



# **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

## **BOARD OF DIRECTORS MEETING**

**September 10, 2025  
12:00 PM**

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## 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, September 10, 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/88509925397?pwd=dDiaQQGaRgGE1Xca8bLOof90byEREr.1>

**Passcode: 335433**

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

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### 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.	*Resolution 460-2025 Elect NTBHA Board of Directors Officers for FY2026	Commissioner Dr. Elba Garcia, Chair	
3.	Secretary's Report *Present Minutes for approval: <i>August 2025</i>	Judge Cody Beauchamp, Secretary	X
4.	Finance Committee Report *Financial Reports for approval: <i>July 2025</i>	Ryan Brown, Treasurer	X
5.	Public Commentary - <i>Limited to 2 minutes – only those who are registered</i>		
	<b>Consent Agenda Items</b>		
6.	Provider Meeting Update	Matt Roberts	X
7.	PLAG - Psychiatrists Leadership & Advocacy Group Update	John Bennett, M.D.	X
8.	PNAC - Planning & Network Advisory Committee Update	Walter Taylor, PhD	X
9.	Legislative Update	Janie Metzinger	X
	<b>Agenda Item</b>		
10.	Chief Executive Officer's Overview and Analysis	Carol Lucky	X
11.	*Resolution 461-2025 Approve NTBHA FY2026 Budget	Carol Lucky/Elizabeth Goodwin	X

12.	*Resolution 462-2025 Ratify HHSC Treatment Services Grant Program (TSG) for FY 2026-FY 2030	Carol Lucky	X
13.	*Resolution 463-2025 Ratify HHSC Contract for Local Behavioral Health Authority Grant Program (SA/AUTH) for FY 2026 – FY 2030	Carol Lucky	X
14.	*Resolution 464-2025 Ratify HHSC Outreach, Screening, Assessment, & Referral (OSAR) Grant Program for FY 2026-FY 2028	Carol Lucky	X
15.	*Resolution 465-2025 Ratify HHSC Treatment for Adults (TRA) Amendment No.5 for FY 2025	Carol Lucky	X
16.	*Resolution 466-2025 Ratify HHSC Behavioral Health Internship Stipend Program (BHIS) for FY 2025-FY 2027	Carol Lucky	X
17.	*Resolution 467-2025 Ratify HHSC Contract for Comprehensive Case Management Services (CCMS) Grant Program for FY 2026 – FY 2030	Carol Lucky	X
18.	*Resolution 468-2025 Ratify HHSC Inpatient Capacity Restoration (ICR) Program Amendment No.1 for FY 2026-FY 2027	Carol Lucky	X
19.	*Resolution 469-2025 Ratify HHSC Contract for Community Health Worker (CHWs) Grant Program for FY 2026 – FY 2028	Carol Lucky	X
20.	*Resolution 470-2025 Ratify HHSC Rural Mental Health Initiative Grant (RMHI) for FY 2026-FY 2029	Carol Lucky	X
21.	*Resolution 471-2025 Ratify HHSC State Hospital Step-Down Program (SHSD) Amendment No.1 for FY 2026-FY 2027	Carol Lucky	X
22.	*Resolution 472-2025 Approve Signature Authority of Walter Taylor for TBRA (Tenant-Based Rental Assistance)	Carol Lucky	X
23.	*Resolution 473-2025 Approve New Appointees to the PNAC (Planning and Network Advisory Committee)	Carol Lucky	X
24.	*Resolution 474-2025 Ratify HHSC Construction Grant Program for Mental Health Facilities (Crisis Facility) for FY2026 – FY2028	Carol Lucky	X
25.	*Resolution 475-2025 Ratify HHSC Construction Grant Program for Mental Health Facilities (Housing) for FY2026 – FY2028	Carol Lucky	X
26.	<p>Executive Session</p> <p><b><i>The Board may go into Executive Session pursuant to Chapter 551, Subchapter D, Texas Govt. Codes as shown below:</i></b></p> <p><b>Tex. Gov't Codes: § 551.071, § 551.072</b></p>		

27.	Discussion and possible vote in open session on matters considered in Executive Session	Commissioner Dr. Elba Garcia, Chair	
28.	Next Regular Board of Directors Meeting: <a href="#">October 8, 2025</a>	Commissioner Dr. Elba Garcia, Chair	
29.	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.

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 460-2025 Elect NTBHA Board of Directors Officers for FY 2026

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 elects the following board members for the following offices for FY 2026: 1. Chair:\_\_\_\_\_, 2. Vice-Chair:\_\_\_\_\_, 3. Treasurer:\_\_\_\_\_, and 4. Secretary:\_\_\_\_\_.

**DONE IN OPEN MEETING** this the 10<sup>th</sup> day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE:** September 9, 2025

**AGENDA ITEM:** 460-2025 Elect NTBHA Board of Directors Officers for FY 2026

**Recommendation/Motion:** Elect NTBHA Board of Directors Officers for FY 2026: 1. Chair: \_\_\_\_\_ 2. Vice-Chair: \_\_\_\_\_, 3. Treasurer: \_\_\_\_\_, and 4. Secretary: \_\_\_\_\_.

**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.”

**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	NTBHA 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

**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**  
**August 13, 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			X				N
Janis Burdett, <u>Vice-Chair</u> <b>Ellis County</b>	X	X	N	X	X	X			X				N
Ryan Brown, <u>Treasurer</u> <b>Dallas County</b>	X	X	N	X	X	X			X				N
Judge Cody Beauchamp, <u>Secretary</u> <b>Navarro County</b>	X	A	N	X	X	X			X				N
Judge Mary Bardin, <b>Kaufman County</b>	X	A	N	X	X	X			X				N
Judge Lela Lawrence Mays <b>Dallas County</b>	X	X	N	X	A	A			X				N
Maricela Canava <b>Dallas County</b>	X	X	N	X	X	X			X				N
Major Todd Calkins <b>Rockwall County</b>	X	X	N	X	A	X			X				N
Deputy Michael Allen <b>Rockwall County</b>	X	A	N	A	A	A			A				N
Captain Charlie York <b>Navarro County</b>	X	A	N	X	A	A			X				N
Sergeant Brad Elliott <b>Ellis County</b>	A	A	N	X	X	A			A				N
Nikki Haynes <b>Hunt County</b>	A	X	N	A	X	A			X				N

**Attendance Legend:**

**X** = Attended monthly BOD meeting

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

**-** = Position not appointed

**E** = Absent Excused

**A** = Absent

**R** = Resigned

**N** = No meeting held

**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 12:03 PM. This meeting was conducted as a videoconference via Zoom with limited board members and staff physically onsite. Approximately 54 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 June 11, 2025, board meeting were presented for approval. No revisions were noted.

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

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

The May and June 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 Janis Burdett. 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 praised Janie Metzinger for her detailed and well-prepared legislative report.

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

**Item #9****Chief Executive Officer's Overview and Analysis****Carol Lucky, CEO, reported.**

NTBHA is in the process of negotiating and budgeting for new state contracts. The main LMHA contract and the primary contract for Substance Use services have not yet been received. Preliminary budget information for the Substance Use grant indicates level funding with the possibility of a slight increase. Substance Use services for adults, youth and women are expected to be consolidated into a single contract. NTBHA, with the State's support, will collaborate with Collin County to manage funding for Substance Use services across the region.

Another change in Substance Use services is that OBOT (Office-Based Opioid Treatment) and RSS (Recovery Support Services) will be contracted to Be Well Texas, part of UT Health Science Center in San Antonio. At this time, it is still unclear whether NTBHA will contract directly with Be Well Texas. NTBHA is applying for the grants.

NTBHA received a three-year re-certification as a *Certified Community Behavioral Health Clinic (CCBHC)*.

**Item #10**

**\*Resolution 441-2025 Approve NTBHA FY2026 Budget**

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

This agenda item will be moved to a future meeting.

**Item #11**

**\*Resolution 442-2025 Ratify HHSC Children's Crisis Respite Grant for FY2026 (Amendment No. 1)**

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

This resolution ratifies the signature of the CEO on the HHSC contract for the Children's Crisis Respite Grant for FY 2026 (Contract No. HHS001222700007). This is the respite program in Waxahachie, TX and the funding added for FY2026 is \$1M.

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

**Item #12**

**\*Resolution 443-2025 Ratify HHSC Children's Mental Health System Navigator Grant for FY2026 – FY2027 (Amendment No. 1)**

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

This resolution ratifies 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) adding \$245,366 in funding.

- Vote: Judge Lela Lawrence Mays motioned approval, seconded by Maricela Canava. The motion carried.

**Item #13**

**\*Resolution 444-2025 Ratify HHSC Construction Grant Program for Mental Health Facilities (Crisis Facility) for FY2026 – FY2028**

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

This agenda item will be moved to a future meeting.

**Item #14**

**\*Resolution 445-2025 Ratify HHSC Construction Grant Program for Mental Health Facilities (Housing) for FY2026 – FY2028**

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

This agenda item will be moved to a future meeting.

**Item #15**

**\*Resolution 446-2025 Ratify HHSC Forensic Support Teams (FST) Grant for FY2026**

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

This resolution ratifies the signature of the CEO on the HHSC Forensic Support Teams (FST) Grant for FY 2025—Amendment No. 1 (Contract No. HHS001530400002).

- Vote: Judge Cody Beauchamp motioned approval, seconded by Major Todd Calkins. The motion carried.

**Item #16****\*Resolution 447-2025 Ratify HHSC Healthy Community Collaborative (HCC) Grant for FY2026**

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

This resolution ratifies the signature of the CEO on the Rural Healthy Community Collaborative Contract Amendment No. 2 (HHS000679500001). This is for the housing program for Hunt and Navarro counties only. The funding award is \$290,000 with a \$72,000 match and it is level funding.

- Vote: Judge Cody Beauchamp motioned approval, seconded by Captain York. The motion carried.

**Item #17****\*Resolution 448-2025 Ratify HHSC Youth Crisis Outreach Team (YCOT) Grant for FY2026 – FY2027**

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

This resolution ratifies 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). \$1.7M in funding for two years. Madam Vice-Chair, Janis Burdett commended NTBHA staff for their efforts in bringing these programs to NTBHA's region.

- Vote: Janis Burdett motioned approval, seconded by Judge Lela Lawrence Mays. The motion carried.

**Item #18****\*Resolution 449-2025 Ratify TDCJ Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) Contract for FY2026 – FY2027**

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

This resolution ratifies 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). The contract is a renewal with level funding and the program continues to be run by Dallas Metrocare.

- Vote: Judge Lela Lawrence Mays motioned approval, seconded by Major Todd Calkins. The motion carried.

**Item #19****\*Resolution 450-2025 Ratify HHSC SUD Treatment for Adults (TRA) Grant for FY2025 (Amendment No. 4)**

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

This resolution 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)

- Vote: Janis Burdett motioned approval, seconded by Judge Cody Beauchamp. The motion carried.

**Item #20****\*Resolution 451-2025 Ratify HHSC SUD Treatment for Females (TRF) Grant for FY2025 (Amendment No. 4)**

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

This resolution ratifies the signature of the CEO on the HHSC SUD Treatment for Females (TRF) Grant for FY 2025--Amendment No. 4 (Contract No. HHS000779800003).

- Vote: Janis Burdett motioned approval, seconded by Judge Lela Lawrence Mays. The motion carried.

**Item #21****\*Resolution 452-2025 Ratify HHSC Multi Systemic Therapy (MST) Grant for FY2026 – FY2027 (Amendment No. 3)**

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

This resolution 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).

- Vote: Janis Burdett motioned approval, seconded by Judge Cody Beauchamp. The motion carried.

**Item #22****\*Resolution 453-2025 Ratify NTBHA Lease for MST Program in Kaufman County**

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

This resolution ratifies the signature of the CEO on the NTBHA Lease for the MST (Multi-Systemic Therapy) Program in Kaufman County. This contract is a continuation lease for \$400 per month through 6-1-2026.

- Vote: Captain York motioned approval, seconded by Judge Lela Lawrence Mays. The motion carried.

**Item #23****\*Resolution 454-2025 Ratify HHSC Outreach Screening Assessment and Referral (OSAR) Grant for FY2025 Amendment No. 6**

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

This resolution approves the SUD Outreach, Screening, Assessment, and Referral (OSAR) Contract Renewal, Amendment No. 6 for FY 2025 (Contract No. HHS000782500003, Amendment No. 6).

- Vote: Janis Burdett motioned approval, seconded by Judge Lela Lawrence Mays. The motion carried.

**Item #24****\*Resolution 455-2025 Approve Private Psychiatric Bed (PPB) Contract for Perimeter Behavioral Health Hospital of Arlington**

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

This resolution approves 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 for \$760 per bed, per day.

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

**Item #25****\*Resolution 456-2025 Ratify HHSC Mental Health Grant for Justice-Involved Individuals for FY2026 – FY2027**

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

This resolution ratifies the signature of the CEO on the HHSC Mental Health Grant for Justice-Involved Individuals for FY 2026—FY 2027 (Contract No. HHS001545200025).

- Vote: Ryan Brown motioned approval, seconded by Judge Cody Beauchamp. The motion carried.

**Item #26****\*Resolution 457-2025 Ratify HHSC Rural Crisis Response and Diversion Grant for FY2026 – FY2027**

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

This resolution ratifies the signature of the CEO on the HHSC Rural Crisis Response and Diversion Grant for FY 2026—FY 2027 (Contract No. HHS001596400003). Kaufman Living Room. Funding is \$496,000.

- Vote: Major Todd Calkins motioned approval, seconded by Maricela Canava. The motion carried.

**Item #27****\*Resolution 458-2025 Approve External Audit Engagement with Condley and Company, LLP Certified Public Accountants and Business Advisors for FY2025**

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

This resolution authorizes 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. The cost is \$99,500. Commissioner Dr. Elba Garcia asked if the cost and staff is comparable with previous firms. Mrs. Elizabeth Goodwin stated the cost is less than the cost of previous firms and they have a larger staff.

- Vote: Ryan Brown motioned approval, seconded by Judge Cody Beauchamp. The motion carried.

**Item #28**

**\*Resolution 459-2025 Approve Nominating Committee for NTBHA Board Officers for FY2026**

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

This resolution approves the Nominating Committee to nominate NTBHA Board Officers for FY 2026. The nominating Committee members are Judge Lela Lawrence Mays, Maricela Canava and Major Todd Calkins.

- Vote: Janis Burdett motioned approval, seconded by Judge Cody Beauchamp. The motion carried.

**Item #29**

**Executive Session**

The Board may go into Executive Session pursuant to Chapter 51, Subchapter D, Texas Govt. Codes. If during the source 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:  
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 valued 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 § 551.076 – Deliberations regarding Economic Development negotiations.

- **The board did not meet for executive session.**

**Item #30**

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

**Item #31**

**Next NTBHA Board Meeting**

- The next meeting is scheduled for **September 10, 2025, at 12:00 Noon.**

**Item #32**

**Adjournment**

- Janis Burdett moved to adjourn, seconded by Major Todd Calkins.
- By vote of agreement, the NTBHA Board of Directors Meeting was adjourned at 12:52 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
ONDCP	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 - JUL25

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>MTD Total</u>
Revenue						
Federal Revenue	(59,666)	802,005	1,069,684	60,250	0	1,872,272
State Revenue	119,737	9,471,606	184,569	24,699	0	9,800,611
Local Revenue	136,920	162,012	94,565	0	0	393,496
Match Revenue	0	67,942	0	0	0	67,942
IN KIND Revenue	0	369,076	0	0	0	369,076
Other Revenue	0	(12,094)	0	0	0	(12,094)
Interest Income	0	0	0	0	55,210	55,210
Total Revenue	<u>196,991</u>	<u>10,860,547</u>	<u>1,348,818</u>	<u>84,949</u>	<u>55,210</u>	<u>12,546,515</u>
Operating Expenses						
Provider Payments	0	7,957,010	1,121,105	45,775	0	9,123,890
In-Kind Provider Payments	0	369,076	0	0	0	369,076
Personnel Expenses	408,417	401,247	104,488	6,478	469,553	1,390,183
Personnel Fringe Benefits	105,599	98,937	30,599	1,785	97,512	334,432
Travel Expense	9,564	8,350	1,521	0	4,049	23,483
Supplies Expense	5,867	4,521	2,389	0	325,332	338,110
Contractual Expense	26,322	282,099	813	0	99,560	408,794
Other Expense	24,552	159,617	62,784	21,848	211,663	480,465
Depreciation Expense	0	0	0	0	43,256	43,256
Total Expenses	<u>580,322</u>	<u>9,280,856</u>	<u>1,323,699</u>	<u>75,885</u>	<u>1,250,925</u>	<u>12,511,688</u>
Admin Allocation						
Admin Allocation	(383,331)	1,605,680	25,119	8,038	(1,255,506)	0
Total Admin Allocation	<u>(383,331)</u>	<u>1,605,680</u>	<u>25,119</u>	<u>8,038</u>	<u>(1,255,506)</u>	<u>0</u>
Total	<u>0</u>	<u>(25,990)</u>	<u>0</u>	<u>1,026</u>	<u>59,791</u>	<u>34,827</u>
<b>NET SURPLUS/(DEFICIT)</b>	<b><u>0</u></b>	<b><u>(25,990)</u></b>	<b><u>0</u></b>	<b><u>1,026</u></b>	<b><u>59,791</u></b>	<b><u>34,827</u></b>

**North Texas Behavioral Health Authority**  
**Statement of Revenue, Expenses and Changes in Net Position**  
FY2025 All Combined Contracts YTD JUL25

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>YTD Total</u>
Revenue						
Federal Revenue	0	20,631,899	12,932,515	60,250	508,782	34,133,445
State Revenue	7,937,767	73,589,503	1,287,536	330,073	0	83,144,879
Local Revenue	2,473,002	1,151,793	849,441	0	960,050	5,434,287
Match Revenue	0	662,760	0	0	0	662,760
IN KIND Revenue	0	6,667,998	0	0	0	6,667,998
Other Revenue	0	(12,094)	3,439	0	200,838	192,183
Interest Income	0	0	0	0	512,300	512,300
Total Revenue	<u>10,410,769</u>	<u>102,691,860</u>	<u>15,072,931</u>	<u>390,323</u>	<u>2,181,970</u>	<u>130,747,852</u>
Operating Expenses						
Provider Payments	0	78,726,592	13,303,813	45,775	1,157,889	93,234,069
In-Kind Provider Payments	0	6,667,998	0	0	0	6,667,998
Personnel Expenses	4,167,147	3,889,689	1,033,192	70,715	4,581,890	13,742,632
Personnel Fringe Benefits	1,122,031	989,595	321,703	18,922	1,135,701	3,587,952
Travel Expense	49,557	65,429	13,083	272	52,987	181,327
Supplies Expense	34,593	541,020	15,593	0	1,608,789	2,199,996
Contractual Expense	296,666	3,352,170	3,476	0	1,036,172	4,688,483
Other Expense	200,373	3,182,477	201,646	331,445	2,132,402	6,048,342
Depreciation Expense	0	0	0	0	427,508	427,508
Total Expenses	<u>5,870,366</u>	<u>97,414,969</u>	<u>14,892,507</u>	<u>467,128</u>	<u>12,133,338</u>	<u>130,778,308</u>
Admin Allocation						
Admin Allocation	4,540,403	5,710,687	180,424	43,983	(10,475,497)	0
Total Admin Allocation	<u>4,540,403</u>	<u>5,710,687</u>	<u>180,424</u>	<u>43,983</u>	<u>(10,475,497)</u>	<u>0</u>
Total	<u>0</u>	<u>(433,796)</u>	<u>0</u>	<u>(120,789)</u>	<u>524,130</u>	<u>(30,455)</u>
<b>NET SURPLUS/(DEFICIT)</b>	<b><u>0</u></b>	<b><u>(433,796)</u></b>	<b><u>0</u></b>	<b><u>(120,789)</u></b>	<b><u>524,130</u></b>	<b><u>(30,455)</u></b>

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

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actuals	Budget	Variance
Revenue						
Federal Revenue	1,872,272	3,715,484	(1,843,212)	34,133,445	40,870,319	(6,736,874)
State Revenue	9,800,611	7,946,800	1,853,811	83,144,879	87,414,797	(4,269,918)
Local Revenue	393,496	1,032,978	(639,482)	5,434,287	11,362,757	(5,928,470)
Match Revenue	67,942	639,473	(571,531)	662,760	7,034,200	(6,371,440)
IN KIND Revenue	369,076	-	369,076	6,667,998	-	6,667,998
Other Revenue	(12,094)	-	(12,094)	192,183	-	192,183
Interest Income	55,210	-	55,210	512,300	-	512,300
Total Revenue	12,546,515	13,334,734	(788,219)	130,747,852	146,682,074	(15,934,222)
Operating Expenses						
Direct Expenses						
Provider Payments	9,123,890	7,639,453	(1,484,437)	93,234,069	84,033,984	(9,200,085)
In-Kind Provider Payments	369,076	-	(369,076)	6,667,998	-	(6,667,998)
Personnel Expenses	1,390,183	1,426,132	35,949	13,742,632	15,687,453	1,944,821
Personnel Fringe Benefits	334,432	312,425	(22,007)	3,587,952	3,436,676	(151,276)
Travel Expense	23,483	26,383	2,900	181,327	290,213	108,886
Supplies Expense	338,110	97,704	(240,406)	2,199,996	1,074,743	(1,125,253)
Contractual Expense	408,794	3,070,797	2,662,003	4,688,483	33,778,766	29,090,283
Other Expense	480,465	743,322	262,857	6,048,342	8,176,537	2,128,195
Depreciation Expense	43,256	18,518	(24,738)	427,508	203,702	(223,806)
Total Operating Expenses	12,511,688	13,334,734	823,044	130,778,308	146,682,074	15,903,767
Net Surplus/(Deficeit)	34,827	-	34,827	(30,455)	-	(30,455)



**NTBHA Provider Network Meeting**  
**August 29, 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 <ul style="list-style-type: none"> <li>○ 60 to 90 day extension for those contracts that have not been terminated</li> </ul> </li> <li>➤ CMBHS Provider Directory</li> <li>➤ Provider contact updates <ul style="list-style-type: none"> <li>○ NTBHA Provider Key Personnel – Contact List</li> </ul> </li> <li>➤ Request: <ul style="list-style-type: none"> <li>○ How are staff currently being trained? (e.g., Online Platform like Relias (please provide name of platform), internal or external trainers, etc.)</li> <li>○ Updated Org Chart, including specific roles/titles (these don't necessarily have to have identified names)</li> </ul> </li> <li>➤ September is Suicide Prevention Awareness Month <a href="https://samhsa.us4.list-manage.com/track/click?u=d0780dc94825e65acd61c17dc&amp;id=47b9fa5795&amp;e=1eb2ce08e1">https://samhsa.us4.list-manage.com/track/click?u=d0780dc94825e65acd61c17dc&amp;id=47b9fa5795&amp;e=1eb2ce08e1</a></li> </ul>
Presentations	Jessica Martinez	<ul style="list-style-type: none"> <li>➤ When and How to Access NTBHA Crisis Services: MCOT</li> </ul>
CMHP Updates	Alvin Mott	<ul style="list-style-type: none"> <li>➤ Financial Eligibility and Pharmacy Benefits</li> <li>➤ HHSC has recently audited several NTBHA provider recovery plans. In this process, HHSC has identified issues related to these recovery plans. In an attempt to ensure that all recovery plans meet all TAC requirements, NTBHA will be requesting that providers submit one recovery plan to Provider Relations by 9-5-25. Provider Relations will reach out directly with more details and instructions.</li> </ul>
SUD Updates	Alvin Mott	<ul style="list-style-type: none"> <li>➤ FY25 Claims <ul style="list-style-type: none"> <li>○ Timelines: <ul style="list-style-type: none"> <li>▪ All claims must be entered/submitted in CMBHS by September 10<sup>th</sup></li> <li>▪ NTBHA will provide a denied claims list by September 12<sup>th</sup></li> <li>▪ Please work on any corrections ASAP</li> <li>▪ NTBHA will continue to submit claims for FY25 until September 30<sup>th</sup> 5pm.</li> </ul> </li> </ul> </li> <li>➤ FY26 claims: NTBHA will start submission of claims promptly.</li> </ul>
Outpatient, Utilization and Evaluation Updates	TBD	<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> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>○ 14-day Final audit results to provider</li> <li>➤ QM is working on a new process for providers to submit complaint summaries and resolutions and also has plans to review in more detail expectations for death reporting and reviews.</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 Provider.Relations@NTBHA.org by COB on the Monday following each provider meeting.</p>		
<p style="text-align: center;">**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)



<https://mcusercontent.com/d0780dc94825e65acd61c17dc/images/16b86f75-a2ab-1495-2849-d0c6764aa0fb.png>

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:

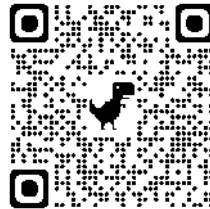
Each year, Region 10 Education Service Centers host an Interagency Brown Bag Event. This event is designed for agencies to quickly (maybe 2 minutes) share about their organization with other agencies and educators throughout Region 10.



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



NTBHA is providing a variety of community presentations on a variety of behavioral health topics such as:

- Personal Experiences & Stories
- Crisis for Substance Use/Alcohol
- Substance Use/Alcohol
- Mental Assessment and the BOP
- CISM 101
- Trauma Informed
- Substance Assessment
- Addiction and the Courts
- Interdisciplinary Assessment
- Co-occurring Disorders
- Telecare Assessment

Interested in a training for a group or agency, please contact Amy Sanders at [mhfa@ntbha.org](mailto:mhfa@ntbha.org) or call 469-530-0574

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

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



## 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

## 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



### **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.

#### **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
HHSC – Texas Health Steps	<a href="http://txhealthsteps.com">Texas Health Steps (txhealthsteps.com)</a>	Various topics and levels of MI trainings. Links to other state approved sites with free trainings. Medicaid Eligibility training.
Cardea Training Center	<a href="http://matrixlms.com">Cardea Training Center (matrixlms.com)</a>	Various topics to include a specific focus on MI methods with adolescents
Addiction Technology Transfer Center (ATTC)	<a href="http://attcnetwork.org">Training and Events Calendar   Addiction Technology Transfer Center (ATTC) Network (attcnetwork.org)</a>	Various topics specific to addiction and recovery
Centralized Training	<a href="#">Centralized Training: Log in to the site</a>	Various topics: ANSA/CANS; Abuse, Neglect, etc.
HHSC	<a href="#">Texas DSHS HIV/STD Program - Training - Motivational Interviewing</a>	Specific to MI, HIV, STD's
International Society of Substance Use Professionals	<a href="http://issup.net">Motivational Interviewing Course Recordings   International Society of Substance Use Professionals (issup.net)</a>	Specific to addition and recovery
HHSC – Behavioral Health Awareness	<a href="http://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
The Association for Addiction Professionals	<a href="http://naadac.org">Home (naadac.org)</a>	Various Topics for Substance abuse and recovery
HHS	<a href="#">Texas DSHS HIV/STD Program</a>	
UT Health San Antonio Project ECHO	<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.
HHSC YES Wavier Training	<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.



## **Planning and Network Advisory Committee (PNAC) Recommendation Form**

### **Section 1: General Information**

- Date: 8/12/25
- Committee Chair Name: David Woody, III, Ph.D.
- Contact Information: dwoody@bridgehrc.org
- Meeting Date: August 5, 2025 10:30 a.m.

### **Section 2: Needs and Priorities for the Local Service Area**

- **Identified Needs:** PNAC Member Training
  - ☒ Mental Health Services
  - ☐ Substance Use Services
  - ☐ Community Outreach
  - ☐ Other: \_\_\_\_\_
- **Priority Areas:**
  - ☒ High Priority
  - ☐ Medium Priority
  - ☐ Low Priority
- **Detailed Description:**
  - Postpartum Depression
  - FAQ's; Services; Providers

### **Section 3: Planning, Budget, and Contract Issues**

- **Planning Recommendations:**
  - N/A
  - \_\_\_\_\_
- **Budget Recommendations:**



◊ N/A

◊ \_\_\_\_\_

• **Contract Issues:**

◊ N/A

◊ \_\_\_\_\_

**Section 4: Governance**

• **Planning Recommendations:**

◊ N/A

◊ \_\_\_\_\_

**Section 5: Provider Network Development**

• **Current Network Status:**

◊ N/A

◊ \_\_\_\_\_

• **Development Recommendations:**

◊ N/A

◊ \_\_\_\_\_

**Section 6: Quality Management Processes**

• **Quality Improvement Areas:**

- ◊ ☐ Service Delivery
- ◊ ☐ Client Satisfaction
- ◊ ☐ Performance Metrics
- ◊ ☐ Other: \_\_\_\_\_

• **Recommendations:**

◊ N/A

◊ \_\_\_\_\_



**Section 7: Additional Comments**

- N/A
- 

**Section 8: Approval**

- Committee Chair Signature:
- Date: 8/12/25

David Woody, MD



## Bills Related to Behavioral Health

### HOUSE BILLS

HB 3-King-Amends Texas Government Code 421-Homeland Security-Establishes a Texas Interoperability Grant Program for local governments including municipalities, counties, special districts, **authorities** or any other political subdivision of this state.

- Grants are for the purpose of acquiring interoperable emergency communications equipment for first responders.
- Requires a statewide strategic plan to govern interoperability of emergency communication equipment and infrastructure and network coordination.

Current Status: Passed House 8-21-25. Referred to Senate Select Committee on Disaster Preparedness and Flooding 8-22-25.

HB 16-Leach (Companion: SB 17-Hughes)-Is an omnibus bill related to the operation and administration, practices and procedures of in Texas courts including youth diversion and court-ordered mental health services.

Amends Texas Government Code, Chapter 24, Subchapter C-District Courts

Section 1.13 creates the 503<sup>rd</sup> Judicial District in Rockwall County.

Section 1.14 creates the 504<sup>th</sup> Judicial District in Ellis County.

Section 7.03 amends Texas Code of Criminal Procedure Chapter 102, Subchapter A to add Article 102.0061, regarding Fees in Expunction Proceedings to allow a fee to be waived after successful completion of a veterans treatment court program or a mental health court program.

Article 11A-Court Ordered Mental Health Services-Repeals Sections 8, 9, and 10 of SB 1164 by Zaffirini, just passed in the 89<sup>th</sup> Legislature-Regular Session which were to go into effect on September 1, 2025.

- *Section 8 of SB 1164*-Amended Texas Health and Safety Codes 574.011 (a) and (b) to add lack of capacity language to the certificate of medical examination.
- *Section 9 of SB 1164*-Amended 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 of SB 1164*-Amended 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.

*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)*

Article 11B-Court-Ordered Mental Health Services-Amends SB 1164 by Zaffirini

Section 11B.01 amends Texas Health and Safety Code 574.011 (a) and (b).

(a) A certificate of medical examination for mental illness must be sworn to, dated, and signed by the examining physician. The certificate must include:

- (1) the name and address of the examining physician;
- (2) the name and address of the person examined;
- (3) the date and place of the examination;
- (4) a brief diagnosis of the examined person's physical and mental condition;
- (5) the period, if any during which the examined person has been under the care of the examining physician.
- (6) an accurate description of the mental health treatment, if any, given by or administered under the direction of the examining physician; and
- (7) the examining physician's opinion that:
  - (A) the examined person is a person with mental illness; and
  - (B) as a result of that illness the examined person is likely to cause serious harm to the person or to others or is:
    - (i) suffering severe and abnormal mental, emotional, or physical distress;
    - (ii) experiencing substantial mental or physical deterioration of the proposed patient's ability to function independently, which is exhibited by the proposed patient's inability, except for reasons of indigence, to provide for the proposed patient's basic needs, including food, clothing, health or safety; and
    - (iii) not able to make a rational and informed decision as to whether to submit to treatment

(b) The examining physician must specify in the certificate which criterion listed in Subsection (a) (7) (B) forms the basis for the physician's opinion.

**Note:** HB 16, Article 11B-Section 7 (A) (iii) repeals language related to:

(v) the patient evidencing an inability to recognize symptoms or appreciate the risks and benefits of treatment and ...

Section 7 (B) in the absence of inpatient mental health treatment, the examined person is likely to suffer serious risk of harm or to inflict serious harm on another person.

Section 11B.02 Repeals further sections of SB 1164.

Amends Texas Health and Safety Codes 574.034 (a) and (d).

- (a) The judge may order a proposed patient to receive court-ordered temporary inpatient mental health services only if the judge or jury finds, from clear and convincing evidence, that:
- (1) the proposed patient is a person with mental illness; and
  - (2) as a result of that mental illness the proposed patient:
    - (A) is likely to cause serious harm to the proposed patient;
    - (B) is likely to cause serious harm to others; or
    - (C) is:
      - (i) is suffering severe and abnormal mental, emotional, or physical distress;
      - (ii) experiencing substantial mental or physical deterioration of the proposed patient's ability to function independently, which is exhibited by the proposed patient's inability, except for reasons of indigence, to provide for the proposed patient's basic needs, including food, clothing, health, or safety; and
      - (iii) unable to make a rational and informed decision as to whether or not to submit to treatment.

**Note:** HB 16, Article 11B-Section 11B.02 (a) repeals language related to the proposed patient evidencing an inability to recognize symptoms or to appreciate the risks and benefits of treatment; and in the absence of court-ordered temporary inpatient mental health services, is likely to suffer serious risk of harm or to inflict serious harm on another person.

- (d) To be clear and convincing under Subsection (a) the evidence must include expert testimony and, unless waived, the evidence of a recent overt act or a continuing pattern of behavior that tends to confirm:
- (1) the likelihood of serious harm to the proposed patient or others; or
  - (2) the proposed patient's distress and the deterioration of the proposed patient's ability to function.

Section 11B.03 further amends SB 1164 by Zaffirini.

Amends Texas Health and Safety Code 574.035 (a) and (e).

- (a) the judge may order a proposed patient to receive court-ordered extended inpatient mental health services only if the jury, or the judge if the right to a jury is waived, finds, from clear and convincing evidence, that:
- (1) the proposed patient is a person with mental illness;
  - (2) as a result of that mental illness the proposed patient:
    - (A) is likely to cause serious harm to the proposed patient;
    - (B) is likely to cause serious harm to others; or
    - (C) is:
      - (i) suffering severe and abnormal mental, emotional, or physical distress;
      - (ii) experiencing substantial physical deterioration of the proposed patient's ability to function independently, which is exhibited by the proposed patient's inability, except for reasons of indigence, to provide for the proposed patient's basic needs, including food, clothing, health or safety; and
      - (iii) unable to make a rational and informed decision as to whether or not to submit to treatment;

HB 16-Leach-continued

Section 11B.03-continued

- (3) the proposed patient's condition is expected to continue for more than 99 days; and
- (4) the proposed patient has received court-ordered inpatient mental health services under this subtitle or under Chapter 46B, Code of Criminal Procedure, for at least 60 consecutive days during the preceding 12 months.

**Note:** HB 16, Article 11B-Section 11B.03 (a) repeals language related to the proposed patient evidencing an inability to recognize symptoms or to appreciate the risks and benefits of treatment; and in the absence of court-ordered temporary inpatient mental health services, is likely to suffer serious risk of harm or to inflict serious harm on another person.

(e) To be clear and convincing under Subsection (a), the evidence must include expert testimony and evidence of a recent overt act or a continuing pattern of behavior that tends to confirm:

- (1) the likelihood of serious harm to the proposed patient or others; or
- (2) the proposed patient's distress and the deterioration of the proposed patient's ability to function

**Note:** HB 16, Article 11B-Section 11B.03 (e) repeals language related to the proposed patient's an inability to recognize symptoms or to appreciate the risks and benefits of treatment.

Current Status: HB 16 passed House by 130 Yeas, 1 Nay and 1 Present, Not Voting. HB 16 passed unanimously in the Senate and was sent to the Governor on August 28.

HB 265-Hull-Amends Texas Health and Safety Code 141 directing Texas Health and Human Services Commission to:

- Review youth camp rules.
- Require youth camp staff or volunteers to immediately report if the staff member or volunteer reasonably believes that a child's physical health, mental health or welfare has been adversely affected by abuse or neglect.
- Establishes an eleven-member advisory committee including a child psychologist.
- Requires youth camp staff and volunteers to undergo an annual criminal history record check and requires a check of the Texas Department of Public Safety sex offender database.

Current Status: HB 265 passed the House on August 29.

## SENATE BILLS

SB 2-Perry-Amends Texas Government Code 418-Texas Disaster Act

Subchapter M-Authorizes Texas Department of Emergency Management to develop Emergency Manager Licenses at graduated levels (Bridge, Basic Intermediate, Advanced, and Master license levels.

Subchapter N-Establishes a Statewide Volunteer Management System.

- Defines “local government” to mean a municipality, county, special district or **authority** or any other political subdivision of this state”.
- A “community organization active in disaster” is a nonprofit organization that regularly engages in disaster response and recovery operations and regularly prepares for those operations.

Section 22 Amends the Texas Health and Safety Code to add a chapter on Mass Fatality Operations to include integration of mass fatality operations response teams with family assistance centers.





Fiscal Year  
2025

Service Month  
All

Provider  
All

Measure  
All

6 Month View  
True

## Performance Measures FY25 - All

Measure	Description	2025 FY First Half		2025 FY Second Half				YTD
		202502	202503	202504	202505	202506	202507	2025
Adult Improvement	At least 20% of all adults authorized in a FLOC shall show improvement in at least one domain							49.1%
Adult Service Target	100% of 23,677	100.5%	103.3%	105.7%	108.3%	111.1%	114.6%	
	Count	23813	24480	25033	25664	26323	27134	
Child Improvement	At least 25.0% of all children authorized in a FLOC shall show improvement in at least one domain							48.1%
Child Service Target	100% of 8,173	88.8%	94.3%	98.1%	98.7%	96.2%	92.7%	
	Count	7258	7713	8021	8073	7870	7579	
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%	
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	41.3%	38.0%	46.3%	46.5%	34.4%	30.3%	
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	96.1%	95.2%	98.1%	95.8%	99.2%	98.4%	
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	59.1%	65.9%	63.0%	69.8%	63.8%	53.7%	

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 461-2025 Approve NTBHA FY 2026 Budget

**DATE:** September 10, 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 10th day of September 2025.

Recommend by:

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

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

**North Texas Behavioral Health Authority**

**FY 2026 Annual Budget**

	<b>MH</b>	<b>SUD</b>	<b>HOU</b>	<b>ADMIN</b>	<b>TOTAL</b>
<b>Revenue</b>					
Federal Revenue	20,529,406	14,583,647	1,780,000		36,893,053
State Revenue	101,245,711	5,343,786			106,589,497
Local Revenue	3,015,051	724,580		13,508,447	17,248,078
Match Revenue	10,225,082	652,323			10,877,405
Other Revenue				40,000	40,000
Interest Income				560,000	560,000
<b>Total Revenue</b>	<b>135,015,250</b>	<b>21,304,336</b>	<b>1,780,000</b>	<b>14,108,447</b>	<b>172,208,033</b>
<b>Operating Expenses</b>					
Provider Payments	82,586,125	18,297,447	1,280,000		102,163,572
Personnel Expenses	13,616,921	1,855,053	132,496	6,843,454	22,447,924
Personnel Fringe Benefits	3,091,118	411,878	33,124	1,588,134	5,124,255
Travel Expense	176,071	43,723	4,845	160,258	384,897
Supplies Expense	295,180	69,548	7,550	2,114,753	2,487,031
Contractual Expense	31,426,005	6,396		1,374,768	32,807,169
Other Expense	3,823,829	620,291	321,985	1,557,080	6,323,185
Depreciation Expense				470,000	470,000
<b>Total Expenses</b>	<b>135,015,250</b>	<b>21,304,336</b>	<b>1,780,000</b>	<b>14,108,447</b>	<b>172,208,033</b>
<b>Change In Net Position</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**North Texas Behavioral Health Authority  
2026 Programs Annual Budget**

	<b>Total</b>
<b>Revenue</b>	
Federal Revenue	38,233,633
State Revenue	101,057,517
Local Revenue	1,539,631
Match Revenue	16,068,805
Other Revenue	-
<b>Total Revenue</b>	<b>156,899,586</b>
<b>Expense</b>	
PCN/CMHP Services	53,977,620
PPB (Private Psychiatric Beds-Hospitals)	33,100,735
Transition Services	1,827,557
Crisis	20,711,098
Pharmacy & Labs	9,542,000
Transportation	1,200,000
Hotline	
Adult Crisis Out Patient (After Hours)	
Supported Housing	8,529,359
Veterans Services	99,270
Peer Program	2,000,000
ACT/ PCN	
The Hope Program	550,000
MST IRVING	566,179
OCR(Outpatient Competency Restoration)	479,714
Education Services Center	115,000
Post Discharge Medications For Civil	55,743
Mental Health First Aide Training	363,050
TCOOMMI	2,537,874
Department of Justice	635,974
Comprehensive Case Management (CCMS)	1,549,929
TRA Adult SUD Treatment	9,080,224
TRF Specialized Female Treatment	1,761,904
TRY Youth SUD Treatment	495,226
MAT (Medication Assited Treatment)	5,659,726
OBOT (Office Based Opioid Treatment)	664,631
OSAR (Outreach, Screening & Assessment)	665,973
Community Health Workers	730,800
<b>Total Expenses</b>	<b>156,899,586</b>
	-
<b>Change In Net Position</b>	<b>-</b>

**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**  
**FY 2026 Personnel Budget Summary**

<b>Summary Department</b>	<b>Headcount</b>	<b>FY 2026 Proposed Salary</b>	<b>Filled Positions</b>	<b>Vacant Positions</b>	<b>Total</b>
Administration	28	3,469,701	3,047,401	422,300	3,469,701
Clinical Services	237	17,120,633	12,221,659	4,898,974	17,120,633
Finance & IT	18	1,857,589	1,488,925	368,664	1,857,589
	<b>283</b>	<b>22,447,924</b>	<b>16,757,986</b>	<b>5,689,937</b>	<b>22,447,924</b>

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 462-2025 Ratify HHSC Contract for Treatment Services Grant Program (TSG) for FY 2026—FY 20230 (HHSC Contract No. HHS001650300002)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 ratifies the signature of the CEO on the HHSC Contract for Treatment Services Grant Program (TSG) for FY 2026—FY 2030 (HHSC Contract No. HHS001650300002).

**DONE IN OPEN MEETING** this the 10th day of September 2025.

Recommend by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM 12: Resolution 462-2025 Ratify HHSC Contract for Treatment Services Grant Program for FY2026 – FY2030. (HHSC Contract No. HHS001650300002)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Contract for Treatment Services Grant Program or SA/TSG, for FY2026 – FY2030 (HHSC Contract No. HHS001650300002)

#### **Background:**

**This “new” Agreement, effective for the following five (5) fiscal years, with a total not-to-exceed amount of \$54,085,400.00, has been written to combine and replace the individual contracts for SA/TRA, TRF, & TRY. This new, combined SA/TSG Program requires a Matching Funds total of \$2,575,495.00 over the entire Term of the Agreement.**

This Grant Agreement is entered into pursuant to provisions of the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS), under Article [1921 of Title XIX, Part B, Subpart II and III of the Public Health Service \(PHS\) Act](#), and authorized per Texas Government Code, Chapter 531, Title 4, Subtitle I.

The purpose of this Grant Agreement is for the Grantee to provide substance use treatment and behavioral health services to eligible participants to promote and support recovery. The programs: Treatment for Adults (TRA), Treatment for Females (TRF) and Treatment for Youth (TRY) - will increase evidence-based treatment options across the State of Texas to reduce the use of substances, foster active participation in services, and support engagement in recovery.

#### **Financial Information:**

The total Grant Value, covering FY26 through FY30 shall not exceed: **\$54,085,400.**

This includes the System Agency share of **\$51,509,905** and;

NTBHA’s required match amount of **\$2,575,495.**

Each Programs’ FY allocation is detailed below:

FY2026 (September 1, 2025- August 31, 2026) as follows:

<b>Program ID</b>	<b>FY 2026 System Agency Share</b>	<b>FY 2026 Required Match</b>	<b>FY 2026 Total Contract Value</b>
TRA	\$8,250,981	\$412,549	\$8,663,530
TRY	\$450,000	\$22,500	\$472,500
TRF	\$1,601,000	\$80,050	\$1,681,050
<b>TOTAL:</b>	<b>\$10,301,981.00</b>	<b>\$515,099.00</b>	<b>\$10,817,080.00</b>



FY2027 (September 1, 2026- August 31, 2027) as follows:

Program ID	FY 2027 System Agency Share	FY 2027 Required Match	FY 2027 Total Contract Value
TRA	\$8,250,981	\$412,549	\$8,663,530
TRY	\$450,000	\$22,500	\$472,500
TRF	\$1,601,000	\$80,050	\$1,681,050
<b>TOTAL:</b>	<b>\$10,301,981.00</b>	<b>\$515,099.00</b>	<b>\$10,817,080.00</b>

FY2028 (September 1, 2027- August 31, 2028) as follows:

Program ID	FY 2028 System Agency Share	FY 2028 Required Match	FY 2028 Total Contract Value
TRA	\$8,250,981	\$412,549	\$8,663,530
TRY	\$450,000	\$22,500	\$472,500
TRF	\$1,601,000	\$80,050	\$1,681,050
<b>TOTAL:</b>	<b>\$10,301,981.00</b>	<b>\$515,099.00</b>	<b>\$10,817,080.00</b>

FY2029 (September 1, 2028- August 31, 2029) as follows:

Program ID	FY 2029 System Agency Share	FY 2029 Required Match	FY 2029 Total Contract Value
TRA	\$8,250,981	\$412,549	\$8,663,530
TRY	\$450,000	\$22,500	\$472,500
TRF	\$1,601,000	\$80,050	\$1,681,050
<b>TOTAL:</b>	<b>\$10,301,981.00</b>	<b>\$515,099.00</b>	<b>\$10,817,080.00</b>

FY2030 (September 1, 2029- August 31, 2030) as follows:

Program ID	FY 2030 System Agency Share	FY 2030 Required Match	FY 2030 Total Contract Value
TRA	\$8,250,981	\$412,549	\$8,663,530
TRY	\$450,000	\$22,500	\$472,500
TRF	\$1,601,000	\$80,050	\$1,681,050
<b>TOTAL:</b>	<b>\$10,301,981.00</b>	<b>\$515,099.00</b>	<b>\$10,817,080.00</b>

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

**Attachments:** 12. SA\_TSGP HHS001650300002 FY26-FY30 ~ NTBHA

**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 E. Lucky, Chief Executive Officer

**SIGNATURE DOCUMENT FOR  
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT  
CONTRACT NO. HHS001650300002  
UNDER THE  
TREATMENT SERVICES GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the **Health and Human Services Commission** (“System Agency”), and **North Texas Behavioral Health Authority** (“Grantee”), having its principal office at 8111 LBJ FWY STE 900, Dallas TX, 75251-1322 (each a “Party” and collectively the “Parties”).

**I. PURPOSE**

The purpose of this Grant Agreement is for the Grantee to provide substance use treatment and behavioral health services to eligible participants to promote and support recovery. The programs -- Treatment for Adults (TRA), Treatment for Females (TRF) and Treatment for Youth (TRY) -- will increase evidence-based treatment options across the State of Texas to reduce the use of substances, foster active participation in services, and support engagement in recovery.

**II. LEGAL AUTHORITY**

This Grant Agreement is entered into pursuant to provisions of the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS), under Article [1921 of Title XIX, Part B, Subpart II and III of the Public Health Service \(PHS\) Act](#). In addition, this Grant Agreement is authorized under Texas Government Code, Chapter 531, Title 4, Subtitle I.

**III. DURATION**

This Grant Agreement is effective on September 1, 2025, and terminates on August 31, 2030, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

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, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State for up to 12 months, in one-month intervals, at the then-current Contract rate(s), if applicable, as modified during the term of the Contract.

**IV. SCOPE OF GRANT PROJECT**

The Scope of Grant Project is incorporated into and made part of the Grant Agreement for all purposes and included as **Attachment A, A-1 and A-2**.

## V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed ***\$54,085,400.00***

This includes the System Agency share of ***\$51,509,905.00***  
and Grantee's required match amount of ***\$2,575,495.00***

The allocations for each fiscal year of this Grant Agreement are documented below.

State Fiscal Year (FY) 2026 (September 1, 2025- August 31, 2026) allocations are as follows:

<b>Program ID</b>	<b>FY 2026 System Agency Share</b>	<b>FY 2026 Required Match</b>	<b>FY 2026 Total Contract Value</b>
TRA	\$8,250,981	\$412,549	\$8,663,530
TRY	\$450,000	\$22,500	\$472,500
TRF	\$1,601,000	\$80,050	\$1,681,050
<b>TOTAL:</b>	<b>\$10,301,981.00</b>	<b>\$515,099.00</b>	<b>\$10,817,080.00</b>

State FY 2027 (September 1, 2026- August 31, 2027) allocations are as follows:

<b>Program ID</b>	<b>FY 2027 System Agency Share</b>	<b>FY 2027 Required Match</b>	<b>FY 2027 Total Contract Value</b>
TRA	\$8,250,981	\$412,549	\$8,663,530
TRY	\$450,000	\$22,500	\$472,500
TRF	\$1,601,000	\$80,050	\$1,681,050
<b>TOTAL:</b>	<b>\$10,301,981.00</b>	<b>\$515,099.00</b>	<b>\$10,817,080.00</b>

State FY 2028 (September 1, 2027- August 31, 2028) allocations are as follows:

<b>Program ID</b>	<b>FY 2028 System Agency Share</b>	<b>FY 2028 Required Match</b>	<b>FY 2028 Total Contract Value</b>
TRA	\$8,250,981	\$412,549	\$8,663,530
TRY	\$450,000	\$22,500	\$472,500
TRF	\$1,601,000	\$80,050	\$1,681,050
<b>TOTAL:</b>	<b>\$10,301,981.00</b>	<b>\$515,099.00</b>	<b>\$10,817,080.00</b>

State FY 2029 (September 1, 2028- August 31, 2029) allocations are as follows:

<b>Program ID</b>	<b>FY 2029 System Agency Share</b>	<b>FY 2029 Required Match</b>	<b>FY 2029 Total Contract Value</b>
TRA	\$8,250,981	\$412,549	\$8,663,530
TRY	\$450,000	\$22,500	\$472,500
TRF	\$1,601,000	\$80,050	\$1,681,050
<b>TOTAL:</b>	<b>\$10,301,981.00</b>	<b>\$515,099.00</b>	<b>\$10,817,080.00</b>

State FY 2030 (September 1, 2029- August 31, 2030) allocations are as follows:

Program ID	FY 2030 System Agency Share	FY 2030 Required Match	FY 2030 Total Contract Value
TRA	\$8,250,981	\$412,549	\$8,663,530
TRY	\$450,000	\$22,500	\$472,500
TRF	\$1,601,000	\$80,050	\$1,681,050
<b>TOTAL:</b>	<b>\$10,301,981.00</b>	<b>\$515,099.00</b>	<b>\$10,817,080.00</b>

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

Total Federal Funds: **\$54,085,400.00**

Total State Funds: **\$0.00**

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, FISCAL REQUIREMENTS**.

## VI. REPORTING REQUIREMENTS

The table below documents all reporting requirements for all Treatment programs. (If specific fiscal years are not stated under “Due Date,” then that report is considered due every fiscal year.)

The Grantee can identify the reports required to be submitted by referencing **Attachment A**.

REPORT NAME	FREQUENCY	DUE DATE	SUBMISSION METHOD
Implementation Plans	Annually	<u>FY26:</u> <u>September 1<sup>st</sup> (for FY26 Service Period</u> <u>June 15<sup>th</sup> (For FY27 Service Period)</u>  <u>FY27- FY30</u> <u>June 15<sup>th</sup></u>	CMBHS
Quarterly Activity Reports	Quarterly	<u>Each FY</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
Quality Management Monitoring Report	Annually	<u>End of Each FY</u> <u>September 15<sup>th</sup></u>	CMBHS
Security Attestation Form and List of Authorized Users	Semi-Annually	<u>Each FY</u> September 15 <sup>th</sup> March 15 <sup>th</sup>	CMBHS

Fee-For-Service (FFS) Financial Status and Match Report	Quarterly	<u>Each FY &amp; Program</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
Match and Program Income Report	Quarterly	<u>Each FY &amp; Program</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
Contract Contact Certifications	Semi- Annually	<u>Each FY</u> September 15 <sup>th</sup> March 15 <sup>th</sup>	CMBHS
Financial Statement	Annually	<u>Each FY</u> February 15 <sup>th</sup>	CMBHS
FY Close-out	Annually	<u>Each FY &amp; Program</u> October 15 <sup>th</sup>	CMBHS

## 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

Christopher Martinez  
Health and Human Services Commission  
4601 W. Guadalupe Street  
Austin, Texas 78751

### Grantee

Carol Lucky  
North Texas Behavioral Health Authority  
8111 LBJ Freeway, Ste 900

Dallas, Texas 75243-4652  
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.**

**Federal Award Identification Number (FAIN):** 1B08TI087067

- A. Assistance Listings Title, Number, and Dollar Amount:
    - Substance Use Prevention, Treatment, and Recovery Services Block Grant – 93.959 – \$163,037,013
  - B. Federal Award Date: 7/22/2024
  - C. Federal Award Period: 10/01/2023—9/30/2025
  - D. Name of Federal Awarding Agency: Health and Human Services Commission
  - E. Federal Award Project Description: Substance Use Prevention, Treatment, and Recovery Services Block Grant objective is to help plan, implement, and evaluate activities that prevent and treat substance use.
  - F. Awarding Official Contact Information: Linda Fulton  
Program Official  
linda.fulton@samhsa.hhs.gov  
240-276-1573
  - G. Total Amount of Federal Funds Awarded to System Agency: \$163,037,013
  - H. Amount of Funds Awarded to Grantee: **\$54,085,400.00**
- Note:** a portion of grant funds may come from state general revenue. At the close of the fiscal year budget period, System Agency will provide notification providing final expenditures by method of finance.
- 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>TREATMENT SERVICES SCOPE OF GRANT PROJECT</b>
<b>ATTACHMENT A-1 –</b>	<b>PERFORMANCE MEASURE REQUIREMENTS</b>
<b>ATTACHMENT A-2 –</b>	<b>CMBHS REQUIREMENTS</b>
<b>ATTACHMENT B –</b>	<b>FISCAL REQUIREMENTS</b>
<b>ATTACHMENT C –</b>	<b>CONTRACT AFFIRMATIONS v.2.5</b>
<b>ATTACHMENT D –</b>	<b>UNIFORM TERMS AND CONDITIONS – GRANT v. 3.5</b>
<b>ATTACHMENT E –</b>	<b>DATA USE AGREEMENT v. 8.5</b>
<b>ATTACHMENT F –</b>	<b>ADDITIONAL PROVISIONS</b>
<b>ATTACHMENT G –</b>	<b>FEDERAL ASSURANCES</b>
<b>ATTACHMENT H –</b>	<b>CERTIFICATION REGARDING LOBBYING</b>
<b>ATTACHMENT I –</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. HHS001650300002**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

DocuSigned by:  
  
C7B0774B78D0A4E8

Signature

Cecile Young

Executive Commissioner

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

DocuSigned by:  
  
BCEA892CF99169F

Signature

Carol Lucky

CEO

Date of Signature: August 29, 2025

Date of Signature: August 28, 2025

## **ATTACHMENT A TREATMENT (TRA, TRF & TRY) SERVICES SCOPE OF GRANT PROJECT SERVICES**

### **I. PURPOSE**

The purpose of this grant agreement is to provide substance use treatment and behavioral health services to promote and support recovery to eligible populations in accordance with the applicable Texas Administrative Code (TAC) requirements, the most current Diagnostic and Statistical Manual of Mental Disorders (DSM) and the American Society of Medicine (ASAM) criteria. Treatment programs, Treatment for Adults (TRA), Treatment for Females (TRF), and Treatment for Youth (TRY), will increase the capacity of an evidence-based treatment options across the State of Texas that will reduce use of substances, foster active participation in services, and support engagement in recovery.

Preference for services shall be provided to the Federal and State priority populations:

1. Pregnant individuals who inject drugs;
2. Pregnant individuals;
3. Individuals who inject drugs;
4. Individuals identified as being at high risk for overdose;
5. Individuals referred by Department of Family and Protective Services (DFPS); and
6. Individuals experiencing housing instability or homelessness.

### **II. GOAL**

To implement accessible, evidence-based substance use treatment services which will lead to the reduction in use of substances, support active participation in services, and encourage long-term engagement in recovery.

### **III. TARGET POPULATION**

Texas residents who are below the 200% federal poverty level and meet HHSC Client Eligibility for substance use disorder services in accordance with applicable TAC requirements, the most current Diagnostic and Statistical Manual of Mental Disorders (DSM) and the American Society of Medicine (ASAM) criteria groups of TRA, TRF, and TRY.

### **IV. SERVICE AREA**

Grantee shall provide services in the counties (service area) listed below, as approved by System

Agency: Dallas, Ellis, Hunt, Kaufman, Navarro, Rockwall

Region: 3

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](#)

## V. GENERAL RESPONSIBILITIES

Grantee shall:

- A. Provide services in accordance with requirements of the most current DSM (<https://www.psychiatry.org/psychiatrists/practice/dsm/updates-to-dsm/updates-to-dsm-5-tr-criteria-text>), ASAM (<https://www.asam.org/>), this grant agreement, and the following Texas Administrative Code rules:
  1. Title 26, Part 1, Chapter 564, or the most current TAC rule named by Health and Human Services Commission (HHSC) Licensing and Regulation unit for Standards of Care for the services to be provided under this grant agreement. Link: [https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=564&interface=VIEW\\_TAC&part=1&title=26;](https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=564&interface=VIEW_TAC&part=1&title=26;)
  2. Title 26, Part 1, Chapter 562 (Licensed Chemical Dependency Counselor), link: [https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=562&interface=VIEW\\_TAC&part=1&title=26;](https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=562&interface=VIEW_TAC&part=1&title=26;)
  3. Title 22, Part 30, Chapter 681 (Professional Counselors), link: [https://texas-sos.appianportalsgov.com/rules-and-meetings?interface=VIEW\\_TAC&part=30&title=22;](https://texas-sos.appianportalsgov.com/rules-and-meetings?interface=VIEW_TAC&part=30&title=22;)
  4. Title 22, Part 34, Chapter 781 (Social Worker Licensure), Link: [https://texas-sos.appianportalsgov.com/rules-and-meetings?interface=VIEW\\_TAC&part=34&title=22;](https://texas-sos.appianportalsgov.com/rules-and-meetings?interface=VIEW_TAC&part=34&title=22;)
  5. Title 22, Part 35, Chapter 801 (Licensure and Regulation of Marriage and Family Therapists), link: [https://texas-sos.appianportalsgov.com/rules-and-meetings?interface=VIEW\\_TAC&part=35&title=22;](https://texas-sos.appianportalsgov.com/rules-and-meetings?interface=VIEW_TAC&part=35&title=22;)
  6. Title 1 Part 15, Chapter 354, Subchapter N (Peer Specialist Services), link: [https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=354&interface=VIEW\\_TAC&part=15&subchapter=N&title=1](https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=354&interface=VIEW_TAC&part=15&subchapter=N&title=1); and
  7. Title 26, Part 1, Chapter 321, (Substance Use Services), link: [https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=321&interface=VIEW\\_TAC&part=1&title=26.](https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=321&interface=VIEW_TAC&part=1&title=26)
- B. Complete and submit an Implementation Plan, which:
  1. Summarizes and describes all activities, processes, and methodologies required to satisfy all objectives required in the Scope of Grant Project for FY26 Grantee is required to provide services according to the approved **Implementation Plan for Services**. From FY27 through FY30, the Grantee is required to provide services according to the System Agency approved Implementation Plan.
  2. Must be submitted 30 calendar days prior to changes wherein the Grantee contemplates programs or services that would be impacted by 25% or more during the fiscal year using the form required by System Agency.
  3. Is submitted annually, prior to the beginning of each fiscal year using the form required by System Agency. See **Section X: Deliverable and Reporting Requirements** for dates;
  4. Describes regions and populations served (including those who are under-served, isolated, or vulnerable), program and services provided, how the Grantee must implement evidence-

- based practices, the ways that local and regional community service agencies will be engaged to support recovery and in the event of a significant change, the nature and impact of such change; and
5. Must be approved by System Agency prior to beginning service delivery each year and implementing changes to any service delivery.
- C. Use an approved System Agency program template and submit Quarterly Activity Reports per program type. The Grantee shall document accomplishments, barriers (including gaps in local resources), good-faith efforts to work with underserved populations, and progress towards goals during the implementation of programmatic activities in Quarterly Activity Reports. Refer to **Section X: Deliverable and Reporting Requirements** for due dates.
  - D. Follow the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care (<https://thinkculturalhealth.hhs.gov/clas/standards>) and demonstrate good-faith efforts to reach out to underserved populations.
  - E. Utilize CMBHS components/functionality specified in **Attachment A-2, Clinical Management for Behavioral Health Services (CMBHS) Requirements**.
  - F. Conduct an anonymous client satisfaction survey within 90 calendar days after client discharge using System Agency distributed form. System Agency will provide aggregate results to Grantee annually. Areas for improvement must be addressed in each year's Implementation Plan as necessary.
  - G. Obtain, maintain, and review annually, agreements with:
    1. Texas Medicaid through all local Managed Care Organizations (MCO) in the Grantee's service area and seek one-time service authorizations from other MCOs as required to provide services to individuals covered under Medicaid.
    2. The local Department of Family Protective Services (DFPS) regional offices within six months of the original grant agreement execution through a Local Agreement which must address:
      - a. Communication on referrals;
      - b. Transportation needs; and
      - c. Communication on status.
    3. The Outreach, Screening Assessment and Referral (OSAR) in the Grantee's region through an MOU that includes:
      - a. Daily capacity management and treatment availability reporting to each OSAR in the region;
      - b. Referral procedures when immediate capacity is not available;
      - c. Confidentiality requirements;
      - d. The provision of Interim Services to individuals on the waitlist or after completion of treatment;
      - e. Management of individuals on the waitlist (Section VI, 3. Waitlist);
      - f. Quarterly updates by staff who handle day-to-day placement activities;
      - g. Implementation and expiration dates; and
      - h. Signatures by both parties.

4. Local Mental Health Authority (LMHA) or Local Behavioral Health Authority (LBHA) in the Grantee's region that includes:
    - a. Objectives, roles, and responsibilities of each party;
    - b. Scope of services provided by each party to meet the needs of the clients served;
    - c. Adherence to confidentiality requirements;
    - d. Description of how quality and efficacy of services provided will be assessed;
    - e. Priority Populations for Treatment Programs and admission requirements;
    - f. Documentation of referral and referral follow-up in Clinical Management for Behavioral Health Services (CMBHS);
    - g. Non-duplication of services;
    - h. Emergency referrals and transportation assistance for clients in crisis;
    - i. Coordination of enrollment and engagement of clients in LMHA and LBHA services;
    - j. Coordination of concurrent and subsequent services;
    - k. Implementation and expiration dates; and
    - l. Signatures by both parties.
  5. Local Community Health Organization that includes:
    - a. Objectives, roles, and responsibilities of each party;
    - b. Scope of services provided by each party to meet the needs of the clients served;
    - c. Adherence to confidentiality requirements;
    - d. Documentation of referral and referral follow-up in CMBHS;
    - e. Coordination of concurrent and subsequent services;
    - f. Implementation and expiration dates; and
    - g. Signatures by both parties.
  6. Treatment Services for Adults (TRA), Treatment Services for Females (TRF), and Treatment Services for Youth (TRY) System Agency-funded Grantee(s) in Grantee's region that includes:
    - a. Appropriate referrals to and from Grantee and Recovery Support Services (RSS) and Youth Recovery Communities (YRC) for indicated services;
    - b. Coordination of the enrollment and engagement of clients;
    - c. Coordination of non-duplication of services;
    - d. Collaboration between treatment staff and recovery support services for improved client outcomes;
    - e. Documentation of referral, referral outcome and other case management services provided in CMBHS;
    - f. Implementation and expiration dates; and
    - g. Signatures by both parties.
- H. Continue to meet the eligibility conditions throughout the term of this grant agreement. System Agency expressly reserves the right to request additional documentation to determine the grantee's continued eligibility.
- I. Attend and ensure appropriate participation in:
1. OSAR quarterly regional collaborative meetings to share representative knowledge about the Grantee's services and coverage area and provide documentation of attendance upon request; and
  2. Meetings and technical assistance or service-related calls held by System Agency and ensure

that Grantee's Program Director or a delegate that holds the same qualification and understanding of substance use participates in such meetings and calls.

- J. Post in a prominent location, legible prohibitions against firearms as applicable, weapons, alcohol, and illegal drugs, illegal activities, and violence at program sites that do not have the existing prohibitions posted.
- K. Ensure sign language services (telephone language services or interpreters) are available to clients who are deaf or hard-of-hearing and receiving substance use (SU) treatment services.
  1. If required, sign language interpreter services must also be used for parent/guardian participating in a System Agency-funded, family-focused curriculum.
  2. Grantee must follow the instructions on the Deaf and Hard of Hearing Services Request for Interpreter Services Form Instructions to request interpreter services for a person who has hearing-impairments when needed. To access the HHSC Deaf and Hard of Hearing service request form click on link: [Substance Use Disorder Services | Texas Health and Human Services](#).
  3. The Request for Interpreter Services Form must be completed and submitted via CMBHS using the following naming convention for submission: General Responsibilities: Request for Interpreter Services Form.
- L. Disclose to System Agency when Grantee is aware of a Conflict of Interest and if Grantee does not disclose the conflict to System Agency, such nondisclosure will be considered a material breach of the grant agreement. Such breach must be submitted to the Office of the Attorney General of Texas.
- M. Enroll as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care organizations in Grantee's service region within the first quarter of this grant agreement term and maintain through the grant agreement term.
- N. Maintain current personnel documentation on each employee and ensure that:
  1. All documents are factual and accurate. Health-related information must be stored separately with restricted access as appropriate under Texas Government Code §552.102.
  2. Training records may be stored separately from the main personnel file but must be easily accessible upon request.
  3. Required documentation includes the following, as applicable:
    - a. A copy of the current job description signed by the employee;
    - b. Application or resume with documentation of required qualifications and verification of required credentials;
    - c. Verification of work experience;
    - d. Annual performance evaluations;
    - e. Personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
    - f. Documentation of appropriate screening and/or background checks, to include probation or parole documentation and notice of and authorized by System Agency for employees, volunteers or subcontractors as referenced in Section V, prior to such individuals having direct contact with clients or participants;

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 463-2025 Ratify HHSC Contract for Local Behavioral Health Grant Program (Substance Abuse Authority) for FY 2026—FY 2030 (HHSC Contract No. HHS001650300001)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 ratifies the signature of the CEO on the Local Behavioral Health Grant Program Contract (Substance Abuse Authority) for FY 2026—FY 2030 (HHSC Contract No. HHS001650300001).

**DONE IN OPEN MEETING** this the 10th day of September 2025.

Recommend by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM 13: Resolution 463-2025 Ratify HHSC Contract for Local Behavioral Health Authority Grant Program (SA/AUTH) for FY2026–FY2030. (HHSC Contract No. HHS001650300001)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Contract for Local Behavioral Health Authority Grant Program (SA/AUTH) for FY2026 – FY2030 (HHSC Contract No. HHS001650300001)

#### **Background:**

**TxHHSC has issued a “new” Local Behavioral Health Authority Agreement, including all updated, current contract attachments, to replace previous SA/Authority Agreement documents. This new SA/Authority or LBHA Contract shall not exceed a total value amount of \$3,900,000 for FY26-FY30. No matching funds will be required.**

The purpose of this Grant Agreement is for NTBHA, the designated Local Behavioral Health Authority (LBHA) to perform administrative and monitoring functions to the awarded substance use disorder (SUD) treatment programs. This Grant Agreement is entered into pursuant to provisions of the Substance Abuse Prevention and Treatment Block Grant, 42 U.S.C. 300x-21, et seq., Texas Health and Safety Code Chapter 533, and Texas Government Code Chapter 531.039.

#### **Financial Information:**

This new Grant Contract reflects the addition of roughly \$64,000/FY, over the previous amounts.

The total Grant Value, covering FY26 through FY30 shall not exceed: **\$3,900,000.**

Allocating to each fiscal year the amount of **\$780,000** and;

No contractual requirement to provide Matching Funds to this program. **\$0.00.**

Each Fiscal Year allocation amount is detailed below:

<b>FISCAL YEAR</b>	<b>HHSC AGENCY SHARE</b>	<b>NTBHA MATCH</b>	<b>ALLOCATION</b>
FY26	\$780,000	\$0.00	\$780,000
FY27	\$780,000	\$0.00	\$780,000
FY28	\$780,000	\$0.00	\$780,000
FY29	\$780,000	\$0.00	\$780,000
FY30	\$780,000	\$0.00	\$780,000
<b>LBHA CONTRACT TOTAL VALUE:</b>			<b>\$3,900,000.00</b>



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

**Attachments:** 13. *SA\_AUTH HHS001650300001 FY26-FY30 - NTBHA*

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

NTBHA Strategic Visions
Vision #1 NTBHA 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 E. Lucky, Chief Executive Officer

**SIGNATURE DOCUMENT FOR  
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT  
CONTRACT NO. HHS001650300001  
UNDER THE  
LOCAL BEHAVIOR HEALTH AUTHORITY - GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are **THE 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 STE 900, Dallas TX, 75251-1322. (each a “Party” and collectively the “Parties”).

**I. PURPOSE**

The purpose of this Grant Agreement is for the Grantee, the designated Local Behavioral Health Authority (LBHA) to perform administrative and monitoring functions to the awarded substance use disorder (SUD) treatment programs.

**II. LEGAL AUTHORITY**

This Grant Agreement is entered into pursuant to provisions of the Substance Abuse Prevention and Treatment Block Grant, 42 U.S.C. 300x-21, et seq., Texas Health and Safety Code Chapter 533, and Texas Government Code Chapter 531.039.

**III. DURATION**

This Grant Agreement is effective on September 1, 2025, and terminates on August 31, 2030, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State. The extension is limited to one year.

**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**.

**V. BUDGET AND INDIRECT COST RATE**

The total amount of this Grant Agreement will not exceed **\$3,900,000**

This includes the System Agency share of **\$3,900,000.00** and Grantee’s required match amount of **\$0.00** The System Agency allocation for each Fiscal Year is documented as follows:

Fiscal Year	HHSC Share	Match	Total Contract Value
2026	\$780,000	\$0	\$780,000
2027	\$780,000	\$0	\$780,000
2028	\$780,000	\$0	\$780,000
2029	\$780,000	\$0	\$780,000
2030	\$780,000	\$0	\$780,000
Total	\$3,900,000	\$0	\$3,900,000

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

Total Federal Funds: \$3,900,000  
Total State Funds: \$0

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, FISCAL REQUIREMENTS**.

**INDIRECT COST RATE:** The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within the De Minimis Acknowledgement is attached to this Contract and incorporated as **ATTACHMENT J**. 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 submit the following reports in accordance with **ATTACHMENT A:**

REQUIREMENT	FREQUENCY	DUE DATE
Local Network Development Plan	Biennial	FY 26 and FY 28  Due September 30th

CMBHS Security Attestation	Biannually	September 15 <sup>th</sup> and March 15 <sup>th</sup> of each Fiscal Year (FY)
Authorization Report	Monthly	Due the 15 <sup>th</sup> of the month, report previous month's activities
OSAR Quarterly Meeting Agendas	Quarterly	Each FY; Quarterly: Q1: December 31 <sup>st</sup> Q2: March 31 <sup>st</sup> Q3: June 30 <sup>th</sup> Q4: September 30 <sup>th</sup>
CRCG Coordination Group Agendas	Quarterly	Each FY; Quarterly: Q1: December 31 <sup>st</sup> Q2: March 31 <sup>st</sup> Q3: June 30 <sup>th</sup> Q4: September 30 <sup>th</sup>
FY26: Categorical Budget	One-time	September 1, 2025
Financial Status Report (FSR)	Quarterly	Q1: December 31 <sup>st</sup> Q2: March 31 <sup>st</sup> Q3: June 30 <sup>th</sup> Q4: September 30 <sup>th</sup>
General Ledger	Quarterly	Q1: December 31 <sup>st</sup> Q2: March 31 <sup>st</sup> Q3: June 30 <sup>th</sup> Q4: September 30 <sup>th</sup>
FSR to General Ledger Worksheet	Quarterly	Q1: December 31 <sup>st</sup> Q2: March 31 <sup>st</sup> Q3: June 30 <sup>th</sup> Q4: September 30 <sup>th</sup>
Final Closeout	Annually	By 45 calendar days after contract term ends.

## **VII. CONTRACT REPRESENTATIVES**

The following will act as the Contract Representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

### **System Agency**

Christopher Martinez  
Health and Human Services Commission  
4601 Guadalupe St. W,  
Austin TX 78751  
SUD.Contracts@hhs.texas.gov

### **Grantee**

Carol Lucky  
North Texas Behavioral Health Authority  
8111 LBJ Freeway, Ste 900  
Dallas, Texas 75243-4652  
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): 1B08TI087067**

- Assistance Listings Title, Number, and Dollar Amount:
- Substance Use Prevention, Treatment, and Recovery Services Block Grant – 93.959 – \$163,037,013

- A. Federal Award Date: 7/22/2024
- B. Federal Award Period: 10/01/2023—9/30/2025
- C. Name of Federal Awarding Agency: Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA)
- D. Federal Award Project Description: \_ Health and Human Services Commission
- E. Awarding Official Contact Information: Linda Fulton, Program Official, Point of Contact is Wendy Pang, Grants Specialist, Contact Number: (240) 276-1430, Email: Wendy.Pang@samhsa.hhs.gov \_\_\_\_\_
- F. Total Amount of Federal Funds Awarded to System Agency: \$163,037,013
- G. Amount of Funds Awarded to Grantee: \$3,900,000  
Note: a portion of grant funds may come from state general revenue. At the close of the fiscal year budget period, System Agency will provide notification providing final expenditures by method of finance.
- H. 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>SCOPE OF GRANT PROJECT</b>
<b>ATTACHMENT A-1 -</b>	<b>PERFORMANCE MEASURES</b>
<b>ATTACHMENT A-2 -</b>	<b>CMBHS REQUIREMENTS</b>
<b>ATTACHMENT A-3 -</b>	<b>CLIENTS BENEFITS PLAN</b>
<b>ATTACHMENT B -</b>	<b>FISCAL REQUIREMENTS</b>
<b>ATTACHMENT C -</b>	<b>CONTRACT AFFIRMATIONS V 2.6 – JULY 2025</b>
<b>ATTACHMENT D -</b>	<b>UNIFORM TERMS AND CONDITIONS GRANT V.3.5 SEP2024</b>
<b>ATTACHMENT E -</b>	<b>DATA USE AGREEMENT V.8.5 OCT2019</b>
<b>ATTACHMENT G -</b>	<b>ASSURANCES – NON-CONSTRUCTION PROGRAMS</b>

**ATTACHMENT H -  
ATTACHMENT I -  
ATTACHMENT J -**

**CERTIFICATION REGARDING LOBBYING  
FFATA CERTIFICATION FORM  
DE MINIMIS LETTER**

## **XI. SIGNATURE AUTHORITY**

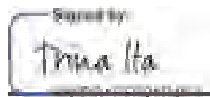
Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,  
CONTRACT NO. HHS001650300001**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

Signed by:  


Signature

Trina Ita

Deputy Executive Commissioner, BHS

Date of Signature: August 26, 2025

Designated by:  


Signature

Carol Lucky

CEO

Date of Signature: August 26, 2025

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 464-2025 Ratify HHSC Contract for Outreach, Screening, Assessment, & Referral (OSAR) Grant Program for FY 2026—FY 2028 (HHSC Contract No. HHS001644600009)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 ratifies the signature of the CEO on the HHSC Contract for Outreach, Screening, Assessment, & Referral (OSAR) Grant Program for FY 2026—FY 2028 (HHSC Contract No. HHS001644600009).

**DONE IN OPEN MEETING** this the 10th day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM # 14: Resolution 464-2025 Ratify HHSC Outreach, Screening, Assessment, & Referral (OSAR) Grant Program for FY 2026 – FY 2028. (HHSC Contract No. HHS001644600009)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Contract for Outreach, Screening, Assessment, & Referral (OSAR) Grant Program for FY 2026 – FY 2028 (HHSC Contract No. HHS001644600009)

#### **Background:**

**This is a new contract with a total not-to-exceed amount of \$1,997,918.00 for FY 2026 – FY 2028. This includes \$85,853.00 in match.**

The purpose of this Grant Agreement is for Outreach, Screening, Assessment and Referral (OSAR) programs to provide coordinated access to a continuum of substance use and community services, including System Agency-funded substance use service providers.

#### **Financial Information:**

The total amount of this Grant Agreement for the life of the contract is not to exceed **\$1,997,918.00**.

**The total budgeted amount of this Grant Agreement for each fiscal year is \$665,973.00.**

The Grantee is required to provide \$85,853.00 in matching funds over the life of the contract.

<b><u>FISCAL YEAR</u></b>	<b><u>HHSC SHARE</u></b>	<b><u>MATCH</u></b>	<b><u>TOTAL</u></b>
FY26	\$637,355.00	\$28,618.00	\$665,973.00
FY27	\$637,355.00	\$28,618.00	\$665,973.00
FY28	\$637,355.00	\$28,618.00	\$665,973.00
<b>TOTAL CV:</b>	<b>\$1,912,065</b>	<b>\$85,853</b>	<b>\$1,997,918</b>

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

**Attachments:** 14. SA\_OSAR HHS001644600009 (FY26-28)

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



### NTBHA Strategic Visions

**Vision #1 NTBHA 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 NO. HHS001644600009**

**UNDER THE  
OUTREACH, SCREENING, ASSESSMENT, & REFERRAL (OSAR) 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 Freeway, Suite 900, Dallas, Texas 75251-1322 (each a “Party” and collectively the “Parties”).

**I. PURPOSE**

The purpose of this Grant Agreement is for Outreach, Screening, Assessment and Referral (OSAR) programs to provide coordinated access to a continuum of substance use and community services, including System Agency-funded substance use service providers.

**II. LEGAL AUTHORITY**

This Grant Agreement is authorized by and in compliance with the provisions of Texas Health and Safety Code, Section 12.051.

**III. DURATION**

This Grant Agreement is effective on September 1, 2025 and expires on August 31, 2028, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may extend this Grant Agreement up to two (2) additional years for a maximum term of five (5) years.

**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, SCOPE OF GRANT PROJECT**.

**V. BUDGET AND INDIRECT COST RATE**

The total amount of this Grant Agreement will not exceed **One Million, Nine Hundred Ninety-Seven Thousand, Nine Hundred Eighteen Dollars (\$1,997,918.00)**.

This includes the System Agency share of **One Million, Nine Hundred Twelve Thousand, Sixty-Five Dollars (\$1,912,065.00)** and Grantee’s required match amount of **Eighty-Five Thousand, Eight Hundred Fifty-Three Dollars (\$85,853.00)**.

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

Total Federal Funds:	<u>\$1,997,918.00</u>
Total State Funds:	<u>\$0.00</u>

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B - FISCAL REQUIREMENTS** and **ATTACHMENT B-1, APPROVED CATEGORICAL BUDGET**.

The allocations for each fiscal year of this Grant Agreement are documented below.

State Fiscal Year (FY) 2026 – FY 2028 (September 1, 2025 – August 31, 2028) allocations are as follows:

<b>FY</b>	<b>System Agency Share</b>	<b>Required Match</b>	<b>Total Grant Value</b>
2026	\$637,355.00	\$28,618.00	\$665,973.00
2027	\$637,355.00	\$28,618.00	\$665,973.00
2028	\$637,355.00	\$28,618.00	\$665,973.00
<b>Total:</b>	<b>\$1,912,065.00</b>	<b>\$85,853.00</b>	<b>\$1,997,918.00</b>

**Indirect Cost Rate:** The Grantee's acknowledged or approved Indirect Cost Rate and the Negotiated Indirect Cost Rate Agreement is attached to this Contract and incorporated as **ATTACHMENT J**. 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**

The Grantee shall submit the following reports in accordance with **ATTACHMENT A, SCOPE OF GRANT PROJECT**:

<b>REPORT</b>	<b>DUE DATE</b>	<b>SUBMISSION METHOD</b>	<b>NAMING CONVENTION</b>
Policies and Procedures	<u>Each FY</u> October 1, 202X	CMBHS	FY2X OSAR Policies and Procedures
Resource Directory	<u>Each FY</u> October 1, 202X	CMBHS	FY2X OSAR Resource Directory
CMBHS Security Attestation Form and List of Authorized Users	<u>Each FY, Biannually:</u> September 15 <sup>th</sup> and March 15 <sup>th</sup>	CMBHS	FY2X Sept CMBHS Attestation  FY2X Mar CMBHS Attestation
Contract Contact Representative Confirmation	<u>Each FY, Biannually:</u> September 15 <sup>th</sup> and March 15 <sup>th</sup>	CMBHS	Not Applicable

Quarterly Outreach Activities Report (1-800 Number included in Quarter 1 Activities 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 Outreach Activities Report
Quarterly Regional Collaborative Meeting Invitation List, Sign-in Sheets, and Summary	<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
Quality Monitoring Report	<u>Each FY, Biannually:</u> September 15 <sup>th</sup> and March 15 <sup>th</sup>	CMBHS	FY2X Quality Monitoring Report
TTOR (Texas Targeted Opioid Response) 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 Expenditure Report
Financial Status Reports (FSRs)	<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	Not Applicable
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
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 GL Worksheet
Fiscal Year Close Out Documentation	<u>Each FY, Annually:</u> October 15 <sup>th</sup>	CMBHS	FY2X Close Out

## VII. GRANT AGREEMENT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

### **System Agency**

Wendy Jones  
Texas Health and Human Services  
Commission  
4601 W. Guadalupe Street  
Austin, TX 78751-3146  
[Wendy.Jones01@hhs.texas.gov](mailto:Wendy.Jones01@hhs.texas.gov)  
[SUD.Contracts@hhs.texas.gov](mailto:SUD.Contracts@hhs.texas.gov)

### **Grantee**

Carol Lucky  
North Texas Behavioral Health Authority  
8111 LBJ Freeway, Suite 900  
Dallas, TX 75251-1322  
[clucky@ntbha.org](mailto:clucky@ntbha.org)

## VIII. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Grant Agreement number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Grant Agreement 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 Grant Agreement 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 Grant Agreement Representative or Legal Notice contact by providing written notice to the other Party.

## IX. FEDERAL AWARD INFORMATION

**GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: 17528112695**

**Federal funding under this Grant Agreement is a subaward under the following federal awards.**

**Federal Award Identification Number (FAIN):**

- Substance Abuse Prevention, Treatment, and Recovery Services (SAPTRS) Block Grant: 1B08TI087067
- Texas State Opioid Response (SOR) Grant: 1H79TI087739
- A. Assistance Listings Title, Number, and Dollar Amount:
  - SAPTRS Block Grant – 93.959 – \$163,037,013
  - Texas SOR Grant – 93.788 - \$52,101,635
- B. Federal Award Date:
  - SAPTRS Block Grant: 07/22/2024
  - Texas SOR Grant: 09/24/2024
- C. Federal Award Period:
  - SAPTRS Block Grant: 10/01/2023-09/30/2025
  - Texas SOR Grant: 09/20/2024-09/29/2026
- D. Name of Federal Awarding Agency: Substance Abuse and Mental Health Services Administration (SAMHSA) (both grants).
- E. Federal Award Project Description:
  - SAPTRS Block Grant objective is to help plan, implement, and evaluate activities that prevent and treat substance use.
  - Texas SOR Grant objective is to help plan, implement, and evaluate activities that prevent and treat substance use.
- F. Awarding Official Contact Information:
  - SAPTRS Block Grant: Wendy Pang  
Grant Specialist  
[Wendy.Pang@samhsa.hhs.gov](mailto:Wendy.Pang@samhsa.hhs.gov)  
240-276-1419
  - Texas SOR Grant: Milton Blijd  
Grant Specialist  
[Milton.Blijd@samhsa.hhs.gov](mailto:Milton.Blijd@samhsa.hhs.gov)  
240-276-1573
- G. Total Amount of Federal Funds Awarded to System Agency:
  - SAPTRS Block Grant: \$163,037,013.00
  - Texas SOR Grant: \$52,101,635.00
- H. Amount of Funds Awarded to Grantee:
  - SAPTRS Block Grant: \$1,717,065.00
  - Texas SOR Grant: \$195,000.00
- I. Identification of Whether the Award is for Research and Development: No

## **X. GRANT AGREEMENT 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 grant agreement documents.

- ATTACHMENT A - SCOPE OF GRANT PROJECT**
- ATTACHMENT A-1 - PERFORMANCE AND OUTCOME MEASURES**
- ATTACHMENT A-2 - CMBHS REQUIREMENTS**
- ATTACHMENT B - FISCAL REQUIREMENTS**
- ATTACHMENT B-1 - APPROVED CATEGORICAL BUDGET**
- ATTACHMENT C - CONTRACT AFFIRMATIONS, v2.6, JULY 2025**
- ATTACHMENT D - UNIFORM TERMS AND CONDITIONS – GRANT, v.3.5, SEPTEMBER 2024**
- ATTACHMENT E - ADDITIONAL PROVISIONS**
- ATTACHMENT F - FEDERAL ASSURANCES**
- ATTACHMENT G - CERTIFICATION REGARDING LOBBYING**
- ATTACHMENT H - DATA USE AGREEMENT v8.5, COMMUNITY CENTER VERSION, JANUARY 25, 2023**
- ATTACHMENT I - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**
- ATTACHMENT J - INDIRECT COST RATE ACKNOWLEDGEMENT LETTER**

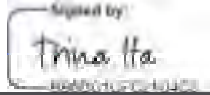
## **XI. SIGNATURE AUTHORITY**

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,  
GRANT AGREEMENT NO. HHS001644600009**

**SYSTEM AGENCY**

Signed by:  
  
8CEA893CF9H146F

Signature

Printed Name: Trina Ita

Title: Deputy Executive Commissioner, BHS

Date of Signature: August 21, 2025

**GRANTEE**

Signed by:  
  
8CEA893CF9H146F

Signature

Printed Name: Carol Lucky

Title: CEO

Date of Signature: August 21, 2025

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 465-2025 Ratify HHSC Contract for Treatment for Adults (TRA) Amendment No. 5 for FY 2025 (HHSC Contract No. HHS000779800003)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 ratifies the signature of the CEO on the HHSC Contract for Treatment for Adults (TRA) Amendment No. 5 for FY 2025 (HHSC Contract No. HHS000779800003).

**DONE IN OPEN MEETING** this the 10th day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM# 15: Resolution 465-2025 Ratify HHSC Treatment for Adults (TRA) Amendment No. 5 for FY 2025. (HHSC Contract No. HHS000779800003)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Contract for Treatment for Adults (TRA) Amendment No. 5 for FY 2025. (HHSC Contract No. HHS000779800003)

**Background:**

**This Amendment No. 5 adds \$350,000 in funding for FY 2025. This brings the total FY25 contract value to \$6,870,677.00 – with \$285,454.00 of that total in matching funds.**

Grantee shall provide substance use disorder treatment services to the target population at one or more of the service types/levels of care listed in the contract. The service types/levels of care are based on Texas Administrative Code (TAC) requirements, as referenced in the Substance Use Disorder (SUD) Program Guide, and the American Society of Addiction Medicine (ASAM) criteria, which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning.

**Financial Information:**

The total amount of this Grant Agreement for **FY2025** is not to exceed **\$6,870,677.00**.

The Grantee is required to provide \$285,454.00 in matching funds.

<b><u>FISCAL YEAR</u></b>	<b><u>HHSC SHARE</u></b>	<b><u>Amt Added by Amendment</u></b>	<b><u>MATCH</u></b>	<b><u>TOTAL</u></b>
FY21	\$5,176,962.00	\$0	\$258,848.00	\$5,435,810.00
FY22	\$6,157,432.00	\$0	\$258,848.00	\$6,416,280.00
FY23	\$6,157,432.00	\$0	\$285,454.00	\$6,442,886.00
FY24	\$6,235,223.00	\$0	\$285,454.00	\$6,520,677.00
FY25	\$6,235,223.00	\$350,000	\$285,454.00	\$6,870,677.00
<b>TOTAL CV:</b>	<b>\$29,962,272</b>	<b>\$350,000</b>	<b>\$1,374,058</b>	<b>\$31,686,330</b>

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

**Attachments:** 15. SA\_TRA HHS000779800002 A.5 FY25



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

NTBHA Strategic Visions	
Vision #1	NTBHA 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. 5**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”) and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“Grantee”), collectively referred to as the “Parties” to that certain Treatment for Adults (TRA) Contract effective September 1, 2020, and denominated HHSC Contract No. HHS000779800002 (“Contract”), as amended, now desire to further amend the Contract.

**WHEREAS**, HHSC desires to add funding to the Contract to serve additional clients; and

**WHEREAS**, HHSC desires to revise Attachment B, Program Services and Unit Rates, to include the added funds.

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

1. **ARTICLE IV, BUDGET**, of the Contract is deleted in its entirety and replaced with the following to add state-allotted funding of **\$350,000.00**. The HHSC funding, amount added by this Amendment No. 5, required match, and total for each State Fiscal Year (September 1 – August 31) (FY), as well as the Total Contract Value is documented in the table below:

- A. The HHSC allocated share and Grantee required match per State Fiscal Year (FY) is as follows:

<b>FY</b>	<b>Program ID</b>	<b>HHSC Share</b>	<b>Amount Added by Amendment</b>	<b>Match</b>	<b>FY TCV</b>
<b>2021</b>	SA/TRA	<b>\$5,176,962.00</b>	<b>\$0</b>	<b>\$258,848.00</b>	<b>\$5,435,810.00</b>
<b>2022</b>	SA/TRA	<b>\$6,157,432.00</b>	<b>\$0</b>	<b>\$258,848.00</b>	<b>\$6,416,280.00</b>
<b>2023</b>	SA/TRA	<b>\$6,157,432.00</b>	<b>\$0</b>	<b>\$285,454.00</b>	<b>\$6,442,886.00</b>
<b>2024</b>	SA/TRA	<b>\$6,235,223.00</b>	<b>\$0</b>	<b>\$285,454.00</b>	<b>\$6,520,677.00</b>
<b>2025</b>	SA/TRA	<b>\$6,235,223.00</b>	<b>\$350,000.00</b>	<b>\$285,454.00</b>	<b>\$6,870,677.00</b>
<b>Totals</b>	<b>Total</b>	<b>\$29,962,272.00</b>	<b>\$350,000.00</b>	<b>\$1,374,058.00</b>	<b>\$31,686,330.00</b>

- B. All expenditures under the Contract will be in accordance with **ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES (REVISED JULY 2025)**.

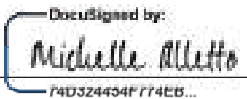
2. **ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES (REVISED JUNE 2025)**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES (REVISED JULY 2025)**, which is attached to this Amendment No. 5 and incorporated and made part of the Contract for all purposes.
3. The Contract is amended to add **ATTACHMENT H-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM**, which is attached to this Amendment No. 5 and incorporated into and made part of the Contract for all purposes.
4. This Amendment No. 5 shall be effective August 30, 2025.
5. Except as amended and modified by this Amendment No. 5, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.
7. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 5  
HEALTH AND HUMAN SERVICES  
COMMISSION CONTRACT NO. 000779800002**

**HEALTH AND HUMAN SERVICES  
COMMISSION**


**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

By:  DocuSigned by:  
74D324454F774EB...

Printed Name: Michelle Alletto

Title: Chief Program and Services Officer

Date of Signature: August 25, 2025

By:  DocuSigned by:  
BCEA892C F93148F...

Printed Name: Carol Lucky

Title: CEO

Date of Signature: August 22, 2025

**THE FOLLOWING ATTACHMENTS ARE ATTACHED TO THIS AMENDMENT NO. 5 AND INCORPORATED  
AND MADE PART OF THE CONTRACT FOR ALL PURPOSES:**

**ATTACHMENT B: PROGRAM SERVICES AND UNIT RATES (REVISED JULY 2025)  
ATTACHMENT H-1: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT  
(FFATA) FORM**

**ATTACHMENT B**  
**Treatment for Adults (TRA)**  
**PROGRAM SERVICES AND UNIT RATES**  
**(REVISED JULY 2025)**

- A. This Contract is funded through the United States Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Abuse Block Grant (SABG) Supplemental Grant, Assistance Listing Number (ALN) 93.959, and System Agency General Revenue.
- B. Grantee shall comply with the applicable Code of Federal Regulations (CFR), the requirements applicable in 2 CFR 200 (relating to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and the Texas Grant Management Standards (TxGMS).including the following:
  - 1. (SABG) Supplemental Grant, Assistance Listing Number (ALN) 93.959.
  - 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 **\$30,312,272.00** for the period of September 1, 2020, through August 31, 2025, as further specified and allocated by fiscal year (FY) in **Article IV, Budget** of the Contract Signature Document. This Grant Agreement does not include renewals.
  - 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 Clinical Management Behavioral Health Services 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 through the CMBHS system or as otherwise directed by the system agency in accordance with specified guidelines and timelines.
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 2024 SERVICE CHART**

<b>Service Type</b>	<b>Number Served</b>	<b>Capacity</b>	<b>Amount</b>
<b>Adult Outpatient – Individual</b>	<b>4742</b>	<b>663</b>	<b>\$6,235,223</b>
Outpatient-Group Counseling			
Outpatient-Group Education			
Outpatient-Individual Counseling			
<b>Adult Intensive Residential</b>	0	0	\$0
<b>Adult - Supportive Residential</b>	0	0	\$0
<b>Adult - Ambulatory Detoxification</b>	0	0	\$0
<b>Adult - Residential Detoxification</b>	0	0	\$0

<b>Adult - HIV Residential</b>			
Adult HIV Residential Wraparound Services (Medicaid Adult -21 and Over)			
<b>Totals</b>	<b>4,742</b>		<b>\$6,235,223.00</b>

**FY 2025 SERVICE CHART**

<b>Service Type</b>	<b>Number Served</b>	<b>Capacity</b>	<b>Amount</b>
<b>TRA-LBHA Treatment Services – Adult</b>	<b>4427</b>	<b>610</b>	<b>\$6,585,223</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>\$6,585,223</b>

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 466-2025 Ratify HHSC Contract for Behavioral Health Internship Stipend Program (BHIS) for FY 2025—FY 2027 (HHSC Contract No. HHS001492800009)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 ratifies the signature of the CEO on the HHSC Contract for Behavioral Health Internship Stipend Program (BHIS) for FY 2025—FY 2027 (HHSC Contract No. HHS001492800009).

**DONE IN OPEN MEETING** this the 10th day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM 16: Resolution # 466-2025 Ratify HHSC Contract for Behavioral Health Internship Stipend (BHIS) Grant Program for FY 2025 – FY 2027. (HHSC Contract No. HHS001492800009)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Contract for Behavioral Health Internship Stipend (BHIS) Grant Program for FY 2025 – FY 2027 (HHSC Contract No. HHS001492800009)

**Background:**

**This is a new contract with a total not-to-exceed amount of \$96,000.00 for FY 2025 – FY 2027. There is no match required.**

The Internship Stipend for Local Mental Health Authorities and Local Behavioral Health Authorities (“LMHAs” and “LBHAs”) is an internship stipend program for college and university students who are seeking a bachelor’s or master’s degree in a behavioral health related field (the “Behavioral Health Workforce Internship Stipend Program” or the “Program”). The Program is designed to encourage students to work at an LMHA/LBHA so that they can understand the behavioral health workforce and understand the different behavioral health career lifecycles at a LMHA/LBHA. Students chosen to intern at the LMHA/LBHA will enhance the workforce pipeline by directly supporting services for clients with serious mental illness (“SMI”) or serious emotional disturbance (“SED”). Students will be reimbursed for their work through the internship stipend. Ultimately, students will apply their specialized skills and knowledge while gaining practical experience that underscores the value of their education. The Program allows HHSC to meet program objectives by building and increasing HHSC’s capacity to respond to and meet the needs of the behavioral health workforce shortage.

**Financial Information:**

The total amount of this Grant Agreement for the life of the contract is not to exceed **\$96,000.00**.

The Grantee is not required to provide any matching funds.

<b><u>FISCAL YEAR</u></b>	<b><u>HHSC SHARE</u></b>	<b><u>MATCH</u></b>	<b><u>TOTAL CV</u></b>
FY26-FY27	\$96,000.00	\$0	<b>\$96,000.00</b>

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

**Attachments:** 16. MH\_BHIS HHS001492800009 FY26-FY27 - NTBHA



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

NTBHA Strategic Visions	
Vision #1	NTBHA 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

**INTERLOCAL COOPERATION CONTRACT  
HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS001492800009**

**THE HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”) and **North Texas Behavioral Health Authority** (“Local Government” or “Contractor”), each a “Party” and collectively the “Parties,” enter into the following contract for Behavioral Health Internship Stipend services (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

**I. PARTIES**

HHSC

Name: Health and Human Service Commission  
Address: 4601 W. Guadalupe St. Mail Code  
2058  
City and Zip: Austin, TX 78751  
Contact Person: Judith Tyler  
Telephone: 512-206-5385  
E-Mail Address: judith.tyler@hhs.texas.gov

Local Government

Name: North Texas Behavioral Health  
Authority  
Address: 8111 LBJ Fwy, Suite 900  
City and Zip: Dallas, TX 75251  
Contact Person: Carol Lucky  
Telephone: 214-366-9407  
E-Mail Address: clucky@ntbha.org

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

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **ATTACHMENT A – STATEMENT OF WORK, VERSION 1.**

**III. CONTRACT PERIOD AND RENEWAL**

The Contract is effective upon execution and expires on August 31, 2027, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract for up to four additional one-year terms, subject to mutually agreeable terms and conditions.

**IV. AMENDMENT**

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both Parties.

**V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES**

The total amount of this Contract shall not exceed **NINETY-SIX THOUSAND DOLLARS (\$96,000.00)** as provided for in **ATTACHMENT A – STATEMENT OF WORK, VERSION 1.**

## **VI. LEGAL NOTICES**

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **HHSC**

Health and Human Services Commission  
4601 W. Guadalupe, Mail Code 1100  
Austin, Texas 78751  
Attention: Office of Chief Counsel

### **Local Government**

North Texas Behavioral Health Authority  
8111 LBJ Fwy, Suite 900  
Dallas, TX 75251  
Attention: Carol Lucky

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

## **VII. CERTIFICATIONS**

The undersigned contracting Parties certify that:

- (1) The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
- (3) The proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

HHSC further certifies that it has statutory authority to contract for the services described in this contract under the Health and Safety Code Sections 533.001 and 533.034.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under Health and Safety Code Chapter 534.

## **VIII. CONTRACT DOCUMENTS**

**The following documents are incorporated by reference and made a part of this Contract for all purposes.** Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity or inconsistency between or among any documents, all HHSC documents take precedence over Local Government documents and the Data Use Agreement takes precedence over all other Contract documents.

**ATTACHMENT A – STATEMENT OF WORK, VERSION 1**

**ATTACHMENT A-1 – PROJECT EXPENDITURE REPORT**

**ATTACHMENT B – HHS CONTRACT AFFIRMATIONS, VERSION 2.6 (JULY 2025)**

**ATTACHMENT C – HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL  
ENTITY, VERSION 3.3 (NOVEMBER 2023)**

**ATTACHMENT D – DATA USE AGREEMENT, COMMUNITY CENTER VERSION, V.8.5  
(JANUARY 2023)**

**ATTACHMENT E – FEDERAL ASSURANCES-NON-CONSTRUCTION PROGRAMS**

**ATTACHMENT F – CERTIFICATION REGARDING LOBBYING**

**ATTACHMENT G – FFATA CERTIFICATION FORM**

## **IX. SIGNATURE AUTHORITY**

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Local Government before this Contract is effective or after it ceases to be effective are performed at the sole risk of Local Government.

**SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE FOR HHSC CONTRACT NO. HHS001492800009

HEALTH AND HUMAN SERVICES  
COMMISSION

Signed by:  
*Roderick Swan*  
C75F15B7A71B4AD...

Signature

Roderick Swan

Printed Name

Associate Commissioner

Title

August 15, 2025

Date

NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY

DocuSigned by:  
*Carol Lucky*  
BCE0A930C1F82143B...

Signature

Carol Lucky

Printed Name

CEO

Title

August 14, 2025

Date

## ATTACHMENT A

### STATEMENT OF WORK, VERSION 1

#### I. PURPOSE

The Internship Stipend for Local Mental Health Authorities and Local Behavioral Health Authorities (“LMHAs” and “LBHAs”) is an internship stipend program for college and university students who are seeking a bachelor’s or master’s degree in a behavioral health related field (the “Behavioral Health Workforce Internship Stipend Program” or the “Program”). The Program is designed to encourage students to work at an LMHA/LBHA so that they can understand the behavioral health workforce and understand the different behavioral health career lifecycles at a LMHA/LBHA. Students chosen to intern at the LMHA/LBHA will enhance the workforce pipeline by directly supporting services for clients with serious mental illness (“SMI”) or serious emotional disturbance (“SED”). Students will be reimbursed for their work through the internship stipend. Ultimately, students will apply their specialized skills and knowledge while gaining practical experience that underscores the value of their education. The Program allows HHSC to meet program objectives by building and increasing HHSC’s capacity to respond to and meet the needs of the behavioral health workforce shortage.

#### II. FUNDING AND PAYMENT

##### A. Funding

1. Funding Source: Substance Abuse and Mental Health Services Administration, Block Grants for Community Mental Health Services, Assistance Listing 93.958.
2. Contractor is not required to provide matching funds.

##### B. HHSC’s Payment to Contractor

1. HHSC will pay the Contractor a single lump sum advance payment of \$96,000.00 upon Contract execution for actual, allowable, and eligible costs incurred as outlined in this Statement of Work.
2. If Contractor’s sum costs reported using **Attachment A-1, Project Expenditure Report**, are less than the advanced payment total, Contractor must reimburse HHSC the difference on or before the 45<sup>th</sup> day after the expiration or termination of the Contract. Additionally, HHSC may request, in writing, repayment with 30 days’ notice if the Contract is terminated or Contractor notifies HHSC in writing of having completed work associated with this Contract with some funds remaining unspent. Project expenditures will be tallied on a cost reimbursement basis.

### III. CONTRACTOR RESPONSIBILITIES

#### A. PROGRAM PROTOCOL

1. Program Requirements.
  - a. Contractor shall collaborate with the college or university coordinator to market the internship stipend.
  - b. Once applications have been submitted, Contractor shall screen the applications to ensure the students are meeting the internship requirements and if applicable, conduct interviews with the student. Individuals already employed by Contractor are not eligible for this Program.
  - c. Contractor shall not accept more than five students and no less than two students per site.
  - d. Students may work up to 20 hours per week.
  - e. Once students have been selected, the Contractor shall provide student accessible internship orientation training (in person or online).
  - f. Students participating in the Program must directly support services for individuals with SMI or SED.
  - g. In the event a student resigns from their internship, Contractor may find a replacement intern by recruiting another eligible student.
2. Selection and Coordination of Program. Contractor shall identify and coordinate internship tasks that meet the behavioral health workforce needs of the Contractor and can be performed by an intern. Examples of internship duties that an intern can undertake under the guidance of their internship supervisor may include: assist in conducting initial intake sessions with clients, help with case management tasks such as maintaining client records, co-facilitate support groups for clients with similar diagnoses, observe and learn crisis intervention techniques, assist in implementing behavior management plans, and participate in community outreach efforts to raise awareness about mental health issues, available services and resources.
3. Consultations. Contractor shall be available for consultation calls with HHSC related to internship practices.
4. Intern Stipends. Contractor must use funds paid by HHSC under this Contract to compensate students for hours worked under the program. Contractor must incorporate such funds into its payroll schedule. Contractor may not make a lump sum payment to students. Students may receive up to a maximum of \$10,000.
5. Administrative Costs. In addition to the intern stipends described in Section III (A)(4) above, Contractor will receive up to \$46,000 to support administrative or overhead costs to support the program.

#### B. TARGET POPULATION

1. Enrollment. Targeted students must be enrolled in school for the academic school year (approximate dates of September 1 – August 31). Should a student be unable to enroll

in their college or university for the summer semester, they may continue their internship with the LMHA/LBHA they are working with through the summer semester.

2. School and Field of Study. Students participating in the Program must be currently obtaining a bachelor's or master's degree from an accredited and a physical (not online based) college or university accredited by The Southern Association of Colleges and School Commission on Colleges ("SACSCOC") in the following fields of study relating to human, behavioral, or social services: psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention. Students may be sourced from colleges and universities outside the Contractor's local service area.

#### C. PROGRAM REQUIREMENTS

1. Evaluation. Contractor shall utilize its own evaluation form (reviewed and approved by HHSC) or use the HHSC pre-approved evaluation form (attached hereto as Exhibit 1) for each student to complete and submit after each semester.
2. Program Material. Contractor must ensure each internship includes all needed elements to allow the student to receive course credit at their college or university. In the event the internship protocol requires additional steps for the student to help with a given task, Contractor shall coordinate all activities and materials required to complete the internship task. This includes but is not limited to additional training if required.
3. Internship Roster. Contractor shall develop and use a method for tracking student attendance and participation in tasks electronically. This internship roster must include the student's name, student's college or university name, student's college or university email address, student's degree, student's program or area of study, student's expected date of graduation, and student's college or university supervisor.

#### D. DELIVERABLES AND REPORTING

1. Agenda.
  - a. Fifteen (15) calendar days prior to the beginning of each semester, Contractor shall submit to HHSC an agenda for the Program (in a format approved by HHSC).
  - b. The agenda must include the following information:
    - i. Type of internship focus (mental health, substance use, etc.);
    - ii. The name of credentials of the supervisor facilitating the internship;
    - iii. The internship location;
    - iv. A copy of the materials that will be provided to students for the internship;
    - v. A copy of the evaluation to be completed after the internship; and
    - vi. Description of how the interns will support direct services to individuals with SMI or SED.

2. Evaluations.

- a. Fifteen (15) calendar days after the end of each semester Contractor must submit a report of the results of the evaluations collected by Contractor from students (in a format approved by HHSC).

3. Internship Roster.

- a. Contractor must submit the internship roster to HHSC 15 calendar days before the start of the semester.
- b. In the event that the internship roster needs to be updated, the Contractor must email the HHSC Project Manager within one business day the reason for the update and provide the updated internship roster.

4. Internship Tasks.

- a. Fifteen (15) calendar days prior to the beginning of each semester, Contractor must provide documentation of all internship tasks (in a format approved by HHSC).
- b. Information relating to internship tasks shall be collected, maintained, and reported by the Contractor.
- c. Fifteen (15) calendar days after the end of each semester, Contractor must provide the end of the semester documentation internship activities completed during the previous semester (in a format approved by HHSC).

5. Documentation.

- a. Contractor shall maintain all internship related documentation and expenditures in a format approved by HHSC.
- b. Contractor shall submit all reports, documentation, and other information required of Contractor electronically to [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us), as well as to the assigned HHSC Contract Manager and the HHSC Project Manager.
- c. Documents provided to HHSC shall meet content, quality, and format criteria specified by the HHSC Project Manager.

6. Project Expenditure Report. Contractor shall submit a final Project Expenditure Report in the form of **ATTACHMENT A-1, PROJECT EXPENDITURE REPORT** on or before the 30th day following the end of the Contract term. Contractor must submit the Project Expenditure Report to [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us) with a copy to the HHSC Contract Representative. HHSC recommends using the following naming convention on the subject line of the submission: *[Contractor Legal Name], [Contract Number], Final Project Expenditure Report*.

E. STAFFING

1. Contractor shall only staff this Program with personnel essential to the execution of the Program objectives.
2. In the event key personnel providing services under this Contract (i.e., supervisor) exits their position, Contractor shall ensure duties are executed fully by qualified staff without disruption until such time that the vacant position is appropriately filled.

3. Contractor shall submit requests for any changes to the internship supervisor allocated to the implementation of this Program in writing to HHSC at least 10 working days before the effective date of the proposed change. Contractor shall not implement changes until approval is received, in writing, from the HHSC Project Manager.

F. MEETING, CONFERENCE CALLS, AND OTHER ACTIVITIES

1. Contractor shall participate in all meetings required by HHSC.
2. Contractor shall provide requests for non-routine meetings and activities to HHSC at least one business day in advance of the requested meeting or activity.

**IV. PERFORMANCE MEASURES**

HHSC will monitor Contractor's performance of the requirements in this **Attachment A** and compliance with the Contract terms and conditions.

**ATTACHMENT A**  
**STATEMENT OF WORK, VERSION 1**  
**EXHIBIT 1**  
**OFFICE OF MENTAL HEALTH COORDINATION**  
**BEHAVIORAL HEALTH WORKFORCE INTERNSHIP STIPEND PROGRAM**  
**EVALUATION TEMPLATE**



Office of Mental Health Coordination  
Behavioral Health Workforce Internship Stipend Program  
Evaluation Template

*Instructions: In accordance with Contract requirements, please have the interns participating in the Behavioral Health Workforce Internship Stipend Program complete the following internship evaluation form after each semester.*

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

Semester: **Fall 20XX**

Name of intern: \_\_\_\_\_

Name of LMHA or LBHA internship site: \_\_\_\_\_

Name of LMHA or LBHA internship site supervisor: \_\_\_\_\_

How many internship hours has the intern completed at said site? \_\_\_\_\_

Please rate the following based on your perception of the internship site:

*5= Very highly adequate*

*4= Highly adequate*

*3= Adequate*

*2= Slightly adequate*

*1= Unsatisfactory*

Opportunity to interact with co-workers/clients/customers: \_\_\_\_\_

Quality of work assigned: \_\_\_\_\_

Relevance of academic preparation to internship position: \_\_\_\_\_

Career/professional knowledge gained: \_\_\_\_\_

Professionalism of internship site: \_\_\_\_\_

Supervision and performance feedback: \_\_\_\_\_

Other comments:

*End of evaluation.*

HHSC Contract No. HHS001492800009

Attachment A

Statement of Work, Version 1

Exhibit 1

Page 2 of 4

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

Semester: **Spring 20XX**

Name of intern: \_\_\_\_\_

Name of LMHA or LBHA internship site: \_\_\_\_\_

Name of LMHA or LBHA internship site supervisor: \_\_\_\_\_

How many internship hours has the intern completed at said site? \_\_\_\_\_

Please rate the following based on your perception of the internship site:

*5= Very highly adequate*

*4= Highly adequate*

*3= Adequate*

*2= Slightly adequate*

*1= Unsatisfactory*

Opportunity to interact with co-workers/clients/customers: \_\_\_\_\_

Quality of work assigned: \_\_\_\_\_

Relevance of academic preparation to internship position: \_\_\_\_\_

Career/professional knowledge gained: \_\_\_\_\_

Professionalism of internship site: \_\_\_\_\_

Supervision and performance feedback: \_\_\_\_\_

Other comments:

*End of evaluation.*

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

Semester: **Summer 20XX**

Name of intern: \_\_\_\_\_

Name of LMHA or LBHA internship site: \_\_\_\_\_

Name of LMHA or LBHA internship site supervisor: \_\_\_\_\_

How many internship hours has the intern completed at said site? \_\_\_\_\_

Please rate the following based on your perception of the internship site:

5= *Very highly adequate*

4= *Highly adequate*

3= *Adequate*

2= *Slightly adequate*

1= *Unsatisfactory*

Opportunity to interact with co-workers/clients/customers: \_\_\_\_\_

Quality of work assigned: \_\_\_\_\_

Relevance of academic preparation to internship position: \_\_\_\_\_

Career/professional knowledge gained: \_\_\_\_\_

Professionalism of internship site: \_\_\_\_\_

Supervision and performance feedback: \_\_\_\_\_

*Instructions: The following questions are to be completed at the end of the interning period, Summer 20XX.*

1. If HHSC were to fund the Behavioral Health Workforce Internship Program again in the future, would you recommend this internship to other students? Please explain.
2. Has interning at said site increased your awareness and understanding of the types of behavioral health services your LMHA/LBHA has to offer? Please explain.
3. What skills have you gained during your internship? Please explain.
4. Would you be interested in working for a LMHA or LBHA in the future? Why or why not?
5. Other comments:

*End of evaluation.*

HHSC Contract No. HHS001492800009

Attachment A

Statement of Work, Version 1

Exhibit 1

Page 4 of 4



Attachment A-1 Project Expenditure Report

Contractor Name	Program ID	Contract Nbr	HHSC Funds Paid	Cumulative HHSC Funds Expended	Total Remaining Balance
	MH/BHIS		\$96,000.00		\$96,000.00
	MH/BHIS		\$96,000.00	\$0.00	\$0.00

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 467-2025 Ratify HHSC Contract for Comprehensive Case Management Services (CCMS) Grant Program for FY 2026—FY 2030 (HHSC Contract No. HHS001650300003)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 ratifies the signature of the CEO on the HHSC Contract for Comprehensive Case Management Services (CCMS) Grant Program for FY 2026—FY 2030 (HHSC Contract No. HHS001650300003).

**DONE IN OPEN MEETING** this the 10th day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM #17: Resolution 467-2025 Ratify HHSC Contract for Comprehensive Case Management Services (CCMS) Grant Program for FY 2026 – FY 2030. (HHSC Contract No. HHS001650300003)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Contract for Comprehensive Case Management Services (CCMS) Grant Program for FY 2026 – FY 2030 (HHSC Contract No. HHS001650300003)

**Background:**

**This is a new contract with a total not-to-exceed amount of \$7,749,645 for FY 2026 – FY 2030. Matching funds of \$369,030 will be required.**

The purpose of this Grant Agreement is to provide Comprehensive Case Management Services (CCMS) to individuals eligible for intensive residential services. CCMS services will reduce barriers to treatment, enhance motivation, encourage treatment retention and strengthen resources for recovery by concurrently addressing other personal needs, and by providing referrals and linkage to appropriate services. CCMS will allow individuals to focus on and remain engaged in long-term recovery.

**Financial Information:**

The total amount of this Grant Agreement for the life of the contract is not to exceed **\$7,749,645**.

**The total budgeted amount of this Grant Agreement for each fiscal year is \$1,549,929.**

The Grantee is required to provide \$369,030 in matching funds for the life of the contract.

<b><u>FISCAL YEAR</u></b>	<b><u>HHSC SHARE</u></b>	<b><u>MATCH</u></b>	<b><u>TOTAL</u></b>
FY26	\$1,476,123.00	\$73,806.00	\$1,549,929.00
FY27	\$1,476,123.00	\$73,806.00	\$1,549,929.00
FY28	\$1,476,123.00	\$73,806.00	\$1,549,929.00
FY29	\$1,476,123.00	\$73,806.00	\$1,549,929.00
FY30	\$1,476,123.00	\$73,806.00	\$1,549,929.00
<b>TOTAL CV:</b>	<b>\$7,380,615</b>	<b>\$369,030</b>	<b>\$7,749,645</b>

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



**Attachments:** 17. SA\_CCMS HHS001650300003 (FY26-30)

**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. HHS001650300003  
UNDER THE  
COMPREHENSIVE CASE MANAGEMENT SERVICES GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the **Health and Human Services Commission** (“System Agency, and **North Texas Behavioral Health Authority** (“Grantee”), having its principal office at 8111 LBJ FWY STE 900, Dallas TX, 75251-1322 (each a “Party” and collectively the “Parties”).

**I. PURPOSE**

The purpose of this Grant Agreement is to provide Comprehensive Case Management Services (CCMS) to individuals eligible for intensive residential services. CCMS services will reduce barriers to treatment, enhance motivation, encourage treatment retention and strengthen resources for recovery by concurrently addressing other personal needs, and by providing referrals and linkage to appropriate services. CCMS will allow individuals to focus on and remain engaged in long-term recovery.

**II. LEGAL AUTHORITY**

This Grant Agreement is entered into pursuant to provisions of the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS), under Article 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service (PHS) Act . In Addition, Texas Health and Human Services Commission authority is provided under Texas Government Code, Chapter 531, Subtitle I, Title 4.

**III. DURATION**

This Grant Agreement is effective on September 1, 2025, and terminates on August 31, 2030, unless terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

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, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State for up to 12 months, in one-month intervals, at the then-current Contract rate(s), if applicable, as modified during the term of the Contract.

#### IV. SCOPE OF GRANT PROJECT

The Scope of Grant Project is bound is incorporated into and made part of the Grant Agreement for all purposes and included as **Attachment A, A-1 and A-2**.

#### V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed **\$7,749,645**

This includes the System Agency share of **\$7,380,615** and Grantee's required match amount of **\$369,030**.

The allocations for each fiscal year of this Grant Agreement are documented below.

State Fiscal Year (FY) 2026-2030 (September 1, 2025- August 31, 2030) allocations are as follows:

State FY	System Agency Share	Required Match	Total Contract Value
2026	\$1,476,123	\$73,806	\$1,549,929
2027	\$1,476,123	\$73,806	\$1,549,929
2028	\$1,476,123	\$73,806	\$1,549,929
2029	\$1,476,123	\$73,806	\$1,549,929
2030	\$1,476,123	\$73,806	\$1,549,929
<b>TOTAL:</b>	<b>\$7,380,615</b>	<b>\$369,030</b>	<b>\$7,749,645</b>

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

Total Federal Funds: **\$7,380,615**

Total State Funds: **\$0.00**

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B - FISCAL REQUIREMENTS**.

**Indirect Cost Rate:** The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within the De Minimis Acknowledgement, attached to this Contract and incorporated as **ATTACHMENT J**. 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

The table documents all required reporting requirements for CCMS. (If specific fiscal years are not stated under “Due Date,” then that report is considered due every fiscal year.)

The Grantee can identify the reports required to be submitted by referencing the **ATTACHMENT A**.

REPORT NAME	FREQUENCY	DUE DATE	SUBMISSION METHOD
Implementation Plans	Annually	<u>FY26:</u> <u>September 1<sup>st</sup> (for</u> <u>FY26 Service Period</u> <u>June 15<sup>th</sup> (For FY27</u> <u>Service Period)</u>  <u>FY27-FY30</u> <u>June 15<sup>th</sup></u>	
Quarterly Activity Reports	Quarterly	<u>Each FY</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
Quality Management Activities Report	Annually	<u>End of Each FY</u> September 15 <sup>th</sup>	CMBHS
Performance Measures	Monthly	The 15 <sup>th</sup> day of the month following the month being reported	CMBHS
FY26 Categorical Budget	One time	September 1 <sup>st</sup>	CMBHS
Security Attestation Form and List of Authorized Users	Semi-Annually	<u>Each FY</u> September 15 <sup>th</sup> March 15 <sup>th</sup>	CMBHS
Financial Status Report	Quarterly	<u>Each FY</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
General Ledger	Quarterly	<u>Each FY</u> Q1: December 31 <sup>st</sup> Q2: March 31 <sup>st</sup> Q3: June 30 <sup>th</sup>	CMBHS

		Q4: September 30 <sup>th</sup>	
FSR to GL Worksheet	Quarterly	Each FY 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
Contract Contact Certifications	Semi-Annually	Each FY September 15 <sup>th</sup> March 15 <sup>th</sup>	CMBHS
Financial Statement	Annually	Each FY February 15 <sup>th</sup>	CMBHS
FY Close-out	Annually	Each FY October 15 <sup>th</sup>	CMBHS

## 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

Christopher Martinez  
Health and Human Services Commission  
4601 W. Guadalupe Street  
Austin, Texas 78751  
[SUD.Contracts@hhs.texas.gov](mailto:SUD.Contracts@hhs.texas.gov)

### Grantee

Carol Lucky  
North Texas Behavioral Health Authority  
8111 LBJ Freeway, Ste 900 Dallas, Texas  
75243-4652  
[Clucky@ntbha.org](mailto: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.**

**Federal Award Identification Number (FAIN): 1B08TI087067**

- A. Assistance Listings Title, Number, and Dollar Amount:
  - Substance Abuse Prevention, Treatment, and Recovery Services Block Grant – 93.959 – \$163,037,013
- B. Federal Award Date: 7/22/2024
- C. Federal Award Period: 10/01/2023—9/30/2025
- D. Name of Federal Awarding Agency: Health and Human Services Commission
- E. Federal Award Project Description: Substance Abuse Prevention, Treatment, and Recovery Services Block Grant objective is to help plan, implement, and evaluate activities that prevent and treat substance use.
- F. Awarding Official Contact Information: Linda Fulton  
Program Official  
linda.fulton@samhsa.hhs.gov  
240-276-1573
- G. Total Amount of Federal Funds Awarded to System Agency: \$163,037,013
- H. Amount of Funds Awarded to Grantee: **\$7,380,615**

**Note:** a portion of grant funds may come from state general revenue. At the close of the fiscal year budget period, System Agency will provide notification providing final expenditures by method of finance.

- 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>COMPREHENSIVE CASE MANAGEMENT SERVICES SCOPE OF GRANT PROJECT</b>
<b>ATTACHMENT A-1 –</b>	<b>PERFORMANCE &amp; OUTCOME MEASURE REQUIREMENTS</b>
<b>ATTACHMENT A-2 –</b>	<b>CMBHS REQUIREMENTS</b>
<b>ATTACHMENT B –</b>	<b>FISCAL REQUIREMENTS</b>
<b>ATTACHMENT C –</b>	<b>CONTRACT AFFIRMATIONS v 2.6</b>
<b>ATTACHMENT D –</b>	<b>UNIFORM TERMS AND CONDITIONS – GRANT v. 3.5</b>
<b>ATTACHMENT E –</b>	<b>DATA USE AGREEMENT v. 8.5</b>
<b>ATTACHMENT F –</b>	<b>ADDITIONAL PROVISIONS</b>
<b>ATTACHMENT G –</b>	<b>FEDERAL ASSURANCES</b>
<b>ATTACHMENT H –</b>	<b>CERTIFICATION REGARDING LOBBYING</b>
<b>ATTACHMENT I –</b>	<b>FFATA CERTIFICATION FORM</b>
<b>ATTACHMENT J –</b>	<b>DE MINIMIS ACKNOWLEDGMENT</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. HHS001650300003**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

Signed by:  
  
Trina Ita

Signature

Trina Ita

Deputy Executive Commissioner, BHS

Date of Signature: August 21, 2025

DocuSigned by:  
  
Carol Lucky

Signature

Carol Lucky

CEO

Date of Signature: August 21, 2025

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 468-2025 Ratify HHSC Inpatient Competency Restoration (ICR) Program Amendment No. 1 for FY 2026—FY 2027 (HHSC Contract No. HHS001418100001)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 ratifies the signature of the CEO on the HHSC Contract for Inpatient Competency Restoration (ICR) Program Amendment No. 1 for FY 2026—FY 2027 (HHSC Contract No. HHS001418100001).

**DONE IN OPEN MEETING** this the 10th day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM# 18: Resolution 468-2025 Ratify HHSC Inpatient Capacity Restoration (ICR) Program Amendment No. 1 for FY2026-FY2027. (HHSC Contract No. HHS001418100001)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Contract for Inpatient Capacity Restoration (ICR) Program Amendment No. 1 for FY2026 – FY2027. (HHSC Contract No. HHS001418100001)

#### **Background:**

**This Amendment No. 1 makes the total not-to-exceed amount of the original contract \$58,586,880.00. No matching funds are required.**

The purpose of this Contract is for the funding of competency restoration beds providing forensic inpatient psychiatric hospital services as specified in **Section 3.2** of the Contract for patients initially committed to an HHSC-operated mental health facility under the Texas Code of Criminal Procedure (“CCP”) Article 46B.073 and who HHSC determines may be served in a non-maximum-security unit facility. This Contract only provides funding for administrative and operational costs associated with the provision of the funded competency restoration beds.

#### **Financial Information:**

The total amount of this Grant Agreement for the life of the contract is not to exceed **\$58,586,880**.

The total budgeted amount for FY2026 and FY2027 is \$14,646,720, each. The funds will be disbursed in the amount of \$3,661,680 after each quarter (September, December, March, June).

The Grantee is not required to provide any matching funds.

<b><u>FISCAL YEAR</u></b>	<b><u>HHSC SHARE</u></b>	<b><u>MATCH</u></b>	<b><u>TOTAL</u></b>
FY24	\$14,646,720.00	\$0	\$14,646,720.00
FY25	\$14,646,720.00	\$0	\$14,646,720.00
FY26	\$14,646,720.00	\$0	\$14,646,720.00
FY26	\$14,646,720.00	\$0	\$14,646,720.00
<b>TOTAL CV:</b>	<b>\$58,586,880</b>	<b>\$0</b>	<b>\$58,586,880</b>

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



**Attachments:** 18. MH\_ICR HHS001418100001 Amendment No.1 FY26-FY27 ~ 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

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS001418100001  
AMENDMENT NO. 1**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“System Agency” or “HHSC”) and the **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“Local Government” or “Contractor”), collectively referred to as the “Parties” to that certain contract for forensic inpatient psychiatric hospital services effective March 26, 2024, and denominated HHSC Contract No. HHS001418100001 (the “Contract”), now desire to amend the Contract.

**WHEREAS**, the Parties desire to renew the Contract for State Fiscal Year 2026 (“FY 2026”) and State Fiscal Year 2027 (“FY 2027”) and add funds to pay for services during the renewal period;

**WHEREAS**, the Parties desire to update the scope of services, payment processes, invoice submission requirements, and contract affirmations; and

**WHEREAS**, the Parties desire to revise and add certain Contract exhibits.

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

1. **SECTION III, CONTRACT PERIOD AND RENEWAL**, of the Contract is revised to reflect a new termination date of August 31, 2027, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract.
2. **SECTION V, CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, of the Contract is amended by adding \$14,646,720.00 for FY 2026 and \$14,646,720.00 for FY 2027. The new Contract not-to-exceed amount is increased to \$58,586,880.00, unless further amended.
3. **ATTACHMENT A, STATEMENT OF SERVICES TO BE PROVIDED**, of the Contract is supplemented with the addition of **ATTACHMENT A, STATEMENT OF SERVICES TO BE PROVIDED – REVISION A-1**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
4. **ATTACHMENT B, PAYMENT FOR SERVICES PROVIDED**, of the Contract is supplemented with the addition of **ATTACHMENT B, PAYMENT FOR SERVICES PROVIDED – REVISION A-1**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
5. **ATTACHMENT B-1, HHSC INVOICE SUBMISSION REQUIREMENTS**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B-1, HHSC INVOICE SUBMISSION REQUIREMENTS - REVISION A-1**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
6. **ATTACHMENT D, HHS CONTRACT AFFIRMATIONS v 2.3, AUGUST 2023**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT D, HHSC CONTRACT AFFIRMATIONS v. 2.6, JULY 2025**.


7. **EXHIBIT 1, FORENSIC ADMISSION REFERRAL AND COORDINATION PROCESS**, of the Contract is deleted in its entirety and replaced with **EXHIBIT 1, FORENSIC ADMISSION REFERRAL AND COORDINATION PROCESS**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
8. **EXHIBIT 2, NOTIFICATION AND TRANSFER FOR FORENSIC PATIENTS**, of the Contract is deleted in its entirety and replaced with **EXHIBIT 2, NOTIFICATION AND TRANSFER FOR FORENSIC PATIENTS**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
9. **EXHIBIT 3, UNUSUAL INCIDENT OUTCOME NOTIFICATION SUMMARY FORM**, of the Contract is deleted in its entirety and replaced by **EXHIBIT 3, INCIDENT NOTIFICATION FORM**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
10. **EXHIBIT 3-1, INCIDENT NOTIFICATION AND REPORTING REQUIREMENTS**, is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
11. **EXHIBIT 3-2, TEXAS NOTIFIABLE CONDITIONS**, is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
12. **EXHIBIT 6, QUARTERLY FINANCIAL REPORT**, of the Contract is deleted in its entirety and replaced by **EXHIBIT 6, BUDGET SUMMARY**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
13. **EXHIBIT 7, QUARTERLY FINANCIAL REPORT**, is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
14. **EXHIBIT 8, PATIENT GRIEVANCE REPORT**, is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
15. **EXHIBIT 9, PATIENT OCCUPANCY REPORT**, is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
16. **EXHIBIT 10, COST PRINCIPLES**, is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
17. **EXHIBIT 11, QUARTERLY PERFORMANCE INDICATOR REPORT**, is added to the Contract and is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
18. This Amendment No. 1 shall be effective as of the date last signed below.
19. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
20. Any further revisions to the Contract shall be by written agreement of the Parties.

21. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**


**SIGNATURE PAGE FOR AMENDMENT No. 1  
HHSC CONTRACT No. HHS001418100001**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

By:   
Name: Cecile Young  
Title: Executive Commissioner

Date of Signature: August 23, 2025

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

By:   
Name: Carol Lucky  
Title: CEO

Date of Signature: August 22, 2025

**THE FOLLOWING ATTACHMENTS ARE ATTACHED TO THIS AMENDMENT AND INCORPORATED AND MADE PART OF THE CONTRACT FOR ALL PURPOSES:**

<b>ATTACHMENT A</b>	<b>STATEMENT OF SERVICES TO BE PROVIDED – REVISION A-1</b>
<b>ATTACHMENT B</b>	<b>PAYMENT FOR SERVICES PROVIDED – REVISION A-1</b>
<b>ATTACHMENT B-1</b>	<b>HHSC INVOICE SUBMISSION REQUIREMENTS - REVISION A-1</b>
<b>ATTACHMENT D</b>	<b>HHSC CONTRACT AFFIRMATIONS V. 2.6, JULY 2025</b>

**THE FOLLOWING EXHIBITS ARE ATTACHED TO THIS AMENDMENT AND INCORPORATED AND MADE PART OF THE CONTRACT FOR ALL PURPOSES:**

<b>EXHIBIT 1</b>	<b>FORENSIC ADMISSION REFERRAL AND COORDINATION PROCESS</b>
<b>EXHIBIT 2</b>	<b>NOTIFICATION AND TRANSFER FOR FORENSIC PATIENTS</b>
<b>EXHIBIT 3</b>	<b>INCIDENT NOTIFICATION FORM</b>
<b>EXHIBIT 3-1</b>	<b>INCIDENT NOTIFICATION AND REPORTING REQUIREMENTS</b>
<b>EXHIBIT 3-2</b>	<b>TEXAS NOTIFIABLE CONDITIONS</b>
<b>EXHIBIT 6</b>	<b>BUDGET SUMMARY</b>
<b>EXHIBIT 7</b>	<b>QUARTERLY FINANCIAL REPORT</b>
<b>EXHIBIT 8</b>	<b>PATIENT GRIEVANCE REPORT</b>
<b>EXHIBIT 9</b>	<b>PATIENT OCCUPANCY REPORT</b>
<b>EXHIBIT 10</b>	<b>COST PRINCIPLES</b>
<b>EXHIBIT 11</b>	<b>QUARTERLY PERFORMANCE INDICATOR REPORT</b>

**ATTACHMENT A**  
**STATEMENT OF SERVICES TO BE PROVIDED**  
**REVISION A-1**

**1. PURPOSE**

The purpose of this Contract is for the funding of competency restoration beds providing forensic inpatient psychiatric hospital services as specified in **Section 3.2** of this Attachment for patients initially committed to an HHSC-operated mental health facility under the Texas Code of Criminal Procedure (“CCP”) Article 46B.073 and who HHSC determines may be served in a non-maximum-security unit facility. This Contract only provides funding for administrative and operational costs associated with the provision of the funded competency restoration beds.

**2. BACKGROUND**

Texas Health and Human Services Commission (“HHSC”) is responsible for overseeing and coordinating the planning and delivery of health and human services programs throughout the State of Texas. As part of its responsibilities, HHSC currently owns and operates state hospitals (“Texas State Hospitals” or “State Hospitals”) across the State of Texas that provide inpatient psychiatric care.

This Contract for competency restoration beds will support the growing need for inpatient forensic services in the State of Texas.

**3. CONTRACTOR’S RESPONSIBILITIES**

**3.1. GENERAL**

Contractor must meet and/or ensure compliance with all Contractor or Hospital duties, obligations, and requirements under this Contract.

- 3.1.1.** Contractor shall submit a plan to HHSC stating a date the Hospital, as defined in Section 3.1.3., will begin accepting patients (“Operations Start Date”) and how Contractor will increase the census to achieve the full contracted capacity. The plan must be approved in writing by the HHSC Associate Commissioner for State Hospitals. Beds that are scheduled to be opened in any given month must be fully operational by the last day of the month.
- 3.1.2.** Contractor must accept referrals for eligible patients on the designated Texas State Hospital Clearinghouse waitlists who are ordered for inpatient competency restoration services under CCP Article 46B.073 by courts in Dallas, Collin, and Denton Counties, as set forth in **Exhibit 1** to the Contract, with a maximum of **48** competency restoration beds. Notwithstanding anything to the contrary within this Contract, upon Contractor’s written request and detailed explanation that supports the need for adjustments to the /or allocated number of beds, HHSC, in its sole discretion, may approve adjustments to the capacity and/or the designated number of competency restoration beds. Contractor must seek and

obtain this written approval from HHSC prior to making any adjustments to the number of beds. A request for an adjustment for capacity under this Subsection may only be for non-emergent reasons.

- 3.1.3.** Contractor must ensure that the services provided by this Contract are provided by an entity licensed in Texas to perform as a general hospital or special hospital (“Hospital”) that (i) maintains 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 Contract, and (ii) maintains compliance with all standards established by the TJC or other accrediting body. Contractor shall ensure services provided by a subcontractor include this Contract as an attachment and obtain written approval from HHSC prior to entering into any subcontract per **Attachment C, Health and Human Services (HHS) Uniform Terms and Conditions – Governmental Entity**.
- 3.1.4.** Contractor must ensure compliance with all applicable federal and state laws, rules, regulations, standards, guidelines, and policies in effect throughout the Contract term and as amended relating to the competency restoration beds, including, but not limited to, the Emergency Medical Treatment and Labor Act of 1986, Texas Health and Safety Code Chapters 571 through 577, Texas Code of Criminal Procedure Chapter 46B, Texas Administrative Code, Title 25, Part 1, Chapter 133, and Texas Administrative Code, Title 26, Part 1, Chapters 301, 306, 307, 320, 510, 568 and 711.
- 3.1.5.** Contractor must ensure detailed financial records are kept throughout the life of this Contract that account for all expenditures of funding allocated by HHSC to the Contractor, including, but not limited to, all detailed expenditures related to competency restoration beds.
- 3.1.6.** Contractor shall provide HHSC with a subcontractor monitoring policy per HHSC **UTC Section 7.3** and **Section 9.8**. Contractor must conduct fiscal monitoring annually on a subcontractor hospital and provide HHSC a copy of monitoring reports to [SH\\_Contracted\\_Hospital\\_Reports@hhs.texas.gov](mailto:SH_Contracted_Hospital_Reports@hhs.texas.gov) upon completion.
- 3.1.7.** Contractor shall ensure that funding allocated by HHSC for the competency restoration beds, after any available third-party insurance, indigent care programs, or other local medical care programs, covers the costs for routine and preventive medical and dental services and treatment, including the cost of psychiatric and physician services and discharge medications, incurred by or on behalf of patients in a competency restoration bed (“Hospital Services”). The Parties acknowledge and stipulate that no additional HHSC funds will be made available for Hospital Services under this Contract except as stated in **Section V. Contract Amount and Payment for Services** of the Contract Signature Document.
- 3.1.8.** It is the expectation of the parties that usual routine and preventive medical and dental care will be provided by the Hospital.

- a. Usual routine and preventative care is defined as the diagnosis and treatment of acute and chronic medical problems and medically warranted screening and preventative care that is typically provided on an outpatient basis by a primary care provider (“Routine Care”). There may be some instances when as medically appropriate, the Hospital will coordinate the transport of a patient to an outpatient setting for Routine Care and will follow the standard of care when accompanying said patient until patient returns to the Hospital.
- b. Extraordinary Care: The Parties recognize that there are circumstances that may require additional outpatient or inpatient services not available in the Hospital to the patient that are not considered Routine Care (“Extraordinary Care”). In such cases, there may be a need to transfer the patient to an external outpatient or inpatient setting. Extraordinary Care would include, but is not limited to, a situation that requires a patient to be admitted to a medical/surgical facility for over 72 hours. For example, in an outpatient setting, Extraordinary Care may include outpatient procedures such as cancer treatment in an outpatient setting involving chemotherapy, radiation therapy or surgery while in an inpatient setting. Contractor shall contact HHSC for prior approval of the Extraordinary Care treatment. Costs and reimbursement of payment shall be made to Contractor by HHSC if the medical care and treatment is, in the sole opinion of HHSC, medically necessary and complies with the requirements of Health and Safety Code Chapters 552 and 576, and if the patient is not covered by a third-party resource. However, the Parties agree that in the event of a medical emergency, as that term is generally understood in the hospital industry, prior authorization is not required. If HHSC agrees that a patient requires Extraordinary Care and issues prior approval, the Texas State Hospitals will assume the financial responsibility of the care the patient requires only after all applicable third-party payments or financial assistance have been applied and after the patient has been admitted to the medical/surgical facility for over 72 hours. Prior to submitting an invoice to HHSC, the Hospital will provide the accepting facility with pertinent patient information to include any applicable third-party payor information. The Hospital is responsible for negotiating discounted payment terms with the accepting facility. In the event services provided to any HHSC patient are payable by a third-party payor other than HHSC, the Hospital shall obtain reimbursement from applicable payors. If needed, the patient may be transferred to a State Hospital bed when no longer requiring medical/surgical inpatient level of care. However, if the precipitating medical condition necessitating medical/surgical hospitalization is resolved, it may be appropriate to return to the contracted bed at the Hospital. Such instances will be evaluated on a case-by-case basis. Other situations, such as potential costs of cancer treatment that does not necessarily require medical/surgical hospitalization, will be evaluated on a case-by-case basis. In the event a patient requires care in a medical/surgical hospital setting longer than 72 hours, the Contractor shall contact HHSC for possible transfer options. The Hospital is expected to keep patients on their census until an effective transfer has taken place.
- c. Prior to submitting an invoice to HHSC for extraordinary medical and dental care, Contractor must ensure an attempt to collect in full any payments due by any third-

party payor other than HHSC as authorized by state and federal laws and regulations. In the event services provided to any client referred by HHSC are payable by a third-party payor other than HHSC, Contractor will furnish HHSC with all information necessary to determine whether HHSC will be the primary or secondary payor of such services. In all cases, Contractor agrees the HHSC will be the payor of last resort.

- 3.1.9.** Contractor must ensure entry into Client Assignment and Registration System (“CARE”) or other data entry systems as designated by HHSC to include the Clinical Management for Behavioral Health Services (“CMBHS”) system for assignments, including discharges, for patients served in the competency restoration beds.
- 3.1.10.** Contractor must develop and use local reporting unit(s) for the Inpatient Competency Restoration Program (“ICRP”) outlined in **Section 3.2 of this Attachment** that will provide an assigned location for all patients served in the competency restoration beds.
- 3.1.11.** Contractor must: (i) develop written policies and procedures by which Contractor will manage the admission, service delivery, continuity of care, and discharge requirements outlined in **Section 3.3** of this Attachment to the Contract; (ii) coordinate with local mental health authorities (“LMHAs”)/local behavioral health authorities (“LBHAs”) or local intellectual and developmental disability authorities (“LIDDAs”), courts, county jails, or other parties involved with the patient’s care; and (iii) report to HHSC in accordance with the terms and conditions of this Contract. At any time, HHSC may request copies of these records for review.
- 3.1.12.** Contractor shall provide lead and back up contacts for administrative and program inquiries. Contractor agrees to respond to or acknowledge emails or phone calls within one business day.
- 3.1.13.** Contractor must designate Hospital primary and secondary points-of-contact, as well as emergency contacts, all of whom will be responsible for communication, correspondence, responding, and reporting to HHSC during and after business hours regarding operation of the competency restoration beds. These Hospital points-of-contact shall respond to emergency capacity management inquiries initiated by HHSC within a reasonable amount of time not to exceed four (4) hours. HHSC will endeavor to contact non-primary points of contact only in an emergency. Communication with points-of-contact is not intended to limit conversations between medical leadership, clinical teams, and HHSC central office admission management staff with like Contractor or Hospital personnel.
- 3.1.14.** Contractor shall ensure the Hospital promotes and protects Hospital patient rights, patient feedback and patient satisfaction as measures of Hospital service quality for patients served in competency restoration beds. To support this function, Contractor shall ensure the Hospital has a process by which it receives, investigates, collects, and reviews data. Contractor must report quarterly to HHSC on patient, family, or other complaints related to the rights of Hospital patients served in competency restoration beds. The quarters shall be based upon the Texas state fiscal year.

- 3.1.15.** Contractor will maintain documentation for any contracts that provide third-party services or resources in providing inpatient psychiatric forensic services outlined in **Section 3.2** of this Attachment.

### **3.2. INPATIENT PSYCHIATRIC FORENSIC SERVICES**

For purposes of this Attachment and as defined in CCP Art. 46B.001(3), “competency restoration” means the treatment or education process for restoring a person's ability to consult with the person's attorney with a reasonable degree of rational understanding, including a rational and factual understanding of the court proceedings and charges against the person.

- 3.2.1.** As required by the CCP, Contractor must comply with the following requirements for competency restoration services at Inpatient Mental Health Facilities:

- a. Develop an individual treatment plan for individuals committed to the facility for competency restoration;
- b. Assess whether competency is attainable in the foreseeable future;
- c. Report to the court and to the LMHA or LIDDA as required under CCP Articles 46B.077, 46B.079 and 46B.083; and
- d. Provide competency restoration education services or information that include:
  - i. Definitions of important persons in the courtroom and important legal terms;
  - ii. Instructions on how to behave in the courtroom and effectively collaborate with counsel;
  - iii. Information about court-ordered medications and rights as a forensic patient; and
  - iv. An explanation of patient’s criminal charges, the adversarial nature of criminal proceedings, and potential consequences.

- 3.2.2.** Contractor must develop and implement an Inpatient Competency Restoration Program (“ICRP”). As part of the ICRP, Contractor must:

- a. Accept eligible patients as set forth in **Section 3.5** of this Attachment to the Contract and implement an ICRP for those individuals;
- b. Maintain operation of the number of competency restoration beds for the ICRP, as set forth in **Subsection 3.1.2** of this Attachment to the Contract;
- c. In collaboration with the Texas State Hospitals Admissions Management Team as guided by the **Forensic Admission Referral and Coordination, Exhibit 1**, accept all referrals that meet the **Appropriate Use Criteria, Exhibit 4**, from the Texas State Hospitals Clearinghouse Lists;
- d. Provide clinically appropriate and effective competency restoration services

and treatment in accordance with professional practices and conditional release/discharge planning for those patients adjudicated incompetent to stand trial pursuant to Texas Code of Criminal Procedure, Chapter 46B;

- e. Regularly assess and reassess patients for restoration of competency as guided by the Texas Code of Criminal Procedure, Chapter 46B and competency restoration best practices;
- f. Provide timely reports to the courts and to each patient's assigned local mental health authority regarding the patient's progress toward achieving competency to stand trial, including recommendations for mental health treatment, pursuant to Texas Code of Criminal Procedure Articles 46B.1055, 46B.108, 46B.109, as applicable;
- g. If Contractor suspects a patient has an intellectual and developmental disability, Contractor shall notify the Texas State Hospitals Chief of Forensic Medicine by emailing the Texas State Hospitals forensic admissions mailbox at [forensicadmissions@hhsc.state.tx.us](mailto:forensicadmissions@hhsc.state.tx.us), unless instructed otherwise in this Contract or in writing by an authorized HHSC representative;
- h. If the patient's initial commitment under CCP Article 46B.073, inclusive of the statutorily allowed 60-day extension under CCP Article 46B.080, is approaching expiration and the patient meets civil commitment criteria, the Contractor must complete the necessary Certificates of Medical Examination ("CME"), for the patient. If a CCP Article 46B.102 commitment order or a Health and Safety Code Chapter 574 civil commitment order for inpatient mental health services is issued, the Contractor or subcontractor must continue serving that patient with no disruption in care until the patient can be transferred to a Texas State Hospital for additional treatment in accordance with the process outlined in the **Notification and Transfer of Forensic Patients Requiring Extended Mental Health Treatment, Exhibit 2** to this Contract;
- i. If the individual's initial commitment (through court order) is approaching expiration and the Hospital determines, through clinical assessment and observation that the individual is not likely to be restored to competency, the Contractor will ensure the Hospital contacts the Texas State Hospitals forensic admissions mailbox at [forensicadmissions@hhsc.state.tx.us](mailto:forensicadmissions@hhsc.state.tx.us), unless instructed otherwise in this Contract or in writing by an authorized HHSC representative, to arrange the next course of treatment for the individual, prior to discharging the individual back to court, including, but not limited to, a formal competency evaluation report stating the opinion of non-restorability;
- j. Collaborate with committing courts and other appropriate entities within the judicial or mental health systems as permitted by law or requested by the court pursuant to HIPAA regulations at 45 CFR Part 164 and substance use records regulations at 42 CFR Part 2, and Health and Safety Code Chapter 611 and Section 614.017; and
- k. HHSC requires 95% average occupancy. Contractor shall use reasonable

efforts, customary with generally accepted hospital industry standards, to provide forensic inpatient psychiatric hospital services to maintain an average daily census that is 95% of the competency restoration bed capacity. Average occupancy is calculated by dividing the total patient days used by the total bed days available for the month.

### **3.3. ADMISSION, CONTINUITY OF CARE, AND DISCHARGE REQUIREMENTS**

**3.3.1.** Contractor must provide patients with a full array of services that comply with the following principles for treatment, including treatment that:

- a. Applies the Appropriate-Use and Medical Clearance criteria as outlined in the **Appropriate Use Criteria**, attached hereto as **Exhibit 4** to this Contract;
- b. Is effective, responsive, individualized, goal-directed, culturally competent, least restrictive, and uses evidence-based treatment;
- c. Is provided through the development and implementation of a comprehensive treatment plan by an interdisciplinary team and corresponding intervention(s) including, but not limited to:
  - i. A reasonable and appropriate discharge plan that is developed by Contractor and the relevant LMHA/LBHA, LIDDA, courts, and/or the patient's legal authorized representatives; and
  - ii. Communication that will facilitate the exchange of information between Contractor and the LMHA/LBHA, LIDDA, court, or other parties necessary to accomplish common admission, transfer, and discharge activities;
- d. Promotes recovery, independence, and self-sufficiency;
- e. Upholds HIPAA privacy rules at 45 CFR Part 164 and substance use records regulations at 42 CFR Part 2;
- f. Protects comprehensive patient rights consistent with state and federal regulations and TJC requirements;
- g. Incorporates a behavior management program as appropriate; and
- h. Provides telehealth and telemedicine in accordance with **Section 3.4** of this Attachment to the Contract, if necessary.

**3.3.2.** Contractor must demonstrate efforts to reduce restraint and seclusion as required by 26 TAC, Chapter 320, Subchapter C 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. Provide comfort and sensory rooms and other meaningful clinical interventions that assist people in emotional self-management.

**3.3.3.** Contractor must comply with the following standards regarding admission, continuity of care, and discharge:

- a. Provide continuity of care to individuals entering and completing the program as outlined in Texas Administrative Code, Title 26, Part 1, Chapter 306, Subchapter D;
- b. For admissions to competency restoration beds, Contractor must coordinate with the Texas State Hospitals Admissions Management Team for receiving information about persons on the Texas State Hospital waiting list and coordination for admission as outlined in the **Forensic Admission Referral and Coordination Process**, attached as **Exhibit 1** to this Contract.
- c. Contractor must ensure that when the Hospital admits a patient, a physician must issue and sign a written order admitting the patient;
- d. Contractor must ensure that the Hospital conducts an intake process as soon as possible, but not later than 24 hours after the patient is admitted. The intake process shall include:
  - i. Obtaining relevant information about the patient, including information about finances, third-party coverage or insurance benefits, and advance directives; and
  - ii. Explaining, orally and in writing, to the patient his or her rights described in the Texas Administrative Code, Title 26, Part 1, Chapter 320, Subchapter A (concerning Rights of Individuals receiving Mental Health Services), including:
    - (1) The Hospital's services and treatment as they relate to the patient; and
    - (2) The existence, purpose, telephone number, and address of Disability Rights Texas (protection and advocacy system) at the time of admission and discharge as required by Texas Health and Safety Code Section 576.008;
- e. Contractor must ensure that when the Hospital admits a patient, the Hospital must promptly, but no later than 24 hours after admission, notify the designated LMHA, LBHA, or LIDDA of the admission and the patient's admission status;
- f. Contractor must ensure that upon admission of a patient to the Hospital, the Hospital must begin discharge planning for the patient;
- g. As required by 26 TAC, Chapter 306, Subchapter D, Division 5, discharge planning must involve: the patient, Hospital treatment team, LMHA/LBHA, and LIDDA as appropriate, court personnel, and the patient's attorney (if represented) as necessary, and any other service providers, parties, or agencies as appropriate. Involvement in discharge planning may be held via teleconference or videoconference. The Hospital is responsible for notifying individuals involved in discharge planning of scheduled treatment team meetings and case reviews;
- h. Discharge planning must include, at a minimum, the following activities:
  - i. Identifying and recommending clinical services and supports needed by the patient after discharge or transfer;
  - ii. Counseling the patient and the patient's LAR (legally authorized representative), if applicable, to prepare them for care after discharge or transfer;
  - iii. Preparing a continuing care plan by the patient's treating physician, unless the physician believes the patient does not require continuing care. The treating physician must document in the patient record the reasons why continuing care is not required. The continuing care plan must include:
    - (1) A description of recommended services and supports the patient may receive after discharge or transfer;
    - (2) A description of problems identified at discharge or transfer, which may include any issues that disrupt the patient's stability;
    - (3) The patient's goals, interventions, and objectives as stated in the patient's

- treatment plan in the Hospital;
- (4) Comments or additional information;
- (5) A final diagnosis based on the current edition of the Diagnostic Statistical Manual of Mental Disorders (“DSM”) published by the American Psychiatric Association; and
- (6) The provider(s) to whom the patient will be referred to for any services or supports after discharge or transfer;
- (7) Make reasonable efforts to coordinate with the designated LMHA, LBHA, or LIDDA to provide discharge planning for persons who have an unexpected departure, which shall include discharge due to:
  - a. A patient's unauthorized departure;
  - b. Criminal charges being dropped, or court otherwise releasing the patient; or
  - c. The execution of an arrest warrant for the patient;
- iv. Development of a transportation plan in conjunction with the committing county or the LMHA/LBHA or LIDDA as needed; and
- v. Provision of no less than 7 days, but no more than 14 days of medications provided upon discharge or transfer, depending on the needs of the local county jail, for each medication the patient will need after discharge or transfer.

**3.3.4. Contractor will be responsible for providing and paying for:**

- a. The number of days of medication needed after discharge or transfer, as referenced in 3.3.3 (g)(v), until the patient is evaluated by a physician at another facility or in the community; and
- b. Transportation services if the discharge transportation plan designates Contractor as the entity that will provide transportation services at discharge. In the event the committing county is no longer responsible for transportation due to changes in an individual’s commitment status, the Contractor will establish an effective and safe transportation plan.

**3.3.5. Contractor must develop a disaster services plan for when the Hospital is unable to fully operate or cannot operate at all due to hurricane damage or other disasters and must report the quarterly expenditures to HHSC for each applicable service provided under the disaster services plan. During periods of hurricanes or other disaster beyond Contractor’s control, with approval from HHSC, Contractor may utilize funding allocated by HHSC to the Hospital to purchase the following:**

- a. Crisis respite beds;
- b. Adult psychiatric inpatient beds;
- c. Psychiatric assessment and coordination; and
- d. Patient transports.

If the ICRP is not fully operational due to hurricane damage or other disasters, with HHSC approval, Contractor may utilize funding allocated by HHSC to the Contractor for the operations of the Hospital during the time the Hospital is not fully operational to purchase alternate inpatient beds meeting standards for this committed population.

**3.4. TELEHEALTH AND TELEMEDICINE MEDICAL SERVICES**

**3.4.1.** Contractor may use telehealth services (“a health service, other than a telemedicine medical service or teledentistry dental service, delivered by a health professional licensed, certified, or otherwise entitled to practice in this state [State of Texas] and acting within the scope of the health professional’s license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology,”) and telemedicine medical services (“a health care service delivered by a physician licensed in this state [State of Texas], or a health professional acting under the delegation and supervision of a physician licensed in this state [State of Texas], and acting within the scope of the physician’s or health professional’s license to a patient at a different physical location than the physician or health professional using telecommunications or information technology”) pursuant to Texas Occupations Code Chapter 111, and other applicable state and federal laws regarding payment sources, including Texas Government Code Chapter 531 regarding Medicaid reimbursement.

**3.4.2.** Contractor in providing telehealth and telemedicine services must comply with all of the following:

- a. Patient, or a legally authorized representative of the patient, must give written consent that they agree to receive telehealth and telemedicine services;
- b. Telehealth and telemedicine services must comply with all Texas Medicaid requirements for the provision of telemedicine and telehealth services, as well as the licensure/practice act requirements for each physician or health professional; and
- c. Technology used to provide telemedicine and telehealth services must be compliant with HIPAA and FERPA, as may be applicable to the patient.

### **3.5. ELIGIBLE POPULATION**

**3.5.1.** Individuals that are the age of 18 years or older and initially committed to an HHSC-operated mental health facility under Texas Code of Criminal Procedure Article 46B.073 and who HHSC determines may be served in a non-maximum-security unit.

### **3.6. SERVICE DELIVERY AREA**

The patients served by Contractor will be court-ordered to inpatient competency restoration services from Dallas, Collin, and Denton counties in Texas and admissions will be determined by who the next person is on the designated Texas State Hospital Clearinghouse waitlists, at the sole discretion of HHSC.

### **3.7. REPORTING REQUIREMENTS**

**3.7.1.** Contractor must ensure all reports, documentation, and other information required to be submitted by Contractor to HHSC under this Contract are submitted via email to [sh\\_contracted\\_hospital\\_reports@hhs.texas.gov](mailto:sh_contracted_hospital_reports@hhs.texas.gov) with a copy of any correspondence to the HHSC designated Representative, unless instructed otherwise in this Contract or in writing by an authorized HHSC representative.

- 3.7.2.** Contractor must report the daily census of the competency restoration beds using a Contractor-developed and HHSC-approved report, in a format approved by HHSC, or by submitting the **Daily Census Report**, attached hereto as **Exhibit 5** to this Contract, **no later than 8:00 AM Central Time daily** via email to [DailyCensusReports@hhs.texas.gov](mailto:DailyCensusReports@hhs.texas.gov) and [sh\\_contracted\\_hospital\\_reports@hhs.texas.gov](mailto:sh_contracted_hospital_reports@hhs.texas.gov). The daily census captures the census as of 12:00 a.m. Reports due on official holidays, Saturdays, or Sundays may be submitted on the next business day.
- 3.7.3.** Contractor shall report to the Texas State Hospitals within two (2) business days of the incident or initial disposition, via email to [sh\\_contracted\\_hospital\\_reports@hhs.texas.gov](mailto:sh_contracted_hospital_reports@hhs.texas.gov), the following incidents:
- a. Severe weather resulting in damage to person or property;
  - b. Fire resulting in destruction of property;
  - c. Computer, power, and telephone outages that affect Hospital operations or communications from or to the Hospital;
  - d. Cyber ransomware attacks;
  - e. Accidents on Hospital grounds resulting in serious injury or loss of property;
  - f. Unannounced visits by TJC, HHS Centers for Medicare & Medicaid Services, HHSC Regulatory, the Texas State Auditor's Office, or other federal or state regulatory or oversight entities;
  - g. Infectious Diseases, other than COVID-19, that affect Hospital operations or census. Patients testing positive or are symptomatic for COVID-19 must be reported to HHSC on the daily census sheet; and
  - h. Any other incident that is likely to be a legal liability to the Hospital, Contractor, or HHSC or create media attention.
- 3.7.4.** Contractor shall report all allegations of abuse, neglect, or exploitation (ANE) of a patient, who was, at the time of the alleged ANE, receiving services through this Contract with HHSC, within one (1) hour of discovery to the Texas Abuse Hotline by calling (800) 252-5400 or reporting online at <https://www.txabusehotline.org>, and shall follow all requirements related to the reporting and investigation of ANE in accordance with Texas Human Resources Code Chapter 48 and all other applicable state and federal laws. HHSC shall ensure allegations of ANE are investigated thoroughly and shall determine whether the allegation is confirmed or unconfirmed. HHSC shall notify Contractor of the outcome of the investigation. Contractor shall keep a record of all allegations and the disposition of the investigation onsite. At any time, HHSC, including the HHSC Office of Inspector General (“OIG”), may request access to these records for review. If cases where an allegation may have resulted in a crime being committed, North Texas Behavioral Health Authority (NTBHA) shall refer it to the Dallas County Sheriff’s Department (“DCSD”).

Contractor must also notify HHSC, within one (1) hour of discovery via email, to [sh\\_contracted\\_hospital\\_reports@hhs.texas.gov](mailto:sh_contracted_hospital_reports@hhs.texas.gov) all reports of death, abuse, neglect, exploitation, illegal, unethical, or unprofessional conduct, or other unusual incidents impacting patients in contracted beds and report the investigation disposition of each incident using the **Incident Notification Form**, attached hereto as **Exhibit 3** to this

Contract. Contractor may obtain supplemental information regarding incident reporting attached hereto as **Exhibit 3.1, Incident Notification and Reporting Requirements** and **Exhibit 3.2, Texas Notifiable Conditions** to this Contract.

- 3.7.5. Contractor must track and address patient complaints and grievances in Texas State Hospitals contracted beds and provide HHSC with a quarterly summary report of patient grievances, findings, and resolution status using the **Patient Grievance Report**, attached hereto as **Exhibit 8** to this Contract.
- 3.7.6. Contractor, within the established deadlines, must submit a quarterly **Performance Indicator Report** attached hereto as **Exhibit 11** to this Contract. The quarters shall be based upon the Texas state fiscal year.
- 3.7.7. Within 30 days after the close of the state fiscal year quarter, Contractor must submit to HHSC a quarterly **Patient Occupancy Report**, attached hereto as **Exhibit 9**, indicating the total number of individuals admitted to forensic beds during the previous fiscal quarter. HHSC will monitor attainment toward annual occupancy performance each quarter. HHSC may, in its sole discretion, grant exceptions from expected attainment on a case-by-case basis for good cause shown. Any deviation of capacity funded under this Contract must be submitted in writing to HHSC prior to implementation of such changes.
- 3.7.8. Contractor must submit an annual **Budget Summary**, attached hereto as **Exhibit 6** to this contract, by October 1 of each state fiscal year.
- 3.7.9. Contractor must submit a **Quarterly Financial Report**, attached hereto as **Exhibit 7** to this Contract, within 30 days of the end of the quarter. The quarters shall be based upon the Texas state fiscal year.
- 3.7.10. Contractor must develop and submit a security plan to HHSC annually at the beginning of the fiscal year that identifies the physical space that will be used to provide inpatient competency restoration services (include a brief description of security features of the physical space and how patients would be able to access outdoor space). Submissions should be sent via email to the following email addresses: [sh\\_contracted\\_hospital\\_reports@hhs.texas.gov](mailto:sh_contracted_hospital_reports@hhs.texas.gov)
- 3.7.11. Unless stated otherwise in the Contract, all quarterly reporting requirements shall be based upon the Texas state fiscal year beginning on September 1.
- 3.7.12. Contractor shall provide all services and deliverables in accordance with Contract requirements.

### **3.8. Personnel Standards and Requirements**

- 3.8.1. Contractor must ensure that the competency restoration beds are served by qualified Hospital personnel, including, but not limited to, physicians and health professionals, in accordance with all TJC, Texas statutory, and Texas administrative rule requirements, and established industry standards for inpatient mental health facilities.
- 3.8.2. Contractor is solely responsible for hiring, directing, supervising, terminating, and compensating personnel, representatives, agents, subcontractors, and third-party service providers performing services under this Contract. Contractor shall have no claim against HHSC for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 3.8.3. Each state fiscal year quarter, Contractor must report on personnel expenses, including those required by Contractor's third-party management and operations agreement, using the **Quarterly Financial Report**, attached hereto as **Exhibit 7**.
- 3.8.4. Contractor must conduct criminal background checks on all Hospital personnel, including, but not limited to, full-time staff, part-time staff, professors, medical fellowships, medical residents, medical students, interns, or volunteers, or any other staff whose primary duty station is at the Hospital. All background checks/clearances must be conducted in accordance with applicable state and federal laws. If the results of any criminal background check show an individual has been convicted of or received deferred adjudication for any of the criminal offenses listed in Texas Health and Safety Code Section 250.006 or other applicable law, that individual will be barred from the Hospital premises, and from participating in any activities or services related to this Contract.
- 3.8.5. Contractor must provide written notification to HHSC of changes in executive leadership to include, but not limited to President, Hospital's executive leadership team, or other distinct Contractor positions of significance to this Contract within 30 days after the change.

### **3.9. MARKETING AND THIRD-PARTY COMMUNICATIONS**

- 3.9.1. Neither Party shall use the other Party's name, logo, or other likeness in any press release, marketing material, website, or other announcement without the other Party's prior written approval. Excluding informational, educational, and marketing materials or activities related to research, provision of services, or staff recruitment activities, Contractor is not authorized to make or participate in any media releases or public announcements pertaining to the Hospital, Hospital operations, or this Contract without HHSC's prior written consent (which shall not be unreasonably withheld or conditioned, or unduly delayed), and then only in accordance with explicit written instruction from HHSC.

### **3.10. Compliance with Laws and Rules**

- 3.10.1. Contractor must comply with the following in accordance with, and as amended:
  - a. The Texas Code of Criminal Procedure, Title 1, Chapter 46B.

- b. The Texas Health and Safety Code, Title 7, Chapter 574.
- c. 26 TAC, Part 1, Chapter 301, Subchapter H, in its entirety.
- d. 26 TAC, Part 1, Chapter 320, Subchapter B, in its entirety.
- e. 26 TAC, Part 1, Chapter 301, Subchapter B, in its entirety.
- f. 25 TAC, Part 1, Chapter 415, Subchapter A, in its entirety.
- g. 26 TAC, Part 1, Chapter 320, Subchapter C, in its entirety.
- h. 25 TAC, Part 1, Chapter 417, Subchapter K, in its entirety.
- i. 26 TAC, Part 1, Chapter 301, Subchapter G, in its entirety.
- j. 26 TAC, Part 1, Chapter 306, Subchapters A and D, in their entirety.
- k. 26 TAC, Part 1, Chapter 930, in its entirety.
- l. 26 TAC, Part 1, Chapter 926, Subchapters A, B and D.
- m. The Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- n. Other applicable federal and state laws, including, but not limited to:
  - 1. 42 CFR, Volume 1, Chapter 1, Subchapter A, Part 2, Subpart D, in its entirety.
  - 2. 42 CFR, Volume 1, Chapter 1, Subchapter A, Part 51, Subpart D, in its entirety.
  - 3. 45 CFR, Volume 1, Chapter 1, Subtitle A, Part 160, in its entirety.
  - 4. 45 CFR, Volume 1, Chapter 1, Subtitle A, Part 164, in its entirety.
  - 5. The Texas Health and Safety Code, Title 2, Subtitle D, Chapter 81, Subchapter F.
  - 6. The Texas Health and Safety Code, Title 2, Subtitle I, Chapters 181, 595, and 611; and §§533.009, 533.035(a), 576.005, 576.0055, 576.007, 595.005(c), and 614.017.
  - 7. The Texas Health and Safety Code, Title 7, Subtitle D, Chapter 595, in its entirety.
  - 8. The Texas Health and Safety Code, Title 7, Subtitle E, Chapter 611, in its entirety.
  - 9. The Texas Government Code, Title 5, Subtitle A, Chapters 552 and 559, and 531.042.
  - 10. The Texas Human Resources Code, Title 2, Subtitle D, Chapter 48, in its entirety.
  - 11. The Texas Occupations Code, Title 3, Subtitle B, Chapter 159, in its entirety; and
  - 12. The Texas Business and Commerce Code, Title 11, Subtitle B, Chapter 521, Subchapter B, Section 521.053.

#### **4. HHSC'S RESPONSIBILITIES**

- 4.1.** HHSC will coordinate a centralized admission referral process for eligible patients to effectively manage the capacity needs of the Texas State Hospitals and "Contracted Hospital," as defined in **Exhibit 1** of this Contract, through the Texas State Hospitals Admissions Management Team.
- 4.2.** HHSC will provide Contractor with information about individuals who have been court-ordered to receive competency restoration services in the Texas State Hospitals from Dallas, Collin, and Denton counties in Texas, and referred from the Texas State Hospital

Clearinghouse waitlists, or as requested by HHSC, as described in **Section 3.6** of this Attachment to the Contract through the Texas State Hospitals Admissions Management Team.

- 4.3. HHSC will review and approve any requests for expedited admissions of individuals on the Texas State Hospitals clearinghouse waitlist through the Texas State Hospitals Associate Commissioner or an authorized designee.
- 4.4. HHSC will provide oversight and coordination for the transfer of patients in the competency restoration beds to another Texas State Hospital who are in need of mental health treatment under Texas Code of Criminal Procedure Article 46B.102 or Health and Safety Code Chapter 574 through the Texas State Hospitals management or an authorized designee(s).
- 4.5. HHSC will evaluate demand and utilization of the competency restoration beds by counties within the designated service delivery area(s) throughout the term of this Contract.
- 4.6. When notified, HHSC will provide the requested number of forensic packets to the Contractor and/or subcontractor within one (1) working day. If HHSC fails to meet this standard and this impacts the Contractor's ability to achieve 95% occupancy that month, the Contractor will not be held accountable for that month.
- 4.7. HHSC will monitor the performance of this Contract. HHSC will conduct monitoring for fiscal, programmatic, and administrative components of the Contract. **Financial Monitoring Cost Principles** apply to the fiscal monitoring portion of the contract, attached hereto as **Exhibit 10 of the Contract**.
- 4.8. In addition to the contract remedies under Attachment C, HHS Uniform Terms and Conditions – Governmental Entity, Version 3.3, Nov 2023, art. VIII, HHS may withhold/offset payments to Contractor for failure to meet contract requirements.

## 5. **JOINT RESPONSIBILITIES**

HHSC and Contractor agree to collaboratively work together to ensure the success of the contractual obligations within this Contract in order to meet the overall safety and well-being of patients served throughout the term of this Contract.

## 6. **PERFORMANCE AND OUTCOME MEASURES**

In accordance with HHSC regulations and policies, all contracts for client or patient services must include clearly defined goals and outcomes that can be measured to determine whether the objectives of the program or services are being achieved. As such, Contractor's performance will be evaluated during the life of this Contract through the monitoring of all contractual obligations and requirements as established under this Contract, including but not limited to, the **Quarterly Financial Report**, attached hereto as **Exhibit 7** to this Contract and the **Quarterly Performance**

**Indicator Report**, pursuant to **Subsection 3.7.6** of this Attachment to the Contract, which will be incorporated into this Contract upon acceptance by HHSC as if originally set forth within.

**ATTACHMENT B****Payment for Services Provided  
Revision A-1****1. BUDGET**

Payment for services rendered will be made in quarterly allocations based on the state fiscal year and on the following schedule, during State Fiscal Years 2024, 2025, 2026 and 2027:

<b>Disbursement Month</b>	<b>FY24</b>
Operations Start Date	\$7,323,360.00
March	\$3,661,680.00
June	\$3,661,680.00
<b>*TOTAL</b>	<b>\$14,646,720.00</b>

<b>Disbursement Month</b>	<b>FY25</b>
September	\$3,661,680.00
December	\$3,661,680.00
March	\$3,661,680.00
June	\$3,661,680.00
<b>*TOTAL</b>	<b>\$14,646,720.00</b>

<b>Disbursement Month</b>	<b>FY26</b>
September	\$3,661,680.00
December	\$3,661,680.00
March	\$3,661,680.00
June	\$3,661,680.00
<b>*TOTAL</b>	<b>\$14,646,720.00</b>

<b>Disbursement Month</b>	<b>FY27</b>
September	\$3,661,680.00
December	\$3,661,680.00
March	\$3,661,680.00
June	\$3,661,680.00
<b>*TOTAL</b>	<b>\$14,646,720.00</b>

*\*Funding adjustments are contractually possible based on census capacity requirements in Attachment A Section 3.2.2 and as stated below in 2. Payment and Invoicing.*

**2. PAYMENT AND INVOICING**

For purposes of this Attachment, quarter means state fiscal year quarter.

Contractor must submit quarterly invoices at the beginning of each quarter, but no later than 30 days after the end of each quarter.

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 469-2025 Ratify HHSC Contract for Community Health Worker (CHWs) Grant Program for FY 2026—FY 2028 (HHSC Contract No. HHS001606300009)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 ratifies the signature of the CEO on the HHSC Contract for Community Health Worker (CHWs) Grant Program for FY 2026—FY 2028 (HHSC Contract No. HHS001606300009).

**DONE IN OPEN MEETING** this the 10th day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM# 19: Resolution 469-2025 Ratify HHSC Contract for Community Health Worker (CHWs) Grant Program for FY 2026 – FY 2028. (HHSC Contract No. HHS001606300009)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Contract for Community Health Worker (CHWs) Grant Program for FY 2026 – FY 2028 (HHSC Contract No. HHS001606300009)

#### **Background:**

**This is a new contract with a total not-to-exceed amount of \$2,192,400.00 for FY 2026 – FY 2028. This includes \$104,400.00 in match.**

The purpose of this Grant Agreement is to provide funding for community health workers (CHWs) to increase linkage and retention in substance use, mental health, and medical services for Texas residents living with substance use disorders (SUD(s)).

#### **Financial Information:**

The total amount of this Grant Agreement for the life of the contract is not to exceed **\$2,192,400.00**.

**The total budgeted amount of this Grant Agreement for each fiscal year is \$730,800.00.**

The Grantee is required to provide \$104,400.00 in matching funds over the life of the contract.

<b><u>FISCAL YEAR</u></b>	<b><u>HHSC SHARE</u></b>	<b><u>MATCH</u></b>	<b><u>TOTAL</u></b>
FY26	\$696,000.00	\$34,800.00	\$730,800.00
FY27	\$696,000.00	\$34,800.00	\$730,800.00
FY28	\$696,000.00	\$34,800.00	\$730,800.00
<b>TOTAL CV:</b>	<b>\$2,088,000</b>	<b>\$104,400</b>	<b>\$2,192,400</b>

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

**Attachments:** 19. SA\_CHW HHS001606300009 (FY26-28)

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



### NTBHA Strategic Visions

**Vision #1 NTBHA 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. HHS001606300009  
COMMUNITY HEALTH WORKER (CHWs)  
GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the **HEALTH AND HUMAN SERVICES COMMISSION** ("System Agency" or “HHSC”), a pass-through entity, and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“Grantee”), having its principal office at 8111 LBJ Fwy, Suite 900, Dallas, Texas, 75251 (each a “Party” and collectively the “Parties”), enter into the following grant contract to provide funding for community health workers (CHWs) to increase linkage and retention in substance use, mental health, and medical services for Texas residents living with substance use disorders (SUD) (the “Contract”).

**I. PURPOSE**

The purpose of this Grant Agreement is to provide funding for community health workers (CHWs) to increase linkage and retention in substance use, mental health, and medical services for Texas residents living with substance use disorders (SUD(s)).

**II. LEGAL AUTHORITY**

This Contract is entered into pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code and Texas Government Code Chapters 531 and 2155, as applicable.

**III. DURATION**

The Grant Agreement is effective on **September 1, 2025**, and terminates on **August 31, 2028**, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. System Agency, at its sole discretion, may extend this Grant Agreement up to two (2) additional years for a maximum term of five (5) years.

**IV. STATEMENT OF WORK**

The Scope of Grant Project to which Grantee is bound is incorporated into and made part of this Grant Agreement for all purposes and included as **Attachment A**.

**V. BUDGET AND INDIRECT COST RATE**

The total amount of this Grant Agreement will not exceed **\$2,192,400.00**.

This includes the System Agency Share of \$2,088,000.00 and Grantee’s required match amount of \$104,400.00.

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

System Agency Grant Agreement, Contract #HHS001606300009  
Page 1 of 5

Total Federal Funds: **\$2,088,000.00**

Total State Funds: **\$0.00**

The State Fiscal Year (FY) allocation is as follows:

<b>FY</b>	<b>System Agency Share</b>	<b>Required Match</b>	<b>Total Contract Value</b>
2026	\$696,000.00	\$34,800.00	\$730,800.00
2027	\$696,000.00	\$34,800.00	\$730,800.00
2028	\$696,000.00	\$34,800.00	\$730,800.00
<b>TOTAL:</b>	<b>\$2,088,000.00</b>	<b>\$104,400.00</b>	<b>\$2,192,400.00</b>

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, FISCAL REQUIREMENTS**.

**Indirect Cost Rate:** The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B-1, APPROVED CATEGORICAL BUDGET** and the De Minimis Acknowledgement is attached to this Contract and incorporated as **ATTACHMENT B-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.

## **VI. REPORTING REQUIREMENTS**

Grantee shall submit all documents identified below, in accordance with **ATTACHMENT A, SCOPE OF GRANT PROJECT**:

- A. CHW Policies and Procedures
- B. Quarterly report
- C. Financial Status Report (FSR)
- D. Invoices in CMBHS
- E. CMBHS Security Attestation Form
- F. Performance Measures
- G. Contract Closeout Documents

## **VII. CONTRACT REPRESENTATIVES**

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

### **System Agency**

System Agency Grant Agreement, Contract #HHS001606300009

Page 2 of 5

Health and Human Services Commission  
P.O. Box 149347  
Austin, TX 78714  
Attention: Marisol McDaniel, Assigned Contract Manager

**Grantee**

North Texas Behavioral Health Authority (NTBHA)  
8111 LBJ Fwy, Suite 900  
Dallas, TX 75251  
Attention: Carol E. Lucky

**VIII. NOTICE REQUIREMENTS**

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.

- A. 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

- B. 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.
- C. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- D. 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.**

**Federal Award Identification Number (FAIN): B08TI08767-01**

- A. Assistance Listings Title, Number, and Dollar Amount:

- Substance Abuse Prevention Treatment (SAPT) – 93.959 – \$81,529,682.00

System Agency Grant Agreement, Contract #HHS001606300009

Page 3 of 5

- B. Federal Award Date: 7/22/2024
- C. Federal Award Period: 10/1/2023 – 9/30/2025
- D. Name of Federal Awarding Agency: Department of Health and Human Services
- E. Federal Award Project Description: Substance Abuse Prevention, Treatment and Recovery Services Block Grant
- F. Awarding Official Contact Information: Linda Fulton, Program Official, Phone: (240) 276-1419, email: wendy.pang@samhsa.hhs.gov
- G. Total Amount of Federal Funds Awarded to System Agency: \$163,037,013.00
- H. Amount of Funds Awarded to Grantee: \$2,088,000.00
- 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>SCOPE OF GRANT PROJECT (SEPTEMBER 2025)</b>
<b>ATTACHMENT A-1</b>	<b>SCOPE OF GRANT PROJECT SUPPLEMENTAL</b>
<b>ATTACHMENT B</b>	<b>FISCAL REQUIREMENTS</b>
<b>ATTACHMENT B-1</b>	<b>APPROVED CATEGORICAL BUDGET</b>
<b>ATTACHMENT B-2</b>	<b>DE MINIMIS ACKNOWLEDGEMENT</b>
<b>ATTACHMENT C</b>	<b>CONTRACT AFFIRMATIONS V. 2.5</b>
<b>ATTACHMENT D</b>	<b>HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.5</b>
<b>ATTACHMENT E</b>	<b>DATA USE AGREEMENT V. 8.5 (INCLUDING ATTACHMENT 2, SPI)</b>
<b>ATTACHMENT F</b>	<b>ADDITIONAL PROVISIONS – GRANT FUNDING, VERSION 1.0</b>
<b>ATTACHMENT G</b>	<b>FEDERAL ASSURANCES AND CERTIFICATIONS</b>
<b>ATTACHMENT H</b>	<b>CERTIFICATION AGAINST LOBBYING</b>
<b>ATTACHMENT I</b>	<b>FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (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.

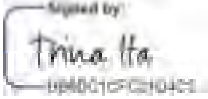
## **SIGNATURE PAGE FOLLOWS**

**System Agency Grant Agreement, Contract #HHS001606300009**

**Page 4 of 5**

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,  
CONTRACT NO. HHS001606300009**


**HEALTH AND HUMAN SERVICES COMMISSION      NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

Signed by:  
  
HHS001606300009

Trina Ita

Deputy Executive Commissioner, BHS

Date of Execution: August 21, 2025

DocuSigned by:  
  
HHS001606300009

Carol E. Lucky

CEO

Date of Execution: August 21, 2025

# ATTACHMENT A

## SCOPE OF GRANT PROJECT

### (SEPTEMBER 2025)

#### I. PURPOSE:

The Substance Use Disorder (SUD) Community Health Worker (CHW) Program (the “Program”) allows CHWs/Promotoras to increase access to (“linkage”) and engagement with (“retention”) of Texas residents who use substances, including those who inject substances. This includes, but is not limited to, adults (Texas residents ages over the age of 18 and older) and youth (any Texas residents between the ages 13 and 17) (“Eligible Population”) regarding substance use, mental health, and medical services for Texas’ Eligible Population living with SUDs.

#### II. GOALS:

- A. Address behavioral health in Program service area.
- B. Increase opportunities for the Eligible Population to reduce harms related to substance use.
- C. Increase retention of the Eligible Population in substance use and mental health services.
- D. Help the Eligible Population address any medical needs resulting from a SUD.
- E. Help the Eligible Population address SUDs and build a foundation for recovery.

#### III. TARGET POPULATION:

- A. Texas residents who use substances, including those who inject substances. This includes, but is not limited to, adults (Texas residents ages 18 and older) and youth (Texas residents between the ages of 13 and 17), in need of medical and or mental health services, experience greater barriers to entering treatment or recovery services for substance use, and/or those seeking to enhance their recovery capital (strengths, resources, assets, etc. that are positive impacts within one’s life) and maintain their recovery from their substance use disorder(s).

#### IV. SERVICE REQUIREMENTS:

- A. Administrative and Organizational Requirements, Grantee shall:

1. Hire and maintain CHW staff according to the chart below, within 60 calendar days of Contract execution and maintain the staff throughout the duration of the Contract.

<b>Budget Amount</b>	\$928,000.00	\$696,000.00	\$464,000.00
<b>Minimum required staff</b>	8	6	4

- a. Grantee must notify System Agency in writing within 10 business days when any staff changes, including separation, occur.
- b. CHWs shall always work in teams of two (2) while in the community.
2. Designate one (1) of the CHWs as the CHW Program Director.
  - a. The CHW Program Director shall:
    - i. Provide oversight authority.
    - ii. Spend, at minimum, fifty percent (50%) of their work time delivering direct

- participant services which meet the performance measures of this Contract.
- iii. Participate on all programmatic conference calls, as scheduled by System Agency.
    - 1) Grantee's executive management and any other staff *may* be included in conference calls, but it is *required* the CHW Program Director attend all conference calls, unless otherwise agreed to in writing by System Agency.
    - 2) If Grantee or CHW Program Director is unavailable for a scheduled conference call, they are to ensure a representative attends and follows up with program specialist as needed.
  3. Provide CHWs with insured vehicle(s) to conduct work activities. Any vehicle purchased, and/or leased, must be approved by System Agency before signing, as a cost analysis report must be submitted to determine if a lease or purchase is the best value.
  4. Provide all services and activities with individuals in a respectful, non-threatening, non-judgmental, and confidential manner.
  5. Ensure Program policies and procedures do not discriminate against any participant, family member, or supportive ally, including people who have returned to use or are currently using substances.
  6. Provide all services in a culturally, linguistically, and developmentally appropriate manner for individuals, families and significant others as evidenced by:
    - a. Creating and distributing pamphlets and other materials for education and health, written in multiple languages to reflect the Eligible Population being served;
    - b. Utilizing interpreters as appropriate; and
    - c. Providing a non-discriminatory and inviting lobby and office environment to welcome the Eligible Population.
  7. Within 60 calendar days of Contract execution upload written Policy and Procedures to CMBHS for System Agency approval, which includes at a minimum:
    - a. Service Delivery Standards including how program will provide service to subpopulations in their community who experience barriers to services and address harms related to substance use;
    - b. Standards of CHWs, including reducing harms related to substances;
    - c. Documentation and reporting requirements, as listed in this Scope of Grant Project;
    - d. Training requirements for all staff on data collection reporting requirements related to Contract Performance Measures, as listed **in Attachment A-1, Statement of Work Supplemental**; and
    - e. This document will cover the entirety of the Contract cycle with any edits to be submitted as needed; and
    - f. This document will be labeled as "CHW Policies and Procedures."
  8. Provide and distribute Opioid Overdose Reversal Kits to:
    - a. Individuals eligible for program services who use opioids (Eligible Population);
      - i. Support systems which may be able to reverse the individual's overdoses; or
      - ii. Eligible individuals who may be in the position to reverse an opioid overdose.
  9. Not distribute to people outside of the Eligible Population without prior written approval from System Agency.
  10. Not place under, restrict access, or put undue burden on CHW staff's ability to distribute lifesaving overdose reversal kits.
  11. Document in a "Monthly Work Log" form provided by System Agency:
    - a. The count of Opioid Reversal kits dispersed and include reports of successful

- reversals in the “Monthly Work Log.”
      - b. Upload this information to System Agency upon request.
    - 12. Provide and distribute health kits to:
      - a. Eligible Population; and
      - b. Ensure health kits are individually packaged for CHWs to distribute.
  - B. Provide unrestricted internet access for CHWs to find resources and educational materials for the Eligible Population.
    - 1. Purchase and provide a professional messenger bag or side bag for CHWs to carry supplies. One per staff member. Messenger bag purchases must be approved by the System Agency.
    - 2. Shall not require CHW’s to complete additional documentation, client demographics, or data entry not required or listed in this Contract without prior approval from System Agency.
  - C. Community Health Services:
    - Grantee shall:
      - 1. Submit within 15 calendar days after the end of each State Fiscal Year (FY) quarter, a “Quarterly Report,” provided by the subject matter expert (SME). The report will include at minimum:
        - a. Monthly work logs which;
          - i. Reflect work efforts by the CHWs (while not providing personal identifying information of individuals receiving services);
          - ii. Summarize activity performed each quarter; and
          - iii. Be provided to System Agency to reflect CHW efforts.
        - b. Self-care and/or team-building activities; and
        - c. Any financial assistance used.
      - 2. Ensure CHWs community work, supply distribution group facilitation, communication, events, and other service delivery as described in this Contract with the Eligible Population occur without undue interference affecting the fidelity of this Contract from indirect staff or other agency staff not funded by this Contract.
      - 3. Promote and encourage entry into substance use disorder and/or mental health services provided by this Contract, including intervention, treatment, or recovery by providing referrals, community linkage, and support to the Eligible Population.
      - 4. Refer the Eligible Population Texas residents to other System Agency-funded programs as appropriate.
      - 5. Use Motivational Interviewing, a therapeutic technique and skill used, when appropriate, to help individuals enhance their confidence and motivation for change.
      - 6. Promote and encourage entry into medical services, including Hepatitis C Virus (HCV), Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV), Tuberculosis (TB), and Sexually Transmitted Infections (STI) testing or treatment by providing referrals, community linkage, and support to individuals in Eligible Population.
      - 7. Provide information, referrals, community linkage, and support to other services (housing, employment, legal, etc.) and community resources to individuals in the Eligible Population.
      - 8. Assure program staff has training on all information, methods, tools and laws related to any items distributed by CHW in their work with the Eligible Population. Such information, methods, and tools must be based on the latest scientific research and best practices for reducing harms related to substance use.
      - 9. Ensure service delivery follows DSHS CHW Core Competencies: [CHW Core](#)

10. Ensure service delivery includes:

- a. Choice and Self Determination:
  - i. Provide individuals the opportunity to select supports and services that correspond with their personal preferences and goals;
  - ii. Ensure services are self-directed, participant-driven, and reflect goals in multiple life aspects;
  - iii. Acknowledge an individual's choice for their own pathway to wellness; and
  - iv. Advocate, support, and explore options for the Eligible Population.
- b. Community Integration:
  - i. Provide individuals the opportunity to be involved in community activities and receive support related to community integration that is associated with recovery, health, and wellness;
  - ii. Work with Eligible Population to identify and connect with a broad spectrum of community-based resources and support that assist in achieving their goals and rebuilding their lives within their community;
  - iii. Align organizational policies to ensure CHWs have access to transportation and other resources to work with individuals outside of the organizational setting and in the local communities;
  - iv. Ensure CHWs engage in assertive outreach in locations and times where the Eligible Population is likely to be found, to include nights when appropriate; and
  - v. Utilize community or social services agency linkages to ensure CHW provide warm hand-offs when transferring or referring individuals to community resources.

## V. STAFF COMPETENCIES:

Grantee shall:

- A. Ensure all CHW staff and Program Director who provide services:
  1. Are knowledgeable and competent in:
    - a. Discussing HIV, HCV, and other communicable diseases associated with substance use and be able to demonstrate ability to discuss sexuality openly and comfortably; and
    - b. Opioid overdose and be able to demonstrate ability to train individuals to use overdose reversal medications and materials which reduce harms associated with substance use.
  2. Build a team to include:
    - a. The use of CHWs who are indigenous to the communities and populations served, people who speak the language of the community, reflect similar cultural background to those served, have lived experience, and speak openly about their recovery or experiences of recovery with others.
    - b. Grantee may hire CHWs who are licensed or certified in other domains such as: recovery coaches, peer support, Licensed Chemical Dependency Counselors (LCDC), licensed nurses or medical staff, social workers, or other substance use related fields. These licenses, certifications, or degrees cannot be used as a hiring criterion which eliminates other eligible applicants under these requirements without prior HHSC approval.
  3. Ensure CHWs meet requirements and obtain Texas Department of State Health Services (DSHS) CHW certification: <https://www.dshs.texas.gov/mch/chw.shtm> within six (6)

- months from start date of employment under this Contract.
4. Grantee must provide a valid DSHS CHW certification for each CHW hired.
5. If grantee cannot meet requirement listed in Section IV of this attachment, Grantee must submit to System Agency a written explanation and plan to become compliant with requirement and upload in CMBHS.
6. Ensure the CHW Program Director meets the following requirements:
  - a. Hold a DSHS Community Health Worker certification;
  - b. Have a minimum of two (2) years of experience in one or more of the following:
    - i. substance use outreach;
    - ii. substance use intervention; or
    - iii. substance use treatment.
  - c. Have a minimum of one (1) year of experience, in at least two of the following:
    - i. working with prison populations;
    - ii. working with individuals experiencing housing instability;
    - iii. working with individuals with SUDs, HIV/STDs, and/or behavioral health issues;
    - iv. community health work; or
    - v. supervisory experience.
7. Ensure CHW Program Director provides each CHW staff member with his/her documented field observations and provide feedback at least once every six (6) months, using the approved supervision document provided by SME during the first quarter of Contract execution.
8. Documented field observations and/or feedback must be provided to System Agency upon System Agency's request.
9. Ensure all CHWs maintain certification in good standing for the duration of employment under this Contract. All certifications must be kept in the appropriate employee file. System Agency may request to review such file.
10. Ensure there are self-care and/or team building activities provided to CHWs during their work hours and at least once per quarter. The self-care and or team building activities must be documented in Grantee's required Quarterly Report to System Agency. At minimum, the documentation must include activities and budget details, as stated in **Section VII.E.** below.

## VI. FINANCIAL ASSISTANCE:

- A. Financial assistance is "allowable" under this cost-reimbursement Grantee Agreement Contract to help Eligible Population individuals by CHWs' linkage and retention activities for substance use, mental health, and medical services.

1. Grantee may only provide financial assistance to Eligible Population individuals.

Financial assistance is available for the following items:

- a. transportation needs to appointments;
- b. prescriptions or medicines needed;
- c. vision or hearing needs;
- d. clothing or personal hygiene items;
- e. assistance for recovery housing;
  - i. To use financial assistance for recovery housing, the recovery house must be accredited according to the National Alliance For Recovery Residences standards or Chartered by Oxford House, Inc.;
- f. employment or educational needs;
- g. utilities, rental, or other similar household expenses; and
- h. other needs not listed that improve the individual's quality of life or ability to successfully engage in services with System Agency written approval.

2. Program funds, including financial assistance, must be reasonable and follow SAMHSA SUBG requirements.
  3. Financial assistance budgeted for the Eligible Population must not exceed five percent (5%) per State Fiscal Year of this Contract's total without prior approval.
- B. Grantee must maintain and document all financial assistance, as summarized in Grantee's required Quarterly Report,
1. At minimum, financial assistance documentation must include:
    - a. Date provided;
    - b. Dollar amount;
    - c. Item purchased; and
    - d. Client identifier (examples: driver's license, Clinical Management for Behavioral Health Services (CMBHS) client number, first name and last initial).
- C. General supply items purchased by the program (such as hygiene kits, water bottles, condoms, Naloxone etc.) are not considered financial assistance to be tracked in financial assistance log.
- D. Financial assistance above \$250 per individual, in a fiscal term, must be approved in writing by System Agency.
- E. If an incentive or alternative activity is not described within this Contract, Grantee must contact System Agency staff for prior approval before implementation of such activity.

## VII. REPORTING REQUIREMENTS:

- A. Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date(s) outlined in this Scope of Grant Project, Section IX, Submission Requirements. Reports must be submitted to System Agency via CMBHS.
- B. All reports submitted shall utilize the following naming convention in the email subject line:  
**[FY for Report] Deliverable [Name of Report] SA/CHW [Contract No.]**
- C. If the due date lands on a weekend or holiday, the due date is updated to the following business day.
- D. As stated in **Section IV.A.7.** above, Grantee must develop, implement and enforce a written "CHW Policies and Procedures" within 60 calendar days of Contract execution and provide an updated document as needed.
- E. As stated in **Section IV.C.** above, Grantee must submit the Quarterly Report by the 15th day of the month following the close of each state fiscal quarter. The Quarterly Report must include:
  1. Summarization of Monthly Work Logs;
    - a. At a minimum, work logs must contain the following:
      - i. Efforts performed by CHWs;
      - ii. Financial assistance provided;
      - iii. Distribution of materials;
      - iv. Count of Opioid Reversal kits dispersed;
      - v. Self-Care and/or Team building provided; and
      - vi. CHW or Program Director retention
  2. Self-care and/or team building activities, as stated, and required in **Section V.A.10.;** and
  3. Financial assistance information, as stated in **Section VI.B.** above.
- F. Grantee must submit annual Contract Closeout documentation by October 15th for each State Fiscal Year of this Contract's term. The final Contract closeout is due by the 45<sup>th</sup> day after the Contract end date.
- G. Grantee must submit a CMBHS Security Attestation Form: This form must be

submitted September 15th and March 15th of each State Fiscal Year of this Contract's term.

H. Grantee must report all performance measures for the previous month's activities in CMBHS on or before the 15th of the following month.

I. This section of Scope of Grant Project will survive Contract termination or expiration.

## **VIII. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS**

Grantee shall:

- A. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system to manage user accounts/user roles, ensuring all CMBHS user accounts are current and secured.
- B. Establish and maintain a security policy that ensures adequate system security and protection of Confidential Information Confidential Information is defined within this Contract's Data Use Agreement, SPI, Article 2, Definitions.
- C. Notify CMBHS Helpdesk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
- D. Ensure that access to CMBHS is restricted to only Grantee's Authorized Users.
  1. Grantee must provide a list of its Authorized Users to System Agency.
  2. Grantee must notify System Agency of any changes within 24 hours of such change(s).
  3. Any Authorized User no longer granted access must be removed from the CMBHS system within 24 hours of their release.
- E. Submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers, and/or subgrantee's authorized to have access ("Authorized Users") to secure data and Confidential Information. The CMBHS Security Attestation Form must be submitted electronically on or before September 15<sup>th</sup> and March 15<sup>th</sup> every State Fiscal Year during the term of this Contract or within 24 hours of any employee or Authorized User status change.
- F. Attend System Agency training on CMBHS documentation on an annual basis or as suggested by System Agency.

## **IX. SUBMISSION REQUIREMENTS**

- A. System Agency will monitor Grantee's performance on all required items listed in this Contract to ensure Grantee maintains compliance with Contract terms and conditions. Grantee's performance measurements are based-off specifics listed in the table below.

<b>Requirement</b>	<b>Title</b>	<b>Due Date</b>	<b>Submission System</b>
Invoices in CMBHS	Invoices	Invoice for previous month's activities on the 15th of the following month.	CMBHS
Attachment A IV. A. 7	CHW Policies and Procedures	Within 60 calendar days of Contract execution and updated as needed.	CMBHS

Attachment A IV. C.	Quarterly Report	Quarterly; report includes the previous Quarter information, as follows:  Q1 reporting period, due December 15th, each State Fiscal Year. Q2 reporting period, due March 15th, each State Fiscal Year. Q3 reporting period, due June 15th, each State Fiscal Year. Q4 reporting period, due September 15th, each State Fiscal Year.	CMBHS
Attachment B	Financial Status Report (FSR)	Quarterly; report includes the previous Quarter information, as follows:  Q1 reporting period, due December 31st, each State Fiscal Year. Q2 reporting period, due March 31st, each State Fiscal Year. Q3 reporting period, due June 30th, each State Fiscal Year. Q4 reporting period, due October 15th, each State Fiscal Year.	CMBHS
Attachment B	General Ledger	Quarterly; report includes previous Quarter information, as follows:  Q1 reporting period, due December 31st, each State Fiscal Year. Q2 reporting period, due March 31st, each State Fiscal Year. Q3 reporting period, due June 30th, each State Fiscal Year. Q4 reporting period, due October 15th, each State Fiscal Year.	CMBHS
Attachment B	FSR to GL Worksheet	Each FY; Quarterly: Q1: December 31 <sup>st</sup> Q2: March 31 <sup>st</sup> Q3: June 30 <sup>th</sup> Q4: October 15th	CMBHS
Attachment A	Closeout documents	Final closeout documents due	CMBHS

		October 15 each State Fiscal Year during Contract term and after termination or expiration.	
Attachment A	CMBHS Security Attestation Form and list of authorized users	15 calendar days after Contract execution; then, each State Fiscal Year on September 15th & March 15th.	CMBHS
Attachment A-1	Performance Measures	Report for previous month's activities, due on the 15th of the following month, throughout the Contract term.	CMBHS

**ATTACHMENT A-1**  
**SCOPE OF GRANT PROJECT SUPPLEMENTAL**

**A. CONTRACT INFORMATION**

Vendor ID:	<b>17528112695</b>
Contractor Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001606300009
Payment Method:	Cost Reimbursement
Federal Award Identification Number (FAIN)	<b>B08TI08767-01</b>
Solicitation Document:	Direct Award

**B. SERVICE AREA:**

- C. Grantee shall provide services in the counties (service area) listed below, as approved by System Agency:  
 Region: 3

Counties: Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.

**D. POPULATION SERVED:**

Texas residents who use substances, including those who inject substances. This includes, but is not limited to, adults (Texas residents ages over the age of 18 and older) and youth (any Texas residents between the ages 13 and 17).

**E. RENEWALS:**

This Contract has no renewal options.

**F. CONTACT INFORMATION**

<b>Name:</b>	Marisol McDaniel
<b>Email:</b>	Marisol.McDaniel@hhs.texas.gov
<b>Telephone:</b>	512-407-3268
<b>Address:</b>	4601 N. Guadalupe St (MC)
<b>City/Zip:</b>	Austin, TX 78751

**G. PERFORMANCE MEASURES:**

1. Grantee will report the performance measures monthly through CMBHS by the 15th of the following month for the previous month's activities.
2. Grantee's performance will be measured in part on the achievement of the key performance measures stated below.
3. The State Fiscal Year (FY) Performance Measures are as follows:

<u>Measure</u>	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Annual
1. Number of contacts with adult participants eligible for program services	750	750	750	750	3000
2. Number of contacts with youth participants eligible for program services	75	75	75	75	300
3. Number of substance use services, including intervention and treatment, referrals, linkage and support provided to individuals eligible for program services	150	150	150	150	600
4. Number of mental health referrals, linkage and support provided to individuals eligible for program services	75	75	75	75	300
5. Number of medical services referrals, linkage and support provided to individuals eligible for program services	75	75	75	75	300
6. Number of referrals, linkage and support provided to other services and community resources to individuals eligible for program services	38	37	37	38	150
7. Number of Overdose Reversal Kits distributed to eligible individuals	114	114	114	114	456

**H. PERFORMANCE MEASURE DEFINITIONS AND REPORTING:**

1. **Number of contacts with adult participants eligible for program services.**

Any contact, unduplicated per FY with an individual eligible for services as described in the Scope of Grant Project (SOGP). These are most often face to face contacts in the community.

When a CHW identifies a contact is an eligible individual count this a “1”. Each month, report the total number of unduplicated contacts with adults.

**2. Number of contacts with youth participants eligible for program services.**

Any contact, unduplicated per FY, with a youth eligible for services as described in the SOGP. These are most often face to face contacts in the community.

When a CHW identifies a contact is an eligible individual count this a “1”. Each month, report the total number of unduplicated contacts with youth.

**3. Number of substance use referrals, including intervention and treatment, linkage, and support provided to individuals eligible for program services.**

Any service the CHWs provide for an eligible individual specific to addressing substance use. The CHW’s function is to ensure eligible individuals can access needed services. During a contact there may be multiple referrals, linkage, or support activities that are counted. Basic information and resources such as providing telephone numbers, pamphlets, meeting schedules and similar is not included in this measure. Distribution of supplies or group education is not counted in this measure.

For the purposes of this measure:

“Referral” is defined as the process in which the CHW helps the eligible individual to become enrolled into substance use services with a licensed provider.

“Linkage” is defined as actions by a CHW which help the eligible individual begin, retain or maintain their enrollment in substance use services after receiving a referral.

“Support” is defined as any other CHW activity that helps the eligible individual to eliminate barriers related to substance use services or address substance use concerns.

Examples which may be counted in this measure: transportation to services, follow up contacts related to a referral, service coordination, helping an individual identify and plan to attend community support groups, helping the individual to call the number the CHW provided and schedule an intake for services, motivational interviewing sessions which address change related to substance use and risks.

Each referral, linkage, or support activity counts as “1”. Each month report the total number. There is no limit per individual per FY.

**4. Number of mental health referrals, linkage, and support provided to individuals eligible for program services.**

The same standards as Measure 2 (*see* above) with the distinction being mental health needs for an eligible individual.

Examples which may be counted in this measure: transportation to psychiatric emergency services, transportation to appointments or pharmacy, helping an individual identify and plan to attend community support groups, helping the individual to call the number the CHW provided and schedule an intake for services.

Each referral, linkage, or support activity counts as “1”. Each month report the total number. There is no limit per individual per FY.

**5. Number of medical services referrals, linkage, and support provided to individuals eligible for program services.**

The same standards as Measure 2 (*see above*) with the distinction being medical needs of the eligible individual.

Examples which may be counted in this measure: transportation to the hospital, referral to community medical clinics, individual education on condom use, referrals to HIV and HCV treatment or testing, referrals to pregnancy testing.

Each referral, linkage, or support activity counts as “1”. Each month report the total number. There is no limit per individual per FY.

**6. Number of referrals, linkage, and support provided to other services and community resources to individuals eligible for program services.**

The same standards as Measure 2 (*see above*) with the distinction being other services not listed.

Examples which may be counted in this measure: housing, financial assistance, legal services, immigration services, educational or employment programs, community courts or probation, food banks, WIC office.

Each referral, linkage, or support activity counts as “1”. Each month report the total number. There is no limit per individual per FY.

**7. Number of Overdose Reversal Kits distributed to eligible individuals.**

Kits intended to reverse an active opioid overdose. An overdose reversal kit includes at min Naloxone, any needed equipment for its use, instructions and information on using Naloxone, your CHW team’s contact information.

Each overdose reversal kit distributed counts as “1”. There is no limit per individual per FY.

## **ATTACHMENT B FISCAL REQUIREMENTS**

Grantee shall ensure compliance with the following fiscal requirements of the Grant Agreement:

- A.** Compliance with the fiscal requirements of this Grant Agreement funded from 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, 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](#).
  - 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 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.
- D.** Compliance with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts, link: <https://comptroller.texas.gov/purchasing/grant-management/>
- E.** Access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.
- F.** Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Grant Agreement.
- G.** Invoice and Payment requirements:
  - 1. Grantee shall submit monthly invoices to the System Agency utilizing the CMBHS system by the 15<sup>th</sup> of the following 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, System Agency shall conduct Grant Agreement close-out activities. Grantee shall ensure all invoices for all Programs awarded funding, for each year (September – August) are submitted in CMBHS by October 15th. Invoices submitted after October 15<sup>th</sup> may be denied.

## ATTACHMENT B FISCAL REQUIREMENTS

3. System Agency may request additional supportive documentation to support the invoices. All requests for additional information shall be provided by the deadline requested.

### H. Funding

1. The System Agency share and match allocations for the Grant Agreement, State Fiscal Years 2026-2028 are documented in the **Contract Signature Page Document, Section V. Budget and Indirect Cost Rate.**
2. The Contract requires a five (5%) match contribution from the Grantee.

- I.** Except as indicated by the CMBHS system 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.

### J. The Cost Reimbursement Budget:

1. The **Attachment B-1, Approved Categorical Budget** documents all approved and allowable expenditures. Grantee shall *only* utilize the funding detailed in the approved cost reimbursement budget for approved and allowable costs.
2. If needed, Grantee may revise the **Attachment B-1, Approved Categorical Budget**. The requirements for revising the budget for the allocation in each Program are as follows:
  - a. Grantee may transfer funds from the budgeted direct categories only, with the exception of the “Equipment” and “Travel” Categories. Grantee may transfer up to ten percent (10%) of the allocated fiscal year Program amount without System Agency approval. Budget revisions exceeding the System Agency variance percentage are required to receive System Agency’s written approval provided through the Budget Program Adjustment Form (BPA).
  - b. Grantee must adhere to the System Agency’s travel policy. Grantee is required to submit a Budget Program Adjustment (BPA) form to request System Agency approval for all new out-of-state travel requests. Grantee must submit out-of-state travel requests at least ninety (90) days prior to the planned travel. System Agency will provide written notification if the new travel request is approved.
  - 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”, “Indirect Cost” and “Travel” categories, by submitting a Budget Program Adjustment form to the assigned contract manager. If approved, the

## ATTACHMENT B FISCAL REQUIREMENTS

revision will be documented in the Contract via unilateral amendment pursuant to **Attachment D, HHS Uniform Terms and Conditions – Grant, Article XI. General Provisions, Section 11.7, Change in Laws and Compliance with Laws.** 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 request transferring funds between awarded Programs by submitting a Budget Program Adjustment (BPA) form to the assigned Contract Manager. If approved, the revision will be documented in the Contract via unilateral amendment pursuant to **Attachment D, HHS Uniform Terms and Conditions – Grant, Article XI. General Provisions, Section 11.7, Change in Laws and Compliance with Laws.** 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.
- e. Grantee may revise the Cost Reimbursement budget “Equipment” and/or “Indirect Cost” categories, however a formal bilateral Amendment is required. Grantee shall submit to the assigned contract manager a Budget Program Adjustment (BPA) form, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.

### K. Financial Status Report Requirements

1. Grantee shall submit quarterly Financial Status Report (FSR) in CMBHS to document all expenditures.
2. Grantee shall submit the following supportive documentation for each quarterly FSR.
  - a. General Ledger: The general ledger for each Program receiving funding; the general ledger will document the expenditures to support the data reported in the FSR.
  - b. FSR to General Ledger Worksheet: The worksheet shall provide an analysis of the general ledger by documenting the expenses into the cost reimbursement budget category. The Worksheet shall be completed on the System Agency template.

Attachment B-1  
Approved Categorical Budget

Budget Summary

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001606300009
Program ID:	SA/CHW (Community Health Workers)
Region	3

Budget Categories

Budget Categories	System Agency Funds Requested	Cash Match	Non System Agency funds	Category Total
Personnel	\$432,200.00	\$0.00	\$0.00	\$432,200.00
Fringe Benefits	\$95,082.00	\$0.00	\$0.00	\$95,082.00
Travel	\$5,260.00	\$0.00	\$0.00	\$5,260.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$20,640.00	\$0.00	\$34,800.00	\$55,440.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$86,428.00	\$0.00	\$0.00	\$86,428.00
Total Direct Costs	\$639,610.00	\$0.00	\$34,800.00	\$674,410.00
Indirect Costs	\$56,390.00	\$0.00	\$0.00	\$56,390.00
Totals	\$696,000.00	\$0.00	\$34,800.00	\$730,800.00

Subcontracting

Subcontracting Percentage: 0.0%

Rev. 4/18

Match Contributions

Required Match Percentage:	5%	Calculated Match Percentage:	5%
Required Match Amount:	\$34,800.00	Calculated Match Amount:	\$34,800.00

Source of Cash Match Funds

Source of In Kind Match Funds

Agency supplied/donated inventory of single-dose Narcan Inhalers for the distribution by trained and Certified Community Health Workers.

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

Indirect Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001606300009
Program ID:	SA/CHW (Community Health Workers)

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 1 - 7 Indirect)

Rate

Base

Type of Costs Included in the Rate

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.SystemAgency.state.tx.us/contracts/>

Types of Costs

Allocation Base

Indirect Costs

Cash: \$56,390.00  
Non System Agency Funds:  
Total Indirect Costs: \$56,390.00

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001606300009
Program ID:	SA/CHW (Community Health Workers)
Region:	3
Fiscal Year:	2026
Total Contract Value (System Agency+Match)	
Date Submitted to HHSC:	6/13/2025

[illegible]

In Kind Match Total	-
Salary/Wage Total	432,200.00

Fringe Benefits

Enter either the percentage or cash amount	
Total Fringe Benefit %:	22.00%
or Total Fringe Benefit \$	

Fringe Benefit Amounts

Cash:	\$95,082.00
In Kind Match:	\$0.00
Fringe Benefits Total:	\$95,082.00

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 13%, Retirement 3%, Employer Life Insurance Contrib. 1.20%[]



### Supplies Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HH-S001606300009
Program ID:	SA/CHW (Community Health Workers)

[illegible]

[illegible]

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 470-2025 Ratify HHSC Rural Mental Health Initiative Grant (RMHI) for FY 2026—FY 2029 (HHSC Contract No. HHS001421100009)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 ratifies the signature of the CEO on the HHSC Contract for Rural Mental Health Initiative Grant (RMHI) for FY 2026—FY 2029 (HHSC Contract No. HHS001421100009).

**DONE IN OPEN MEETING** this the 10th day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE:** September 10, 2025

**AGENDA ITEM #20: Resolution 470-2025 Ratify HHSC Rural Mental Health Initiative Grant (RMHI) for FY 2026 – FY 2029. (HHSC Contract No. HHS001421100009)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Contract for Rural Mental Health Initiative Grant (RMHI) for FY 2026 – FY 2029 (HHSC Contract No. HHS001421100009)

**Background:**

**This is a new contract with a total not-to-exceed amount of \$1,875,000 for FY 2025 – FY 2029. This includes \$625,000 in match.**

The purpose of this Grant Agreement is to establish and expand behavioral health centers or jail diversion centers to:

1. provide additional forensic psychiatric hospital beds and competency restoration services;
2. provide inpatient and outpatient mental health services to adults and children; and
3. provide services to reduce recidivism and the frequency of arrest, incarceration, and emergency detentions among persons with mental illness.

**Financial Information:**

The total amount of this Grant Agreement for the life of the contract is not to exceed **\$1,875,000.00**.

**The total budgeted amount of this Grant Agreement for each fiscal year is \$375,000.00.**

The Grantee is required to provide \$625,000 in matching funds over the life of the contract.

<b><u>FISCAL YEAR</u></b>	<b><u>HHSC SHARE</u></b>	<b><u>MATCH</u></b>	<b><u>TOTAL</u></b>
FY25	\$250,000.00	\$125,000.00	\$375,000.00
FY26	\$250,000.00	\$125,000.00	\$375,000.00
FY27	\$250,000.00	\$125,000.00	\$375,000.00
FY28	\$250,000.00	\$125,000.00	\$375,000.00
FY29	\$250,000.00	\$125,000.00	\$375,000.00
<b>TOTAL CV:</b>	<b>\$1,250,000</b>	<b>\$625,000</b>	<b>\$1,875,000</b>

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

**Attachments:** 20. MH\_RMHI HHS001421100009 (FY25-FY29)



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

NTBHA Strategic Visions	
Vision #1	NTBHA 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. HHS001421100009  
UNDER THE  
RURAL MENTAL HEALTH INITIATIVE GRANT PROGRAM  
RE-ENTRY AND DIVERSION PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the Health and Human Services Commission (“System Agency” or “HHSC”), and North Texas Behavioral Health Authority (“Grantee”), having its principal office at 8111 Lyndon B. Johnson Fwy, Dallas, Texas 75251 (each a “Party” and collectively the “Parties”).

**I. PURPOSE**

The purpose of this Grant Agreement is to establish and expand behavioral health centers or jail diversion centers to:

1. provide additional forensic psychiatric hospital beds and competency restoration services;
2. provide inpatient and outpatient mental health services to adults and children; and
3. provide services to reduce recidivism and the frequency of arrest, incarceration, and emergency detentions among persons with mental illness.

**II. LEGAL AUTHORITY**

This Grant Agreement is entered into pursuant to Texas Government Code §531.09936. State funds for this Grant Project are authorized under the Texas General Appropriations Act, Article IX, Section 18.63, pg. IX-134 (2023) (Contingency for Senate Bill 1677).

**III. DURATION**

This Grant Agreement is effective on the signature date of the latter of the Parties to sign this agreement and expires on August 31, 2029, unless sooner terminated or renewed or extended.

Notwithstanding the limitation in the preceding paragraph and with at least thirty (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, or as otherwise determined by System Agency to serve the best interest of the State for up to twelve (12) months, in one-month intervals, at the then-current Grant Agreement rate or rates (if applicable) as modified during the term of the Grant Agreement.

**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**.

The RFA, including all addenda, is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT G, SYSTEM AGENCY REQUEST FOR APPLICATIONS (RFA) No. HHS0014211, INCLUDING ALL ADDENDA.**

**V. BUDGET AND INDIRECT COST RATE**

The total amount of this Grant Agreement will not exceed \$1,875,000.00. This includes the System Agency share of \$1,250,000.00 and Grantee’s required match amount of \$625,000.00.

The total not-to-exceed amount includes the following:  
Total Federal Funds: \$0.00  
Total State Funds: \$1,250,000.00

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 the De Minimis Acknowledgement is attached to this Grant Agreement and incorporated as **ATTACHMENT I, INDIRECT COST RATE LETTER (DECEMBER 2024).** 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 submit the following reports:

REPORT	FREQUENCY	DUE DATE
FORM RIGP-A: QUARTERLY SERVICE REPORT	Quarterly, on or before thirty (30) calendar days after the end of each state fiscal year quarter.	December 30 March 30 June 30 September 30
ATTACHMENT A-1, MATCH CERTIFICATION FORM	Quarterly, on or before the last calendar day following the close of each state fiscal year quarter.	December 31 March 31 June 30 September 30
Reimbursement Request - including:	Monthly, on or before the last calendar day	October 31 November 30

1. General Ledger; and 2. <b>ATTACHMENT A-2, PROJECT EXPENDITURE REPORT</b>	following the close of the month.	December 31 January 31 February 28/29  March 31 April 30 May 31 June 30 July 31 August 31 September 30
<b>ATTACHMENT A-3, PERFORMANCE MEASURE REPORT TEMPLATE</b>	Quarterly, on or before thirty (30) calendar days after the end of each state fiscal year quarter.	December 30 March 30 June 30 September 30
<b>POLICIES AND PROCEDURES</b>	Annually, thirty (30) calendar days following Contract execution of the first state fiscal year of operation and September 30 each year thereafter.	September 30

## 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  
Judith.tyler@hhs.texas.gov

### Grantee

Carol E. Lucky  
North Texas Behavioral Health Authority  
8111 Lyndon B. Johnson Fwy  
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:

System Agency Grant Agreement, Contract # HHS001421100009

Page 3 of 6

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</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 B</b>	<b>BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS</b>
<b>ATTACHMENT C</b>	<b>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>ADDITIONAL PROVISIONS – GRANT FUNDING, VERSION 1.0</b>
<b>ATTACHMENT F</b>	<b>DATA USE AGREEMENT, GOVERNMENTAL ENTITY VERSION 8.5, OCTOBER 23, 2019</b>
<b>ATTACHMENT G</b>	<b>SYSTEM AGENCY REQUEST FOR APPLICATIONS (RFA) No. HHS0014211, INCLUDING ALL ADDENDA</b>
<b>ATTACHMENT H</b>	<b>GRANTEE'S RFA No. HHS0014211 RESPONSE</b>
<b>ATTACHMENT I</b>	<b>INDIRECT COST RATE LETTER (DECEMBER 2024)</b>

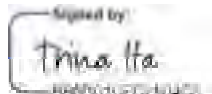
**X. SIGNATURE AUTHORITY**

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. HHS001421100009**

**SYSTEM AGENCY**

Signed by:  
  
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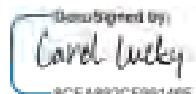
Signature

Printed Name: Trina K. Ita

Title: Deputy Executive Commissioner

Date of Signature: August 15, 2025

**GRANTEE**

Designed by:  
  
8CEA882CF98148F...

Signature

Printed Name: Carol E. Lucky

Title: Chief Executive Officer

Date of Signature: August 14, 2025

System Agency Grant Agreement, Contract # HHS001421100009

Page 6 of 6

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 471-2025 Ratify HHSC State Hospital Step Down Program (SHSD) Amendment No. 1 for FY 2026—FY 2027 (HHSC Contract No. HHS000866900005)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 ratifies the signature of the CEO on the HHSC Contract for State Hospital Step Down Program (SHSD) Amendment No. 1 for FY 2026—FY 2027 (HHSC Contract No. HHS000866900005).

**DONE IN OPEN MEETING** this the 10th day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM# 21: Resolution 471-2025 Ratify HHSC State Hospital Step-Down Program (SHSD) Amendment No. 1 for FY2026 – FY2027. (HHSC Contract No. HHS000866900005)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Contract for State Hospital Step-Down Program (SHSD) Amendment No. 1 for FY2026 – FY2027. (HHSC Contract No. HHS000866900005)

**Background:**

**This Amendment No. 1 makes the total not-to-exceed amount of the original contract \$6,483,044.00. No matching funds are required.**

The State Hospital Step-Down Program (SHSDP) is designed to identify, assess, and facilitate the successful transition of adults with serious mental illness (SMI), or a combination of SMI and medical needs exceeding the supports available in traditional settings, who are clinically appropriate for transition from a hospital-based setting to community-based services with proper supports.

**Financial Information:**

The total amount of this Grant Agreement for the life of the contract is not to exceed **\$6,483,044.00**.

The total budgeted amount for each fiscal year is \$1,620,761.

The Grantee is not required to provide any matching funds.

<b><u>FISCAL YEAR</u></b>	<b><u>HHSC SHARE</u></b>	<b><u>MATCH</u></b>	<b><u>TOTAL</u></b>
FY24	\$1,620,761.00	\$0	\$1,620,761.00
FY25	\$1,620,761.00	\$0	\$1,620,761.00
FY26	\$1,620,761.00	\$0	\$1,620,761.00
FY27	\$1,620,761.00	\$0	\$1,620,761.00
<b>TOTAL CV:</b>	<b>\$6,483,044</b>	<b>\$0</b>	<b>\$6,483,044</b>

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

**Attachments:** 21. MH\_SHSD HHS000866900005 A.1 FY26-FY27 ~ NTBHA

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



### NTBHA Strategic Visions

**Vision #1 NTBHA 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. HHS000866900005  
AMENDMENT NO. 1**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”) and North Texas Behavioral Health Authority> (“Grantee”), collectively referred to as the “Parties” to that certain State Hospital Step-Down Program Contract effective July 17, 2024 and denominated HHSC Contract No. HHS000866900005 (“Contract” or “Grant Agreement”), now desire to amend the Contract.

**WHEREAS**, HHSC wants to exercise its option to extend the Contract for State Fiscal Years (FY) 2026 and 2027;

**WHEREAS**, HHSC wants to add funds to support the extension periods and amend the Budget Procedures and Invoice Submission Requirements;

**WHEREAS**, HHSC wants to supplement the Indirect Cost Rate Acknowledgment Letter;

**WHEREAS**, the Parties want to amend the Statement of Work; and

**WHEREAS**, the Parties want to update the contract affirmations and terms and conditions.

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

1. **SECTION III, DURATION**, of the Contract is amended to reflect a new expiration date of August 31, 2027.
2. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Contract is deleted in its entirety and replaced with the following:

The total amount of this Grant Agreement will not exceed \$6,483,044.00. Grantee is not required to provide matching funds.

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

Total Federal Funds: \$0.00  
Total State Funds: \$6,483,044.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT A, STATEMENT OF WORK, VERSION 2** and **ATTACHMENT F, BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2**.

**Indirect Cost Rate:** Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT F, BUDGET PROCEDURES AND INVOICE SUBMISSION**

**REQUIREMENTS, VERSION 2**, and the Indirect Cost Rate Acknowledgement Letter is attached to this Contract and incorporated as **ATTACHMENT G, 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.

3. **SUBSECTION C of SECTION VI, REPORTING REQUIREMENTS**, of the Contract is deleted and replaced with the following:

- C. Grantee shall comply with the project reporting requirements listed in the following table:

Report	Frequency	Due Date
Financial Status Report – Quarterly	The 30th day of the month following the end of each state fiscal quarter	December 30, March 30, June 30, September 30
Invoices/Requests for Reimbursement – Monthly	15 calendar days following the month of service	Oct. 15, Nov. 15, Dec. 15, Jan. 15, Feb. 15, Mar. 15, Apr. 15, May 15, Jun. 15, Jul. 15, Aug. 15, Sept. 15
Performance Measures Report – Quarterly	On or before the 30 <sup>th</sup> calendar day of the month following the end of each state fiscal quarter	December 30, March 30, June 30, September 30
Project Summary Report	Due annually 30 days after the end of the contract term	September 30

4. **ATTACHMENT A, STATEMENT OF WORK, VERSION 1**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT A, STATEMENT OF WORK, VERSION 2**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes. All references to "ATTACHMENT A," "ATTACHMENT A, STATEMENT OF WORK," and


**"ATTACHMENT A, STATEMENT OF WORK, VERSION 1" are deleted and replaced with "ATTACHMENT A, STATEMENT OF WORK, VERSION 2."**

5. **ATTACHMENT B, HHS UNIFORM TERMS AND CONDITIONS – GRANT (v. 3.3)**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B, HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.5 (SEPT. 2024)**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
6. **ATTACHMENT D, HHS CONTRACT AFFIRMATIONS (v. 2.3)**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT D, HHS CONTRACT AFFIRMATIONS, VERSION 2.5 (NOV. 2024)**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
7. **ATTACHMENT F, BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 1**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT F, BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
8. **ATTACHMENT G, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER**, of the Contract is supplemented with **ATTACHMENT G, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER, VERSION 2**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
9. This Amendment No. 1 shall be effective upon execution by the last Party to sign below. Operations and funding for State Fiscal Year 2026 shall begin on September 1, 2025. Operations and funding for State Fiscal Year 2027 shall begin on September 1, 2026.
10. Except as amended and 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.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 1**  
**HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000866900005**


**HEALTH AND HUMAN SERVICES  
COMMISSION**

By:   
Trina K. Ita

Deputy Executive Commissioner, BHS

Date of Execution: August 9, 2025

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

By:   
Carol Lucky

CEO

Date of Execution: August 6, 2025

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

<b>ATTACHMENT A</b>	<b>STATEMENT OF WORK, VERSION 2</b>
<b>ATTACHMENT B</b>	<b>HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.5 (SEPT. 2024)</b>
<b>ATTACHMENT D</b>	<b>HHS CONTRACT AFFIRMATIONS, VERSION 2.5 (NOV. 2024)</b>
<b>ATTACHMENT F</b>	<b>BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS, VERSION 2</b>
<b>ATTACHMENT G</b>	<b>INDIRECT COST RATE ACKNOWLEDGEMENT LETTER, VERSION 2</b>

**ATTACHMENT A  
STATEMENT OF WORK  
STATE HOSPITAL STEP-DOWN PROGRAM  
HHS Contract No. HHS000866900005**

**SECTION I. PURPOSE**

The State Hospital Step-Down Program (SHSDP) is designed to identify, assess, and facilitate the successful transition of adults with serious mental illness (SMI), or a combination of SMI and medical needs exceeding the supports available in traditional settings, who are clinically appropriate for transition from a hospital-based setting to community-based services with proper supports.

**SECTION II. GRANTEE RESPONSIBILITIES**

- A. **Funding.** Funding allocated and paid under this Contract shall be used to identify, assess, and facilitate step-down/transition services, including housing services, and provide intensive services and supports to maintain community integration.
- B. **Required Trainings.** All SHSDP staff (Grantee staff) shall comply with the training requirements outlined in **ATTACHMENT H, SUPERVISED LIVING GROUP HOME STANDARDS.**
- C. **Administer Services.** The SHSDP shall provide the following services to a program participant:
  - 1. Intensive services as defined as levels of care 3, 4, or early onset per the Texas Resiliency and Recovery Utilization Management Guidelines;
  - 2. Cognitive adaptation training;
  - 3. Peer support services;
  - 4. Substance use intervention services;
  - 5. Housing referrals and resources and benefits support that facilitate access to federal, state, or other programs/subsidies that promote long-term community integration; and
  - 6. Medical care planning that includes but is not limited to a medication self-administration assessment, a plan to address any physical health issues, and identifying access to general healthcare care providers.
- D. **Treatment planning:** The SHSDP shall use an Intensive Treatment Plan (ITP) to plan for and complete the step-down/transition process. The ITP shall include the following individuals, as applicable or determined necessary based on clinical presentation and participant preference:
  - 1. Texas State Hospital staff;
  - 2. Local Mental Health Authority (LMHA) and Local Behavioral Health Authority (LBHA) continuity of care staff;
  - 3. Medicaid managed care organization staff;
  - 4. A peer support specialist;
  - 5. A substance use counselor;
  - 6. The participant; and
  - 7. The participant's family, identified support, or legally authorized representative (LAR).
- E. **Supervised Living Group Home Standards.** The SHSDP shall facilitate the transition of enrolled participants from the state hospital into an approved Health and Human Services Commission (HHSC) supervised living group home. Supervised Living Group Home services must comply with all requirements outlined in **ATTACHMENT H, SUPERVISED LIVING GROUP HOME STANDARDS.**

**ATTACHMENT A  
STATEMENT OF WORK  
STATE HOSPITAL STEP-DOWN PROGRAM  
HHS Contract No. HHS000866900005**

**F. Eligibility.** SHSDP participants must:

1. Be 18 years of age or older;
2. Have a history of SMI;
3. have been: (1) admitted to and discharged from a state hospital at least three times within the last five years; or (2) in the state hospital for longer than 365 consecutive days within the last five years.
4. Not be a danger to themselves, others, or property;
5. Be able to physically evacuate the premises in the event of an emergency;
6. Voluntarily consent or, if the individual has a LAR, then the LAR must consent to the SHSD home;
7. Voluntarily consent or, if the individual has an LAR, then the LAR must consent to engage in intensive services with the LMHA or LBHA; and
8. Have the ITP and HHSC approval prior to the participant's admission.

**G. Referral Process.** The Grantee must provide the following elements for the referral process:

1. SHSDPs must accept referrals for individuals whose designated county of residence is outside of the Grantee's local service area.
2. If an individual is denied admission to the SHSDP, the SHSDP is required to complete **Attachment I, SHSDP Provider Denial Form or the electronic equivalent** and send it to the HHSC Program Specialist within the required timeframes as outlined in the Supervised Living Group Home Standards. The SHSDP may provide intensive services to that participant for reconsideration.
3. Furlough and pass: Depending on the number of beds available at the state hospital, a pass or furlough into a SHSDP home may be utilized. Prior to the pass and the furlough, a safety plan will be developed and discussed with the Grantee, the state hospital team and the participant. The safety plan will be sent to the facility where the participant will be furloughed.
  - i. Pass: Any time an individual will be off hospital grounds not accompanied by hospital staff for up to 72 hours as approved by the ITP and prospective SHSDP home.
  - ii. A furlough may be utilized if the participant is able to remain in the home past 72 hours and up to 1 week.
  - iii. If successful in the SHSDP home, the participant will be discharged from the furlough and the home will follow the internal process for admission.
4. The provider must evaluate and provide recommendations within seven days of receiving a referral packet from selected homes while waiting for an open bed in the program. If no recommendations are provided, the step-down home may ask for the potential participant referred to be added to the HHSC State Hospital Step-Down referral list. This does not guarantee admission. If a bed at another step-down home becomes available while the person is on the referral list, the SHSDP will consider the potential participant for any step-down home of the participant's choice. The referral list is in the order the referral is received. If the person referred is not ready for discharge, they will remain on the list and HHSC will consider the next person on the referral list. The SHSDP is required to update the original referral status within two days of receiving notification of another available bed.

**ATTACHMENT A  
STATEMENT OF WORK  
STATE HOSPITAL STEP-DOWN PROGRAM  
HHS Contract No. HHS000866900005**

- H. **Admission.** The SHSDP must provide the following services upon approval of a participant's admission:
1. Up to six months of pre-transition services from a state hospital including, but not limited to: daily living skills training, self-care, and medication management while the individual is still in the state hospital;
  2. Within 30 calendar days of admission, develop and facilitate implementation of the ITP, which must address clinical and housing needs;
  3. Participate in the individual's care by communicating with the state hospital staff and transition team at least weekly to provide additional information or receive updates throughout enrollment in the SHSDP;
  4. Prior to enrollment in the SHSDP, participants must receive a comprehensive assessment by the state hospital staff that includes but is not limited to the following:
    - i. Financial and benefit eligibility assessment;
    - ii. Uniform Assessment, including the Adult Needs and Strengths Assessment (ANSA) Community Data, and, at minimum, every 180 calendar days thereafter, the initial assessment while enrolled in the SHSDP;
    - iii. The Quality-of-Life Scale (QOLS) must be completed every 180 calendar days thereafter while enrolled in the SHSDP;
    - iv. The Schwartz Outcome Scale and Recovery Assessment Scale must be completed every 180 calendar days thereafter while enrolled in the SHSDP;
    - v. Diagnostic profile that includes all applicable diagnoses (e.g., psychiatric, substance use, physical conditions, and intellectual or developmental disabilities); and
    - vi. Comprehensive Nursing Assessment, if applicable.
- I. **Discharge.** The SHSDP must follow all discharge requirements outlined in the Supervised Living Group Home Standards under Termination of Residency. If Grantee determines that an unsuccessful discharge which may include returning to an inpatient psychiatric facility or incarceration is necessary, they must notify HHSC within 24 hours that they plan to discharge the participant unsuccessfully. Grantee must schedule a pre-discharge meeting with HHSC within 30 calendar days for consideration of an unsuccessful discharge prior to final decision. The SHSDP must identify that they made a reasonable effort to explore all other interventions and less restrictive available options. Grantee shall document all reasonable efforts in the participant's record.
- J. **Subcontracting.** Grantee subcontracting with an eligible entity or entities must administer and oversee all contracted activities and engage in regular communication with HHSC regarding subcontractor's responsibilities.
- K. **Incident reporting.** To ensure that the SHSDP staff stays informed and continues receiving updated information, Grantee must assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization. In the event of a critical incident that results in substantial disruption of the SHSDP operation, or involving or potentially affecting program participants, SHSDP staff must immediately take the following actions:

**ATTACHMENT A  
STATEMENT OF WORK  
STATE HOSPITAL STEP-DOWN PROGRAM  
HHS Contract No. HHS000866900005**

1. Call 911 or local law enforcement for emergencies or life-threatening situations that require immediate attention;
2. Take all necessary actions to ensure health, safety, and welfare of the participants, families, and the public;
3. Report to the appropriate state and/or local law enforcement agencies and the Texas Abuse Hotline, if applicable; and
4. Complete **ATTACHMENT J, SHSDP INCIDENT FORM**, and submit it to HHSC within 24 hours of the incident. Below are the required incidents that must be reported utilizing the incident reporting form:
  - i. Abuse, neglect, and exploitation of a participant;
  - ii. Allegations against participant rights;
  - iii. Behavioral health emergencies or psychiatric hospitalizations;
  - iv. Medical emergencies or hospitalizations;
  - v. Self-abuse, self-harm, or self-neglect;
  - vi. Legal or justice system involvement, including any illegal activity that is allegedly committed by the participant in which there is law enforcement involvement; and
  - vii. Death of a participant.

**L. Extension Requests.** SHSDP enrollment is limited to one year and may only be extended up to 6 months beyond one year if recommended by the ITP and approved by HHSC. The SHSDP will need to submit **ATTACHMENT K, SHSDP PARTICIPANT EXTENSION REQUEST FORM**, at least 30 days before the participant reaches his or her year mark to be considered. The State Hospital Step-Down Program Participant Extension request form must be submitted to HHSC's SHSDP email address, [HHS\\_SHS\\_STEP\\_DOWN\\_PROGRAM@hhs.texas.gov](mailto:HHS_SHS_STEP_DOWN_PROGRAM@hhs.texas.gov) for consideration. The HHSC Program Specialist will decide within 7 days and notify the Grantee by email.. The Grantee is required to locate a community residence for participants nearing the end of their 6-month extension period. If a placement is not found at least 60 days prior to the end of the 6-month extension period, the provider must meet with HHSC staff, which may include a program specialist, adult mental health manager, medical director and the transition team to establish the discharge date. HHSC will no longer cover services rendered after the discharge date is determined. If the provider disagrees with the decision, the provider may request a reconsideration through email to the HHSC State Hospital Step-Down Program. Within 30 days of receiving the request, HHSC Program Specialist must notify the provider in writing of the decision to reconsider program discharge and continue services or move forward with discharge.

**M. Learning Collaborative.** The SHSDP must participate in coordination and technical assistance activities as requested and scheduled by the HHSC SHSDP Program Specialist.

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

The following performance measures will be used to assess Grantee's effectiveness in providing the services described in this Statement of Work:

**ATTACHMENT A  
STATEMENT OF WORK  
STATE HOSPITAL STEP-DOWN PROGRAM  
HHS Contract No. HHS000866900005**

- A. Grantee must collect data related to the success rate per home. Grantee must achieve at least a 90% success rate, which is the HHSC target for this program. The success rate is determined by the number of successful discharges per home divided by the total number of discharges per home. Grantee shall submit the Project Summary Report – which is embedded in the State Hospital Step-Down Program Performance Measures Report - no later than September 30th of each state fiscal year. If Grantee's success rate falls below 90%, HHSC may, in its sole discretion, impose one or more of the remedies listed in Article IX of **ATTACHMENT B, HHS UNIFORM TERMS AND CONDITIONS - GRANT**.
- B. Grantee must electronically submit to HHSC a census report on a weekly basis to the HHSC Program Specialist. The report must include:
  1. An unduplicated list of participants, to include assigned placement if multiple homes are operated by the Grantee;
  2. Length of stay in days;
  3. Pending intakes;
  4. Number of vacant beds by gender and home if multiple homes are operated by the Grantee; and
  5. Important updates pertaining to the State Hospital Step-Down Program, which may include but are not limited to incidents, extension requests, and pending intakes and discharges.
- C. Grantee must electronically submit to HHSC a quarterly report, using a HHSC approved instrument, on or before December 30th, March 30th, June 30th, and September 30th of each state fiscal year, which runs from September 1st through August 31st. The quarterly report must include the following fiscal-year-to-date performance measures:
  1. An unduplicated list of individuals transitioned by housing type (i.e., supervised living group home or affordable housing);
  2. An unduplicated list of individuals readmitted to inpatient care, the number of readmissions by participant, and the number of days spent in inpatient care per readmission;
  3. The cost for each participant that includes the following selected items of cost:
    - i. Rent;
    - ii. Utilities and Maintenance;
    - iii. Medical;
    - iv. Dental;
    - v. Prescriptions;
    - vi. Transition Assistance;
    - vii. Food;
    - viii. Furnishings; and
    - ix. Transportation.
  4. An unduplicated list of participants who obtained income, the date obtained by participant, and the amount and type of income obtained;
  5. An unduplicated list of individuals who obtained employment and the date of their employment; and
  6. An unduplicated list of individuals who obtained Medicaid eligibility and their Medicaid eligibility date.

**ATTACHMENT A  
STATEMENT OF WORK  
STATE HOSPITAL STEP-DOWN PROGRAM  
HHS Contract No. HHS000866900005**

- D. Grantee must electronically submit to HHSC the Quarterly Financial Status Report on or before December 30th, March 30th, June 30th, and September 30th of each state fiscal year, which runs from September 1st through August 31st.
- E. Grantee must electronically submit to HHSC the Invoices/Requests for Reimbursement on or before the last day of the month following the month of service.
- F. Unless otherwise specified in this Statement of Work or by the HHSC Contract Manager, all reports, documentation, and other information required of the Grantee, or requested by HHSC, must be submitted electronically to [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov), as well as to the assigned HHSC Contract Manager and HHSC Program Specialist.

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 472-2025 Approve Signature Authority of Walter Taylor for the TBRA (Tenant-Based Rental Assistance) program

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 the signature authority of Walter Taylor for the Tenant-Based Rental Assistance (TBRA) program pertaining to all associated contracts and documents.

**DONE IN OPEN MEETING,** this the 10<sup>th</sup> day of September 2025.

Recommend by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM #22: Resolution 472-2025 Approve Signature Authority of Walter Taylor for TBRA (Tenant-Based Rental Assistance)**

**Recommendation/Motion:** Approve Signature Authority of Walter Taylor for the Tenant-Based Rental Assistance (TBRA) Program. Walter Taylor, CSO would be added as a signer of contracts and all related documents pertaining to the TBRA program.

**Background:** The Texas Department of Housing and Community Affairs offers the availability for units of local government and non-profits to become administrators of the Tenant-Based Rental Assistance program. This is not a grant program. It is a reservation system program. When funds become available, TBRA administrators request funds through the reservation system. These funds will pay for, per household: 2 years of rental assistance, security deposits, and utility deposits. The rental assistance is in the form of a housing voucher much like the Housing Choice Voucher. Each approved household will have to be on a self-sufficiency plan to establish the ability to pay 100% of rent and utilities at the end of the 24-month period. This is not a *homeless* program, but rather an *affordable housing* program (at or below 80% Area Family Median Income) with special consideration given to people with disabilities, substance use disorders, and who may be experiencing homelessness. Approved households will be pay no more than 30% of their adjusted household income for rent and utilities.

**Evaluation:** N/A

**Financial Information:** N/A

**Implementation Schedule:** Immediately upon board approval



**Attachments:** see *Sample Household Commitment Contract* and *Sample Rental Coupon Contract*

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

NTBHA Strategic Visions
Vision #1 NTBHA 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

TEXAS DEPARTMENT OF HOUSING COMMUNITY AFFAIRS  
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)  
RESERVATION SYSTEM PARTICIPANT AGREEMENT  
ADMINISTRATOR AGREEMENT # [REDACTED] - [REDACTED]

WITH

[REDACTED],  
[REDACTED]

EXHIBIT A  
HOUSEHOLD COMMITMENT CONTRACT TEMPLATE

TEXAS DEPARTMENT OF HOUSING COMMUNITY AFFAIRS  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
HOUSEHOLD COMMITMENT CONTRACT FOR [HRA/HBA/CFDC/TBRA]

WITH

[REDACTED],  
[REDACTED]

CFDA 14.239 HOME INVESTMENT PARTNERSHIPS PROGRAM  
Awarding Federal Agency: U.S. Department of Housing and Urban Development  
Award Number: M- [REDACTED] -SG-48-0100  
Federal Award Year: 20  
Pass Through Entity: Texas Department of Housing and Community Affairs  
HUD Entity Type:  
TDHCA Award Year: 20  
Unique Entity Identifier Number:  
Single Family HOME Program Rule Adoption Date:

This HOME HOUSEHOLD COMMITMENT CONTRACT FOR  
[HRA/HBA/CFDC/TBRA] ("Contract") is made and entered into by and between  
[REDACTED], [REDACTED] ("Administrator") and TEXAS  
DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official  
agency of the State of Texas ("Department") herein collectively referred to as "Parties" in  
connection with the HOME Investment Partnerships Program Reservation System and  
Reservation System Participant Agreement # [REDACTED] executed by the Department and  
Administrator ("Administrator Agreement").

RECITALS

WHEREAS, Administrator wishes to make a Commitment of Funds to Qualified  
Household, as defined in Article I of this Contract, in accordance with and subject to all  
provisions of (1) the Administrator Agreement, as amended from time to time, (2) the HOME  
Investment Partnerships Act of 1990 (42 U.S.C. 12721-12839) (the "Federal Act"), (3)

applicable Federal and CPD Notices issued by HUD, (4) implementing regulations at 24, CFR Part 92, (5) Chapter 2306 of the Texas Government Code ("State Act"), (6) 10 TAC Chapter 20 *et seq* ("Single Family Programs Umbrella Rule") in effect at the time of the execution of this Contract, (7) 10 TAC Chapter 23 *et seq* ("Single Family HOME Program Rule") in effect at the time of the execution of this Contract, and (8) "Application and Application Submission Procedures Manual" as defined in the Administrator Agreement, (collectively, "Program Requirements");

WHEREAS, Administrator agrees and acknowledges that this Contract serves as a supplement to the Administrator Agreement and, by execution hereof, shall be subject to all terms and conditions of Administrator Agreement, as may be amended from time to time, unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, including the Recitals, which are contractual in nature, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

## **ARTICLE I** **QUALIFIED HOUSEHOLD**

Administrator has reviewed the income and all other documentation necessary for the household of [REDACTED] and [REDACTED] ("Qualified Household"). Administrator has verified that the Qualified Household meets the Program Requirements and the requirements of the Administrator Agreement, as may be amended from time to time.

## **ARTICLE II** **CONTRACT TERM**

### **Section 2.1 Contract Term**

#### **FOR HRA, CFD, HBA, and HBA/R**

A. This Contract shall be effective on the latter of the date executed by an authorized representative of the Department and the Administrator and shall remain in full force and effect for twelve (12) months and end on \_\_\_\_\_, 20\_\_\_\_ ("Contract Term"), unless earlier terminated or amended in accordance with the provisions herein.

#### **OR FOR TBRA**

A. This Contract shall be effective and authorize payment of the subsidy beginning on the first effective date of the rental coupon contract executed by the Administrator and the Qualified Household and shall remain in full force and effect until the end date of the rental coupon contract executed by the Administrator and the Qualified Household ("Contract Term"), unless earlier terminated or amended in accordance with the provisions herein. This Contract Term shall never exceed twenty-four (24) months.

B. Without limitation, this Contract shall be subject to the terms and conditions of the Administrator Agreement, as may be amended from time to time, and Program Requirements for the entire Contract Term regardless of the Term of Administrator Agreement.

### **ARTICLE III** **COMMITMENT OF FUNDS**

#### **Section 3.1 HOME Funds**

##### **FOR HBA, CFD, and HRA**

A. The Department shall make a Commitment of Funds to Administrator in an amount not to exceed [ ] AND NO/100 DOLLARS (\$[ ]) in Project funds and [ ] AND NO/100 DOLLARS ([ ]) in soft costs for [the acquisition and Rehabilitation and New Construction and Reconstruction and Refinancing] of the housing unit located at [ ] which [is owned or will be purchased] by Qualified Household and occupied as their primary residence in accordance with the Program Requirements.

##### **OR FOR TBRA**

The Department shall make a Commitment of Funds under the HOME Tenant-Based Rental Assistance Program to Administrator in an amount not to exceed [ ] AND NO/100 DOLLARS ([ ]) in Project funds and [ ] AND NO/100 DOLLARS ([ ]) in soft costs in accordance with the Program Requirements.

B. To the extent that funds are available, the Commitment of Funds shall be made in the Reservation System under the following set-aside:

- ☐ **Homeowner Rehabilitation Assistance ("HRA") Set-Aside [Contract #] (10 TAC §§23.30-32)**
- ☐ **Homebuyer Assistance ("HBA") Set-Aside [Contract #] (10 TAC §§23.40-42)**
- ☐ **Contract for Deed ("CFD") Set-Aside [Contract #] (10 TAC §§23.50-52)**
- ☐ **Tenant-Based Rental Assistance ("TBRA") Set-Aside [Contract #] (10 TAC §§23.60-62)**
- ☐ **Single-Family Programs for Persons with Disabilities ("PWD") Set-Aside including the following activities:**
  - ☐ **HBA [Contract #] (10 TAC §§23.40-42)**
  - ☐ **TBRA [Contract #] (10 TAC §§23.60-62)**
  - ☐ **HRA [Contract #] (10 TAC §§23.30-32)**
- ☐ **Disaster Relief Set-Aside including the following activities:**
  - ☐ **HBA [Contract #] (10 TAC §§23.40-42)**

☐ TBRA[Contract #] (10 TAC §§23.60-62)

☐ HRA #[Contract #] (10 TAC §§23.30-32)

C. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the amounts set forth in Subsection A of this Section 3.1.

D. Department's obligations under this Contract are contingent upon the actual receipt and availability by Department of adequate HOME federal funds. If sufficient funds are not available to fund this Contract, Department shall notify Administrator in writing within a reasonable time after such fact is determined and the Administrator shall immediately notify the Qualified Household. Department may then terminate this Contract and will not be liable for the failure to make any payment to Administrator under this Contract.

### **Section 3.2 Compliance with Federal, State, and Local Law**

A. Unless otherwise noted, Administrator shall comply with the Single Family Programs Umbrella Rule and the Single Family HOME Program Rule in effect at the time the Administrator applied for HOME funds.

B. Should the Federal or State Act change so that compliance with the applicable Single Family Programs Umbrella Rule and the Single Family HOME Program Rule is not possible, the Administrator shall comply with the applicable changes to the Federal and State Acts.

C. Commitments resulting from Reservations submitted under an RSP agreement will be subject to the provisions of Single Family HOME Program Rule in effect as of the date of submission of the Reservation by the Administrator.

## **ARTICLE IV** **LOAN/GRANT DOCUMENTS**

### **Section 4.1 Qualified Household Grants**

In the event Administrator qualifies a Qualified Household for a grant under the Program Requirements based upon a Qualified Household's information in the program application, Administrator agrees to the following:

A. Administrator will prepare the Grant Documents (as defined in the Administrator's Agreement) for the Qualified Household.

B. The Qualified Household shall execute the applicable Grant Documents (as defined in the Administrator's Agreement) for an amount in accordance with Section 3.1 of this Contract and the Program Requirements.

## **Section 4.2 Qualified Household Loans**

In the event Administrator qualifies a Qualified Household for a residential mortgage loan ("Qualified Household Mortgage Loan") under the Program Requirements based upon a Qualified Household's information in the program application, Administrator agrees to the following:

A. Administrator will require a Qualified Household to complete the loan application supplement to the program application, hereinafter referred to as "loan application".

B. Administrator will take the loan application of a Qualified Household applicant for a Qualified Household Mortgage Loan, originate the Qualified Household Mortgage Loan, , and conduct loan closings of the Qualified Household Mortgage Loan in accordance with the Section 5.3 of the Administrator's Agreement, the Mortgage Loan Disclosure Regulations, all applicable state and federal laws and regulations regarding the origination and closing of residential mortgage loans.

C. Administrator's failure to originate Qualified Household Mortgage Loans or conduct loan closings in accordance with all applicable state and federal laws and regulations will be deemed an event of default under this Contract.

D. Administrator expressly acknowledges that compliance with state and federal laws and regulations regarding residential mortgage loan origination, residential mortgage disclosures and residential mortgage loan closing is Administrator's responsibility, and the fact that Administrator or anyone acting on Administrator's behalf, either takes a residential mortgage loan application and submits it to the Department or prepares and delivers a mortgage disclosure to the Qualified Household and that the Department proceeds with closing of a loan does not in any manner constitute a finding, conclusion, or representation by the Department that the Administrator is in compliance with or exempt from such legal requirements.

## **ARTICLE V** **AMENDMENTS**

### **Section 5.1 Changes, Amendments and Extensions**

Except as specifically provided otherwise in this Contract, the Single Family Programs Umbrella Rule or the Single Family HOME Program Rule, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract in accordance with Section 20.14 of the Single Family Programs Umbrella Rule and shall comply with the extension requirements of Subchapter B of the Single Family HOME Program Rule.

### **Section 5.2 Changes and Amendments Required by Law**

Any changes, additions, or deletions to the terms of this Contract which are required by changes in federal or state law, or regulations, are automatically incorporated into this Contract and shall become effective on the date designated by such law or regulation without the

requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection B of Section 4.1 may be further evidenced in a written amendment.

**Section 5.3 Modifications to Qualified Household Mortgage Loan Documents**

If any amendment to this Contract affects the Qualified Household Mortgage Loan documents, the documents may be modified accordingly in accordance with Section 20.14 of the Single Family Umbrella Program Rules.

**Section 5.4 Facsimile Signatures**

A facsimile or electronic copy executed by both Parties will be sufficient to evidence the Parties' agreement to any amendment, revision or change to this Contract. If any Party returns this copy by facsimile machine or electronically, the signing party intends the copy of its authorized signature printed by the receiving machine, or the electronic copy, to be its original signature.

IN WITNESS WHEREOF, each of the Parties has executed this Contract as of the dates written below.

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS, a public and official agency  
of the State of Texas

By: \_\_\_\_\_  
Its duly authorized officer or representative

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

ADMINISTRATOR:

NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY, a political subdivision of the State of  
Texas

By: \_\_\_\_\_  
Carol Lucky, Chief Executive Officer

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



**RENTAL COUPON CONTRACT**  
*Tenant Based Rental Assistance (TBRA)*

**Administrator:**

**Contract/RSP Number:**

**Tenant Name:**

**Unit Address:**

**Number of Bedrooms:**

**Landlord Name:**

**Property Name:**

**Landlord Address:**

**Phone:**

This Rental Coupon Contract applies only to the above-referenced Tenant household and rental unit.

Assistance under the HOME Tenant-Based Rental Assistance (TBRA) program is not guaranteed. Assistance may be terminated if:

- At any re-examination Tenant's income is greater than the published income limit for the program; or
- Tenant is evicted from the assisted unit; or
- Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate; or
- Funding for the Administrator's HOME TBRA program is terminated.

In the event of termination of TBRA assistance, the Administrator will provide at least thirty (30) days notice to Tenant.

**Inspector's Certification:**

As authorized representative of the above-referenced Administrator, I hereby certify that the above-referenced rental unit has been inspected in accordance with requirements of Texas Department of Housing and Community Affairs (TDHCA) and the United States Department of Housing and Urban Development (HUD). The rental unit complies with Housing Quality Standards (HQS) and will provide a decent, safe, and sanitary living environment for Tenant. I further certify that all inspection documentation and HQS verifications are retained in Administrator's records in accordance with TDHCA requirements.

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Date of Inspection Approval



**RENTAL COUPON CONTRACT**  
*Tenant Based Rental Assistance (TBRA)*

**A. Term of Contract**

1. The term of this Rental Coupon Contract begins on \_\_\_\_/\_\_\_\_/\_\_\_\_ and ends on \_\_\_\_/\_\_\_\_/\_\_\_\_.

**B. Security Deposit**

1. Administrator will pay a Security Deposit to Landlord in the amount of \$ \_\_\_\_.
2. Landlord will hold this Security Deposit during the period in which Tenant occupies the rental unit under the Lease dated \_\_\_\_/\_\_\_\_/\_\_\_\_. Landlord will comply with state and local laws regarding interest earned on Security Deposits.
3. After Tenant has moved from the rental unit, Landlord may, subject to state and local law, use the Security Deposit, including any interest earned on the deposit in accordance with state and local laws, as reimbursement for rent or any other amounts payable by Tenant under the Lease. Landlord will give Tenant a written list of all items charged against the Security Deposit and the amount allocated to each item. After deducting the amount used as reimbursement to Landlord, Landlord will promptly refund the full amount of any remaining balance to Tenant.
4. Landlord will immediately notify Administrator when Tenant has moved from the rental unit.

**C. Utility Deposit**

1. Administrator will pay a Utility Deposit to the utility provider in the amount of \$ \_\_\_\_.
2. The utility provider will hold this Utility Deposit during the period in which Tenant occupies the rental unit under the Lease. After Tenant has moved from the rental unit, the utility provider may use the Utility Deposit as reimbursement for amounts owed to utility provider. After deducting the amounts owed, the utility provider will promptly refund the full amount of any remaining Utility Deposit balance to Tenant.

**D. Rent and Amounts Payable by Tenant and Administrator**

1. **Contract Rent:** The monthly rent payable to Landlord for the term of this Rental Coupon Contract is \$ \_\_\_\_.
2. **Rent Adjustments:** With no less than sixty (60) days notice to Tenant and Administrator, Landlord may propose a reasonable rent adjustment to be effective following termination of this Rental Coupon Contract. The proposed rent may be rejected by either Tenant or Administrator. Tenant may reject the proposed rent by providing both Landlord and Administrator with a written thirty (30) day Notice of Intent to Vacate. Administrator may reject the proposed rent by providing both Landlord and Tenant thirty (30) days notice of intent to terminate the Rental Coupon Contract.
3. **Tenant Payment:** Initially, and until such time as both Landlord and Tenant are notified by Contract Administrator, Tenant's share of the **Contract Rent** will be \$ \_\_\_\_.
4. **Utility Subsidy:** The monthly Utility Reimbursement determined for Tenant will be \$ \_\_\_\_.
5. **HOME Subsidy Payment to Landlord:** Initially, and until such time as both Landlord and Tenant are notified by Administrator, Contract Administrator's share of the Contract Rent (rent payable to landlord) subsidy will be \$ \_\_\_\_\_. Neither Administrator nor Texas Department of Housing and Community Affairs (TDHCA) nor the United States Department of Housing and Urban Development (HUD) assumes any obligation for Tenant's rent or for payment of any claim by Landlord against Tenant. Administrator's



## **RENTAL COUPON CONTRACT**

*Tenant Based Rental Assistance (TBRA)*

obligation is limited to making rental payments on behalf of Tenant in accordance with this Rental Coupon Contract.

6. **Payment Conditions.** The right of Landlord to receive payments under this Rental Coupon Contract will be subject to compliance with all the provisions of the Rental Coupon Contract. Landlord will be paid under this Rental Coupon Contract on or about the first day of the month for which the payment is due. Landlord agrees that the endorsement on the check will be conclusive evidence that Landlord received the full amount due for the month, and will be a certification that:

- (a) The rental unit is in decent, safe, and sanitary condition in compliance with Housing Quality Standards (HQS) and that Landlord is providing the services, maintenance, and utilities agreed to in the Lease; and
- (b) The Contract unit is leased to and occupied by Tenant; and
- (c) Landlord has not received and will not receive any payments as rent for the rental unit other than those identified in this Rental Coupon Contract; and
- (d) To the best of Landlord's knowledge, the unit is used solely as the principal place of residence of Tenant and his/her household.

### **E. Housing Quality Standards (HQS) and Landlord-Provided Services**

- 1. Landlord agrees to maintain and operate the rental unit and related facilities in decent, safe, and sanitary housing in accordance with 24 CFR Section 982.401, Housing Quality Standards (HQS), and provide all of the services, maintenance and utilities agreed to in the Lease.
- 2. Administrator and/or TDHCA will have the right to inspect the rental unit and related facilities at least annually and at such other times as may be necessary to ensure the unit is in decent, safe, and sanitary condition, and that it is in compliance with HQS, and that required maintenance, services and utilities are provided.
- 3. If Administrator and/or TDHCA determine that Landlord is not meeting these obligations, Administrator and/or TDHCA will have the right, even if Tenant continues in occupancy, to terminate payment of Administrator's share of the rent and/or terminate this Rental Coupon Contract.

### **F. Lead-Based Paint**

- 1. All housing constructed before 1978 is affected by Lead-Based Paint (LBP) regulations.
- 2. **Notification:** Landlord must provide notification to Tenant of potential lead hazards, identified lead hazards, and the result of lead hazard-reduction activities. Multiple notifications may be required. Landlord must provide to Tenant the HUD pamphlet "Protect Your Family From Lead in Your Home" (TDHCA Appendix A-16 Lead-Based Paint, available in English and Spanish).
- 3. **Disclosure:** Landlord must inform Tenant regarding presence (or non-presence) of lead-based paint by providing the HUD notice "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" (TDHCA Form 12.02 – Lessor Disclosure of Lead-Based Paint, available in English and Spanish) and obtaining Tenant's initials and signature(s) in the appropriate sections.

### **G. Termination of Tenancy**

- 1. Landlord may evict Tenant in accordance with applicable state and local laws. Landlord must notify Contract Administrator in writing when eviction proceedings are begun. Landlord will provide Administrator with a copy of the required notices to Tenant.

### **H. Fair Housing Requirements**



## **RENTAL COUPON CONTRACT**

*Tenant Based Rental Assistance (TBRA)*

1. Non-discrimination. Landlord will not, in the provision of services or in any other manner, discriminate against any person on the basis of race, color, national origin, religion, gender, handicap, or familial status. The obligation of Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, the United States Department of Housing and Urban Development, and Administrator, any of which will be entitled to effect any of the remedies available by law to redress any breach or to compel compliance by Landlord.
2. Cooperation in Quality Opportunity Compliance Reviews. Landlord will comply with Administrator, TDHCA, and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

### **I. Administrator and HUD Access to Landlord Records**

1. Landlord will provide any information pertinent to this Rental Coupon Contract which Administrator, TDHCA, or HUD may reasonably require.
2. Landlord will permit Administrator, TDHCA, or HUD (or any of their authorized representatives) to have access to the premises for purposes of audit and examination and to have access to any books, documents, papers and records of Landlord to the extent necessary to determine compliance with this Rental Coupon Contract.

### **J. Rights of Administrator if Landlord Breaches the Rental Coupon Contract**

1. Any of the following will constitute a breach of this Rental Coupon Contract:
  - (a) If Landlord has violated any obligation under this Rental Coupon Contract; or
  - (b) If Landlord has demonstrated any intention to violate any obligation under this Rental Coupon Contract; or
  - (c) If Landlord has committed any fraud or made any false statement in connection with this Rental Coupon Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program.
2. Administrator's rights and remedies under this Rental Coupon Contract include recovery of overpayments, termination or reduction of payments, and termination of the Rental Coupon Contract. If Administrator determines that a breach has occurred, Administrator may exercise any of its rights or remedies under this Rental Coupon Contract. Administrator will notify Landlord in writing of such determination including a brief statement of the reasons for the determination. The notice by Administrator to Landlord may require Landlord to take corrective action by a time prescribed in the notice.
3. Any remedies employed by Administrator in accordance with this Rental Coupon Contract will be effective as provided in a written notice by Administrator to Landlord. Administrator's exercise or non-exercise of any remedy will not constitute a waiver of the right to exercise that or any other right or remedy at any time

### **K. Administrator's Relation to Third Parties**

1. Administrator does not assume any responsibility for, or liability to, any person injured as a result of Landlord's action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by Landlord.
2. Landlord is not the agent of Administrator and this Rental Coupon Contract does not create any relationship between Administrator and any lender to Landlord or any suppliers, employees, contractors or subcontractors used by Landlord in connection with this Rental Coupon Contract.



**RENTAL COUPON CONTRACT**  
*Tenant Based Rental Assistance (TBRA)*

3. Nothing in this Rental Coupon Contract will be construed as creating any right of Tenant or a third-party (other than HUD) to enforce any provision of this Rental Coupon Contract or to assess any claim against HUD, Administrator, or Landlord under this Rental Coupon Contract.

**L. Conflict of Interest Provision**

1. No employee of Administrator who formulates policy or influences decisions with respect to the HOME TBRA program, and no public official or member of a governing body or state or local legislator who exercises his/her functions or responsibilities with respect to the HOME TBRA program, will have any direct or indirect interest during this person's tenure or for one year thereafter, in this Rental Coupon Contract or in any proceeds or benefits arising from the Rental Coupon Contract or to any benefits which may arise from it.

**M. Transfer of the Contract**

1. Landlord will not transfer this Rental Coupon Contract in any form.

**N. Entire Agreement: Interpretation**

1. This Rental Coupon Contract contains the entire agreement between Landlord and Administrator. No changes in this Rental Coupon Contract will be made except in writing signed by both Landlord and Administrator.
2. This Rental Coupon Contract will be interpreted and implemented in accordance with HUD requirements

**O. Warranty of Legal Capacity and Condition of Unit**

1. Landlord warrants:
  - (a) The rental unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109 and in compliance with HQS; and
  - (b) Landlord has the legal right to lease the dwelling unit covered by this Rental Coupon Contract during the Rental Coupon Contract term.
2. The party, if any, executing this Rental Coupon Contract on behalf of Landlord, hereby warrants that such authorization has been given by Landlord to execute it on behalf of Landlord.

**NOTICE TO TBRA APPLICANTS:**

- To be eligible to receive rental assistance through the HOME TBRA Program, Applicant must participate in a self-sufficiency program which is authorized and/or conducted by the Administrator.
- Rental assistance provided through the HOME TBRA Program is limited to a maximum of twenty-four (24) months per Rental Coupon Contract. Additional assistance may be available up to a lifetime maximum of sixty (60) months contingent on funding availability and household's placement on a Section 8 Housing Choice Voucher waiting list.

\_\_\_\_\_ (Applicant's Initials)



**RENTAL COUPON CONTRACT**  
*Tenant Based Rental Assistance (TBRA)*

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**Signature of Tenant**

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**Date**

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**Signature of Tenant**

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**Date**

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**Signature of Tenant**

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**Date**

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**Signature of Landlord**

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**Date**

---

**Signature of Administrator**

---

**Date**

**WARNING:** Title 18, Section 1001 of the U. S. Code provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than \$10,000 or imprisoned for not more than five years, or both.

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 473-2025 Approve New Appointees for the PNAC (Planning and Network Advisory Committee)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 New Appointees to the PNAC (Planning and Network Advisory Committee): Jason Lancaster, Sheila Lewellen, and Richard Michael.

**DONE IN OPEN MEETING** this the 10th day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

#### **AGENDA ITEM #23: Resolution 473-2025 Approve New Appointees to the PNAC (Planning and Network Advisory Committee)**

**Recommendation/Motion:** Approve Jason Lancaster, Sheila Lewellen, and Richard Michael for membership on the Planning and Network Advisory Committee (PNAC).

**Background:** Jason Lancaster, Sheila Lewellen, and Richard Michael work at the Association of Persons Affected by Addiction (APAA) and were nominated by Joe Powell, President and CEO of APAA, for membership on the PNAC.

#### **Planning and Network Advisory Committee (PNAC)**

##### **(From the HHSC Performance Contract Notebook)**

Through its local board, appoint, charge and support one or more Planning and Network Advisory Committees (PNACs) necessary to perform the committee's advisory functions, as follows:

- (1) The PNAC shall be composed of at least nine members, 50 percent of whom shall be clients or family members of clients, including family members of children or youth, or another composition approved by System Agency;
- (2) PNAC members shall be objective and avoid even the appearance of conflicts of interest in performing the responsibilities of the committee;
- (3) Contractor shall establish outcomes and reporting requirements for each PNAC;
- (4) Contractor shall ensure all PNAC members receive initial and ongoing training and information necessary to achieve expected outcomes. Contractor shall ensure that the PNAC receives training and information related to 25 TAC Chapter 412, Subchapter P (Provider Network Development) and that the PNAC is actively involved in the development of the Consolidated Local Service Plan and the Provider Network Development Plan;
- (5) Contractor shall ensure the PNAC has access to all information regarding total funds available through this Statement of Work for services in each program area and required performance targets and outcomes;
- (6) Contractor shall ensure the PNAC receives a written copy of the final annual budget and biennial plan for each program area as approved by Contractor's



Board of Trustees, and a written explanation of any variance from the PNAC's recommendations;

(7) Contractor shall ensure that the PNAC has access to and reports to Contractor's Board of Trustees at least quarterly on issues related to: the needs and priorities of the LSA; implementation of plans and contracts; and the PNAC's actions that respond to special assignments given to the PNAC by the local board;

(8) Contractor may develop alliances with other LMHA/LBHA's to form regional PNACs; and

(9) Contractor may develop a combined mental health and Intellectual and Developmental Disability (IDD) PNAC. If Contractor develops such a PNAC, the 50 percent client and family member representation shall consist of equal numbers of mental health and IDD clients and family members. Expanded membership may be necessary to ensure equal representation.

**Evaluation:** NA

**Financial Information:** NA

**Implementation Schedule:** Upon approval by the NTBHA Board

**Attachments:** PNAC applications from Jason Lancaster, Sheila Lewellen, and Richard Michael

**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



## Planning and Network Advisory Committee (PNAC) Application/Nomination Form

The North Texas Behavioral Health Authority (NTBHA) is accepting nominations of yourself or others for NTBHA Board appointment to its Planning and Network Advisory Committee (PNAC). This committee will be comprised of people with "lived experience," people who have received behavioral services, their family members, and community stakeholders who will objectively identify and report concerns as well as suggestions for improvements to our behavioral health system of care based on the needs of the community. Committee members will be provided training and information regarding the budget, program targets and outcomes. With assistance from NTBHA staff, the PNAC will be involved in the development of the Local Service Area Plan and the Provider Network Development Plan. Please tell us about yourself or your nominee:

Name: Jason Lancaster Address: 2330 Northwest Hwy #722  
City: Dallas, TX Zip Code: 75220 County: Dallas  
Phone (Home): 979-325-9018 (Work): 469-456-4268 (Cell): 945-227-7918  
Email address: LancasterJason7@gmail.com

Which of the following best describes yourself or your nominee?	Response
Person with "lived experience," family member, or someone who has received or is currently receiving behavioral health services?	<input checked="" type="radio"/> Yes / No
Community stakeholder?	<input checked="" type="radio"/> Yes / No
If you represent an agency or organization, which one?	<u>Apaa</u>
What days/hours are you available to meet monthly?	<u>M-F</u>

Describe your or your nominee's special qualities or interest in serving on the NTBHA PNAC: I have a big desire to support the community by sharing how awesome recovery can be if you put in the work

If nominated by a NTBHA provider or another agency, which one? Joe Powell (Apaa)  
Name of Nominator: Joe Powell Phone: 214-476-6066

Please submit this completed form to [drwtaylor@ntbha.org](mailto:drwtaylor@ntbha.org) for consideration. Thank you!

Update: 12/29/2021



## Planning and Network Advisory Committee (PNAC) Application/Nomination Form

The North Texas Behavioral Health Authority (NTBHA) is accepting nominations of yourself or others for NTBHA Board appointment to its Planning and Network Advisory Committee (PNAC). This committee will be comprised of people with "lived experience," people who have received behavioral services, their family members, and community stakeholders who will objectively identify and report concerns as well as suggestions for improvements to our behavioral health system of care based on the needs of the community. Committee members will be provided training and information regarding the budget, program targets and outcomes. With assistance from NTBHA staff, the PNAC will be involved in the development of the Local Service Area Plan and the Provider Network Development Plan. Please tell us about yourself or your nominee:

Name: Richard Michael Address: 817 Rodeo center Blvd  
 City: Mesquite, TX Zip Code: 75149 County: Dallas  
 Phone (Home): \_\_\_\_\_ (Work): 469-558-6669 (Cell): 214-270-9558  
 Email address: RichardMichael@APAArecovery.org

Which of the following best describes yourself or your nominee?	Response
Person with "lived experience," family member, or someone who has received or is currently receiving behavioral health services?	<input checked="" type="radio"/> Yes/ <input type="radio"/> No
Community stakeholder?	<input checked="" type="radio"/> Yes/ <input type="radio"/> No
If you represent an agency or organization, which one?	<u>APAA</u>
What days/hours are you available to meet monthly? <u>Monday - Friday 10:30 - 1:30</u>	

Describe your or your nominee's special qualities or interest in serving on the NTBHA PNAC: \_\_\_\_\_

I've dealt with anxiety and depression. I have lived experience with addiction

If nominated by a NTBHA provider or another agency, which one? APAA

Name of Nominator: Joe Powell Phone: 214 476 6066

Please submit this completed form to [drwtaylor@ntbha.org](mailto:drwtaylor@ntbha.org) for consideration. Thank you!

Update: 12/29/2021



## Planning and Network Advisory Committee (PNAC) Application/Nomination Form

The North Texas Behavioral Health Authority (NTBHA) is accepting nominations *of yourself or others* for NTBHA Board appointment to its Planning and Network Advisory Committee (PNAC). This committee will be comprised of people with "lived experience," people who have received behavioral services, their family members, and community stakeholders who will objectively identify and report concerns as well as suggestions for improvements to our behavioral health system of care based on the needs of the community. Committee members will be provided training and information regarding the budget, program targets and outcomes. With assistance from NTBHA staff, the PNAC will be involved in the development of the Local Service Area Plan and the Provider Network Development Plan. *Please tell us about yourself or your nominee:*

Name: Sheila Lewellen Address: 3318 Spencer St

City: Greenville, TX Zip Code: 75401 County: Hunt

Phone (Home): N/A (Work): 4694504394 (Cell): 2149712260

Email address: sheilalewellen@apaarecovery.org

<b>Which of the following best describes yourself <u>or</u> your nominee?</b>	<b>Response</b>
Person with "lived experience," family member, or someone who has received or is currently receiving behavioral health services?	Yes / No X
Community stakeholder?	Yes / No
If you represent an agency or organization, which one?	X - APAA
What days/hours are you available to meet monthly? <small>Any</small>	

Describe your or your nominee's special qualities or interest in serving on the NTBHA PNAC: \_\_\_\_\_

I am a Peer Specialist with APAA and sincerely enjoy supporting my peers, in addition to doing community outreach, to spread the news that we are  
\_\_\_\_\_

in the area and inform the community about what support and services that we offer. I have lived experience in both substance  
\_\_\_\_\_

use disorder and mental health and use this to relate to my peers and empathize with them on their recovery journey.  
\_\_\_\_\_

If nominated by a NTBHA provider or another agency, which one? APAA CEO

Name of Nominator: Joe Powell Phone: 2146342722

Please submit this completed form to [drwtaylor@ntbha.org](mailto:drwtaylor@ntbha.org) for consideration. Thank you!

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 474-2025 Ratify HHSC Construction Grant Program for Mental Health Facilities (Crisis Facility) for FY 2026—FY 2028 (HHSC Contract No. HHS001416000001)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 Construction Grant Program for Mental Health Facilities (Crisis Facility) for FY 2026—FY 2028 (HHSC Contract No. HHS001416000001).

**DONE IN OPEN MEETING,** this the 10<sup>th</sup> day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM # 24: Resolution 474-2025 Ratify HHSC Construction Grant Program for Mental Health Facilities (Crisis Facility) for FY2026 – FY2028. (HHSC Contract No. HHS001416000001)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Construction Grant Program for Mental Health Facilities for FY 2026 – FY 2028 (HHSC Contract No. HHS001416000001)

**Background:**

**This is a new contract with a total not-to-exceed amount of \$4,382,802.00 for FY 2025 – FY 2028. Matching funds of \$2,191,401.00 will be required.**

The purpose of this grant is to establish a one-time community mental health program for County-Based Community Collaboratives. System Agency is awarding funding to support the construction of the following facility types:

- 1) Jail Diversion;
- 2) Step-Down;
- 3) Permanent Supportive Housing;
- 4) Crisis Stabilization Unit; or
- 5) Crisis Respite Unit.

**Financial Information:**

The total amount of this Grant Agreement for the life of the contract is not to exceed **\$4,382,802**.

The Grantee is required to provide \$2,191,401 in matching funds for the life of the contract.

<b><u>FISCAL YEAR</u></b>	<b><u>HHSC SHARE</u></b>	<b><u>MATCH</u></b>	<b><u>TOTAL CV</u></b>
FY26-FY28	\$2,191,401.00	\$2,191,401.00	<b>\$4,382,802</b>

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

**Attachments:** 24. CMHG HHS001416000001 CGP-MHF FY25\_AustinStCenter\_\$438280200

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



### NTBHA Strategic Visions

**Vision #1 NTBHA 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. HHS001416000001  
UNDER THE  
CONSTRUCTION GRANT PROGRAM FOR MENTAL HEALTH FACILITIES**

The parties to this agreement (“Grant Agreement” or “Contract”) are the 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 is to establish a one-time community mental health program for County-Based Community Collaboratives. System Agency is awarding funding to support the construction of the following facility types:

- 1) Jail Diversion;
- 2) Step-Down;
- 3) Permanent Supportive Housing;
- 4) Crisis Stabilization Unit; or
- 5) Crisis Respite Unit.

**II. LEGAL AUTHORITY**

This Grant Agreement is authorized under Senate Bill 30, 88th Texas Legislature, Regular Session, 2023 (Article 3, Section 3.02 (a)(15)). All awards are subject to the availability of appropriated State funds and any modifications or additional requirements imposed by law.

**III. DURATION**

This Grant Agreement is effective on the signature date of the latter of the Parties to sign this agreement (“Effective Date”) and expires three years after the Effective Date of this agreement, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may extend this Grant Agreement up to two (2) additional years for a maximum of five (5) years.

**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**.

The RFA, including all addenda, is incorporated into and made a part of this Grant Agreement for all purposes and included as **Attachment H, Grantee Response to RFA No. HHS0014160**.

**V. BUDGET AND INDIRECT COST RATE**

The facility is located in a County, which has a population of two hundred fifty thousand (250,000) or more, and is required to contribute a match that is at least 100.00% of the Total State Funds awarded.

HHSC Grant Agreement, Contract No. HHS001416000001

Page 1 of 4

<b>Total Federal Funds:</b>	<b>0.00</b>
<b>Total State Funds:</b>	<b>\$2,191,401.00</b>
<b>Grantee's Matching Funds:</b>	<b>\$2,191,401.00</b>

The total amount of this Grant Agreement will not exceed \$4,382,802.00. This not-to-exceed amount includes Grantee's matching funds and Total State Funds.

All expenditures under the Grant Agreement will be in accordance with **Attachment B, Budget**. All expenditures will comply with **Attachment G, HHSC RFA No. HHS0014160, Section 5.3 Grant Funding Prohibitions**. No grant funds will be used to cover costs incurred prior to the Effective Date of this Grant Agreement.

Reimbursement of indirect costs is prohibited under this Grant Agreement.

#### **VI. REPORTING REQUIREMENTS**

Grantee shall comply with all reporting requirements as defined in **Attachment A, Statement of Work**, including submission of quarterly Financial Status Reports, quarterly Performance Reports, and fulfilling the Single Audit requirement, as applicable.

#### **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, Texas 75251  
clucky@ntbha.org

#### **VIII. NOTICE REQUIREMENTS**

- A. All notices given by Grantee shall be in writing, include the Grant Agreement 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. Legal Notices to System Agency must not be sent by email.
- 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.**

<b>ATTACHMENT A:</b>	<b>STATEMENT OF WORK</b>
<b>ATTACHMENT B:</b>	<b>BUDGET</b>
<b>ATTACHMENT C:</b>	<b>CONTRACT AFFIRMATIONS (VERSION 2.5)</b>
<b>ATTACHMENT D:</b>	<b>HHS UNIFORM TERMS AND CONDITIONS -- GRANT (VERSION 3.5)</b>
<b>ATTACHMENT E:</b>	<b>ADDITIONAL PROVISIONS (VERSION 1.0)</b>
<b>ATTACHMENT F:</b>	<b>TEXAS UNIFORM GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS WITH HHSC SUPPLEMENTARY GENERAL CONDITIONS (VERSION 2.2)</b>
<b>ATTACHMENT G:</b>	<b>HHSC RFA No. HHS0014160, INCLUDING ALL ADDENDA</b>
<b>ATTACHMENT H:</b>	<b>GRANTEE COMPLETE RESPONSE TO RFA No. HHS0014160</b>
<b>ATTACHMENT H-1:</b>	<b>PROJECT ADDENDUM</b>
<b>ATTACHMENT I:</b>	<b>PROJECT ATTESTATION AND AUTHORIZATION FORM</b>

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.

#### **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**

**HHSC Grant Agreement, Contract No. HHS001416000001**

**Page 3 of 4**

SIGNATURE PAGE FOR HHSC GRANT AGREEMENT,  
CONTRACT NO. HHS001416000001

HEALTH AND HUMAN SERVICES COMMISSION

NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY

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

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

Printed Name: Trina K. Ita

Printed Name: Carol Lucky

Title: Deputy Executive Commissioner, BHS

Title: CEO

Date of Signature: June 27, 2025

Date of Signature: June 27, 2025

## ATTACHMENT A STATEMENT OF WORK

### I. INTRODUCTION

North Texas Behavioral Health Authority (“Grantee”) is awarded a grant under the Construction Grant Program for Mental Health Facilities to establish a one-time community health program for County-Based Community Collaboratives supporting the construction of a Jail Diversion Facility, Step-Down Facility, and Crisis Respite Unit (“the facility”) located in Dallas County, as provided in Grantee’s proposal response to **Attachment H (Grantee Complete Response to RFA HHS0014160)**. This Grant Agreement is made pursuant to Senate Bill 30, 88th Texas Legislature, Regular Session, 2023 (Article 3, Section 3.02(a)(15)).

Section 3.02(a)(15) provides one hundred million dollars (\$100,000,000.00) from the general revenue fund for Strategy D.2.6., Community Mental Health Grant Programs. Grantee intends to use \$4,382,802.00 (\$2,191,401.00 State funds and \$631,401.00 in cash and \$1,560,000.00 in-kind match) to renovate 10,000 sq ft of the existing 30,000 sq ft building for use as a flexible use crisis facility.

### II. PROJECT OVERVIEW

A grant awarded under the program may only be used to construct jail diversion facilities, step-down facilities, permanent supportive housing, crisis stabilization units, and crisis respite units, not including office space. Grantee shall provide architectural, engineering, construction, and related services (“services”) required for Grantee to construct the facility. Services required may include, but are not limited to, architectural, environmental, civil, structural, plumbing, mechanical, and electrical engineering and will include managing the design and construction that includes preliminary design, preparation of construction documents, construction oversight and project administration and the closeout of the project, as well as the actual construction of the facility.

### III. ACKNOWLEDGMENT BY THE PARTIES

The Parties acknowledge the following:

- A. HHSC has no control over the means, methods, or sequencing of the project design or construction.
- B. HHSC is not a party to and has no control over the details of, nor has any administrative or supervisory role with regard to any contract between Grantee and Architect/Engineer Team (A/E Team) relating to the project design or construction with the sole and exclusive exceptions of (i) HHSC shall be named as an additional insured and named as an indemnitee as required herein, and (ii) HHSC shall approve all plans and specifications generated during each phase of the design for the construction of the facility according to the terms specified below in “Grantee’s Responsibilities.”
- C. HHSC is not a party to, and has no control over the details of, nor has any administrative or supervisory role with regard to any contract between Grantee and any contractor or construction manager relating to the project design or construction; provided, however, HHSC shall be named as an additional insured and named as an indemnitee as required herein.

## ATTACHMENT A STATEMENT OF WORK

### IV. GRANTEE RESPONSIBILITIES

- A. Grantee shall complete the facility's construction during the term of this Grant Agreement.
- B. The facility will serve individuals needing behavioral health services who have limited to no resources. Grantee will support individuals in the community and bridge service gaps by providing services in medically underserved areas or to medically underserved populations.
- C. The facility will serve populations from the following Texas County(ies): Dallas.
- D. Grantee will collaborate with community partners to address unmet needs to achieve efficiency, continuity, and effectiveness that one organization cannot achieve. Grantee must aim to maximize existing resources and avoid duplication of effort.
- E. If funds allocated and paid under this Grant Agreement, including Grantee's required match, are insufficient to complete construction of the facility, Grantee is responsible for all other funding necessary to complete facility construction or must provide an alternative construction plan to HHSC for prior written approval. No additional HHSC funds will be made available under this Grant Agreement.
- F. Any contract for construction shall expressly incorporate **Texas Uniform General Conditions for Construction Contracts with HHSC Supplementary General Conditions, Version 2.2 ("UGCs") (Attachment F)**. HHSC shall be named as an additional insured on any insurance policy required by (i) the UGCs or (ii) required by Grantee of any design professional or construction contractor relating to the construction. HHSC shall be named as an indemnitee for any indemnity required by (i) the UGCs or (ii) required by Grantee of any design professional or construction contractor relating to the construction.
- G. Grantee is responsible for all work performed under this Grant Agreement, including work performed by Grantee's contractors and their employees and any subcontractors and their employees.
- H. Grantee must obtain HHSC's written approval for all plans and specifications generated during each phase of the design for the construction ("plans and specifications"). HHSC will give due consideration to the purpose of, and Grantee's expected use of, the construction when determining approval of plans and specifications. HHSC's review of the plans and specifications shall be limited to a review for material and substantial errors and omissions. HHSC's approval, therefore, shall be based on the absence of material and substantial errors and omissions in HHSC's professional opinion; provided, however, the Parties agree that HHSC's approval of the plans and specifications is not a warranty or representation that the plans and specifications are free from material and substantial errors.

## ATTACHMENT A STATEMENT OF WORK

Grantee, and its contractors, must make their own independent judgment and determination as to whether the plans and specifications are free from any error or omission.

- I. Grantee acknowledges that HHSC will have the right to visit the project and view work in progress at any time. No actions taken or statements made by HHSC during site visits shall relieve Grantee of obligations described in this Grant Agreement. Contractors and Subcontractors shall acknowledge and adhere to this Grant Agreement at all times.
- J. Grantee shall utilize its best efforts when constructing real property and perform industry-standard levels of due diligence in areas to avoid owning a property that may not be suitable for the required levels of care.
- K. Grantee shall develop a project schedule which:
  1. Is suitable for monitoring the progress of the work;
  2. Includes reasonable detail to demonstrate appropriate planning for the work; and
  3. Presents a practical plan to complete the work within the Grant Agreement's term.
- L. Grantee shall comply with all local, state, and federal construction requirements.
- M. When constructing real property, Grantee shall ensure that project costs:
  1. Are reasonable;
  2. Comply specifically with provisions in Texas Comptroller of Public Accounts' Texas Grant Management Standards (TxGMS) as it relates to real property, equipment and other capital expenditures; and
  3. Comply with other applicable provisions within relevant Cost Principles of the TxGMS.
- N. Grantee may only use funds allocated and paid under this Grant Agreement, including Grantee's required match, to cover eligible costs. No grant funds may be used to cover costs incurred prior to the Effective Date of this Grant Agreement.
- O. Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with this Grant Agreement and maintain appropriate backup documentation to support the reports.
- P. Grantee will retain records in accordance with **Section 8.1 of Attachment D (HHS Uniform Terms and Conditions)** of the Grant Agreement to support contract expenditures and will make those records available for review or audit as required or requested by HHSC.
- Q. Grantee shall hold in trust real property, equipment and intangible property that have been acquired or improved with HHSC awarded funds for the beneficiaries of the project or program under which the property was improved. Grantee shall act as a trustee of real property, equipment and intangible property that have been acquired or improved with

## **ATTACHMENT A STATEMENT OF WORK**

HHSC awarded funds for the beneficiaries of the project or program under which the property was acquired or improved.

- R. Grantee shall record appropriate notices of record, to include Notice of State Interest, with the local County Clerk to indicate that personal or real property has been acquired or improved with HHSC awards, if requested by HHSC.
- S. Grantee shall ensure HHSC maintains an ongoing security interest in any real property or facilities constructed or improved with awarded funds unless otherwise agreed upon in writing or terminated by HHSC. If requested by HHSC, the security interest form to be filed and maintained with local County and with the Texas Secretary of State's Office will be provided to Grantee by HHSC. Grantee shall file the form with local County and with the Texas Secretary of State's Office until otherwise terminated in writing by HHSC.
- T. Grantee shall comply with the Americans with Disabilities Act (ADA) to accommodate those individuals who have physical limitations from a disability.
- U. Grantee must not use HHSC's name, logo, or other likeness in any press release, marketing material, or other announcement in a manner that expresses or implies HHSC's endorsement of Grantee or the project funded by the grant without HHSC's prior written approval. Additionally, Grantee is not authorized to make or participate in any media releases, public announcements, or publicly disseminate any information for the purpose of public, media, stakeholder, or community relations pertaining to the grant, the project, or this Grant Agreement without HHSC's prior written consent, provided such communications occur in accordance with a Communication Plan developed by Grantee and approved by HHSC (which consent shall not be unreasonably withheld), and then only in accordance with explicit written instruction from HHSC. "Publicly disseminate" as used in this Subsection shall mean the distribution of information as it relates to the grant, the project, or this Grant Agreement to any person, group of persons, or entities (i) who are not an employee or employees of either HHSC or Grantee, or (ii) who are not in contractual privity with either HHSC or Grantee for goods, services, or work related to the grant or the project (e.g., distribution of information to donors and supporters would be considered a "public dissemination" for which consent must be obtained).
- V. Grantee must provide notification to the HHSC-designated Contract Representative within 48 hours of all communications with, or inquiries from, the Texas Legislature or offices of other elected officials concerning the grant, the project, or this Grant Agreement.
- W. Grantee must coordinate HHSC participation at any ribbon cutting, topping, grand opening or other public events.

### **V. REPORTING REQUIREMENTS**

- A. HHSC will monitor performance requirements in this Statement of Work and compliance with the Grant Agreement's terms and conditions.

## ATTACHMENT A STATEMENT OF WORK

B. Grantee shall submit the following reports via electronic mail to [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us), with a copy to the HHSC-designated Contract Representative using the subject line format as follows: “[Grant Agreement Number] [Report Name] [Year] [Reporting Month/Quarter] - [Grantee Name]” (e.g., *HHS001416000001 Financial Status Report 2025Q1 – Construction Company, Inc.*).

C. Financial Status Report (FSR)

1. Grantee shall submit a Financial Status Report using the HHSC-approved template according to the schedule outlined in Table 1 below. All costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Grant Agreement.
2. Through submission of an FSR, Grantee certifies that (1) any applicable invoices have been reviewed to ensure all grant-funded purchases of goods or services have been completed, performed or delivered in accordance with this Grant Agreement; (2) all Grantee-performed services have been completed in compliance with the terms of this Grant Agreement; (3) that the amount of the FSR added to all previous approved FSRs does not exceed the maximum liability of funds allocated and paid, including Grantee’s required match, under this Grant Agreement; and (4) all expenses shown on the FSR are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of this Grant Agreement.

**Table 1**

Report	Reporting Periods	Due Date
Financial Status Report – Quarterly	Quarter 1: September 1 – November 30 Quarter 2: December 1 – February 28 Quarter 3: March 1 – May 31 Quarter 4: June 1 – August 31	The last day of each month following the quarter being reported.  (December 31, March 31, June 30, September 30)

D. Performance Report

1. In accordance with HHSC regulations and policies, Grantee’s performance will be evaluated during the life of this Contract through the Performance and Outcome Measures.
2. HHSC will monitor performance requirements in this Statement of Work and compliance with the Grant Agreement’s terms and conditions.
3. Grantee must regularly collect and maintain data that measures the performance and effectiveness of activities under this Grant Agreement. Grantee must submit the necessary information and documentation regarding all requirements, including reports and other deliverables, and is expected to report quarterly on the tasks outlined in Table 2, according to the schedule outlined Table 3 below:

ATTACHMENT A  
STATEMENT OF WORK

Table 2

Task and Purpose	Performance Standards														
Goals:	<div>1. Grantee provides architectural, engineering, and related services required for the design and construction.</div> <div>2. Grantee shall ensure project design complies with the requirements specified in Sections 3.02(a)(15) of SB30 (88th Texas Legislature, Regular Session, 2023)</div>														
Outputs:	<div>1. Grantee shall complete the project within the budget that was developed by the project team.</div> <div>2. Grantee manages the design and construction team to complete the project within the estimated timeline.</div> <div>3. Grantee manages project to meet the provided timeline:<table><tr><th>Task Name</th><th>Target Completion</th></tr><tr><td>Design Development</td><td>February 1, 2026</td></tr><tr><td>Construction Documents</td><td>April 15, 2026</td></tr><tr><td>Bidding</td><td>June 30, 2026</td></tr><tr><td>50% Completion</td><td>March 31, 2027</td></tr><tr><td>Substantial Completion</td><td>June 1, 2028</td></tr><tr><td>Completion/Certificate of Occupancy</td><td>July 1, 2028</td></tr></table></div>	Task Name	Target Completion	Design Development	February 1, 2026	Construction Documents	April 15, 2026	Bidding	June 30, 2026	50% Completion	March 31, 2027	Substantial Completion	June 1, 2028	Completion/Certificate of Occupancy	July 1, 2028
Task Name	Target Completion														
Design Development	February 1, 2026														
Construction Documents	April 15, 2026														
Bidding	June 30, 2026														
50% Completion	March 31, 2027														
Substantial Completion	June 1, 2028														
Completion/Certificate of Occupancy	July 1, 2028														
Measurable Outcome:	<div>1. Grantee delivers the project within the budget and within the project timeline without compromising the quality and scope of the project.</div> <div>2. Grantee delivers copies of any construction contracts, subcontracts and any amendments, attachments or addenda thereto, between Grantee and any design professional or Contractor or construction manager regarding the design or construction of the project.</div> <div>3. Upon completion of the project, Grantee will provide a certificate of occupation or certificate of completion.</div>														
Communication:	<div>1. Grantee consistently communicates with HHSC to ensure project is moving in the right direction.</div> <div>2. Grantee must promptly notify HHSC of any changes to the project, project specifications, or project timeline.</div> <div>3. Upon completion of the project, Grantee will provide a certificate of occupancy or certificate of completion.</div>														

## ATTACHMENT A STATEMENT OF WORK

<b>Contract Administration:</b>	<ol style="list-style-type: none"> <li>1. Grantee submits invoices timely and accurately.</li> <li>2. Grantee submits deliverables in a timely manner and meets all timelines per the contract.</li> </ol>
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**Table 3**

<b>Report</b>	<b>Reporting Periods</b>	<b>Due Date</b>
Performance Report – Quarterly	Quarter 1: September 1 – November 30 Quarter 2: December 1 – February 28 Quarter 3: March 1 – May 31 Quarter 4: June 1 – August 31	The last day of each month following the quarter being reported.  (December 31, March 31, June 30, September 30)

4. Grantee shall report on progress toward completion of the facility construction and other relevant information as determined by HHSC during the Grant Agreement's term. Grantee must be able to demonstrate the scope of services provided and their impact, quality, and levels of performance against approved goals, and that Grantee's activities and services effectively address and achieve the Grant Agreement's stated purpose.
5. Grantee shall provide the following information to HHSC for the sole purpose of ensuring that the grant funds are being used for their intended purpose:
  - i. Copies of any construction contracts, subcontracts and any amendments, attachments or addenda thereto, between Grantee and any design professional or Contractor or construction manager regarding the design or construction of the project; and
  - ii. A certificate of substantial completion when the facility is ready for occupancy or use.

### E. Single Audit Report

Grantee shall submit the following report if it meets the requirements provided in **Section 4.2 of Attachment D (HHS Uniform Terms and Conditions)** according to the schedule outlined Table 4 below.

**Table 4**

<b>Report</b>	<b>Reporting Periods</b>	<b>Due Date</b>
Audit Report – Annually	Grantee's Fiscal Year-End	Nine (9) months after the Grantee's fiscal year-end.

## VI. MILESTONES AND GRANT PAYMENT SCHEDULE

- A. HHSC will reimburse or advance Grantee for services or resources determined and invoiced pursuant to the terms and conditions of this Grant Agreement and the Project Milestone Draw Schedule listed below.

## ATTACHMENT A

### STATEMENT OF WORK

- B. All payments will be advanced pursuant to the Project milestones listed below. Notwithstanding anything to the contrary in this Grant Agreement, Grantee shall promptly refund HHSC for any advanced reimbursement made to Grantee, less any documented Grantee allowable expenses or contract payment obligations incurred or irrevocably committed as of Grantee's receipt of HHSC's written notice of termination or the Grant Agreement's termination date.
- C. All expenditures to be eligible under this Grant Agreement must be in accordance with the budget categories, amounts, and schedules set forth in Table 5 below, and within the terms and conditions of this Grant Agreement. Grantee shall submit a report documenting milestone completion before receiving the next corresponding advance payment. Funds will be released to Grantee on demonstrated completion of each of the following milestones and upon receipt by and approval by HHSC of an accurate and complete request for payment submitted by the Grantee:
- D. Per **Section 5.5 of Attachment H (Grantee Complete Response to RFA HHS0014160)**, HHSC will disperse a one-time initial advance payment of no more than ten percent (10%) of the Total State Funding awarded for eligible costs. HHSC will issue two additional payments for completion of construction milestones 2 and 3 noted in Table 5 below, and upon receipt by HHSC of an accurate and complete request for payment.
- E. To receive payment for completion of milestones 2 and 3 noted in Table 5 below, Grantee shall submit the State of Texas Purchase Voucher Form 4116 with supporting documentation reflecting completion of the milestone attached to the payment request to the Claims Processing Unit at HHSC\_AP@hhsc.state.tx.us, with a copy to [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us) and the HHSC-designated Contract Representative.
- F. 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>.
- G. Supporting documentation must include:
1. Name, address, and telephone number of Grantee;
  2. HHSC Contract Number and/or Purchase Order Number;
  3. Milestone(s) completed;
  4. Dates Milestone(s) were completed; and
  5. Total invoice amount.

**Table 5**

Milestone	Schedule of Release of Funds	Projected Completion Date
Within 30 calendar days of the effective date of the Grant Agreement.	Advance of \$219,140.00 for design and start-up costs for usual and customary architectural and engineering costs, including costs	Upon Receipt of Property Deed(s), Proving

## ATTACHMENT A STATEMENT OF WORK

	for surveys, soil sampling, and other necessary pre-design investigation activities.	Ownership
<p>Upon fully executed contracts between Grantee and Contractors for architectural and engineering services, and construction services; as well as all approvals by required aviation authorities to build on the land selected by the Grantee.</p> <p>Phases Included:</p> <p>All permitting from the Texas Commission on Environmental Quality, the Texas Department of Licensing and Regulation, and local jurisdictions, as applicable, to begin construction.</p> <p>Phase of Construction:</p> <ol style="list-style-type: none"> <li>1) Pre-Construction Phases <ol style="list-style-type: none"> <li>a) Schematic Design</li> <li>b) Design Development</li> <li>c) Construction Documents</li> <li>d) Contractor Bidding</li> </ol> </li> <li>2) 50% Construction Phase</li> </ol>	Advance of \$1,095,701.00 for construction-related costs for Phases of Pre-Construction and 50% Construction.	July 1, 2026
<p>Upon submission of Pre-Construction and 50% Construction phase completion and approval by HHSC.</p> <p>Phases Included:</p> <ol style="list-style-type: none"> <li>1) Substantial Completion Phase</li> <li>2) Final Completion Phase</li> </ol>	Advance of \$876,560.00 for remaining construction costs for Phases of Substantial Completion, Final Completion and issuance of Certificate of Occupancy	April 1, 2027

- F. If HHSC requests corrections to or additional information, documentation, or justification, Grantee must resubmit the grant payment request with all corrections and additions clearly indicated, and the date of submission updated with the resubmission date. HHSC may withhold grant payment or deduct from grant payment amounts it considers in good faith to not be within the scope of the Grant Agreement, until such time that HHSC, in its sole discretion, determines that the Grantee has provided additional information, documentation, or justification that supports or justifies the requested grant payment.

## ATTACHMENT A STATEMENT OF WORK

- G. HHSC reserves the right to verify the details outlined in Grantee's expenditure reporting by requesting additional information, documentation, or justification, including, but not limited to, inspecting any and all financial documentation at a mutually convenient time, or documentation that establishes that an activity has taken place or an expense has been incurred. Any revisions or grant fund repayment deemed necessary by HHSC will require the Grantee to provide appropriate documentation of the corrective action.
- H. All grant payment requests must be submitted by Grantee no later than 45 days after completion of the applicable milestone(s). Any payment requests submitted after that time may be rejected or reduced, whether the Grantee incurred the cost or not.
- I. All grant payment requests must be submitted to HHSC on or before August 31, 2028.

### VII. ADDITIONAL TERMS AND CONDITIONS

- A. Grantee must operate the facility established under this Grant Agreement for its intended purpose, as a locally controlled asset, as defined in the Texas Comptroller for Public Accounts, Fiscal Management Office, SPA Process Guide, until such construction has met depreciation guidelines established for buildings and building improvement suggested lives, or ten (10) years from the date the facility is operational, whichever is greater. The facility is "operational" as of the date the first client is admitted and is actively receiving services. However, if HHSC determines circumstances beyond the control of the Grantee, including but not limited to a change in state or federal law or regulation that materially frustrates the intended operation of the constructed facility, a natural disaster, or public health emergency, HHSC may necessitate such a change. After the expiration of ten (10) years, if Grantee determines that the facility is no longer needed for its originally authorized purpose or wants to change its purpose, Grantee must provide written notice to HHSC. HHSC agrees not to unreasonably withhold approval of such request to relinquish its interest in the facility and waive the use restrictions created by this Grant Agreement. Enforceability of this paragraph is subject to all such provisions of applicable law as may be amended during this Grant Agreement's term. This Section shall survive beyond the expiration of the Grant Agreement.
- B. If a change in state or federal law, regulation, policy, or policy interpretation occurs that materially changes or affects the intended operation constructed facility under this Grant Agreement, Grantee may request HHSC or System Agency to modify the Grant Agreement's terms to accommodate such change. Upon receipt of such request, HHSC or System Agency shall negotiate in good faith with the Grantee to explore the feasibility of modifying the Grant Agreement's terms to ensure the continued effective operation in accordance with the changed or affected legal or regulatory requirements. Any modification to the Grant Agreement's terms shall be subject to mutual agreement and shall be in writing.
- C. Grantee acknowledges that receipt of HHSC-awarded funds creates use restrictions under this Grant Agreement regarding the facility. Grantee agrees not to divest the State's interest

## ATTACHMENT A STATEMENT OF WORK

in the grant funds provided by HHSC as long as the facility is used for its originally authorized purpose.

- D. Grantee cannot sell or otherwise lease the constructed/improved facility to another entity without the express written approval of HHSC.
- E. If Grantee contracts, leases, or otherwise allows another entity to operate the facility, Grantee must require facility operation as stated above.
- F. If Grantee's final costs reported using the Financial Status Report outlined in Section V(C) above, at the end of the Grant Agreement's term as it exists or is otherwise renewed, extended, or terminated pursuant to Article III (Duration) of this Contract's signature page, are less than and the amounts reimbursed and advanced under this section, Grantee must reimburse HHSC the difference on or before the 45th day after the end of the Grant Agreement's term.
- G. Grantee will maintain a separate general ledger account for the grant funds. Interest earned from the funds may only be spent by the Grantee pursuant to the same terms of the grant funds provided.
- H. Grantee must expend all grant funds on or before August 31, 2029. Any unspent funding remaining after August 31, 2029, must be returned to HHSC as outlined under **Section 3.4 of Attachment D (HHS Uniform Terms and Conditions)**.

## VIII. REMEDIES

- A. 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 **Section 9.1 of Attachment D (HHS Uniform Terms and Conditions)**.
- B. If the quarterly performance reports indicate that construction of the facility will not be complete by the end of the Grant Agreement term, Grantee must submit a corrective action plan for approval by HHSC. Grantee must then submit monthly updates on Grantee's implementation of the corrective action plan until the construction schedule is no longer delayed. HHSC reserves the right to require additional corrective action plans and impose remedies if the performance reports indicate that completion of the facility will be delayed.
- C. In addition to all other remedies available to the State of Texas or HHSC, whether under this Grant Agreement or otherwise provided by law, if Grantee fails to construct the facility, then Grantee shall reimburse all funding provided to Grantee under this Grant Agreement. The requirements of this Section VIII (C) shall survive beyond the expiration of this Grant Agreement.

## **ATTACHMENT A STATEMENT OF WORK**

### **IX. NON-STANDARD TERMS**

- A. Grantee is a political subdivision of the State of Texas and Grantee's indemnities are limited to the extent as allowed by Texas law.
- B. In no event shall Grantee be deemed to have waived any immunity, defense or liability cap available to it by applicable law.
- C. Grantee shall maintain required insurance coverage through any self-insured plan and will require subcontractors to fulfill System Agency's requirements as regards acquiring and maintaining mandated coverage requirements.

## ATTACHMENT B

### BUDGET

#### I. Funding Source: State General Revenue

#### II. Budget Allocation Table

Budget Categories		Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds <small>Check if Cash Match</small>	Other Funds <small>Check if Cash Match</small>	Local Funding Sources <small>Check if Cash Match</small>	In-Kind Match
A.	Personnel	\$0			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$0
B.	Fringe Benefits	\$0						\$0
C.	Travel	\$0						\$0
D.	Equipment	\$0						\$0
E.	Supplies	\$0						\$0
F.	Contractual	\$2,822,802	\$2,191,401				\$631,401	\$0
G.	Other	\$1,560,000						\$1,560,000
H.	Total Direct Costs	\$4,382,802	\$2,191,401	\$0	\$0	\$0	\$631,401	\$1,560,000
I.	Indirect Costs	\$0						\$0
J.	Total (Sum of H and I)	\$4,382,802	\$2,191,401	\$0	\$0	\$0	\$631,401	\$1,560,000
K.	Program Income - Projected Earnings		\$0	\$0	\$0	\$0	\$0	\$0

## RESOLUTION

### NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 475-2025 Ratify HHSC Construction Grant Program for Mental Health Facilities (Housing) for FY 2026—FY 2028 (HHSC Contract No. HHS001416000015)

**DATE:** September 10, 2025

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of September 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 Construction Grant Program for Mental Health Facilities (Crisis Facility) for FY 2026—FY 2028 (HHSC Contract No. HHS001416000015).

**DONE IN OPEN MEETING,** this the 10<sup>th</sup> day of September 2025.

Recommended by:

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

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



## **BOARD OF DIRECTORS MEETING**

### **Summary**

**DATE: September 10, 2025**

**AGENDA ITEM #25: Resolution 475-2025 Ratify HHSC Construction Grant Program for Mental Health Facilities (Housing) for FY2026 – FY2028. (HHSC Contract No. HHS001416000015)**

**Recommendation/Motion:** Ratify the signature of the CEO on the HHSC Construction Grant Program for Mental Health Facilities (Housing) for FY2026 – FY2028 (HHSC Contract No. HHS001416000015)

**Background:**

**This is a new contract with a total not-to-exceed amount of \$10,500,000.00 for FY 2025 – FY 2028. Matching funds of \$5,250,000.00 will be required.**

The purpose of this grant is to establish a one-time community mental health program for County-Based Community Collaboratives. System Agency is awarding funding to support the construction of the following facility types:

- 1) Jail Diversion;
- 2) Step-Down;
- 3) Permanent Supportive Housing;
- 4) Crisis Stabilization Unit; or
- 5) Crisis Respite Unit.

**Financial Information:**

The total amount of this Grant Agreement for the life of the contract is not to exceed **\$10,500,000**.

The Grantee is required to provide \$5,250,000 in matching funds for the life of the contract.

<b><u>FISCAL YEAR</u></b>	<b><u>HHSC SHARE</u></b>	<b><u>MATCH</u></b>	<b><u>TOTAL CV</u></b>
FY26-FY28	\$5,250,000.00	\$5,250,000.00	<b>\$10,500,000</b>

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

**Attachments:** 25. CMHG HHS001416000015 CGP-MHF FY25\_Metrocare\_\$1050000000

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



### NTBHA Strategic Visions

**Vision #1 NTBHA 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. HHS001416000015  
UNDER THE  
CONSTRUCTION GRANT PROGRAM FOR MENTAL HEALTH FACILITIES**

The parties to this agreement (“Grant Agreement” or “Contract”) are the 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 is to establish a one-time community mental health program for County-Based Community Collaboratives. System Agency is awarding funding to support the construction of the following facility types:

- 1) Jail Diversion;
- 2) Step-Down;
- 3) Permanent Supportive Housing;
- 4) Crisis Stabilization Unit; or
- 5) Crisis Respite Unit.

**II. LEGAL AUTHORITY**

This Grant Agreement is authorized under Senate Bill 30, 88th Texas Legislature, Regular Session, 2023 (Article 3, Section 3.02 (a)(15)). All awards are subject to the availability of appropriated State funds and any modifications or additional requirements imposed by law.

**III. DURATION**

This Grant Agreement is effective on the signature date of the latter of the Parties to sign this agreement (“Effective Date”) and expires three years after the Effective Date of this agreement, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may extend this Grant Agreement up to two (2) additional years for a maximum of five (5) years.

**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**.

The RFA, including all addenda, is incorporated into and made a part of this Grant Agreement for all purposes and included as **Attachment H, Grantee Response to RFA No. HHS0014160**.

**V. BUDGET AND INDIRECT COST RATE**

The facility is located in a County, which has a population of two hundred fifty thousand (250,000) or more, and is required to contribute a match that is at least 100.00% of the Total State Funds awarded.

HHSC Grant Agreement, Contract No. HHS001416000015

Page 1 of 4

<b>Total Federal Funds:</b>	<b>0.00</b>
<b>Total State Funds:</b>	<b>\$5,250,000.00</b>
<b>Grantee's Matching Funds:</b>	<b>\$5,250,000.00</b>

The total amount of this Grant Agreement will not exceed \$10,500,000.00. This not-to-exceed amount includes Grantee's matching funds and Total State Funds.

All expenditures under the Grant Agreement will be in accordance with **Attachment B, Budget**. All expenditures will comply with **Attachment G, HHSC RFA No. HHS0014160, Section 5.3 Grant Funding Prohibitions**. No grant funds will be used to cover costs incurred prior to the Effective Date of this Grant Agreement.

Reimbursement of indirect costs is prohibited under this Grant Agreement.

#### **VI. REPORTING REQUIREMENTS**

Grantee shall comply with all reporting requirements as defined in **Attachment A, Statement of Work**, including submission of quarterly Financial Status Reports, quarterly Performance Reports, and fulfilling the Single Audit requirement, as applicable.

#### **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, Texas 75251  
clucky@ntbha.org

#### **VIII. NOTICE REQUIREMENTS**

- A. All notices given by Grantee shall be in writing, include the Grant Agreement 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. Legal Notices to System Agency must not be sent by email.
- 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.**

<b>ATTACHMENT A:</b>	<b>STATEMENT OF WORK</b>
<b>ATTACHMENT B:</b>	<b>BUDGET</b>
<b>ATTACHMENT C:</b>	<b>CONTRACT AFFIRMATIONS (VERSION 2.5)</b>
<b>ATTACHMENT D:</b>	<b>HHS UNIFORM TERMS AND CONDITIONS -- GRANT (VERSION 3.5)</b>
<b>ATTACHMENT E:</b>	<b>ADDITIONAL PROVISIONS (VERSION 1.0)</b>
<b>ATTACHMENT F:</b>	<b>TEXAS UNIFORM GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS WITH HHSC SUPPLEMENTARY GENERAL CONDITIONS (VERSION 2.2)</b>
<b>ATTACHMENT G:</b>	<b>HHSC RFA No. HHS0014160, INCLUDING ALL ADDENDA</b>
<b>ATTACHMENT H:</b>	<b>GRANTEE COMPLETE RESPONSE TO RFA No. HHS0014160</b>
<b>ATTACHMENT I:</b>	<b>PROJECT ATTESTATION AND AUTHORIZATION FORM</b>

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.

#### **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**

**HHSC Grant Agreement, Contract No. HHS001416000015**

**Page 3 of 4**

**SIGNATURE PAGE FOR HHSC GRANT AGREEMENT,  
CONTRACT NO. HHS001416000015**

**HEALTH AND HUMAN SERVICES COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

By:  \_\_\_\_\_  
8800C1CFC2104C3

By:  \_\_\_\_\_  
ACEA802CE93146E

Printed Name: Trina K. Ita

Printed Name: Carol Lucky

Title: Deputy Executive Commissioner, BHS

Title: CEO

Date of Signature: June 27, 2025

Date of Signature: June 27, 2025

## ATTACHMENT A STATEMENT OF WORK

### I. INTRODUCTION

North Texas Behavioral Health Authority (“Grantee”) is awarded a grant under the Construction Grant Program for Mental Health Facilities to establish a one-time community health program for County-Based Community Collaboratives supporting the construction of a Permanent Supportive Housing Facility (“the facility”) located in Dallas County, as provided in Grantee’s proposal response to **Attachment H (Grantee Complete Response to RFA HHS0014160)**. This Grant Agreement is made pursuant to Senate Bill 30, 88th Texas Legislature, Regular Session, 2023 (Article 3, Section 3.02(a)(15)).

Section 3.02(a)(15) provides one hundred million dollars (\$100,000,000.00) from the general revenue fund for Strategy D.2.6., Community Mental Health Grant Programs. Grantee intends to use \$10,500,000.00 (\$5,250,000.00 of State funds and \$5,250,000.00 cash match) to construct a mix of efficiency and two-bedroom permanent supportive housing units.

### II. PROJECT OVERVIEW

A grant awarded under the program may only be used to construct jail diversion facilities, step-down facilities, permanent supportive housing, crisis stabilization units, and crisis respite units, not including office space. Grantee shall provide architectural, engineering, construction, and related services (“services”) required for Grantee to construct the facility. Services required may include, but are not limited to, architectural, environmental, civil, structural, plumbing, mechanical, and electrical engineering and will include managing the design and construction that includes preliminary design, preparation of construction documents, construction oversight and project administration and the closeout of the project, as well as the actual construction of the facility.

### III. ACKNOWLEDGMENT BY THE PARTIES

The Parties acknowledge the following:

- A. HHSC has no control over the means, methods, or sequencing of the project design or construction.
- B. HHSC is not a party to and has no control over the details of, nor has any administrative or supervisory role with regard to any contract between Grantee and Architect/Engineer Team (A/E Team) relating to the project design or construction with the sole and exclusive exceptions of (i) HHSC shall be named as an additional insured and named as an indemnitee as required herein, and (ii) HHSC shall approve all plans and specifications generated during each phase of the design for the construction of the facility according to the terms specified below in “Grantee’s Responsibilities.”
- C. HHSC is not a party to, and has no control over the details of, nor has any administrative or supervisory role with regard to any contract between Grantee and any contractor or construction manager relating to the project design or construction; provided, however, HHSC shall be named as an additional insured and named as an indemnitee as required herein.

## ATTACHMENT A STATEMENT OF WORK

### IV. GRANTEE RESPONSIBILITIES

- A. Grantee shall complete the facility's construction during the term of this Grant Agreement.
- B. The facility will serve individuals needing behavioral health services who have limited to no resources. Grantee will support individuals in the community and bridge service gaps by providing services in medically underserved areas or to medically underserved populations.
- C. The facility will serve populations from the following Texas County(ies): Dallas.
- D. Grantee will collaborate with community partners to address unmet needs to achieve efficiency, continuity, and effectiveness that one organization cannot achieve. Grantee must aim to maximize existing resources and avoid duplication of effort.
- E. If funds allocated and paid under this Grant Agreement, including Grantee's required match, are insufficient to complete construction of the facility, Grantee is responsible for all other funding necessary to complete facility construction or must provide an alternative construction plan to HHSC for prior written approval. No additional HHSC funds will be made available under this Grant Agreement.
- F. Any contract for construction shall expressly incorporate **Texas Uniform General Conditions for Construction Contracts with HHSC Supplementary General Conditions, Version 2.2 ("UGC's") (Attachment F)**. HHSC shall be named as an additional insured on any insurance policy required by (i) the UGCs or (ii) required by Grantee of any design professional or construction contractor relating to the construction. HHSC shall be named as an indemnitee for any indemnity required by (i) the UGCs or (ii) required by Grantee of any design professional or construction contractor relating to the construction.
- G. Grantee is responsible for all work performed under this Grant Agreement, including work performed by Grantee's contractors and their employees and any subcontractors and their employees.
- H. Grantee must obtain HHSC's written approval for all plans and specifications generated during each phase of the design for the construction ("plans and specifications"). HHSC will give due consideration to the purpose of, and Grantee's expected use of, the construction when determining approval of plans and specifications. HHSC's review of the plans and specifications shall be limited to a review for material and substantial errors and omissions. HHSC's approval, therefore, shall be based on the absence of material and substantial errors and omissions in HHSC's professional opinion; provided, however, the Parties agree that HHSC's approval of the plans and specifications is not a warranty or representation that the plans and specifications are free from material and substantial errors. Grantee, and its contractors, must make their own independent judgment and determination as to whether the plans and specifications are free from any error or omission.

## ATTACHMENT A STATEMENT OF WORK

- I. Grantee acknowledges that HHSC will have the right to visit the project and view work in progress at any time. No actions taken or statements made by HHSC during site visits shall relieve Grantee of obligations described in this Grant Agreement. Contractors and Subcontractors shall acknowledge and adhere to this Grant Agreement at all times.
- J. Grantee shall utilize its best efforts when constructing real property and perform industry-standard levels of due diligence in areas to avoid owning a property that may not be suitable for the required levels of care.
- K. Grantee shall develop a project schedule which:
  - 1. Is suitable for monitoring the progress of the work;
  - 2. Includes reasonable detail to demonstrate appropriate planning for the work; and
  - 3. Presents a practical plan to complete the work within the Grant Agreement's term.
- L. Grantee shall comply with all local, state, and federal construction requirements.
- M. When constructing real property, Grantee shall ensure that project costs:
  - 1. Are reasonable;
  - 2. Comply specifically with provisions in Texas Comptroller of Public Accounts' Texas Grant Management Standards (TxGMS) as it relates to real property, equipment and other capital expenditures; and
  - 3. Comply with other applicable provisions within relevant Cost Principles of the TxGMS.
- N. Grantee may only use funds allocated and paid under this Grant Agreement, including Grantee's required match, to cover eligible costs. No grant funds may be used to cover costs incurred prior to the Effective Date of this Grant Agreement.
- O. Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with this Grant Agreement and maintain appropriate backup documentation to support the reports.
- P. Grantee will retain records in accordance with **Section 8.1 of Attachment D (HHS Uniform Terms and Conditions)** of the Grant Agreement to support contract expenditures and will make those records available for review or audit as required or requested by HHSC.
- Q. Grantee shall hold in trust real property, equipment and intangible property that have been acquired or improved with HHSC awarded funds for the beneficiaries of the project or program under which the property was improved. Grantee shall act as a trustee of real property, equipment and intangible property that have been acquired or improved with HHSC awarded funds for the beneficiaries of the project or program under which the property was acquired or improved.

## ATTACHMENT A STATEMENT OF WORK

- R. Grantee shall record appropriate notices of record, to include Notice of State Interest, with the local County Clerk to indicate that personal or real property has been acquired or improved with HHSC awards, if requested by HHSC.
- S. Grantee shall ensure HHSC maintains an ongoing security interest in any real property or facilities constructed or improved with awarded funds unless otherwise agreed upon in writing or terminated by HHSC. If requested by HHSC, the security interest form to be filed and maintained with local County and with the Texas Secretary of State's Office will be provided to Grantee by HHSC. Grantee shall file the form with local County and with the Texas Secretary of State's Office until otherwise terminated in writing by HHSC.
- T. Grantee shall comply with the Americans with Disabilities Act (ADA) to accommodate those individuals who have physical limitations from a disability.
- U. Grantee must not use HHSC's name, logo, or other likeness in any press release, marketing material, or other announcement in a manner that expresses or implies HHSC's endorsement of Grantee or the project funded by the grant without HHSC's prior written approval. Additionally, Grantee is not authorized to make or participate in any media releases, public announcements, or publicly disseminate any information for the purpose of public, media, stakeholder, or community relations pertaining to the grant, the project, or this Grant Agreement without HHSC's prior written consent, provided such communications occur in accordance with a Communication Plan developed by Grantee and approved by HHSC (which consent shall not be unreasonably withheld), and then only in accordance with explicit written instruction from HHSC. "Publicly disseminate" as used in this Subsection shall mean the distribution of information as it relates to the grant, the project, or this Grant Agreement to any person, group of persons, or entities (i) who are not an employee or employees of either HHSC or Grantee, or (ii) who are not in contractual privity with either HHSC or Grantee for goods, services, or work related to the grant or the project (*e.g.*, distribution of information to donors and supporters would be considered a "public dissemination" for which consent must be obtained).
- V. Grantee must provide notification to the HHSC-designated Contract Representative within 48 hours of all communications with, or inquiries from, the Texas Legislature or offices of other elected officials concerning the grant, the project, or this Grant Agreement.
- W. Grantee must coordinate HHSC participation at any ribbon cutting, topping, grand opening or other public events.

### V. REPORTING REQUIREMENTS

- A. HHSC will monitor performance requirements in this Statement of Work and compliance with the Grant Agreement's terms and conditions.
- B. Grantee shall submit the following reports via electronic mail to

## ATTACHMENT A STATEMENT OF WORK

[MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us), with a copy to the HHSC-designated Contract Representative using the subject line format as follows: “[Grant Agreement Number] [Report Name] [Year] [Reporting Month/Quarter] - [Grantee Name]” (e.g., HHS001416000015 Financial Status Report 2025Q1 – Construction Company, Inc.).

### C. Financial Status Report (FSR)

1. Grantee shall submit a Financial Status Report using the HHSC-approved template according to the schedule outlined in Table 1 below. All costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Grant Agreement.
2. Through submission of an FSR, Grantee certifies that (1) any applicable invoices have been reviewed to ensure all grant-funded purchases of goods or services have been completed, performed or delivered in accordance with this Grant Agreement; (2) all Grantee-performed services have been completed in compliance with the terms of this Grant Agreement; (3) that the amount of the FSR added to all previous approved FSRs does not exceed the maximum liability of funds allocated and paid, including Grantee’s required match, under this Grant Agreement; and (4) all expenses shown on the FSR are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of this Grant Agreement.

**Table 1**

Report	Reporting Periods	Due Date
Financial Status Report – Quarterly	Quarter 1: September 1 – November 30  Quarter 2: December 1 – February 28  Quarter 3: March 1 – May 31  Quarter 4: June 1 – August 31	The last day of each month following the quarter being reported.  (December 31, March 31, June 30, September 30)

### D. Performance Report

1. In accordance with HHSC regulations and policies, Grantee’s performance will be evaluated during the life of this Contract through the Performance and Outcome Measures.
2. HHSC will monitor performance requirements in this Statement of Work and compliance with the Grant Agreement’s terms and conditions.
3. Grantee must regularly collect and maintain data that measures the performance and effectiveness of activities under this Grant Agreement. Grantee must submit the necessary information and documentation regarding all requirements, including reports and other deliverables, and is expected to report quarterly on the tasks outlined in Table 2, according to the schedule outlined Table 3 below:

## ATTACHMENT A STATEMENT OF WORK

Table 2

Task and Purpose	Performance Standards														
<b>Goals:</b>	<ol style="list-style-type: none"> <li>1. Grantee provides architectural, engineering, and related services required for the design and construction.</li> <li>2. Grantee shall ensure project design complies with the requirements specified in Sections 3.02(a)(15) of SB30 (88th Texas Legislature, Regular Session, 2023)</li> </ol>														
<b>Outputs:</b>	<ol style="list-style-type: none"> <li>1. Grantee shall complete the project within the budget that was developed by the project team.</li> <li>2. Grantee manages the design and construction team to complete the project within the estimated timeline.</li> <li>3. Grantee manages project to meet the provided timeline: <table border="1"> <thead> <tr> <th>Task Name</th><th>Target Completion</th></tr> </thead> <tbody> <tr> <td>Design Development</td><td>November 1, 2025</td></tr> <tr> <td>Construction Documents</td><td>January 15, 2026</td></tr> <tr> <td>Bidding</td><td>July 31, 2026</td></tr> <tr> <td>50% Completion</td><td>May 31, 2027</td></tr> <tr> <td>Substantial Completion</td><td>January 1, 2028</td></tr> <tr> <td>Completion/Certificate of Occupancy</td><td>January 30, 2028</td></tr> </tbody> </table> </li> </ol>	Task Name	Target Completion	Design Development	November 1, 2025	Construction Documents	January 15, 2026	Bidding	July 31, 2026	50% Completion	May 31, 2027	Substantial Completion	January 1, 2028	Completion/Certificate of Occupancy	January 30, 2028
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<b>Measurable Outcome:</b>	<ol style="list-style-type: none"> <li>1. Grantee delivers the project within the budget and within the project timeline without compromising the quality and scope of the project.</li> <li>2. Grantee delivers copies of any construction contracts, subcontracts and any amendments, attachments or addenda thereto, between Grantee and any design professional or Contractor or construction manager regarding the design or construction of the project.</li> <li>3. Upon completion of the project, Grantee will provide a certificate of occupation or certificate of completion.</li> </ol>														
<b>Communication:</b>	<ol style="list-style-type: none"> <li>1. Grantee consistently communicates with HHSC to ensure project is moving in the right direction.</li> <li>2. Grantee must promptly notify HHSC of any changes to the project, project specifications, or project timeline.</li> <li>3. Upon completion of the project, Grantee will provide a certificate of occupancy or certificate of completion.</li> </ol>														

## ATTACHMENT A STATEMENT OF WORK

<b>Contract Administration:</b>	<ol style="list-style-type: none"> <li>1. Grantee submits invoices timely and accurately.</li> <li>2. Grantee submits deliverables in a timely manner and meets all timelines per the contract.</li> </ol>
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**Table 3**

<b>Report</b>	<b>Reporting Periods</b>	<b>Due Date</b>
Performance Report – Quarterly	Quarter 1: September 1 – November 30 Quarter 2: December 1 – February 28 Quarter 3: March 1 – May 31 Quarter 4: June 1 – August 31	The last day of each month following the quarter being reported.  (December 31, March 31, June 30, September 30)

4. Grantee shall report on progress toward completion of the facility construction and other relevant information as determined by HHSC during the Grant Agreement's term. Grantee must be able to demonstrate the scope of services provided and their impact, quality, and levels of performance against approved goals, and that Grantee's activities and services effectively address and achieve the Grant Agreement's stated purpose.
5. Grantee shall provide the following information to HHSC for the sole purpose of ensuring that the grant funds are being used for their intended purpose:
  - i. Copies of any construction contracts, subcontracts and any amendments, attachments or addenda thereto, between Grantee and any design professional or Contractor or construction manager regarding the design or construction of the project; and
  - ii. A certificate of substantial completion when the facility is ready for occupancy or use.

### E. Single Audit Report

Grantee shall submit the following report if it meets the requirements provided in **Section 4.2 of Attachment D (HHS Uniform Terms and Conditions)** according to the schedule outlined Table 4 below.

**Table 4**

<b>Report</b>	<b>Reporting Periods</b>	<b>Due Date</b>
Audit Report – Annually	Grantee's Fiscal Year-End	Nine (9) months after the Grantee's fiscal year-end.

## VI. MILESTONES AND GRANT PAYMENT SCHEDULE

- A. HHSC will reimburse or advance Grantee for services or resources determined and invoiced pursuant to the terms and conditions of this Grant Agreement and the Project Milestone Draw Schedule listed below.

## ATTACHMENT A

### STATEMENT OF WORK

- B. All payments will be advanced pursuant to the Project milestones listed below. Notwithstanding anything to the contrary in this Grant Agreement, Grantee shall promptly refund HHSC for any advanced reimbursement made to Grantee, less any documented Grantee allowable expenses or contract payment obligations incurred or irrevocably committed as of Grantee's receipt of HHSC's written notice of termination or the Grant Agreement's termination date.
- C. All expenditures to be eligible under this Grant Agreement must be in accordance with the budget categories, amounts, and schedules set forth in Table 5 below, and within the terms and conditions of this Grant Agreement. Grantee shall submit a report documenting milestone completion before receiving the next corresponding advance payment. Funds will be released to Grantee on demonstrated completion of each of the following milestones and upon receipt by and approval by HHSC of an accurate and complete request for payment submitted by the Grantee:
- D. Per **Section 5.5 of Attachment H (Grantee Complete Response to RFA HHS0014160)**, HHSC will disperse a one-time initial advance payment of no more than ten percent (10%) of the Total State Funding awarded for eligible costs. HHSC will issue two additional payments for completion of construction milestones 2 and 3 noted in Table 5 below, and upon receipt by HHSC of an accurate and complete request for payment.
- E. To receive payment for completion of milestones 2 and 3 noted in Table 5 below, Grantee shall submit the State of Texas Purchase Voucher Form 4116 with supporting documentation reflecting completion of the milestone attached to the payment request to the Claims Processing Unit at HHSC\_AP@hhsc.state.tx.us, with a copy to [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us) and the HHSC-designated Contract Representative.
- F. 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>.
- G. Supporting documentation must include:
1. Name, address, and telephone number of Grantee;
  2. HHSC Contract Number and/or Purchase Order Number;
  3. Milestone(s) completed;
  4. Dates Milestone(s) were completed; and
  5. Total invoice amount.

**Table 5**

Milestone	Schedule of Release of Funds	Projected Completion Date
Within 30 calendar days of the effective date of the Grant Agreement.	Advance of \$525,000.00 for design and start-up costs for usual and customary architectural and engineering costs, including costs	Upon Grant Agreement Effective Date

## ATTACHMENT A STATEMENT OF WORK

	for surveys, soil sampling, and other necessary pre-design investigation activities.	
<p>Upon fully executed contracts between Grantee and Contractors for architectural and engineering services, and construction services; as well as all approvals by required aviation authorities to build on the land selected by the Grantee.</p> <p>Phases Included:</p> <p>All permitting from the Texas Commission on Environmental Quality, the Texas Department of Licensing and Regulation, and local jurisdictions, as applicable, to begin construction.</p> <p>Phase of Construction:</p> <ol style="list-style-type: none"> <li>1) Pre-Construction Phases <ol style="list-style-type: none"> <li>a) Schematic Design</li> <li>b) Design Development</li> <li>c) Construction Documents</li> <li>d) Contractor Bidding</li> </ol> </li> <li>2) 50% Construction Phase</li> </ol>	<p>Advance of \$2,625,000.00 for construction-related costs for Phases of Pre-Construction and 50% Construction.</p>	<p>August 1, 2025</p>
<p>Upon submission of Pre-Construction and 50% Construction phase completion and approval by HHSC.</p> <p>Phases Included:</p> <ol style="list-style-type: none"> <li>1) Substantial Completion Phase</li> <li>2) Final Completion Phase</li> </ol>	<p>Advance of \$2,100,000.00 for remaining construction costs for Phases of Substantial Completion, Final Completion and issuance of Certificate of Occupancy</p>	<p>June 1, 2026</p>

- F. If HHSC requests corrections to or additional information, documentation, or justification, Grantee must resubmit the grant payment request with all corrections and additions clearly indicated, and the date of submission updated with the resubmission date. HHSC may withhold grant payment or deduct from grant payment amounts it considers in good faith to not be within the scope of the Grant Agreement, until such time that HHSC, in its sole discretion, determines that the Grantee has provided additional information, documentation, or justification that supports or justifies the requested grant payment.

## **ATTACHMENT A STATEMENT OF WORK**

- G. HHSC reserves the right to verify the details outlined in Grantee's expenditure reporting by requesting additional information, documentation, or justification, including, but not limited to, inspecting any and all financial documentation at a mutually convenient time, or documentation that establishes that an activity has taken place or an expense has been incurred. Any revisions or grant fund repayment deemed necessary by HHSC will require the Grantee to provide appropriate documentation of the corrective action.
- H. All grant payment requests must be submitted by Grantee no later than 45 days after completion of the applicable milestone(s). Any payment requests submitted after that time may be rejected or reduced, whether the Grantee incurred the cost or not.
- I. All grant payment requests must be submitted to HHSC on or before August 31, 2028.

### **VII. ADDITIONAL TERMS AND CONDITIONS**

- A. Grantee must operate the facility established under this Grant Agreement for its intended purpose, as a locally controlled asset, as defined in the Texas Comptroller for Public Accounts, Fiscal Management Office, SPA Process Guide, until such construction has met depreciation guidelines established for buildings and building improvement suggested lives, or ten (10) years from the date the facility is operational, whichever is greater. The facility is "operational" as of the date the first client is admitted and is actively receiving services. However, if HHSC determines circumstances beyond the control of the Grantee, including but not limited to a change in state or federal law or regulation that materially frustrates the intended operation of the constructed facility, a natural disaster, or public health emergency, HHSC may necessitate such a change. After the expiration of ten (10) years, if Grantee determines that the facility is no longer needed for its originally authorized purpose or wants to change its purpose, Grantee must provide written notice to HHSC. HHSC agrees not to unreasonably withhold approval of such request to relinquish its interest in the facility and waive the use restrictions created by this Grant Agreement. Enforceability of this paragraph is subject to all such provisions of applicable law as may be amended during this Grant Agreement's term. This Section shall survive beyond the expiration of the Grant Agreement.
- B. If a change in state or federal law, regulation, policy, or policy interpretation occurs that materially changes or affects the intended operation constructed facility under this Grant Agreement, Grantee may request HHSC or System Agency to modify the Grant Agreement's terms to accommodate such change. Upon receipt of such request, HHSC or System Agency shall negotiate in good faith with the Grantee to explore the feasibility of modifying the Grant Agreement's terms to ensure the continued effective operation in accordance with the changed or affected legal or regulatory requirements. Any modification to the Grant Agreement's terms shall be subject to mutual agreement and shall be in writing.
- C. Grantee acknowledges that receipt of HHSC-awarded funds creates use restrictions under this Grant Agreement regarding the facility. Grantee agrees not to divest the State's interest

## ATTACHMENT A STATEMENT OF WORK

in the grant funds provided by HHSC as long as the facility is used for its originally authorized purpose.

- D. Grantee cannot sell or otherwise lease the constructed/improved facility to another entity without the express written approval of HHSC.
- E. If Grantee contracts, leases, or otherwise allows another entity to operate the facility, Grantee must require facility operation as stated above.
- F. If Grantee's final costs reported using the Financial Status Report outlined in Section V(C) above, at the end of the Grant Agreement's term as it exists or is otherwise renewed, extended, or terminated pursuant to Article III (Duration) of this Contract's signature page, are less than and the amounts reimbursed and advanced under this section, Grantee must reimburse HHSC the difference on or before the 45th day after the end of the Grant Agreement's term.
- G. Grantee will maintain a separate general ledger account for the grant funds. Interest earned from the funds may only be spent by the Grantee pursuant to the same terms of the grant funds provided.
- H. Grantee must expend all grant funds on or before August 31, 2029. Any unspent funding remaining after August 31, 2029, must be returned to HHSC as outlined under **Section 3.4 of Attachment D (HHS Uniform Terms and Conditions)**.

## VIII. REMEDIES

- A. 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 **Section 9.1 of Attachment D (HHS Uniform Terms and Conditions)**.
- B. If the quarterly performance reports indicate that construction of the facility will not be complete by the end of the Grant Agreement term, Grantee must submit a corrective action plan for approval by HHSC. Grantee must then submit monthly updates on Grantee's implementation of the corrective action plan until the construction schedule is no longer delayed. HHSC reserves the right to require additional corrective action plans and impose remedies if the performance reports indicate that completion of the facility will be delayed.
- C. In addition to all other remedies available to the State of Texas or HHSC, whether under this Grant Agreement or otherwise provided by law, if Grantee fails to construct the facility, then Grantee shall reimburse all funding provided to Grantee under this Grant Agreement. The requirements of this Section VIII (C) shall survive beyond the expiration of this Grant Agreement.

**ATTACHMENT A**  
**STATEMENT OF WORK**

**IX. NON-STANDARD TERMS**

- A. Grantee is a political subdivision of the State of Texas and Grantee's indemnities are limited to the extent as allowed by Texas law.
- B. In no event shall Grantee be deemed to have waived any immunity, defense or liability cap available to it by applicable law.
- C. Grantee shall maintain required insurance coverage through any self-insured plan and will require subcontractors to fulfill System Agency's requirements as regards acquiring and maintaining mandated coverage requirements.

ATTACHMENT B  
BUDGET

I. Funding Source: State General Revenue

II. Budget Allocation Table

Budget Categories		Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds <small>Check if Cash Match</small>	Other Funds <small>Check if Cash Match</small>	Local Funding Sources <small>Check if Cash Match</small>	In-Kind Match
A.	Personnel	\$0			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$0
B.	Fringe Benefits	\$0						\$0
C.	Travel	\$0						\$0
D.	Equipment	\$0						\$0
E.	Supplies	\$0						\$0
F.	Contractual	\$10,500,000	\$5,250,000				\$5,250,000	\$0
G.	Other	\$0						\$0
H.	Total Direct Costs	\$10,500,000	\$5,250,000	\$0	\$0	\$0	\$5,250,000	\$0
I.	Indirect Costs	\$0						\$0
J.	Total (Sum of H and I)	\$10,500,000	\$5,250,000	\$0	\$0	\$0	\$5,250,000	\$0
K.	Program Income - Projected Earnings		\$0	\$0	\$0	\$0	\$0	\$0