waste, or abuse affecting NTBHA.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP");
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
  - c. Additional information that we may request from management for the purpose of the audit; and
  - d. Unrestricted access to persons within NTBHA from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including, among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter, and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Single Audit Act, the Uniform Guidance, and TxGMS, management is responsible for (a) identifying all federal awards received and expended, (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance and TxGMS requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

### **Reporting**

We will issue a written report upon completion of our audit of NTBHA's financial statements. Our report will be addressed to the Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of NTBHA's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on NTBHA's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of NTBHA's schedule of expenditures of federal and state awards for the year ended August 31, 2025;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance and Texas Grant Management Standards; and
4. An accompanying schedule of findings and questioned costs.

### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in NTBHA's books and records. NTBHA will determine that all such data, if necessary, will be so reflected. Accordingly, NTBHA will not expect us to maintain copies of such records in our possession.

To the Board of Directors  
North Texas Behavioral Health Authority  
August 6, 2025  
Page 5

The assistance to be supplied by NTBHA personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Elizabeth Goodwin, Chief Financial Officer. The timely and accurate completion of this work is an essential condition for our completion of the audit and issuance of our audit report.

### **Non-audit Services**

In connection with our audit, you have requested us to perform certain non-audit services:

1. Drafting financial statements and related notes
2. Assistance with certain account reconciliations, if applicable
3. Proposing adjusting journal entries, if applicable
4. Assistance with lease and SBITA schedules

The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to NTBHA, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. NTBHA has agreed that Elizabeth Goodwin, Chief Financial Officer, possesses suitable skill, knowledge, or experience and that the individual understands the services listed above to be performed sufficiently to oversee them. Accordingly, North Texas Behavioral Health Authority agrees to the following:

1. North Texas Behavioral Health Authority has designated Elizabeth Goodwin, Chief Financial Officer, as a senior member of management who possesses suitable skill, knowledge, and experience to oversee the services;
2. Elizabeth Goodwin, Chief Financial Officer, will assume all management responsibilities for the subject matter and scope of the Non-Audit Services listed above;
3. NTBHA will evaluate the adequacy and results of the services performed; and
4. NTBHA accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with NTBHA's management and those charged with governance of the objectives of the non-audit services, the services to be performed, NTBHA's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

### **Other Relevant Information**

In accordance with GAS, a copy of our most recent peer review report has been provided to you for your information.

### **Fees and Costs**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of a percentage of fees for all other expenses, including indirect administrative expenses such as technology,

research, library databases, and lease software usage at \$160 per lease, if applicable. Our fee for the services described in this letter is not expected to exceed \$99,500, in which case we will discuss the situation with you before proceeding. Our fee estimate and completion of our work are based on the following criteria:

1. Anticipated cooperation from NTBHA personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Payment is due upon invoice delivery.

#### **Use of Third-Party Service Providers and Third-Party Products**

We may, at our sole discretion, use qualified third-party service providers to assist us in providing you with professional services. In such circumstances, it may be necessary for us to disclose Confidential Information and Personal Information (as such terms are defined below) to them. We may share your information, including Confidential Information and Personal Information, with these third-party service providers, provided that such recipients are bound by written obligations of confidentiality. You acknowledge and agree that our use of a third-party service provider may involve the processing, input, disclosure, movement, transfer, and storage of your information and data, including Confidential Information and Personal Information, outside of our technology infrastructure. We will be responsible to you for the performance of our third-party service providers, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We may also provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours which may result in the access, transfer, disclosure, storage or processing of such information and data outside of the United States. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of the licensor of such Third-Party Product relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein and you acknowledge and agree that such NTBHA-provided data and information may be collected, processed, stored, and used by such licensors for benchmarking, analytics, marketing, and other business purposes in support of the Third-Party Product.

To the extent Condley gives NTBHA access to a Third-Party Product in connection with the services contemplated herein, NTBHA agrees to comply with the terms of any applicable EULA for such Third-Party Product, and NTBHA shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product by NTBHA or any user to whom NTBHA grants access to such Third-Party Product. NTBHA agrees to indemnify and hold Condley harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages,

costs, expenses, fees (including reasonable legal fees, expenses, and costs), and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product by NTBHA or any user to whom NTBHA grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, or maintenance. We will not be liable for any damages relating to such limitations, delays, delivery failures, interruptions, errors, or other problems. Nor will we be held responsible or liable for any loss, unauthorized use, or disclosure of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

#### **Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of Condley. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Condley's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Condley for NTBHA under this Engagement Letter or any documents belonging to NTBHA or furnished to Condley by NTBHA.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Condley policies and will be agreed to, accounted for, and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in Condley's form. Condley reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for NTBHA, NTBHA will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of Condley audit personnel and at a location designated by our firm.

#### **Indemnification, Limitation of Liability, and Claim Resolution**

Because Condley and Company, L.L.P. will rely on NTBHA and its management and NTBHA Commissioners to discharge the foregoing responsibilities, NTBHA agrees to indemnify, hold harmless, and release Condley and Company, L.L.P. and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the

**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY ("NTBHA") AND CONDLEY AND COMPANY, L.L.P. ("CONDLEY") AGREE THAT NO CLAIM ARISING OUT OF, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ENGAGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY CONDLEY OR THE DATE OF THIS ENGAGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL**

**CONDLEY OR NTBHA OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A COVERED PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS ENGAGEMENT LETTER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ENGAGEMENT LETTER OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY NTBHA TO CONDLEY UNDER THIS ENGAGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL OR SHALL BE INTERPRETED OR CONSTRUED TO RELIEVE NTBHA OF ITS PAYMENT OBLIGATIONS TO CONDLEY UNDER THIS ENGAGEMENT LETTER.**

#### **Confidentiality**

Condley and NTBHA may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, Condley and NTBHA agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, Condley is permitted to disclose NTBHA's Confidential Information to Condley's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

"Confidential Information" means, information in any form, consisting of: (i) any nonpublic information provided by the Disclosing Party; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter. Without limiting the generality of the foregoing, NTBHA acknowledges and agrees that Documentation constitutes Confidential Information of Condley.

"Confidential Information" will not include information that (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

NTBHA consents to the Condley Parties using Confidential Information and Personal Information provided by or on behalf of NTBHA to: (i) improve the quality of our services and offerings; and/or (ii) develop or perform internal data analysis, business analytics or insights, or other internal insight generation. Information developed in connection with these purposes may be used or disclosed to current or prospective clients to provide services or offerings. The Condley Parties will not use or disclose such Confidential Information or Personal Information in a way that would permit NTBHA or an individual to be identified by third parties without your prior written consent.

#### **Personal Information**

As used herein, the term "Personal Information" means any personal information or data, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use, and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

If we become aware of an unauthorized acquisition or use of NTBHA-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

#### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables that are not otherwise reflected in your books and records, without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

### **Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any loss, damage, or expense arising out of or from, or relating to, such termination or suspension of our services.

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that, in its judgment, would cause its continued performance to result in a violation of law, a regulatory requirement, a legal process, a contractual obligation with a third party, applicable professional or ethical standards, or, in the case of Condley, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List (as defined below).

Neither Condley nor NTBHA shall be responsible for any delay or failure in its performance resulting from acts beyond its reasonable control (each, a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days by a Force Majeure Event; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management or those charged with governance, and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing, and fee arrangement discussed in this Engagement Letter will no longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

### **Miscellaneous**

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Notwithstanding anything stated to the contrary in this Engagement Letter, NTBHA acknowledges and consents that we also may utilize Confidential Information and Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit NTBHA or an individual to be identified by third parties without your prior written consent.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

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We agree that our association with any proposed offering is not necessary, providing NTBHA agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. NTBHA agrees that the following disclosure will be prominently displayed in any such official statement:

*Condley and Company, L.L.P., our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Condley and Company, L.L.P. has also not performed any procedures relating to this official statement.*

Our professional standards require that we perform certain additional procedures on current and previous years' engagements whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals, or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. NTBHA shall not and shall not permit third parties to access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. NTBHA shall not knowingly cause Condley to violate any sanctions applicable to Condley. As used herein, "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, and the United Nations Security Council.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

### **Governing Law**

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles, and applicable U.S. federal law.

### **Entire Agreement**

This Engagement Letter including any exhibits, policies, schedules, and/or other documents expressly incorporated herein by reference or attached hereto, constitutes the entire of agreement between Condley and NTBHA, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

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**Electronic Signatures and Counterparts**

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect as a manual signature.

**Acknowledgment and Acceptance**

Each party acknowledges that it has read and agrees to all of the terms contained herein, including any exhibits, policies, schedules, and/or other documents expressly incorporated herein by reference or attached hereto. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

**AGREED TO AND ACKNOWLEDGED BY:**

*Condley and Company, L.L.P.*

Certified Public Accountants  
Ryan Gibson, CPA, Assurance Partner

Confirmed on behalf of North Texas Behavioral Health Authority:

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Name \_\_\_\_\_ Date \_\_\_\_\_

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Title \_\_\_\_\_

### ***Additional Communication with the Board of Directors***

This communication is intended to communicate certain matters related to the planned scope and timing of our audit of North Texas Behavioral Health Authority's financial statements as of and for the year ended August 31, 2025.

#### **Communication**

Effective two-way communication between our firm and the Board of Directors is important for understanding audit-related matters and developing a constructive working relationship.

Your insights may assist us in understanding North Texas Behavioral Health Authority and its environment, identifying appropriate sources of audit evidence, and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will communicate any matters you consider relevant to the audit to us in a timely manner. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We will also communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Additionally, we will communicate significant unusual transactions, matters that are difficult or contentious for which we consulted outside the engagement team, and circumstances that affect the form and content of the auditor's report. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing.

#### **Shared Responsibilities for Independence:**

Independence is a joint responsibility and is managed most effectively when management, audit committees (or their equivalents), and audit firms work together in considering compliance with the American Institute of Certified Public Accountants (AICPA) and the U.S. Government Accountability Office (GAO) independence rules. For Condley to fulfill its professional responsibility to maintain and monitor independence, management, the Board of Directors, and Condley each play an important role.

#### **Our responsibilities**

- AICPA and GAO rules require independence in both the mind and appearance when providing audit and other attestation services. Condley is to ensure that the AICPA and GAO's General Requirements for performing nonattest services are adhered to and included in all letters of engagement.
- Maintain a system of quality management over compliance with independence rules and firm policies.

#### **Your responsibilities**

- Timely inform Condley, before the effective date of transactions or other business changes, of the following, if applicable:
  - New affiliates, directors, or officers.
  - Changes in the organizational structure or the reporting entity impacting affiliates such as subsidiaries, partnerships, related entities, investments, joint ventures, component units, and jointly governed organizations.

- Provide necessary affiliate information such as new or updated structure charts, as well as financial information required to perform materiality calculations needed for making affiliate determinations.
- Understand and conclude on the permissibility, prior to NTBHA and its affiliates, officers, directors, or persons in a decision-making capacity, engaging in business relationships with Condley.
- Not entering into arrangements for nonattest services, resulting in Condley being involved in making management decisions on behalf of NTBHA.
- Not entering into relationships resulting in close family members of Condley covered persons, temporarily or permanently acting as an officer, director, or person in an accounting, financial reporting or compliance oversight role at NTBHA.

### **Independence**

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, our partners and professional employees are restricted in their ability to own a direct financial interest or a material indirect financial interest in a client or any affiliate of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with firm policy. In addition, our policies prohibit us from providing certain nonattest services and require audit clients to accept certain responsibilities in connection with the provision of permitted nonattest services.

### **The Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your business. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of your system of internal control. We will use this understanding to identify risks of material misstatement and noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance.

### **The Concept of Materiality in Planning and Executing the Audit**

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements on the audit and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinion in our report. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing, and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could

have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

### **Significant Risks of Material Misstatement**

Our audit of the financial statements includes the performance of risk assessment procedures in order to identify risks of material misstatement, whether due to fraud or error. As part of these risk assessment procedures, we determine whether any risks identified are a significant risk. A significant risk is an identified risk of material misstatement for which the assessment of inherent risk is close to the upper end of the spectrum of inherent risk due to the degree to which inherent risk factors affect the combination of the likelihood of a misstatement occurring, and the magnitude of the potential misstatement should that misstatement occur, or that is to be treated as a significant risk in accordance with auditing standards generally accepted in the United States of America. As part of our initial risk assessment procedures, we identified the following risks as significant risks. Additional significant risks may be identified as we perform additional audit procedures.

<b>Risk Name</b>	<b>Risk Description</b>	<b>Planned Response</b>
Management override of controls	Management could override controls set by management.	Auditor will test journal entries, evaluate whether judgments and decisions made by management in making accounting estimates indicate any management bias.
Revenue Recognition	Revenue could be recognized that is not substantiated, and misstate the financial statements.	Revenue will be tested by an experienced staff member. The transactions will be substantiated and analyzed to verify revenue is properly recorded.
Capital Assets	Listing of assets capitalized is not complete and accurate, possibly overstating expenses with capital additions or depreciation on disposed items.	Auditor will select a sample of additions for testing and will perform a search for uncapitalized assets in repair and maintenance accounts.
Deferred Revenue	Revenue could be recorded in the wrong period based on when it is received instead of for the period it relates to.	Auditor will perform a search for unrecorded deferred revenue as well as test existing revenue to determine if it was recorded in the appropriate period, or should be deferred.
Leases and SBITAs	Leases/SBITAs right-of-use assets and liabilities could be incorrectly recorded or not recorded.	Auditor will perform a search for unrecorded leases/SBITAs and will test lease activity during the current year.

### **Our Approach to Understanding Your System of Internal Control**

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of NTBHA's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue a report on internal control over financial reporting and compliance, and other matters related to the financial statements. This report describes the scope of testing of internal control over financial reporting and compliance, and the results of our tests of internal control over financial reporting and compliance. Our report on internal control over financial reporting and compliance and other matters will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting and noncompliance and other matters consistent with the requirements of *Government Auditing Standards*, issued by the Comptroller General of the United States.

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We will also issue a report on compliance for each major federal program and on internal control over compliance, consistent with the requirements of *the Single Audit Act and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR 200 (Uniform Guidance). This report describes the scope of testing of internal control and compliance and the results of our tests of internal control and compliance, consistent with the Single Audit Act and Uniform Guidance. We will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over each major program, report any noncompliance that could have a direct and material effect on each major program and report any known or likely fraud affecting a federal award consistent with the Single Audit Act and Uniform Guidance.

**Timing of the Audit**

We will schedule the fieldwork dates with management and inform the Board of Directors of those dates. Management's adherence to its closing schedule and timely completion of information used by us in the audit is essential to the audit's timely completion.

**Closing**

We are pleased to answer any questions you have about the foregoing and appreciate the opportunity to be of service to North Texas Behavioral Health Authority.

This communication is intended solely for the information and use of the Board of Directors and is not intended to be and should not be used by anyone other than the specified party.

*Condley and Company, L.L.P.*

Certified Public Accountants  
Ryan Gibson, CPA, Assurance Partner

## ATTACHMENT

Condley and Company, L.L.P  
Peer Review Report

## **REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL**

November 18, 2024

To the Partners of Condley and Company, LLP  
and the National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of Condley and Company, LLP (the "firm") in effect for the year ended May 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; and audit performed under FDICIA

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Condley and Company, LLP in effect for the year ended May 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency (ies) or fail. Condley and Company, LLP has received a peer review rating of pass.

*Carr, Riggs & Ingram, LLC*

Carr, Riggs, & Ingram, LLC

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 459-2025 Approve Nominating Committee for NTBHA Board Officers for FY 2026

**DATE:** August 13, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of August 2025, the following Resolution was adopted:

**WHEREAS**, the Health and Human Service Commission has designated the North Texas Behavioral Health Authority (NTBHA) as the Local Behavioral Health Authority (LBHA) for a service area consisting of the following six counties: Dallas, Ellis, Hunt, Kaufman, Navarro and Rockwall, effective January 1, 2017; and

**WHEREAS**, the NTBHA Board of Directors was created to govern the affairs of NTBHA; and

**WHEREAS**, NTBHA seeks to create a well-managed, integrated, and high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area; and

**WHEREAS**, NTBHA is responsible for the management of the network of behavioral health providers; and

**WHEREAS**, NTBHA seeks to (1) Maintain a competent and committed workforce, (2) Facilitate access to behavioral health services, (3) Manage core operations efficiently and effectively, and (4) Identify and develop additional opportunities for service area development.

**IT IS THEREFORE RESOLVED** that the North Texas Behavioral Health Authority Board of Directors approves a Nominating Committee to nominate NTBHA Board Officers for FY 2026. Nominating Committee members are:

**DONE IN OPEN MEETING** this the 13th day of August 2025.

Recommended by:

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Carol E. Lucky  
Chief Executive Officer  
North Texas Behavioral Health Authority

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Commissioner Dr. Elba Garcia  
Chair, Board of Directors  
North Texas Behavioral Health Authority



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE:** August 13, 2025

**AGENDA ITEM: #28 Resolution 459-2025 Approve Nominating Committee for NTBHA Board Officers for FY 2026**

**Recommendation/Motion:** Approve nominating committee **members** and **chair** for the annual election of NTBHA Board Officers for FY 2026

**Background:**

According to the NTBHA By-Laws, Article III Officers, section 3.1: “Elections for the offices of Chairperson (“Chair”), Vice-Chairperson (“Vice-Chair”), Treasurer, Secretary, and such other officers as may be designated and approved by the Board shall be held at a regular scheduled meeting in September of each year.” By appointing the nomination committee at the August board meeting, proposed officers can be selected by the nominating committee and then presented for board approval at the September board meeting.

**Evaluation:** NA

**Financial Information:** NA

**Implementation Schedule:** Upon approval by the NTBHA board.

Attachments: N/A



**Aligns with Visions #1, 2, 3, and 4**

**NTBHA Strategic Visions**

**Vision #1 NTHBA will maintain a competent and committed workforce.**

**Vision #2 NTBHA will facilitate access to behavioral health services.**

**Vision #3 NTBHA will manage core operations efficiently and effectively.**

**Vision #4 NTBHA will identify and develop additional opportunities for service area development.**

**Presented By:** Carol Lucky, Chief Executive Officer