



**NORTH TEXAS  
BEHAVIORAL HEALTH  
AUTHORITY**

**BOARD OF DIRECTORS  
MEETING**

**April 8, 2026  
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, April 8, 2026 @ 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/81988657183?pwd=QexFrC6iYWw5N6Om8siou19prUpuJP.1>

Passcode: 366554

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.	Secretary's Report <i>*Present Minutes for approval: February 2026</i>	Judge Cody Beauchamp, Secretary	X
3.	Finance Committee Report <i>*Financial Reports for approval: January, February 2026</i>	Ryan Brown, Treasurer	X
4.	Public Commentary - Limited to 2 minutes – only those who are registered		
	<b>Consent Agenda Items</b>		
5.	Provider Meeting Update	Matt Roberts	X
6.	PLAG - Psychiatrists Leadership & Advocacy Group Update	John Bennett, M.D.	X
7.	Legislative Update	Janie Metzinger	X
	<b>Agenda Item</b>		
8.	PNAC - Planning & Network Advisory Committee Update	Walter Taylor, PhD	X
9.	<b>Presentation:</b> APAA Recovery Community Organization: <i>Spreading Health and Wellness in Recovery Oriented Systems of Care</i>	Joe Powell, <i>President and CEO of APAA</i>	
10.	Chief Executive Officer's Overview and Analysis	Carol Lucky	X

11.	*Resolution 492-2026 Approve NTBHA Quality Management Plan for FY2026 – FY2028	Carol Lucky	X
12.	*Resolution 493-2026 Approve Delegation of Signature Authority	Carol Lucky	X
13.	*Resolution 494-2026 Ratify HHSC Youth Crisis Outreach Team Contract Amendment No. 2 for FY2026 – FY2028	Carol Lucky	X
14.	*Resolution 495-2026 Ratify HHSC Mental Health First Aid Contract Amendment No. 3 for FY2026 – FY2028	Carol Lucky	X
15.	*Resolution 496-2026 Ratify Texas Veterans Commission Services Contract for FY2026	Carol Lucky	X
16.	Executive Session <i>The Board may go into Executive Session pursuant to Chapter 551, Subchapter D, Texas Govt. Codes as shown below:</i>		
17.	Discussion and possible vote in open session on matters considered in Executive Session	Commissioner Dr. Elba Garcia, Chair	
18.	Next Regular Board of Directors Meeting: <a href="#">May 13, 2026</a>	Commissioner Dr. Elba Garcia, Chair	
19.	Adjourn	Commissioner Dr. Elba Garcia, Chair	

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

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

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

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

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

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

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

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

**North Texas Behavioral Health Authority**  
**Minutes of the Board of Directors Videoconference Meeting**  
**Presiding Officer and NTBHA CEO were present at 8111 LBJ Fwy, Dallas, TX 75251**  
**February 11, 2026, at 12:00 PM**

<b>2026 Attendance</b>	Jan 14	Feb 11	Mar	Apr 8	May 13	Jun 10		Jul	Aug 12	Sep 9	Oct 14	Nov 11	Dec
Commissioner Dr. Elba Garcia, <u>Chair</u> <b>Dallas County</b>	X	A	N					N					N
Janis Burdett, <u>Vice-Chair</u> <b>Ellis County</b>	X	A	N					N					N
Ryan Brown, <u>Treasurer</u> <b>Dallas County</b>	X	X	N					N					N
Judge Cody Beauchamp, <u>Secretary</u> <b>Navarro County</b>	X	X	N					N					N
Judge Mary Bardin, <b>Kaufman County</b>	X	X	N					N					N
Judge Lela Lawrence Mays <b>Dallas County</b>	X	X	N					N					N
Maricela Canava <b>Dallas County</b>	X	X	N					N					N
Major Todd Calkins <b>Rockwall County</b>	X	X	N					N					N
Deputy Michael Allen <b>Rockwall County</b>	A	A	N					N					N
Captain Charlie York <b>Navarro County</b>	A	X	N					N					N
Sergeant Brad Elliott <b>Ellis County</b>	X	A	N					N					N
Nikki Haynes <b>Hunt County</b>	X	X	N					N					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**

**Judge Cody Beauchamp, Board Secretary, presided.**

- Quorum Announced. Judge Cody Beauchamp, Board Secretary, brought the meeting to order and declared a quorum at 12:00 PM. This meeting was conducted as a videoconference via Zoom with limited board members and staff physically onsite. Approximately 51 participants were in attendance:
  - Board members noted above.
  - Various NTBHA staff members
  - Visitors (none in-person)

**Item #2**

**Secretary’s Report**

**Judge Cody Beauchamp, reported.**

The minutes from January 14, 2026, board meeting were presented for approval and no revisions were noted.

- Vote. Ryan Brown moved for approval, seconded by Major Todd Calkins. The motion carried.

**Item #3**

**Finance Committee Report**

**Ryan Brown, Treasurer, reported.**

The December 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 Major Todd Calkins. The motion carried.

**Item #4**

**Public Commentary**

None

**CONSENT AGENDA**

**Item #5**

**Provider Meeting**

**Item #6**

**PLAG – Psychiatrists Leadership & Advocacy Group**

**Item #7**

**Legislative Update**

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

**Item #8**

**PNAC – Planning & Network Advisory Committee Update**

**Dr. Walter Taylor, CSO, reported.**

*PNAC February 3, 2026, meeting highlights:*

- Quality & Evaluation – Anthony Garcia, Chief Compliance Officer, and Priscilla Valdez, Compliance Manager provided an update. Quality Management continues to work with providers to improve documentation focusing on a supportive, partnership-driven approach to ensure that NTBHA’s processes help providers succeed.
- Robert Johnson, Director of Outpatient, Utilization, and Evaluation, shared information covering Steps to Being a Trauma-Informed Care Champion.
- Janie Metzinger, Director of External Affairs, discussed a recent report from the Texas Health and Human Services Commission about maternal health and postpartum depression. HHSC will develop classes for people who are already certified community mental health workers who can earn certification in maternal mental health.
- PNAC Recommendations – there were no formal recommendations.

- Vote. Major Todd Calkins moved for approval of the PNCA report, seconded by Maricela Canava. The motion carried.

**Item #9****Presentations:****1. Brick By Brick, David Yarbrough – NTBHA SUD Community Health Worker**

Mr. Yarbrough candidly shared a personal account of significant life challenges, including bereavement, mental health struggles and addiction, including ongoing treatment and recovery efforts.

Judge Beauchamp thanked Mr. Yarbrough for sharing his story.

**2. Suicide Prevention, Mike Olson, Program Manager, Tarrant County**

Mr. Olson presented a high-level overview of the Zero Suicide Initiative for prevention and shared some tools that may be helpful to expand suicide prevention efforts.

**Zero Suicide:**

- Is an evidence-based framework to promote safer suicide care in behavioral health systems.
- The foundation belief of the Zero Suicide framework is that “suicide deaths for individuals under the care of health and behavioral health systems are preventable”
- Also correlates with other healthcare goals: Trauma Informed Care, Certified Community Behavioral Health Clinic (CCBHC) and Commission on Accreditation of Rehabilitation Facilities (CARF)

**The Zero Suicide Framework**

**Lead** – Create a leadership-driven, safety-oriented culture committed to dramatically reducing suicide among people under care.

**Train** – A competent, confident, and caring workforce.

**Identify** – Systematically identify and assess suicide risk among people receiving care.

**Engage** – Ensure every person has a suicide care management plan, or pathway to care, that is both timely and adequate to meet patient needs.

**Treat** – Use effective, evidence-based treatments that directly target suicidality.

**Transition** – Provide continuous contact and support, especially after acute care.

**Improve** – Apply a data-driven quality improvement approach to inform system changes that will lead to improved patient outcomes and better care for those at risk.

**Free Helpful Tools**

**ZS Workforce Survey** – Gives insight into organizations needs around suicide prevention. *(Detailed report with results is provided)*

**Form Y** – Annual organizational self-assessment, can be used to set goals and monitor progress.

**HHSC Site Visit** – Comprehensive review (*non-punitive*) of suicide prevention policies, procedures, trainings, and patient care. *(Detailed report with results and recommendations is provided)*

**ZS Website** – <https://zerosuicide.edc.org>

**Item #10****Chief Executive Officer’s Overview and Analysis**

**Carol Lucky, CEO, reported.**

*General NTBHA update:* Grant cycles (*federal and state*) have largely closed; NTBHA remains stable and successful in securing awarded grants despite an uncertain funding environment. Potential new federal interest in substance use disorder funding is being monitored.

- *Substance Use Services Funding Issues:* Ongoing challenges with HHSC funding methodology, particularly affecting Nexus and other regional providers. Efforts are underway to figure funds allocation, with support from Royce West. Anticipated reassignment of funds (e.g., from Collin County to NTBHA) will improve service coordination but will require administrative set-up.

Disparities persist across the state, with some regions receiving more funding than can be utilized (especially outpatient vs. residential service mismatches). Continued advocacy with the state to correct allocations.

- *Program Development:* Site visit to Miami-Dade County Criminal Justice Diversion Project to explore potential implementation of similar strategies in Dallas County to reduce jail population and improve service coordination.

- *Leadership Updates:*

Child and Family Guidance Center has appointed new CEO Jackie Rakowski; leadership outlook is positive.

Dallas Metrocare Services CEO Dr. John Burruss will resign effective April.

#### Item #11

##### **\*Resolution 491-2026 Accept FY2025 External Financial Audit**

**Carol Lucky, NTBHA's CEO, and Elizabeth Goodwin, CFO reported.**

This resolution accepts the FY2025 External Financial Audit report completed by Condley and Company, LLP, Certified Public Accountants and Business Advisors.

Elizabeth Goodwin introduced Katy Hendrix, Audit Manager for Condley and Company. Ms. Hendrix presented the 2025 audited financial statements and auditor's report. An unmodified (clean) opinion was issued, indicating the financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles (GAAP) and Government Auditing Standards (GAS).

The Board was advised that total net position at year-end was \$17,496,122 million, with an increase of about \$1.1 million over the prior year. A restatement of approximately \$183,000 was recorded due to implementation of GASB 101 related to compensated absences.

Key financial highlights included increases in state funding, decreases in federal funding primarily due to the end of COVID-related funding, and increases in personnel and depreciation expenses. Capital assets and related lease and subscription-based IT (SBITA) obligations increased, largely due to implementation of NetSuite software.

The auditors reported no material weaknesses, no findings, and no instances of noncompliance. Clean opinions were also issued on internal controls over financial reporting and on compliance for major federal and state programs under the Single Audit.

The organization was classified as a low-risk auditee, and no audit findings were reported for the current or prior year. The auditors further noted no disagreements with management and no significant issues encountered during the audit.

Mr. Brown congratulated NTBHA's accounting staff for their great work.

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

#### Item #12

##### **Executive Session**

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

Codes. If during the 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:

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

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

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

- The board did not meet for executive session.

**Item #13**

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

None.

**Item #14**

**Next NTBHA Board Meeting**

- The next meeting is scheduled for **April 8, 2026, at 12:00 Noon.**

**Item #15**

**Adjournment**

- Maricela Canava moved to adjourn, seconded by Major Todd Calkins.
- By vote of agreement, the NTBHA Board of Directors Meeting was adjourned at 1:08 P.M.

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

**Judge Cody Beauchamp, NTBHA Board Secretary**

**Acronyms & 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

Pending Board Approval

**North Texas Behavioral Health Authority**  
**Statement of Revenue, Expenses and Changes in Net Position**  
FY 2026 ALL COMBINED CONTRACTS MTD - JAN26

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>MTD Total</u>
Revenue						
Federal Revenue	37,630	(31,411)	1,457,621	5,373	0	1,469,213
State Revenue	1,073,808	7,667,190	(177,138)	26,712	0	8,590,573
Local Revenue	663,403	(116,694)	230,375	0	0	777,085
Match Revenue	0	72,119	0	0	0	72,119
IN KIND Revenue	0	374,094	0	0	0	374,094
Other Revenue	0	107,444	0	0	0	107,444
Interest Income	0	0	0	0	34,240	34,240
Third Party Revenue	0	124,869	0	0	0	124,869
<b>Total Revenue</b>	<b>1,774,841</b>	<b>8,197,612</b>	<b>1,510,858</b>	<b>32,085</b>	<b>34,240</b>	<b>11,549,636</b>
Operating Expenses						
Provider Payments	19,148	6,722,201	1,323,136	5,373	25,016	8,094,873
In-Kind Provider Payments	0	374,094	0	0	0	374,094
Personnel Expenses	413,662	380,345	99,973	6,468	557,216	1,457,663
Personnel Fringe Benefits	111,584	95,492	30,670	1,864	119,930	359,541
Travel Expense	434	1,375	54	0	365	2,228
Supplies Expense	1,011	2,799	505	0	284,207	288,522
Contractual Expense	77,193	130,116	563	0	228,313	436,185
Other Expense	14,668	101,811	12,644	36,708	177,330	343,161
Depreciation Expense	0	0	0	0	192,765	192,765
<b>Total Expenses</b>	<b>637,699</b>	<b>7,808,232</b>	<b>1,467,546</b>	<b>50,412</b>	<b>1,585,142</b>	<b>11,549,031</b>
Admin Allocation						
Admin Allocation	1,137,142	301,530	30,569	8,170	(1,477,411)	0
<b>Total Admin Allocation</b>	<b>1,137,142</b>	<b>301,530</b>	<b>30,569</b>	<b>8,170</b>	<b>(1,477,411)</b>	<b>0</b>
<b>Total</b>	<b>0</b>	<b>87,851</b>	<b>12,743</b>	<b>(26,498)</b>	<b>(73,491)</b>	<b>606</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>0</b>	<b>87,851</b>	<b>12,743</b>	<b>(26,498)</b>	<b>(73,491)</b>	<b>606</b>

**North Texas Behavioral Health Authority**  
**Statement of Revenue, Expenses and Changes in Net Position**  
FY 2026 ALL COMBINED CONTRACTS YTD - JAN26

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>YTD Total</u>
Revenue						
Federal Revenue	219,827	11,382,137	5,828,133	133,084	105,441	17,668,622
State Revenue	5,410,392	27,940,693	308,012	133,182	0	33,792,280
Local Revenue	1,747,795	499,007	3,079,675	0	0	5,326,478
Match Revenue	0	339,437	0	0	0	339,437
IN KIND Revenue	0	1,913,266	0	0	0	1,913,266
Other Revenue	0	142,264	0	0	1,626	143,890
Interest Income	0	0	0	0	122,346	122,346
Third Party Revenue	0	858,421	0	0	0	858,421
<b>Total Revenue</b>	<u>7,378,014</u>	<u>43,075,225</u>	<u>9,215,821</u>	<u>266,266</u>	<u>229,413</u>	<u>60,164,739</u>
Operating Expenses						
Provider Payments	20,315	34,575,124	8,368,951	133,084	135,313	43,232,786
In-Kind Provider Payments	0	1,913,266	0	0	0	1,913,266
Personnel Expenses	2,101,651	1,809,559	498,425	32,337	2,757,731	7,199,702
Personnel Fringe Benefits	546,592	470,067	140,639	9,002	561,344	1,727,643
Travel Expense	19,037	18,443	4,660	292	23,179	65,610
Supplies Expense	36,298	24,365	11,654	1,503	1,247,197	1,321,017
Contractual Expense	387,951	930,756	1,462	0	718,943	2,039,112
Other Expense	75,426	962,561	61,749	153,470	1,120,059	2,373,265
Depreciation Expense	0	0	0	0	369,675	369,675
<b>Total Expenses</b>	<u>3,187,269</u>	<u>40,704,141</u>	<u>9,087,539</u>	<u>329,689</u>	<u>6,933,440</u>	<u>60,242,077</u>
Admin Allocation						
Admin Allocation	4,190,745	2,019,998	128,282	41,128	(6,380,153)	0
<b>Total Admin Allocation</b>	<u>4,190,745</u>	<u>2,019,998</u>	<u>128,282</u>	<u>41,128</u>	<u>(6,380,153)</u>	<u>0</u>
<b>Total</b>	<u>0</u>	<u>351,087</u>	<u>0</u>	<u>(104,552)</u>	<u>(323,874)</u>	<u>(77,338)</u>
<b>NET SURPLUS/(DEFICIT)</b>	<u><b>0</b></u>	<u><b>351,087</b></u>	<u><b>0</b></u>	<u><b>(104,552)</b></u>	<u><b>(323,874)</b></u>	<u><b>(77,338)</b></u>

# FY2026 BOD Budget Variance Report

## JANUARY, 2026

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actuals	Budget	Variance
Revenue						
Federal Revenue	1,469,213	3,074,421	(1,605,208)	17,668,622	15,372,105	2,296,516
State Revenue	8,590,573	8,882,458	(291,885)	33,792,280	44,412,290	(10,620,010)
Local Revenue	777,085	1,437,340	(660,255)	5,326,478	7,186,699	(1,860,222)
Match Revenue	72,119	906,450	(834,331)	339,437	4,532,252	(4,192,815)
IN KIND Revenue	374,094	-	374,094	1,913,266	-	1,913,266
Other Revenue	107,444	3,333	104,111	143,890	16,667	127,223
Interest Income	34,240	46,667	(12,427)	122,346	233,333	(110,988)
Third Party Revenue	124,869	-	124,869	858,421	-	858,421
<b>Total Revenue</b>	<b>11,549,636</b>	<b>14,350,669</b>	<b>(2,801,033)</b>	<b>60,164,739</b>	<b>71,753,347</b>	<b>(11,588,608)</b>
Operating Expenses						
Provider Payments	8,094,873	8,513,631	(418,758)	43,232,786	42,568,155	664,631
In-Kind Provider Payments	374,094	-	374,094	1,913,266	-	1,913,266
Personnel Expenses	1,457,663	1,870,660	(412,997)	7,199,702	9,353,302	(2,153,600)
Personnel Fringe Benefits	359,541	427,021	(67,481)	1,727,643	2,135,106	(407,463)
Travel Expense	2,228	32,075	(29,847)	65,610	160,374	(94,763)
Supplies Expense	288,522	207,253	81,270	1,321,017	1,036,263	284,754
Contractual Expense	436,185	2,733,931	(2,297,746)	2,039,112	13,669,654	(11,630,542)
Other Expense	343,161	526,932	(183,771)	2,373,265	2,634,660	(261,395)
Depreciation Expense	192,765	39,167	153,599	369,675	195,833	173,841
<b>Total Expenses</b>	<b>11,549,031</b>	<b>14,350,669</b>	<b>(2,801,639)</b>	<b>60,242,077</b>	<b>71,753,347</b>	<b>(11,511,270)</b>
Net Surplus/ (Deficit)	606	-	606	(77,338)	-	(77,338)

**North Texas Behavioral Health Authority**  
**Statement of Revenue, Expenses and Changes in Net Position**  
FY 2026 ALL COMBINED CONTRACTS MTD - FEB26

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>MTD Total</u>
Revenue						
Federal Revenue	49,574	81,186	1,148,356	34,089	0	1,313,205
State Revenue	1,217,796	7,822,388	66,138	33,882	0	9,140,204
Local Revenue	812,424	146,826	1,024,402	0	0	1,983,653
Match Revenue	0	69,577	0	0	0	69,577
IN KIND Revenue	0	446,395	0	0	0	446,395
Other Revenue	0	0	0	0	125	125
Interest Income	0	0	0	0	20,832	20,832
Third Party Revenue	0	154,289	0	0	0	154,289
<b>Total Revenue</b>	<b>2,079,794</b>	<b>8,720,660</b>	<b>2,238,896</b>	<b>67,971</b>	<b>20,957</b>	<b>13,128,279</b>
Operating Expenses						
Provider Payments	7,627	7,022,072	2,014,798	34,089	12,165	9,090,752
In-Kind Provider Payments	0	446,395	0	0	0	446,395
Personnel Expenses	428,710	410,640	95,349	6,487	604,163	1,545,349
Personnel Fringe Benefits	196,190	213,402	60,002	2,038	263,070	734,703
Travel Expense	12,771	2,187	1,263	300	22,866	39,387
Supplies Expense	6,513	5,351	3,663	0	391,297	406,824
Contractual Expense	58,362	156,063	0	0	134,756	349,181
Other Expense	18,126	130,342	18,428	49,705	158,587	375,188
Depreciation Expense	0	0	0	0	230,690	230,690
<b>Total Expenses</b>	<b>728,299</b>	<b>8,386,452</b>	<b>2,193,504</b>	<b>92,619</b>	<b>1,817,594</b>	<b>13,218,468</b>
Admin Allocation						
Admin Allocation	1,351,495	380,083	45,392	14,466	(1,791,435)	0
<b>Total Admin Allocation</b>	<b>1,351,495</b>	<b>380,083</b>	<b>45,392</b>	<b>14,466</b>	<b>(1,791,435)</b>	<b>0</b>
<b>Total</b>	<b>0</b>	<b>(45,875)</b>	<b>0</b>	<b>(39,114)</b>	<b>(5,202)</b>	<b>(90,190)</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>0</b>	<b>(45,875)</b>	<b>0</b>	<b>(39,114)</b>	<b>(5,202)</b>	<b>(90,190)</b>

**North Texas Behavioral Health Authority**  
**Statement of Revenue, Expenses and Changes in Net Position**  
FY 2026 ALL COMBINED CONTRACTS YTD - FEB26

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>YTD Total</u>
Revenue						
Federal Revenue	269,401	11,463,323	6,976,489	167,173	105,441	18,981,827
State Revenue	6,628,189	35,763,081	374,150	167,064	0	42,932,484
Local Revenue	2,560,219	645,833	4,104,078	0	0	7,310,130
Match Revenue	0	409,014	0	0	0	409,014
IN KIND Revenue	0	2,359,661	0	0	0	2,359,661
Other Revenue	0	142,264	0	0	1,751	144,015
Interest Income	0	0	0	0	143,177	143,177
Third Party Revenue	0	1,012,710	0	0	0	1,012,710
<b>Total Revenue</b>	<u>9,457,809</u>	<u>51,795,886</u>	<u>11,454,717</u>	<u>334,237</u>	<u>250,370</u>	<u>73,293,017</u>
Operating Expenses						
Provider Payments	27,942	41,597,196	10,383,749	167,173	147,478	52,323,538
In-Kind Provider Payments	0	2,359,661	0	0	0	2,359,661
Personnel Expenses	2,530,361	2,220,199	593,774	38,824	3,361,895	8,745,052
Personnel Fringe Benefits	742,782	683,469	200,640	11,040	824,414	2,462,346
Travel Expense	31,808	20,630	5,923	592	46,044	104,997
Supplies Expense	42,811	29,716	15,317	1,503	1,638,494	1,727,841
Contractual Expense	446,313	1,086,819	1,462	0	853,699	2,388,293
Other Expense	93,552	1,092,903	80,177	203,175	1,278,645	2,748,453
Depreciation Expense	0	0	0	0	600,365	600,365
<b>Total Expenses</b>	<u>3,915,568</u>	<u>49,090,593</u>	<u>11,281,043</u>	<u>422,308</u>	<u>8,751,034</u>	<u>73,460,545</u>
Admin Allocation						
Admin Allocation	5,542,240	2,400,080	173,674	55,594	(8,171,589)	0
<b>Total Admin Allocation</b>	<u>5,542,240</u>	<u>2,400,080</u>	<u>173,674</u>	<u>55,594</u>	<u>(8,171,589)</u>	<u>0</u>
<b>Total</b>	<u>0</u>	<u>305,212</u>	<u>0</u>	<u>(143,665)</u>	<u>(329,075)</u>	<u>(167,528)</u>
<b>NET SURPLUS/(DEFICIT)</b>	<u><b>0</b></u>	<u><b>305,212</b></u>	<u><b>0</b></u>	<u><b>(143,665)</b></u>	<u><b>(329,075)</b></u>	<u><b>(167,528)</b></u>

## FY2026 BOD Budget Variance Report February, 2026

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actuals	Budget	Variance
Revenue						
Federal Revenue	1,313,205	3,074,421	(1,761,216)	18,981,827	18,446,527	535,300
State Revenue	9,140,204	8,882,458	257,746	42,932,484	53,294,749	(10,362,264)
Local Revenue	1,983,653	1,437,340	546,313	7,310,130	8,624,039	(1,313,909)
Match Revenue	69,577	906,450	(836,873)	409,014	5,438,703	(5,029,689)
IN KIND Revenue	446,395	-	446,395	2,359,661	-	2,359,661
Other Revenue	125	3,333	(3,208)	144,015	20,000	124,015
Interest Income	20,832	46,667	(25,835)	143,177	280,000	(136,823)
Third Party Revenue	154,289	-	154,289	1,012,710	-	1,012,710
<b>Total Revenue</b>	<b>13,128,279</b>	<b>14,350,669</b>	<b>(1,222,391)</b>	<b>73,293,017</b>	<b>86,104,017</b>	<b>(12,810,999)</b>
Operating Expenses						
Provider Payments	9,090,752	8,513,631	577,121	52,323,538	51,081,786	1,241,752
In-Kind Provider Payments	446,395	-	446,395	2,359,661	-	2,359,661
Personnel Expenses	1,545,349	1,870,660	(325,311)	8,745,052	11,223,962	(2,478,910)
Personnel Fringe Benefits	734,703	427,021	307,682	2,462,346	2,562,128	(99,781)
Travel Expense	39,387	32,075	7,312	104,997	192,449	(87,452)
Supplies Expense	406,824	207,253	199,572	1,727,841	1,243,516	484,326
Contractual Expense	349,181	2,733,931	(2,384,750)	2,388,293	16,403,585	(14,015,292)
Other Expense	375,188	526,932	(151,744)	2,748,453	3,161,593	(413,139)
Depreciation Expense	230,690	39,167	191,523	600,365	235,000	365,365
<b>Total Expenses</b>	<b>13,218,468</b>	<b>14,350,669</b>	<b>(1,132,201)</b>	<b>73,460,545</b>	<b>86,104,017</b>	<b>(12,643,471)</b>
<b>Net Surplus / (Deficit)</b>	<b>(90,190)</b>	<b>-</b>	<b>(90,190)</b>	<b>(167,528)</b>	<b>-</b>	<b>(167,528)</b>



**NTBHA Provider Network Meeting**  
**March 27, 2026**  
**10am**  
**Teleconference: Microsoft Teams**

\*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>➤ Invoices should be sent to <a href="mailto:ap@ntbha.org">ap@ntbha.org</a>: If you need to cc' someone at NTBHA you can however if invoice is not addressed to <a href="mailto:ap@ntbha.org">ap@ntbha.org</a> you can plan for no payment to be issued.</li> <li>➤ Deliverables: <a href="mailto:contracts@ntbha.org">contracts@ntbha.org</a></li> <li>➤ Monthly QM Deliverables: <a href="mailto:qm@ntbha.org">qm@ntbha.org</a> <ul style="list-style-type: none"> <li>○ Incident Data Report – to be used when notified of incidents (MH &amp; SUD) <ul style="list-style-type: none"> <li>▪ Type 1 Incidents: Reported within one (1) business day</li> <li>▪ Type 2 Incidents: Reported within two (2) business days</li> </ul> </li> <li>○ Incident Monthly Summary Report (MH &amp; SUD)</li> <li>○ Complaint Data Reports (MH only)</li> <li>○ Inquiry Data Report (MH only)</li> </ul> </li> <li>➤ SUD Providers <ul style="list-style-type: none"> <li>○ Billing- All claims for previous month should be entered by 3<sup>rd</sup> day of each month. If third day is on Saturday/Sunday or holiday, next business day.</li> <li>○ SUD Denied Claim corrections. Provided the 4<sup>th</sup> day of the month or next business day following a holiday. Claims should be corrected no later than the 10<sup>th</sup> of the month.</li> <li>○ Treatment Client Satisfaction Survey: Ambulatory Detox/Residential Detox/Intensive Residential (Adult, HIV, Women &amp; Children)/Outpatient. Survey can be conducted within 90 calendar after client discharge.</li> </ul> </li> <li>➤ Mental Health <ul style="list-style-type: none"> <li>○ Removal of staff that do not need access to CMBHS/PIGEON</li> <li>○ File Transfer Protocol (FTP) &amp; Reports</li> <li>○ Pharmacy Benefits: Reminder</li> </ul> </li> </ul>
Outpatient, Utilization and Evaluation Updates	Robert Johnson	<ul style="list-style-type: none"> <li>➤ Quick Inventory of Depressive Symptomatology (QIDS)</li> <li>➤ Quick Reminders CMHPs: <ul style="list-style-type: none"> <li>○ Recovery Plan-please review the Strengths, Barriers and other sections that the content of that section is a listing of ANSA or CANS scores. Content verbiage needs to be in each section-meaning a description.</li> <li>○ Increase in deviation requests that are not being authed at first submission. The main issues are twofold: a) deviation comments/QIDS do not match the ANSA/CANS scores. B) there is minimal information provided-Ex-please auth, Ex-Requested, Ex-would like this service, Ex-Need</li> <li>○ Please contact me when the UA has been corrected. <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>➤ QM Reminders: <ul style="list-style-type: none"> <li>○ Documentation &amp; Record Keeping</li> <li>○ ANSA/CANS/SARS Expectations</li> <li>○ Financial Eligibility, Billing, Coding, &amp; Administrative Requirements</li> <li>○ Recovery Planning, Referral, &amp; Reassessment</li> <li>○ Follow-up &amp; Individual Outreach</li> <li>○ Communication &amp; Email Response</li> <li>○ Staff Training &amp; Quality Oversight</li> </ul> </li> <li>➤ Technical Assistance: Mental Health Providers: Review of Case Management Documentation (TAC Rule 306.275)</li> </ul>

		Please submit 2 Case Management Notes to QM@ntbha.org by close of business Friday, April 10th.
Technical Assistance	NTBHA Staff	➤
Announcement	Alvin Mott	➤ Please review the attachments to agenda
Questions From Providers	Open	

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.

\*\*The Next Meeting: April 24, 2026, at 10am

\*\*\*\*Meeting notes are included in NTBHA Board Meeting Documents. You can access NTBHA Board Meeting Documents at: <https://ntbha.org/about-us/>



## Announcements / Resources

### **NTBHA QM Provider Reminders**

#### **Documentation & Record Keeping**

- Ensure all documentation is completed within 2 business days, detailed, and complete with required signatures, including clinical notes, recovery planning, safety planning, discharge plans, outreach/missed appointment calls, and coding justification.
- When clinical records are requested by Quality Management (QM), provide complete, legible, signed, and dated documents to prevent back-and-forth follow-up.
- Progress notes must accompany ANSA/CANS assessments, including details for any deviations and discussions with the individual or their Legal Authorized Representative (LAR).
- SUD Providers: Ensure referrals, service coordination, and required educational topics are clearly documented.

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

- ANSA/CANS should be uploaded to CMBHS within 3 business days of service.
- SARS submitted greater than 30 days from date of event, Alvin Mott, Director, Provider Relations, should be contacted.

#### **Financial Eligibility, Billing, Coding, & Administrative Requirements**

- Ensure financial processes maintain billing integrity and proper use of funds by confirming claims accurately match services provided, codes and authorizations are correct, and no duplicate or inappropriate billing occurs.
- Financial eligibility assessments should be completed in the Provider Information Gathering, & Eligibility (PIGEON) system for all individuals, regardless of Medicaid or other funding sources.
- Obtain in-person signatures on financial eligibility, consents, recovery plans, reviews, and discharge plans.
- SUD Providers: Ensure financial eligibility, including uploading supporting documentation, is completed in CMBHS at required intervals.

#### **Recovery Planning, Referral, and Reassessment**

- Recovery plans are completed and signed within 10 business days and clearly support medical necessity.
- Recovery plans must be created, signed, and in effect before routine care services begin.
- Review recovery plans before requesting service authorization.
- For Assertive Community Treatment (ACT) services, if at capacity, refer individuals to another provider who can serve their level of care.
- Reassess individuals returning from a mental health or substance use disorder hospitalization to determine if a higher level of care is needed.

#### **Follow-Up & Individual Outreach**

- All providers should follow up on all missed appointments or group sessions to reschedule and/or reengage.
- Voicemail messages for individuals seeking services should be returned within 2 business days.
- Assess individuals for Suicidal Ideation (SI) and Homicidal Ideation (HI) or other crisis needs and connect immediately for assessment if urgent.

### **Communication & Email Response**

- Acknowledge emails from Quality Management (QM), Utilization Management (UM), Outreach, Screening, Assessment, Referral (OSAR), and all NTBHA staff in a timely manner:
  - Correcting authorizations / clinical info: respond within 10 business days or the 5<sup>th</sup> of the next month, whichever is the shortest time frame.
  - RX/SNA/Medicaid/Error reports: respond within 10 calendar days
- Respond promptly to referrals for substance use disorders or mental health services to confirm contact with individuals.

### **Staff Training & Quality Oversight**

- Ensure all staff are trained and up to date on Fraud, Waste, and Abuse requirements and understand how to identify and report concerns.
- Maintain consistent supervision of staff, tracking training completion and quality of documentation.
- Ensure you are submitting monthly deliverables/reports, incident reports, complaint summaries and death reports and reviews by required timeframes.
- Ensure thorough oversight and contract monitoring by regularly reviewing and verifying compliance with all contract requirements, billing requirements, and corrective action plans as applicable.

### **Mystery Calls:**

- Mystery calls are conducted quarterly to evaluate access to care and accurate information.
- Voicemails should be returned within 2 business days. Hold times should be 5 minutes or less.
- Automated messages should include NTBHA's crisis number, option to listen in Spanish, and option to leave a voicemail.
- Access to services shall be provided regardless of one's ability to pay and without required documentation (such as an ID).
- NTBHA's financial eligibility process explained to callers without insurance.
- Access to routine services within 14 calendar days.
- Referrals for SUD services upon request.

**If you have any questions, contact:  
Quality Management at [QM@ntbha.org](mailto:QM@ntbha.org)  
Robert Johnson, Director of Outpatient, Utilization and Evaluation  
[Rjohnson@ntbha.org](mailto:Rjohnson@ntbha.org)**

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

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

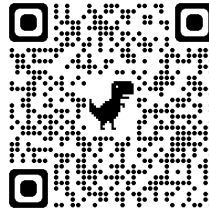
**If you have any questions, feel free to contact:**  
Robert Johnson, Director of Outpatient, Utilization and Evaluation  
[Rjohnson@ntbha.org](mailto:Rjohnson@ntbha.org)



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

**Amy Sanders**

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



Want to Take a MHFA Class?

## Community Presentations Available



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

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

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

### CMBHS Monthly Provider Call

The next Monthly Provider Call is scheduled for Tuesday, April 14th, 2026, from 10:00 to 11:00 AM CST. The Training and Technical Assistance Team will present this month's topic: Mental Health or Substance Abuse

CMBHS Training Team send the link out to all Security Administrators on the SUD side. NTBHA will share sign up link once shared by CMBHS to everyone else.

This presentation has been converted to a VOIP Webinar and will no longer require a phone number or access code to call in. Participants will use their computer's microphone and speakers (VoIP) for audio. If you have any questions, please don't hesitate to let us know.

## Centralized Training:

Centralized Training is pleased to host several virtual training opportunities. We hope you will join us for these interactive trainings led by field experts.

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### Important Details:

- Participation requires a webcam and audio. Cellphones are not allowed.

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⚠ **Please Note:** You must have access to [Centralized Training](#) to register for these workshops. If you are unsure of your access status, please contact the CTI Helpdesk at [ctihelp@uthscsa.edu](mailto:ctihelp@uthscsa.edu).

You can also view these and other training opportunities on our [CTI Training Calendar](#) and [CTI SUD](#) storefront.

We look forward to your participation.

### News to Know!

The following webinars/trainings are resources from entities outside of Centralized Training and are not funded or sponsored by CTI. If there are CEUs offered, CTI does not have any involvement, so any questions will need to be directed to the entity offering the webinar/training.

#### **ASAM Practice Pearls / ASAM Education** – Podcast Series by ASAM

Join ASAM Practice Pearls for in-depth discussions on addiction prevention, treatment, and recovery.

Geared toward healthcare professionals and individuals seeking knowledge, this series explores the latest evidence-based approaches to addiction medicine.

Listen to interviews with leading experts as they delve into critical topics and share practical tools you can use to improve patient care and promote public health.

[Listen Here](#)

#### **NAADAC Free Webinar Series**



NAADAC is happy to offer free addiction-specific education through its Free Webinar Series. The Free Webinar Series releases two live webinars per month, which are then captured and made available for future viewing in NAADAC's Free On-Demand Webinar Library.

NAADAC members can get free continuing education hours (CEs) for this webinar series. While viewing the education is free, non-members must pay to receive CEs.


[View Webinars](#)

### Upcoming April Virtual Trainings

#### 1. The Art of Person-Centered Documentation Virtual: April 7, 2026



 April 7, 2026 |  9:00 AM – 3:00 PM CST


 *Trainer:* CUCS Trainer

 *CEUs:* 4.5 hours

 [REGISTER](#)

#### 2. Overview of Substance Use Disorders Virtual: April 9, 2026



 April 9, 2026 |  12:00 PM – 4:00 PM CST

 *Trainer:* Fredrick Dombrowski, PhD, LMHC, LPC, LADC, MAC ACS

 *CEUs:* 4 hours

 [REGISTER](#)

#### 3. Solution-Focused Case Management for Substance Use Providers: April 15, 2026

 April 15, 2026 |  9:00 AM – 12:00 PM CST

 *Trainer:* Teri Pichot, LCSW, MAC, LAC

🎓 CEUs: 3 hours

🔗 [REGISTER](#)

#### 4. HIPPA/CFR Part 2 Training for SUD Providers Virtual: April 16, 2026

📅 April 16, 2026 | ⌚ 9:00 AM – 11:00 AM CST

👤 Trainer: Frances Patterson, PhD, LADAC II, MAC, QCS

🎓 CEUs: 2 hours

🔗 [REGISTER](#)

#### 5. Professional Boundaries and Ethical Practice Virtual: April 20, 2026

📅 April 20, 2026 | ⌚ 9:00 AM – 11:00 AM CST

👤 Trainer: Lena Sheffield, LMHC, CAP, MAC, CEDS

🎓 CEUs: 2 hours

🔗 [REGISTER](#)

#### 6. HIV/STIs: Staying Sexually Healthy Virtual: April 23, 2026

📅 April 23, 2026 | ⌚ 10:00 AM – 12:00 PM CST

👤 Trainer: San Antonio Aids Foundation

🎓 CEUs: 2 hours

🔗 [REGISTER](#)

### Statewide Mental Health and Substance Use Service Needs Assessment

The Statewide Behavioral Health Coordinating Council is conducting a mental health and substance use service needs assessment to better understand community needs, service gaps, workforce challenges, and opportunities to improve mental health and substance use services across Texas.

Participation is voluntary and all responses will remain anonymous. The survey takes approximately 10 minutes to complete and can be accessed here: [https://tthsclubbock.co1.qualtrics.com/jfe/form/SV\\_1NZ6COgaiVNkJNQ](https://tthsclubbock.co1.qualtrics.com/jfe/form/SV_1NZ6COgaiVNkJNQ).

The survey includes sections for:

- Mental health and substance use providers,
- Adults who have received services,
- Parents or caregivers of children and youth receiving services, and
- Community members, including people with lived experience whose voices are critical to improving access to effective, timely, and high-quality mental health and substance use services.



NAMI North Texas is now accepting **breakout session proposals** for the **2026 North Texas Mental Health Symposium**, taking place on **November 17, 2026**.

Each year, the symposium brings together professionals and community leaders working across the mental health system — including educators, social workers, clinicians, first responders, and justice system professionals — to share ideas, practical strategies, and innovative approaches to supporting mental health in our communities.

We are currently seeking **60-minute breakout sessions** that provide practical tools, resources, or real-world strategies attendees can apply in their work.

Sessions should align with one of the following focus areas:

- Youth / Adolescent Mental Health
- Adult Mental Health
- First Responder Mental Health
- Criminal Justice System & Mental Health

We welcome proposals from a variety of perspectives and disciplines, including clinicians, researchers, community organizations, first responders, justice system professionals, and individuals with lived experience.

#### **Interested in presenting?**

Submit your proposal here: [2026 North Texas Mental Health Symposium Session Proposal Form](#)

**Proposal Deadline:** May 15, 2026

Speakers selected to present will receive **complimentary registration for the symposium**.

We hope you'll consider sharing your knowledge and helping us create a meaningful learning experience for the North Texas mental health community.

If you have any questions about the proposal process, please feel free to reach out.

Thank you for helping us create another impactful North Texas Mental Health Symposium.

## Dallas County Health and Human Services

PHILIP HUANG, M.D., MPH, Health Authority and Health Director

March 23, 2026

### Health Advisory

## Emerging Opioids: Hydroxymitragynine (“7-OH”) & Cyclorphine

This health advisory is intended for hospitals, clinicians, behavioral health providers, emergency departments, first responders, clinical laboratories, school health staff, and community partners in Dallas County

### Summary:

Dallas County Health and Human Services is issuing this advisory to increase awareness of two emerging opioids: hydroxymitragynine (7-OH) and cyclorphine. In 2025, Dallas County identified one confirmed 7-OH–related death; 2025 data remain preliminary, and no local cyclorphine cases have been identified to date. Both substances have been detected in other jurisdictions and may pose an overdose risk. These substances represent two distinct concerns: consumer products marketed as “natural” (7-OH) and high-potency synthetic opioids in the drug supply (cyclorphine).

### Hydroxymitragynine (7-OH)

Hydroxymitragynine (7-OH) is derived from kratom but is often synthetically concentrated in commercially available products. They are packaged like candy/energy drinks; labeled “kratom extract” or “herbal supplement” for focus/pain/anxiety. These products are commonly sold as gummies, liquid shots, vape products, or tablets in gas stations and vape shops. They are frequently misleadingly labeled as “natural” or safe alternatives, despite not being approved by the U.S. Food and Drug Administration (FDA) and not being proven safe or effective for medical use.

### Key Risks:

- Respiratory depression (slowed or ineffective breathing), as well as reported seizures and liver toxicity
- Effects may be unpredictable due to variable potency and inconsistent labeling
- Risk of dependence and opioid-like withdrawal symptoms
- May contribute to overdose, particularly when combined with other substances
- May not be detected on routine toxicology screens
- Use has been reported among youth and young adults

## Cyclorphine (N-Propionitrile Chlorphine)

Cyclorphine (N-Propionitrile Chlorphine) is a novel synthetic opioid within a subclass of compounds known as orphine analogues. It has been identified in the illicit drug supply, including products sold as fentanyl, and has been detected both alone and in combination with other substances. Reports indicate it may appear in white or blue tablets or as a white powder. At this

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Dallas County Health and Human Services

time, no rapid test strips are available for detection, and no confirmed cases have been identified in Dallas County. Cychlorphine has been detected in toxicology samples in Texas.

### Key Risks:

- High potency (estimated ~10x fentanyl)
- Respiratory depression and sedation
- Identified in fatal overdose cases across multiple states
- May produce stronger or longer-lasting effects than expected
- Not reliably detected on routine toxicology screens

### Clinical, Overdose Response, and Public Health Considerations

Clinicians and first responders should maintain a high index of suspicion for emerging opioids in patients presenting with overdose symptoms of unknown origin. Hydroxymitragynine (7-OH) and cyclorphine may not be detected on standard toxicology screens and can present similarly to opioid toxicity, including respiratory depression, sedation, and altered mental status. In suspected cases, naloxone should be administered promptly, with repeat dosing as needed, potentially exceeding typical dosing.

The emergence of these substances presents challenges for detection, surveillance, and clinical recognition. Their presence may contribute to unexpected overdose patterns or cases that do not align with typical opioid trends. Continued monitoring and awareness are essential. Partners and providers are encouraged to report unusual overdose cases, trends or suspected novel substance involvement to Dallas County Health and Human Services to support timely situational awareness and coordination with regional health authorities. Updates will be provided as they become available.

**Partner Actions:** Share this advisory with clinical staff, school nurses, behavioral health providers, harm reduction programs, and youth-serving organizations. Educate youth and caregivers on recognition and risks of these products; promote naloxone access and training. Coordinate with retailers for age verification and against misleading marketing.

<span style="color: red;">■</span> <b>Alert:</b>	Conveys the highest level of importance; warrants immediate action or attention
<span style="color: green;">■</span> <b>Advisory:</b>	Provides important information for a specific incident or situation; may not require immediate action.
<span style="color: blue;">■</span> <b>Update:</b>	Provides update information regarding an incident or situation; unlikely to require immediate action.
<span style="color: black;">■</span> <b>Information:</b>	Provides general information that is not necessarily considered to be of an emergent nature.

# 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)
- **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 SOGP 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)

#### **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

### 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.



**Physician Leadership Advisory Group (PLAG)**  
**Meeting Notes**  
**April 1, 2026**

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Attendees: Dr. Bennett, Dr. Rashid, Dr. Starling, Dr. Young, Dr. Mehta, Dr. Grable.

NTHBA Staff: Matt Roberts, Robert Johnson, Caitlyn Traylor, Jessica Martinez, Joan Marandure, David Kemp

**1. Call to Order**

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

**2. Routine Updates**

- a. State Hospital Update
  - Ms. Martinez reported that the NTBHA service at TSH is continuing with expanded hours. Of note was the increased number of adolescents in recent weeks.
- b. Pharmacy Highlights.
  - Mr. Roberts reviewed the report from IPM.

**3. New Business**

- PLAG Co-Chair
  - Dr. Bennett noted that Dr. Hunter will be retiring in the coming weeks. As such Dr. Bennett opened the floor to volunteers and nominations for the role.
- CPL critical alert value for lithium
  - Dr. Bennett discovered that the critical alert value for Lithium at CPL was set at 5, much higher than it should be. Dr. Bennett engaged with CPL to set the alert at a proper level. Mr. Roberts will follow up with CPL to have the alert level for all NTBHA accounts set appropriately. In the meantime all clinics are advised to monitor any Lithium lab requests and responses very closely.

**4. Old Business**

- a. None

**5. Adjournment**

- a. The meeting adjourned at 8:43

Next Meeting: May 6, 2026



## 89<sup>th</sup> Texas Legislature House Interim Charges Related to Behavioral Health

### INTERIM SESSION

The period between the close of the Regular Session of the Texas Legislature and the beginning of the next session is called the Interim. It is the period in which legislative committees review what was accomplished in the most recent session and study ongoing or emerging issues, to gather expert advice, to form policy positions, and draft legislative proposals to address them.

House Standing Committees continue from session to session. They are established to study specific areas of law and are responsible for reviewing proposed legislation related to the assigned subject, such as Agriculture, Appropriations, Criminal Justice, etc. Committee Chairs, Vice-Chairs, and Members are appointed by the Speaker of the House.

Select Committees, unlike Standing Committees, are formed for a specific purpose and meet for a limited period of time. They are established to study and make legislative recommendations for a narrow, specialized area of law. For example, in the interim of the 84<sup>th</sup> Texas Legislature, Speaker Joe Straus appointed a Select Committee on Mental Health. In the interim of the 85<sup>th</sup> Texas Legislature, he appointed a Select Committee on Opioids and Substance Abuse. The reports of these select committees helped shape legislative proposals in the following regular legislative sessions.

In the interim, the Members of each committee suggest topics for interim study related to the committee's jurisdiction to the Committee Chair. Each Committee Chair submits suggestions to the Speaker, who considers the suggestions to develop Interim Charges. Interim Charges are the Committee's 'homework' for the interim. Each member is expected to study the issues individually, and to participate in public committee hearings that invite expert testimony as well as testimony from members of the general public. An Interim Report on each charge is prepared by the committee and submitted to the Speaker and the next Texas House of Representatives. Thus, the Interim Reports that the Committees of the 89<sup>th</sup> Texas produce will be submitted to the 90<sup>th</sup> Texas Legislature. Generally, committee chairs and members use the recommendations they made in the Interim Report to draft legislation that they carry in the regular session to address the policy concerns that were highlighted by the interim charges, studies, hearings, and subsequent report.

Entire list of Interim Committee Charges for the 89<sup>th</sup> Texas House of Representatives:

<https://www.house.texas.gov/pdfs/speaker/F-Interim-Charges-3.25.pdf>

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

## STANDING COMMITTEES

### Appropriations Committee

#### **Monitoring:**

Monitor and oversee the implementation of appropriations bills, other legislation passed by the 89th Legislature affecting the allocation or use of funds from the state treasury, and major spending items, including funding for the following:

- Increasing personal attendant wages.
- Supporting and expanding rural health care.

### Criminal Jurisprudence Committee

#### **Fraud and Financial Exploitation of Elderly and Vulnerable Texans:**

- Examine trends related to the crimes of fraud, financial exploitation, and abuse targeting elderly and vulnerable Texans, including crimes involving telecommunications and emerging technologies.
- Review the effectiveness of current criminal statutes, penalties, restitution tools, and coordination among law enforcement and regulatory agencies.
- Identify gaps in detection, investigation, prosecution, and victim recovery, and provide recommendations to strengthen prevention and accountability.

### Delivery of Government Efficiency Committee

#### **Agency Oversight:**

Pursuant to the broad oversight responsibilities granted to the Committee under Section 301.014, Government Code, and the House Rules of Procedure, monitor the agencies under the Committee's jurisdiction, including for fraud, waste, and abuse, where applicable. The jurisdiction of the Delivery of Government Efficiency Committee includes the following agencies:

- The Sunset Advisory Commission

#### **Preventing Fraud, Waste, and Abuse:**

Study methods by which the state can leverage technology, including artificial intelligence, to detect fraud, waste, and abuse of taxpayer resources.

### Committee on Homeland Security and Public Safety—Subcommittee on Defense and Veterans' Affairs

#### **Veteran Mental Health Programs:**

- Monitor the implementation of [HB 114](#), relating to the transfer of functions relating to certain veteran mental health programs and plans to the Texas Veterans Commission.
- Conduct active oversight to ensure the efficient and effective transfer of authority, funding, personnel, and administrative responsibilities.

## Human Services Committee

**Monitoring:** Monitor the implementation and associated rulemaking of all legislation passed by the Committee and enacted by the 89th Legislature to ensure that legislative purposes are properly implemented, including the following:

- [HB 26](#), relating to authorizing Medicaid managed care organizations to offer nutrition support services in lieu of other state Medicaid plan services.
- [HB 109](#), relating to the construction, expansion, and operation of certain inpatient mental health facilities and the designation of residential treatment facilities for certain juveniles.

### **Provision of Services for Texans With Intellectual and Developmental Disabilities:**

- Evaluate the availability of services for Texans with intellectual and developmental disabilities, including service coordination, Home and Community-Based Services, and the functionality of the waiver interest list.
- Ensure vulnerable Texans are protected by the current regulatory landscape and make recommendations for improvements.

### **Preventing Fraud, Waste, and Abuse:**

- Ensure government services provided by agencies under the committee's jurisdiction, including Medicaid and the Supplemental Nutrition Assistance Program, efficiently serve eligible Texans.
- Evaluate barriers to efficient service provision for both clients and the providers of services, particularly the enrollment and credentialing of Medicaid providers.
- Review current efforts to identify and prevent fraud, waste, and abuse, and consider additional measures to reduce costs to taxpayers.

### **Agency Oversight:**

Pursuant to the broad oversight responsibilities granted to the Committee under Section 301.014, Government Code, and the House Rules of Procedure, monitor the agencies under the Committee's jurisdiction, including for fraud, waste, and abuse, where applicable. The jurisdiction of the Human Services Committee includes the following agencies:

- The Health and Human Services Commission and the Texas Behavioral Health Executive Council as it relates to the subject matter jurisdiction of the Committee;
- The Department of Family and Protective Services;
- The Texas State Board of Social Worker Examiners; and
- The Texas State Board of Examiners of Professional Counselors.

## Intergovernmental Affairs Committee

### **Mental Health Impacts, Homelessness, and System Recidivism:**

- Study and evaluate the relationship between mental health conditions, homelessness, and the criminal justice system.
- Examine the availability of specialized high-acuity beds for the homeless, specifically for those with severe mental illness, addiction, and complex medical conditions.
- Make recommendations regarding pre-arrest diversion, alternatives to inpatient hospitalization, and best practices for sharing data to reduce recidivism.

## Judiciary and Civil Jurisprudence Committee

### **Court-Ordered Mental Health Services:**

- Review the process, criteria, duration, outcome, and necessity of court-ordered mental health services for families and children, including reunification therapies.
- Evaluate the availability and appointment of such providers.
- Analyze the effectiveness of these services and the financial burden they can impose.
- Determine if these mandated services and providers infringe on parental rights.

## Public Education Committee

### **Monitoring:**

- Monitor the implementation and associated rulemaking of all legislation passed by the Committee and enacted by the 89th Legislature to ensure that legislative purposes are properly implemented, including the following:
  - [HB 6](#), relating to discipline management and access to telehealth mental health services in public schools

## Public Health Committee

### **Monitoring:**

- Monitor [SB 2308](#), relating to the establishment of a consortium to conduct United States Food and Drug Administration's drug development clinical trials with ibogaine to secure the administration's approval of the medication's use for treatment of opioid use disorder, co-occurring substance use disorder, and any other neurological or mental health conditions for which ibogaine demonstrates efficacy and to the administration of that treatment.

### **Texas Rural Health Transformation Program:**

- Study the implementation and impact of federal funding awarded to Texas under the Rural Health Transformation Program.
- Review the Texas Health and Human Services Commission's program applications, processes, and use of funds.

- Assess how the program may affect access to care, rural health care delivery, behavioral health and telehealth services, workforce stability, and provider sustainability.
- Identify opportunities to improve program oversight and maximize its long-term effectiveness.

**Social Media’s Impact on Youth Health and Well-Being:**

- Study the impact of social media platforms and artificial intelligence technologies on the mental health, cognitive development, and behavioral well-being of minors in Texas.

**Artificial Intelligence Use in Health Care:**

- Study the use of artificial intelligence in the health care system to improve access, quality, and efficiency of care, while evaluating potential risks to patient safety, privacy, and access to care for Texans.

**Public Health Trends and Prevention:**

- Review current data on communicable diseases and emerging public health threats in Texas.
- Examine strategies to address rising rates of 38 chronic diseases.
- Evaluate effective interventions for substance use disorders.
- Study opportunities to reduce morbidity and mortality among Texans.

**Texas Health Care Workforce:**

Review the current and projected health care workforce shortage in Texas and make recommendations to reduce its impact on access to care and service delivery.

**Telehealth:**

- Evaluate the use of telehealth and virtual care models in Texas, including their impact on access, cost, quality, and patient outcomes, and recommend opportunities to modernize health care technology.

**Agency Oversight:**

- Pursuant to the broad oversight responsibilities granted to the Committee under Section 301.014, Government Code, and the House Rules of Procedure, monitor the agencies under the Committee’s jurisdiction, including for fraud, waste, and abuse, where applicable.
- The jurisdiction of the Public Health Committee includes the following agencies:
  - The Health and Human Services Commission and Texas Behavioral Health Executive Council as it relates to the subject matter jurisdiction of the Committee;
  - The Texas Child Mental Health Care Consortium.

## State Affairs Committee

### **Disaster Preparedness, Response, and Recovery:**

- Review the application of current state law as it relates to state and local disaster preparedness, response, and recovery.
- Review state agency and local government requirements related to training, licensing, education, coordination, and mass fatality operations.
- Identify beneficial disaster management practices to improve the coordination of communications between governmental entities and streamline response and recovery efforts, including those related to intergovernmental command structures.
- Evaluate the applicability of other regulatory requirements that hinder disaster response and recovery throughout the state and recommend corresponding statutory or state policy changes.

## Ways & Means Committee

### **(possible impact due to language regarding limiting growth of local government spending)**

#### **Local Government Spending:**

- Examine local government spending and debt practices, including the use of certificates of obligation, to determine the overall impact on property tax rates.
- Evaluate other revenue sources, such as fees, utilized by local units of government to facilitate increased spending.
- Make recommendations to improve the long-term affordability for Texas families by limiting the growth of local government spending.

## SELECT COMMITTEES

### Select Committee on Governmental Oversight

#### **Safeguarding Taxpayer Funds:**

- Study how local governments appropriate public funds to, or otherwise contract with, third-party consultants and nongovernmental organizations for services, including those related to health and human services, public safety, and homelessness policies.
- Assess trends in third-party services spending and evaluate risks and benefits.
- Examine the degree of influence third-party consultants and nongovernmental organizations exert on matters of public policy and make recommendations to prevent conflicts of interest and ensure full transparency and accountability in the expenditure of taxpayer funds.

#### **Texas Public Information Act:**

- Study the applicability of the Texas Public Information Act, the entities currently subject to the Act, its effectiveness, and the necessity of current exemptions from public disclosure.
- Additionally, review requirements related to public notices and make recommendations to improve citizen awareness and transparency

### Select Committee on Health Care Affordability

- Evaluate health care cost drivers, including statutory, regulatory and administrative burdens, and the impact of fraud, waste, and abuse.
- Study potential improvements to the delivery system and emerging financing models that reduce the cost of health care.
- Evaluate the impact insurance design, cost sharing, market structure, and payment policies have on consumers and employers. Consider opportunities to encourage flexibility and innovation in plan design to improve affordability while maintaining access to quality care.
- Identify options that eliminate barriers for small and midsize employers to offer health care coverage.
- Examine the impact of consolidation on patient choice, market competition, and price and value in health care services.
- Review the level of consumer transparency in health care markets to ensure consumers have access to clear, accurate, and actionable information on prices, benefits, and out-of-pocket costs.
- Recommend ways to improve consumer engagement and encourage opportunities to evaluate the cost and quality of health care.
- Review the implementation of prior legislation and other legislative efforts to reduce the price of health care and make recommendations to support and improve their effectiveness.



## 89<sup>th</sup> Texas Legislature Senate Interim Charges Related to Behavioral Health

### INTERIM SESSION

The period between the close of the Regular Session of the Texas Legislature and the beginning of the next session is called the Interim. It is the period in which legislative committees review what was accomplished in the most recent session and study ongoing or emerging issues, to gather expert advice, to form policy positions, and draft legislative proposals to address them.

Senate Standing Committees continue from session to session. They are established to study specific areas of law and are responsible for reviewing proposed legislation related to the assigned subject, such as Business & Commerce, Finance, Health & Human Services, etc. Committee Chairs, Vice-Chairs, and Members are appointed by the Lieutenant Governor.

Select Committees, unlike Standing Committees, are formed for a specific purpose and meet for a limited period of time. They are established to study and make legislative recommendations for a narrow, specialized area of law. For example, Lieutenant Governor Patrick has appointed multiple select committees this session including a Select Committee on Disaster Preparedness & Flooding, and a Select Committee on Veterans Affairs to study the implementation of [SB 1814](#), which transferred veteran mental health programs from the Texas Health and Human Services Commission to the Texas Veterans Commission. The reports of these select committees can help shape legislative proposals in the following regular legislative sessions.

In the interim, the Members of each committee suggest topics for interim study related to the committee's jurisdiction to the Committee Chair. Each Committee Chair submits suggestions to the Lieutenant Governor, who considers the suggestions to develop Interim Charges. Interim Charges are the Committee's 'homework' for the interim. Each member is expected to study the issues individually, and to participate in public committee hearings that invite expert testimony as well as testimony from members of the general public. An Interim Report on each charge is prepared by the committee and submitted to the Lieutenant Governor and the next Texas Senate. Thus, the Interim Reports that the Committees of the 89<sup>th</sup> Texas Senate produce will be submitted to the 90<sup>th</sup> Texas Senate. Generally, committee chairs and members use the recommendations they made in the Interim Report to draft legislation that they carry in the regular session to address the policy concerns that were highlighted by the interim charges, studies, hearings, and report.

Entire list of Interim Committee Charges for the 89<sup>th</sup> Texas Senate:

<https://www.ltgov.texas.gov/wp-content/uploads/2026/03/2026-Interim-Charges.pdf>

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

## STANDING COMMITTEES

### Business and Commerce Committee

#### **Strengthening Regulatory Oversight and Access to Affordable Insurance for Texans:**

- Evaluate the rising cost of property and casualty insurance in Texas.
- Consider the stability and competitiveness of the Texas insurance market, insurer participation, and coverage availability to meet consumer demand.
- Make recommendations to increase affordability, improve reporting to strengthen consumer protections, and support timely regulatory and legislative responses.

**Monitoring:** Monitor the implementation of legislation addressed by the Senate Committee on Business and Commerce passed by the 89th Legislature, as well as relevant agencies and programs under the committee's jurisdiction. Specifically, make recommendations for any legislation needed to improve, enhance, or complete implementation of the following:

- [Senate Bill 815](#) (89th Legislature), relating to the use of certain automated systems in, and certain adverse determinations made in connection with, the health benefit claims process;
- [Senate Bill 1964](#) (89th Legislature), relating to the regulation and use of artificial intelligence systems and the management of data by governmental entities;
- [House Bill 149](#) (89th Legislature), relating to regulation of the use of artificial intelligence systems in this state; providing civil penalties.

### Criminal Justice Committee

#### **Addressing Juvenile Violence:**

- Study the growing violence among juveniles both in communities and state and county secure facilities.
- Examine the effectiveness of juvenile diversion programs, sentencing laws, and whether determinate sentences for all “3G” violent juvenile offenders would better ensure public safety.
- Make recommendations to improve juvenile outcomes and protect the public.

#### **Protecting the Public From Violent Offenders Found Not Guilty By Reason of Insanity:**

- Examine the policies and procedures of the Health and Human Services Commission (HHSC) regarding murderers, robbers, rapists, and other violent offenders found not guilty by reason of insanity and entrusted to HHSC for mental health treatment in lieu of prison.
- Evaluate the community supervision recommendations made by HHSC to the courts for those found not guilty by reason of insanity, and whether those recommendations prioritize public safety.
- Make recommendations to emphasize and ensure public safety for victims and the community.

## Education

### **Monitoring:**

- Monitor the implementation of legislation addressed by the Senate Committee on Education passed by the 89th Legislature, as well as relevant agencies and programs under the committee's jurisdiction.
- Specifically, make recommendations for any legislation needed to improve, enhance, or complete implementation of the following:
  - [House Bill 6](#) (89th Legislature), relating to discipline management and access to telehealth mental health services in public.

## Finance Committee

### **Preventing Fraud, Waste, and Abuse:**

- Review state agencies' strategies to detect and mitigate fraud, waste, and abuse.
- Quantify the fiscal impact of financial impropriety on the state budget.
- Identify high-risk areas such as entitlement programs, contracted services, and technology contracts.
- Assess prevention and recovery efforts, including data analytics, reporting mechanisms, financial recoveries, and prosecutions.
- Make recommendations to strengthen oversight and better protect public funds.

## Health and Human Services Committee:

### **Protecting Taxpayer Funds--Preventing Fraud and Abuse:**

In support of Governor Abbott's call to action to eliminate fraud, explore and recommend ways to prevent fraud and abuse in Texas human service programs including, but not limited to, Medicaid and Child Care Services programs.

### **Addressing Societal Impacts of THC Product Consumption:**

- Study the impact of THC on increased health care costs, mental health emergency detentions, and the risk of being diagnosed with a THC-induced psychotic disorder.
- Make recommendations to decrease health care and criminal justice costs.

### **Strengthening Crisis Related Mental Health and Homelessness Services:**

- Determine the state's authority and procedures for providing public mental health services and the intersection of those services with homelessness and addiction.
- Evaluate the effectiveness, consistency, and outcomes of competency restoration for criminally charged individuals awaiting trial, as well as processes for civil in-patient and out-patient commitments.
- Make recommendations to prioritize the most acute populations for treatment in order to reduce public safety threats.

### **Rising Health Care and Insurance Costs:**

- Examine the drivers of rising health care costs in Texas.

- Consider whether certain providers and models for health care services, including, but not limited to, Pharmacy Benefit Managers and health care facility fees, have resulted in business practices that are contributing to rising health care costs and insurance premiums.
- Identify ways to lower the cost of health care and increase market flexibility, drawing on additional product offerings like Health Savings Accounts and new flexible plans.

**Monitoring:**

- Monitor the implementation of legislation addressed by the Senate Committee on Health and Human Services passed by the 89th Legislature, as well as relevant agencies and programs under the committee's jurisdiction. Specifically, make recommendations for any legislation needed to improve, enhance, or complete implementation of the following:
  - Mental health programs and services provided through the Texas Child Mental Health Care Consortium;
  - [SB 331](#) (89-R), relating to the disclosure of health care cost information by certain health care facilities, imposing an administrative penalty. This legislation includes mental hospitals, crisis stabilization units, chemical dependency treatment facilities, and narcotic drug treatment programs.
  - [SB 1236](#) (89th Legislature), relating to the relationship between pharmacists or pharmacies and health benefit plan issuers or pharmacy benefit managers.
  - Other legislation related to health care costs.

**SELECT COMMITTEES**

**Select Committee on Veteran Affairs**

**Monitoring:**

- Monitor the implementation of legislation passed by the 89th Legislature, as well as relevant agencies and programs under the committee's jurisdiction.
- Specifically, make recommendations for any legislation needed to improve, enhance, or complete implementation of the following:
  - [Senate Bill 1814](#) (89th Legislature), relating to the creation and maintenance of an electronic database to provide information to certain members of the United States armed forces regarding the resources and benefits provided to veterans; and
  - [House Bill 114](#) (89th Legislature), relating to the transfer of functions relating to certain veteran mental health programs and plans to the Texas Veterans Commission.



## 89<sup>th</sup> Texas Legislature Senate Committee Appointments

### STANDING COMMITTEES

#### **Senate Committee on Administration**

Bob Hall, Chair  
Brent Hagenbuch, Vice Chair  
Molly Cook  
Sarah Eckhardt  
Adam Hinojosa  
Lois Kolkhorst  
José Menéndez

#### **Senate Committee on Business and Commerce**

Charles Schwertner, Chair  
Chair Phil King, Vice Chair  
César Blanco  
Donna Campbell  
Brent Hagenbuch  
Adam Hinojosa  
Nathan Johnson  
Lois Kolkhorst  
José Menéndez  
Kevin Sparks  
Judith Zaffirini

#### **Senate Committee on Criminal Justice**

Pete Flores, Chair  
Tan Parker, Vice Chair  
Brent Hagenbuch  
Juan “Chuy” Hinojosa  
Joan Huffman  
Phil King  
Borris Miles

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### **Senate Committee on Economic Development**

Angela Paxton, Chair  
Kevin Sparks, Vice Chair  
Carol Alvarado  
Charles Schwertner  
Royce West

### **Senate Committee on Education**

Donna Campbell, Chair  
Paul Bettencourt, Vice Chair  
Brent Hagenbuch  
Phil King  
José Menéndez  
Tan Parker  
Angela Paxton  
Royce West

### **Senate Committee on Finance**

Joan Huffman, Chair  
Juan “Chuy” Hinojosa, Vice Chair  
Carol Alvarado  
Paul Bettencourt  
Donna Campbell  
Pete Flores  
Bob Hall  
Phil King  
Lois Kolkhorst  
Angela Paxton  
Charles Perry  
Charles Schwertner  
Royce West  
Judith Zaffirini

### **Senate Committee on Health and Human Services**

Lois Kolkhorst, Chair  
Charles Perry, Vice Chair  
César Blanco  
Molly Cook  
Bob Hall  
Bryan Hughes  
Borris Miles  
Kevin Sparks



### **Senate Committee on Higher Education**

Paul Bettencourt, Chair  
Brent Hagenbuch, Vice Chair  
Carol Alvarado  
Phil King  
Tan Parker  
Angela Paxton  
Royce West

### **Senate Committee on Local Government**

Paul Bettencourt, Chair  
Bryan Hughes, Vice Chair  
Molly Cook  
Roland Gutierrez  
Phil King  
Angela Paxton  
Royce West

### **Senate Committee on Natural Resources**

Kevin Sparks, Chair  
Judith Zaffirini, Vice Chair  
Carol Alvarado  
César Blanco  
Pete Flores  
Bryan Hughes  
Tan Parker

### **Senate Committee on Nominations**

Adam Hinojosa, Chair  
Carol Alvarado  
Sarah Eckhardt  
Bryan Hughes  
Borris Miles  
Angela Paxton  
Kevin Sparks

### **Senate Committee on State Affairs**

Bryan Hughes, Chair  
Angela Paxton, Vice Chair  
Paul Bettencourt  
Bob Hall  
Adam Hinojosa  
Tan Parker  
Charles Perry  
Charles Schwertner  
Judith Zaffirini

### **Senate Committee on Transportation**

Tan Parker, Chair  
Royce West, Vice Chair  
Paul Bettencourt  
Brent Hagenbuch  
Chuy Hinojosa  
Nathan Johnson  
Phil King  
Borris Miles  
Charles Perry

### **Senate Committee on Water, Agriculture, and Rural Affairs**

Charles Perry, Chair  
Kevin Sparks, Vice Chair  
César Blanco  
Roland Gutierrez  
Adam Hinojosa  
Lois Kolkhorst  
José Menéndez

### **Sunset Advisory Commission**

Lois Kolkhorst, Chair  
César Blanco  
Donna Campbell  
Bryan Hughes  
Kevin Sparks



Fiscal Year  
2026

Service Month  
All

Provider  
All

Measure  
All

6 Month View  
True

Performance Measures FY26 - All

Measure	Description	2026 FY First Half						YTD 2026
		202509	202510	202511	202512	202601	202602	
<b>Adult Improvement</b>	At least 20% of all adults authorized in a FLOC shall show improvement in at least one domain							41.1%
<b>Adult Service Target</b>	Count	27728	27950	27778	27530	27376	27598	
<b>Child Improvement</b>	At least 25.0% of all children authorized in a FLOC shall show improvement in at least one domain							49.4%
<b>Child Service Target</b>	Count	7999	8177	8201	7940	7675	7837	
<b>Community Tenure</b>	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%	
<b>Crisis 7 Day Follow-up</b>	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	40.2%	42.1%	42.3%	45.0%	28.9%	23.3%	
<b>Effective Crisis Response</b>	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%	97.4%	89.4%	95.2%	94.7%	97.2%	
<b>Hospital 7 Day Follow-up</b>	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	53.9%	59.4%	54.1%	35.7%	57.1%	46.9%	

**RESOLUTION**

**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

**RESOLUTION NO:** 492-2026 Approve NTBHA Quality Management Plan for FY2026 - FY2028

**DATE:** April 8, 2026

**STATE OF TEXAS }**

**COUNTY OF DALLAS }**

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 8th day of April 2026, 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 Quality Management Plan for FY2026 - FY 2028.

**DONE IN OPEN MEETING** this the 8th day of April 2026.

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:** April 8, 2026

**AGENDA ITEM #11: Resolution 492-2026 Approve NTBHA Quality Management Plan for FY2026 – FY2028**

**Recommendation/Motion:** Approve the NTBHA Quality Management Plan for FY 26 - FY 28

#### **Background:**

In order to guide NTBHA’s quality management operations and to comply with all clinical best practices, board policies, state, and Federal laws, the CEO of NTBHA established an overall Quality Management Plan for accomplishing the following: 1. Guiding the activities of the Quality Management Department, 2. Establishing processes for assessing the quality of services, 3. Identifying standards against which performance is measured, 3. Reviewing, discussing, and determining changes based on data and outcome measures, 4. Creating a focused work plan that directs time, effort, and resources, and 5. Communicates and coordinates significant changes in its contract monitoring procedures with relevant staff.

**Evaluation:** N/A

**Financial Information:** N/A

**Implementation Schedule:** The NTBHA Quality Management Plan (FY 26 - FY 28) will become effective upon board approval.



**Attachments:** NTBHA QM Plan SFY2026-2028

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

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

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

# Quality Management Plan FY 2026 – 2028

## North Texas Behavioral Health Authority

*Effective: XX/XX/XXXX*

## Quality Management Plan

### Overview

The North Texas Behavioral Health Authority (NTBHA) provides services to individuals experiencing mental illness and/or a substance use disorder in Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall counties, regardless of their ability to pay, place of residence, and/or their experience of homelessness. NTBHA is committed to improving the overall health of these individuals by forming partnerships with a network of providers that offer a comprehensive array of behavioral health services and specialty programs for eligible adults and children, ages 3 and up. Additionally, NTBHA is recognized as a Certified Community Behavioral Health Clinic (CCBHC) in collaboration with partner organizations Child and Family Guidance Center, Homeward Bound, and Southern Area Behavioral Healthcare. This provides a “no wrong door” approach to providing accessible, high-quality, recovery-oriented services.

NTBHA is committed to ensuring that all individuals are provided with care that is accessible, culturally sensitive, effective, equitable, evidence-based, person-centered, and safe, regardless of the program, provider, or staff, by continually monitoring and improving the quality of care (QOC) and quality of services (QOS) provided to individuals receiving services. NTBHA’s Quality Management (QM) Plan guides quality improvement plans and activities, which are continuously reviewed and revised to reflect developments within the NTBHA network. The Quality Management Plan functions to ensure both excellence in service delivery and adherence to regulatory requirements. The plan creates a coordinated system of oversight, accountability, and continuous improvement across the organization.

### Mission and Values Statements

The North Texas Behavioral Health Authority’s mission is to seek to create a well-managed, integrated, high-quality delivery system of behavioral health services available to eligible consumers residing in our catchment area.

#### Certified Behavioral Health Clinic (CCHBC) Mission

The NTBHA CCBHC’s mission is to strengthen individuals, support families, and serve communities through well-coordinated and integrated healthcare with a holistic, “no wrong door” approach, providing accessible, high-quality, recovery-oriented services.

## Values

- **Approach**  
We believe that the public healthcare system, which serves a community, is the responsibility of that community.
- **Sustainability**  
We believe that a health care system must be able to sustain quality services to the community in order for those we serve to thrive.
- **Community Support**  
We believe in forming partnerships within the community that we serve that provides opportunities for that community to take part in the greater health for all.
- **Overseen Locally**  
Our board members are appointed by elected county officials from each of our six counties.

## Quality Management Program Structure

### Quality Management Department

- Chief Quality and Clinical Compliance Officer
- QM Manager
- Compliance Manager
- QM Team Lead
- Integrated Quality and Utilization Manager
- 6 Quality Management Specialists

### Governance and Leadership

The NTBHA Board of Directors is ultimately responsible for the level of quality and safety of NTBHA's business and clinical operations, including the providers in NTBHA's network and CCBHC. The Board approves the Quality Management Plan every two years, or more frequently if substantial changes are made to the QM Plan. The NTBHA Board of Directors delegates the responsibility for the overall management of the organization to the Chief Executive Officer (CEO). Development, implementation, monitoring, and evaluation of the QM Plan is delegated to the Chief Quality and Clinical Compliance Officer, who oversees the department, as described above, implementing the plan. The Board may periodically ask for reports related to the QM Plan to be provided by the CEO or Chief Quality and Clinical Compliance Officer.

## Committees and Meetings

Members of the Quality Management team participate in various meetings and committees to ensure that decisions and discussions align with the NTBHA QM Plan.

### *CCBHC Collaborative and Strategy Meetings*

NTBHA Lead: Director of CCBHC Implementation

NTBHA's CCBHC Collaborative Meetings occur quarterly to promote uniformity in quality and approach within the NTBHA CCBHC. This is an opportunity for clinical and administrative leaders from each of the Joint Employment Agencies that make up our cooperative NTBHA CCBHC to provide information and feedback. NTBHA will review and consider this input to improve administrative and clinical processes, policies, procedures, documents, and other elements that function effectively across the CCBHC. Other regularly discussed topics include reviews of quality metrics and necessary follow-up, including reporting, electronic health record implementation, etc.

NTBHA's CCBHC Strategy Meetings are held twice monthly and provide opportunities to reach internal consensus on CCBHC-related decisions before they are presented to and discussed with the CCBHC Collaborative. Decisions cover all areas of operation, including administrative and clinical processes, uniform documentation, policies and procedures, review of quality metrics, QM plan, and necessary follow-up, including reporting, electronic health record implementation, etc. NTBHA ensures the appropriate internal staff are present, dependent on each agenda.

### *NTBHA Provider Network Meeting*

NTBHA Lead: Director of Provider Relations

Provider Network Meetings occur monthly. These meetings include both mental health and substance use providers and serve as a platform for NTBHA to disseminate information and share updates on upcoming initiatives. QM plays a vital role in these meetings, providing technical assistance, discussing process changes, emerging trends, and concerns.

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

NTBHA Lead: Chief Strategy Officer

The PNAC is composed of at least 9 people, 51 percent of whom shall be individuals receiving NTBHA services or their family members. Other interested citizens from our community may also apply to participate in this committee. The PNAC meets no less than bi-monthly to discuss current issues and policies on a variety of topics that impact service delivery, network expansion, evaluation, and development. The PNAC strives to enhance

North Texas Behavioral Health Authority  
Quality Management Plan

the quality of services by providing information and feedback to NTBHA's Board of Directors regarding both mental health and substance use services.

*Quarterly Provider Check-Ins*

NTBHA Lead: Director of Provider Relations

NTBHA meets with all individual providers quarterly to discuss contractual progress, address concerns, and provide technical assistance, as needed. A member of the QM department participates in this meeting to share relevant QM updates and reminders and to address any outstanding items.

*Utilization and Quality Management Committee*

NTBHA Lead: Director of Outpatient, Utilization, and Evaluation

The purpose of the committee is to ensure effective management of clinical and fiscal resources and the efficiency of UM and QM processes. The committee meets quarterly to review and discuss reports related to utilization of services, quality management, operations, and to review trends and provide recommendations. Attendees may include:

- Director of Utilization Management
- Director of Outpatient Utilization & Evaluation
- Chief Quality and Clinical Compliance Officer
- QM Manager
- Compliance Manager
- Finance Department, Manager
- QM Team Lead
- Chief Medical Officer
- Chief Operations Officer
- Chief of Clinical Development

Additional staff may attend committee meetings, as needed.

## Quality Management Goals and Objectives

Goal 1: To drive continuous quality improvement through a data-driven framework that upholds financial and clinical integrity, ensures adherence to organizational standards, promotes accountability, and supports efforts to meet the needs of the communities we serve.

Objectives

1. NTBHA will reinforce continuous quality improvement (CQI) practices across the network to drive measurable improvements. This includes:
  - a. Developing a data-driven CQI plan that prioritizes improvement in areas by using measurable objective indicators.
  - b. Implementing routine data collection, validation, and reporting cycles.

North Texas Behavioral Health Authority  
Quality Management Plan

- c. Establishing feedback loops that encourage staff input and collaborative problem-solving.
2. NTBHA will promote consistent implementation of organizational policies and procedures. This includes:
  - a. Reviewing policies and procedures regularly, ensuring adherence to regulatory and contractual requirements.
  - b. Communicating and training staff in relevant policies and procedures.
  - c. Monitoring implementation of policies and procedures across NTBHA programming.

Goal 2: To foster a supportive and accountable environment for the NTBHA network rooted in collaboration, trust, and transparency, to improve quality outcomes and minimize risk through proactive monitoring, training, early detection, and continuous improvement.

Objectives

1. NTBHA will promote open communication and shared learning to support consistent, high-quality service delivery. This includes:
  - a. Hosting regular provider meetings, learning collaboratives, and quality forums to discuss performance trends, challenges, and best practices.
  - b. Providing transparent monitoring results and improvement strategies.
  - c. Engaging providers in collaborative problem-solving and input for quality processes and corrective action strategies.
2. NTBHA will establish clear expectations and reinforce a culture where providers feel supported in meeting quality and compliance standards. This includes:
  - a. Defining and communicating performance expectations related to quality, compliance, and risk management.
  - b. Integrating quality and compliance indicators into provider performance evaluations and contract monitoring processes.
  - c. Encouraging open reporting of concerns and improvement opportunities without punitive response.
3. NTBHA will support provider development through targeted training and technical assistance and use structured oversight processes to identify risks. This includes:
  - a. Offering ongoing training on best practices, documentation standards, compliance requirements.
  - b. Providing technical assistance to providers who demonstrate performance gaps or areas of concern.
  - c. Conducting routine risk assessments and monitoring activities such as comprehensive reviews and data audits.

Goal 3: To ensure all individuals have equitable access to timely, safe, high-quality, person-centered care that meets standards, upholds client rights, validates individual experiences, promotes advocacy and empowerment, and supports increased stability and well-being.

Objectives

1. NTBHA will uphold standards that promote safety, clinical excellence, and timely care. This includes:
  - a. Monitoring adherence to clinical and regulatory standards across the network.
  - b. Reviewing incidents and complaints to identify trends and implement preventative strategies.
  - c. Supporting providers in implementing evidence-based practices that enhance treatment quality and outcomes.
2. NTBHA will ensure that services honor individual preferences, experiences, and goals. This includes:
  - a. Promoting treatment planning processes that reflect client strengths, needs, and self-identified priorities.
  - b. Encouraging providers to use trauma-informed, recovery-oriented approaches that validate individuals' feelings and experiences.
  - c. Incorporating community and client feedback into quality improvement efforts.
3. NTBHA will ensure that all individuals are informed of and protected in their rights throughout the care process. This includes:
  - a. Monitoring provider compliance with rights notification, grievance procedures, and confidentiality requirements.
  - b. Reviewing rights-related concerns and ensuring timely resolution and corrective action when needed.
  - c. Supporting individuals in becoming active participants in their care and advocates for their well-being.
4. NTBHA will use data-driven quality improvement processes to enhance outcomes and support long-term stability. This includes:
  - a. Implementing continuous quality improvement (CQI) methodologies across programs to address gaps and strengthen outcomes.
  - b. Monitoring key indicators related to stability, engagement, safety, and recovery.
  - c. Sharing best practices and lessons learned across the network to promote consistent improvement.

## Quality Management Functions

NTBHA's QM Plan aims to forge and implement activities that lead and support the network of providers and CCBHC staff in effective quality management processes that promote hope, support recovery, build resilience, and reduce risk. Each activity promotes collaborative and continuous quality improvement (CQI), aligned with NTBHA's responsibilities as the Local Behavioral Health Authority and the CCBHC quality measures and goals. Responsibilities of the QM Department include, but are not limited to, the following:

- Ensuring compliance with rules, regulations, contracts, and CCBHC guidelines.
- Reviewing and analyzing data collected through QM, network providers, and CCBHC staff activities.
- Preparing periodic reporting of QM activities to its governing body, providers, other appropriate organizational staff members, and community stakeholders, as needed to provide accountability and transparency.
- Ensuring implementation of, review of, and updating the QM Plan, for approval by the NTBHA Board of Directors.
- Working alongside network providers and CCBHC staff to identify and implement solutions that mitigate risks to the individuals receiving services and improve compliance with program standards.
- Assisting network providers and CCBHC staff with corrective action plans to meet the requirements outlined in appropriate contracts, the Texas Administrative Code, and other state/federal guidelines.
- Providing technical assistance related to quality oversight necessary to improve the quality and accountability of services.
- Collecting data and reporting trends related to significant incidents, events, and complaints.
- Recommending new or updated policies and developing procedures.
- Using data and outcomes to advise the development of current and future strategies for quality access and service delivery.
- Ensuring processes are in place across the NTBHA network to promote continuous quality improvement.
- Providing feedback and training opportunities based on identified trends and areas of improvement.
- Addressing CCBHC continuous quality improvement topics and reviewing those significant events that impact care quality and outcomes.

## Quality Management Activities

### Audits

Audits of mental health and substance use disorder network providers and CCBHC staff are an essential component of the QM Plan and provide a structured process for evaluating compliance, effectiveness, and consistency. The purpose of audits is to ensure adherence to internal policies, procedures, contractual obligations, and applicable standards (e.g., CCBHC criteria), while identifying opportunities for continuous quality improvement. Routine audits are scheduled based on organizational priorities, identified risks, previous audit findings, and areas of high impact to service delivery. Targeted audits may be initiated in response to identified concerns, complaints, critical incidents, performance trends, or significant changes in operations or service models. This approach allows NTBHA to proactively monitor areas of potential risk while remaining responsive to emerging issues.

Audit activities may include reviews of treatment records, service delivery practices, administrative processes, staff credentialing, supervision, confidentiality practices, required policies and procedures, environment, internal quality management plans and activities, continuous quality improvement (CQI), fidelity of their evidence-based practices, and personnel.

Audit tools and review criteria are standardized to promote consistency and objectivity and are reviewed periodically to ensure alignment with current organizational policies and operational needs.

Audit results are documented and communicated with appropriate leadership and stakeholders. When areas of noncompliance or opportunities for improvement are identified, corrective action plans are developed in collaboration to include specific actions, responsible parties, and timelines for completion. All audit results are reviewed collectively to identify trends, systemic issues, and areas of strength. This information is used to inform quality improvement initiatives, staff training, policy revisions, and operational planning. All audit activities are conducted within a supportive, non-punitive framework that emphasizes accountability, transparency, and shared responsibility for maintaining high standards of quality and performance.

### Complaints and Grievances

NTBHA maintains a formal grievance process as part of the QM plan to ensure that concerns related to services, staff interactions, or organizational practices are addressed in a timely, fair, and consistent manner. The purpose of the complaint process is to provide individuals served, families, staff, and other stakeholders with a clear mechanism to

## North Texas Behavioral Health Authority Quality Management Plan

express concerns and to support continuous quality improvement. QM may receive complaints directly related to NTBHA's internal programs, CCBHC staff and network providers. Each stakeholder has the right to make a complaint directly to NTBHA, a network provider, or the state.

Network providers and CCBHC staff are expected to follow internal procedures for investigations and submit the complaint summary forms for all complaints received and resolved. The form captures details on the complaint, investigation, outcome, resolution, and internal handling. QM reviews each submission to identify information gaps or additional concerns. QM strives to resolve all complaints and concerns within 10 business days, working closely with staff and providers to achieve satisfactory outcomes. When issues require higher-level review, they are referred to clinical staff or other departments for consultation and support.

Complaint data is tracked and analyzed to identify trends, recurring issues, and areas for improvement. Aggregate information is reviewed as part of the QM process to inform quality improvement initiatives, guide staff development, and strengthen organizational practices. This information is discussed at quarterly QM/UM meetings.

### Death Reports and Reviews

QM oversees the death report and review processes for the NTBHA network to ensure that all deaths involving individuals served by the organization are documented and reviewed in a timely and respectful manner. All deaths of individuals served by NTBHA, regardless of manner and cause of death, are reported to QM.

QM ensures provider compliance with TAC requirements and submits all documentation to HHSC, as required. QM will request clinical records for reported suicides and drug related deaths for a quality-of-care review. Findings from reviews may result in requesting additional information and recommendations for corrective actions.

Aggregate data from death reports and reviews are tracked and analyzed quarterly to identify trends, patterns, or recurring issues. This information is used to inform organizational decision-making, enhance risk management efforts, and strengthen service delivery practices. Death reporting and reviews are conducted with sensitivity, confidentiality, and respect for the individuals served, their families, and staff, reinforcing the NTBHA's commitment to ethical practice and continuous quality improvement.

### Incident Reports

QM reviews internal incident report submissions to assess severity, determine required follow-up actions, and identify any immediate necessary safety measures. Incidents are

evaluated to identify contributing factors, patterns, and system-level issues. When indicated, corrective actions, additional training, or procedural changes are implemented to address concerns.

Additionally, QM reviews incidents submitted by network providers to ensure that individuals' needs are being met. If QM determines that a higher level of review is necessary, concerns will be reviewed with the Chief Quality and Clinical Compliance Officer to determine next steps. QM will work collaboratively with the external provider until it is determined that concerns have been appropriately addressed.

Incidents are documented, tracked, and analyzed quarterly to identify trends and areas of risk. Aggregate incident information is reviewed as part of the QM plan to inform quality improvement initiatives, policy revisions, and operational planning. Serious or recurring incidents may prompt focused reviews, audits, or additional technical assistance.

QM reviews reported incidents to determine if there are any potential safety or risk issues, or other opportunities to improve patterns of access and care delivery, address and improve whole-person outcomes, including behavioral and physical health, decrease fatal and non-fatal overdoses, reduce hospitalizations and readmissions caused by repeated crisis episodes, that should be addressed with CCBHC staff or network providers.

Incidents may include, but are not limited to:

- Death of an individual in services
- Abuse, Neglect, or Exploitation
- Psychiatric Emergency
- Medical Emergency
- Disruptive, Violent, or Illegal Behavior
- Medication Error
- Incident Involving Emergency Personnel or potential for adverse publicity
- Elopement
- Incident requiring clinic closure
- Rights Violation
- HIPAA Violation/Privacy Issue
- Minor Accident or Injury
- Personal/Mechanical Restraint

## Mystery Calls

Mystery calls are a quality monitoring activity used to evaluate the accessibility, responsiveness, and consistency of organizational communication and service entry processes. Mystery calls ensure that network providers are following the current HHSC Provider Contract Notebook (PCN) requirements including timely access to routine services, answering the phone during business hours, ability to leave a voicemail during and after hours, hold times, and returning voicemail messages within two business days. QM also monitors for crisis screenings, accuracy of information provided, appropriate referrals based on the callers' needs, and automated messaging to include provision of the crisis phone number and the ability to listen to the message in Spanish.

## North Texas Behavioral Health Authority Quality Management Plan

Staff and providers are not informed in advance of the time of specific mystery calls to capture typical service practices. QM maintains a quarterly, rotating schedule for outpatient mental health providers.

Findings are documented and reviewed by QM to identify strengths, gaps, and opportunities for improvement. When areas for improvement are identified, targeted technical assistance, coaching, or training may be provided to support staff development and enhance service delivery. Aggregate mystery call data are trended over time to monitor performance and to inform policy updates, process improvements, and staff training needs.

### Policy Development

Policy development is a foundational component of the QM Plan and supports NTBHA's commitment to consistency, accountability, and high-quality operations. The purpose of policy development is to establish clear expectations, define standardized practices, and guide staff in the delivery of services and performance of NTBHA functions. Policy development and oversight are conducted within a continuous improvement framework that emphasizes clarity, accessibility, and accountability.

Policies are developed, reviewed, and revised using a structured and collaborative process. This process includes identifying operational or quality needs, drafting policies that reflect NTBHA values and goals, and ensuring alignment with internal procedures and service delivery practices. Input from leadership, subject matter experts, and relevant stakeholders may be incorporated to promote clarity, practicality, and effectiveness.

All policies are reviewed regularly and updated as needed in response to changes in organizational operations, identified quality concerns, audit findings, incident trends, or evolving service models. Policies may also be revised to address gaps identified through complaints, satisfaction surveys, technical assistance activities, Community Needs Assessments or quality improvement initiatives. Updates are documented and communicated to staff promptly.

The compliance team monitors policy implementation to ensure that policies are understood and applied consistently. When issues related to policy adherence are identified, technical assistance, training, or corrective actions may be implemented to support compliance and effective application.

### Records Requests

NTBHA maintains a structured process for responding to records requests as part of the QM Plan to ensure accuracy, timeliness, confidentiality, and compliance with internal

policies. The purpose of the records request process is to support appropriate access to records while protecting the privacy and rights of individuals served. The records request process is conducted in a respectful, transparent, and consistent manner that balances access to information with the obligation to safeguard confidentiality.

Records requests may be submitted by individuals served, authorized representatives, staff, or external entities and may include requests for clinical records, administrative records, or other documentation maintained by the organization. Requests are handled in accordance with established procedures, outlining required authorizations, verification of identity, scope of records requested, and applicable timeframes for response.

All record requests are documented and reviewed by designated personnel to ensure that requests are valid, complete, and consistent with confidentiality requirements. Before release, records are reviewed to confirm accuracy and to ensure that only authorized and relevant information is disclosed. When requests cannot be fulfilled in full or within standard timeframes, the requesting party is informed of the reason and any applicable alternatives.

Records request activity is monitored to identify trends, recurring issues, or opportunities for process improvement. Information obtained through this monitoring may inform updates to policies, staff training, or workflow adjustments to improve efficiency and reduce risk. Errors, delays, or concerns identified through records request reviews may prompt corrective actions or additional quality oversight.

## Satisfaction Surveys

Satisfaction surveys are a key component of the QM Plan and are used to gather feedback regarding the experiences of individuals served, families, and other stakeholders. The purpose of satisfaction surveys is to assess perceptions of service quality, accessibility, communication, and overall satisfaction, and to identify opportunities for improvement both internally and across the NTBHA network.

The survey comprises demographic information (inclusive of multiple gender identities), clinical experience, access to care, outcome of services, and overall satisfaction. The survey also measures the individual's experience with telehealth and telemedicine services as the use of these service modalities continues to expand. Additional questions have been recently added to address Trauma Informed Care (TIC) and cultural sensitivity, including respect for spiritual beliefs or non-beliefs. Surveys are made available in both English and Spanish. Once surveys for all provider locations have been completed, NTBHA's Director of Health Economics will compile and analyze the data. Outcomes will be reviewed by NTBHA's leadership and presented to the NTBHA Board of Directors,

providers and other NTBHA committees, as appropriate. With the implementation of NTBHA's new EHR at the start of FY25, we are assessing alternative and potentially more efficient methods for administering the satisfaction survey. This review will inform whether revised survey processes should be adopted during the current fiscal year or incorporated into the next fiscal year's quality activities.

## Technical Assistance

Technical assistance, as a function of the QM Plan, is intended to support staff, programs, and stakeholders in meeting quality standards and improving performance. The purpose of technical assistance is to provide guidance, clarification, training, and problem-solving support to promote compliance, consistency, and effective service delivery across organizational operations. Activities may include consultation, coaching, training, clarification of expectations, review of processes or documentation, and assistance with developing or implementing corrective action plans. Regardless of the activity, technical assistance is delivered within a collaborative and non-punitive framework that emphasizes education, capacity-building, and shared responsibility for quality outcomes.

Technical assistance may be provided proactively or in response to identified needs. Proactive technical assistance includes routine guidance related to policies, procedures, documentation standards, and best practices. This may also include onboarding, program implementation support, or process change. Responsive technical assistance is provided when performance concerns, findings, compliance issues, or operational challenges are identified and require targeted support to achieve improvement. Both proactive and responsive technical assistance rely on the collaboration of CCBHC staff and network providers, and NTBHA's internal subject matter experts across departments.

## Performance Improvement

Fostering an environment of continuous quality and performance improvement, NTBHA encourages and supports excellent process design, systematic monitoring, analysis, and improving performance, including data accuracy and individual outcomes for persons in services. NTBHA will use a continuous quality improvement (CQI) plan to measure progress of performance improvement priorities. Priorities are selected based on:

- Impact on key functions or aspects of performance, including T-CCBHC required quality metrics and those identified by stakeholders
- Level of risk to individuals in service
- The frequency of issues or challenges
- High-volume processes/procedures

- Resources of NTBHA
- Data accuracy

## Components of Outcome Management

NTBHA acknowledges that improved outcomes can arise from various components. The CQI Plan will determine which components apply to the established goals. The possible outcome components include:

- Personal Outcomes  
Uniquely defined by each individual, referring to the expectations they have and serve as the basis for personal selection of services and support. Personal Outcomes include:
  - Clinical Outcomes, focusing on recovery and symptom management
  - Functional Outcomes, aiming to enhance the level of functioning in a specific area.
- Organizational Outcomes  
Concentrate on the overall outcomes of services and support as they relate to achieving NTBHA's vision and mission.

## Dimensions of Performance Outcomes

NTBHA performance outcomes are:

- Accuracy: The ability of a measurement to match the actual value of a quantity being measured.
- Appropriateness: The degree to which care/intervention provided is relevant to the person's clinical needs.
- Availability: The degree to which care/intervention is available and accessible to meet the needs of the person served.
- Continuity: The degree to which care interventions are coordinated among practitioners, between organizations, and across time.
- Effectiveness: The degree to which the care interventions are provided correctly to achieve the desired or projected outcome for the individual served.
- Efficacy: The degree to which the care intervention provided for the individual has been shown to accomplish the desired or projected outcome.
- Efficiency: The ratio of outcomes for an individual to the resources used to deliver care.

North Texas Behavioral Health Authority  
Quality Management Plan

- Diversity and Preferences: The degree to which an individual is involved in their care decisions, and that those providing the services do so with sensitivity and respect for their needs, expectations, and individual differences.
- Safety: The degree to which the risk of an intervention and the risk in the care environment is reduced for the person and others, including the provider of service.
- Resiliency: The degree to which an individual can cope effectively with severe or persistent mental illness.
- Timeliness: The degree to which the care intervention provided to the person at the time is most beneficial or necessary.

## Measurable Objective Indicators and Corrective Action Plans

### *Audits*

Upon completion of provider audits, any findings scoring below 70% accuracy will require the submission of a Corrective Action Plan (CAP). The QM department will collaborate with the provider to identify appropriate remediation and monitoring strategies for all identified issues. Targeted reviews will be conducted to verify implementation of recommendations and ensure sustained compliance and improvement.

### External Audits

NTBHA will develop a Plan of Improvement (POI) or Corrective Action Plans (CAPs) as needed that adequately addresses any correction of any organizational, clinical, or compliance issue identified by HHSC, or other oversight body. The POI or CAP will include a description of oversight activities to monitor and maintain the correction of any identified issue. Each POI/CAP will be submitted as requested.

**RESOLUTION**

**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

**RESOLUTION NO:** 493-2026 Approve NTBHA Delegation of Signature Authority

**DATE:** April 8, 2026

**STATE OF TEXAS }**

**COUNTY OF DALLAS }**

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 8th day of April 2026, 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 CEO’s plan for Delegation of Signature Authority.

**DONE IN OPEN MEETING** this the 8th day of April 2026.

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: April 8, 2026**

**AGENDA ITEM #12: Resolution 493-2026 Approve Delegation of Signature Authority**

**Recommendation/Motion:** Approve the CEO’s plan for Delegation of Signature Authority

#### **Background:**

The purpose of the CEO’s plan for Delegation of Signature Authority is to establish a clear, structured process for delegating authority and signature authority within the North Texas Behavioral Health Authority (“NTBHA”). This ensures organizational continuity, timely decision-making, and operational efficiency when the Chief Executive Officer (CEO) is out of the office or otherwise unavailable to perform duties that require executive approval.

When the Chief Executive Officer is out of the office or otherwise unavailable to perform duties that require executive approval the following senior staff are authorized to sign contracts and other required documents in the following order:

1. Chief Strategy Officer
2. Chief of Operations
3. Chief Administrative Officer

When the Chief Financial Officer is out of the office or otherwise unavailable to perform duties that require approval, the following accounting staff are authorized to sign required documents in the following order:

1. Controller
2. Accounting Manager

**Evaluation:** N/A



**Financial Information:** N/A

**Implementation Schedule:** The CEO’s plan for the Delegation of Signature Authority will become effective upon board approval.

**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

**RESOLUTION**

**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

**RESOLUTION NO:** 494-2026 Ratify HHSC Youth Crisis Outreach Team Contract Amendment No. 2 for FY 2026-FY 2028

**DATE:** April 8, 2026

**STATE OF TEXAS }**

**COUNTY OF DALLAS }**

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 8th day of April 2026, 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 Youth Crisis Outreach Team Contract Amendment No. 2 for FY 2026-FY 2028 (Contract No. HHS001442900007).

**DONE IN OPEN MEETING** this the 8th day of April 2026.

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: April 8, 2026**

**AGENDA ITEM 13: Resolution 494-2026 – Ratification of HHSC Youth Crisis Outreach Team Contract Amendment No.2 (“HHS001442900007”)**

**RECOMMENDATION/MOTION:**

Request for Board to ratify the signature of NTBHA CEO, Carol Lucky, on HHSC Contract No. HHS001442900007, the Youth Crisis Outreach Team (YCOT) Grant Program Contract Amendment No.2, made Effective in FY2026.

**BACKGROUND:**

This HHSC Amendment No.2 extends the previous Termination Date to August 31<sup>st</sup>, 2028, and adds \$8,769,992 to the NTBHA YCOT Grant Program budget, bringing the total Not-To-Exceed amount to \$12,269,992 over the five (5) year Contract Term.

The Youth Crisis Outreach Team (YCOT) program is a crisis stabilizing resource specially designed to support youth and families in crisis to prevent escalation to more acute settings when resolution in a home, school, or community setting is more appropriate. “Crisis” refers to the event demonstrating the need for behavioral health crisis services and intervention to prevent escalation to more acute settings when resolution in a home, school, or community setting is more appropriate. YCOT is a specialized resource embedded within the crisis service continuum, working alongside other crisis programs to collectively provide support 24 hours a day, seven days a week. During designated hours, YCOT will provide a developmentally-appropriate, in person response with specially trained staff. YCOT will use trauma-informed interventions and strategies to de-escalate a youth in crisis, aid in relapse prevention and safety planning, and will offer support to the youth and their family, or other primary caregiver, for a minimum of 30 days and up to 90 days after the crisis.

**FINANCIAL INFORMATION:**

This new Grant Contract reflects the increase of **\$8,769,992**, over the previous award amount. The total Grant Value, covering FY24 through FY28 shall not exceed: **\$12,269,992**. There is no contractual requirement to provide Matching Funds for this program.

<b>FISCAL YEAR</b>	<b>FY TOTAL</b>
FY2024	<b>\$875,000</b>
FY2025	<b>\$875,000</b>
FY2026	<b>\$3,506,664</b>
FY2027	<b>\$3,506,664</b>
FY2028	<b>\$3,506,664</b>

**IMPLEMENTATION SCHEDULE:** Upon Ratification by the NTBHA Board of Directors.

**ATTACHMENTS:** 13. CMH\_YCOT HHS001442900007 A.2 FY26-FY27 ~ NTBHA



**ALIGNS WITH VISIONS #1, 2, 3, AND 4**

<b>NTBHA Strategic Visions</b>
<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

**HHSC CONTRACT NO. HHS001442900007**  
**AMENDMENT NO. 2**  
**EXTENSION**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”) and North Texas Behavioral Health Authority (“Grantee”), collectively the “Parties,” to that certain grant agreement implementing the Youth Crisis Outreach Team Grant Program effective on May 14, 2024 and denominated HHS001442900007 (the “Contract”), as amended, now desire to further amend the Contract.

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

**WHEREAS**, HHSC desires revise the Budget to add funding appropriated by the Texas Legislature through the 2026-27 General Appropriations Act (Senate Bill 1, 89th Regular Session, 2025), Article II, HHSC Rider 54;

**WHEREAS**, HHSC desires to amend the Statement of Work;

**WHEREAS**, HHSC desires to amend the Reporting Requirements;

**WHEREAS**, HHSC desires to amend the YCOT Program Standards; and

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

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

1. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of August 31, 2028.
2. **SECTION V** of the Contract, **BUDGET AND INDIRECT COST RATE**, is hereby amended to add \$8,769,992.00 in State General Revenue to the Contract for a revised total not-to-exceed value of \$12,269,992.00. Section V is hereby deleted in its entirety and replaced with the following:

The total amount of this Grant Agreement will not exceed \$12,269,992.00. 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: \$12,269,992.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, BUDGET AND INVOICE SUBMISSION REQUIREMENTS, VERSION 3)**.

**Indirect Cost Rate:** The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B**, and the ICR Letter is attached to this Contract and

incorporated as **ATTACHMENT F**. 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.

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

Grantee shall submit the following reports:

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

- ATTACHMENT A** of the Contract, **STATEMENT OF WORK, VERSION 2** is hereby deleted in its entirety and replaced with **ATTACHMENT A, STATEMENT OF WORK, VERSION 3**, which is attached to this Amendment No. 2 and incorporated and made part of the Contract for all purposes.
- ATTACHMENT C** of the Contract, **HHS CONTRACT AFFIRMATIONS V. 2.5**, is hereby deleted in its entirety and replaced with **ATTACHMENT C, HHS CONTRACT AFFIRMATIONS V. 2.8**, which is attached to this Amendment No. 2 and incorporated and made part of the Contract for all purposes.
- ATTACHMENT J** of the Contract, **YCOT PROGRAM STANDARDS, VERSION 1**, is supplemented with the addition of **ATTACHMENT J, YCOT PROGRAM STANDARDS, VERSION 2**, which is attached to this Amendment No. 2 and incorporated and made part of the Contract for all purposes.
- This Amendment No. 2 shall be effective upon the date of last signed below.

8. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract shall remain in effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2  
HHSC CONTRACT NO. HHS001442900007**

**HEALTH AND HUMAN SERVICES COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

Signed by:  
By: Trina K. Ita  
BB6DC4CFC24D4C3...

DocuSigned by:  
By: Carol Lucky  
8CEA892CF99146F...

Trina K. Ita

Printed Name: Carol Lucky

Deputy Executive Commissioner, BHS

Title: CEO

Date of Signature: March 6, 2026

Date of Signature: March 5, 2026

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

- |                     |  |
|---------------------|--|
| <b>ATTACHMENT A</b> | <b>STATEMENT OF WORK, VERSION 3</b>                          |
| <b>ATTACHMENT B</b> | <b>BUDGET AND INVOICE SUBMISSION REQUIREMENTS, VERSION 3</b> |
| <b>ATTACHMENT C</b> | <b>CONTRACT AFFIRMATIONS, v. 2.8</b>                         |
| <b>ATTACHMENT J</b> | <b>YCOT PROGRAM STANDARDS, VERSION 2</b>                     |

## **ATTACHMENT A, VERSION 3 STATEMENT OF WORK: YOUTH CRISIS OUTREACH TEAM PROGRAM**

### **I. PURPOSE**

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

### **II. GRANTEE RESPONSIBILITIES**

- A. **Eligibility for Services.** YCOTs serve youth ages three to 17 years who are in need of behavioral health crisis services and intervention to prevent escalation to more acute settings when resolution in a home, school, or community setting is more appropriate. Grantee may prioritize a target population for YCOT services based on one or more of the following risk factors:
  - 1. experiencing challenges with school participation, truancy, family issues, exposure to violence and trauma, or suspected mental health concerns;
  - 2. on the inquiry list for YES Waiver services;
  - 3. at risk of parental relinquishment or removal;
  - 4. multiple or extended stay inpatient psychiatric hospitalizations;
  - 5. multiple placement disruptions;
  - 6. child welfare involvement;
  - 7. Juvenile Justice involvement; or
  - 8. multiple referrals for behavioral and/or mental health services within the school district.
- B. **Staffing and YCOT Staffing Report.**
  - 1. Grantee shall comply with YCOT staffing standards, to include a minimum of the following roles defined in 26 Texas Administrative Code (TAC) Subchapter G

**ATTACHMENT A, VERSION 3**  
**STATEMENT OF WORK: YOUTH CRISIS OUTREACH TEAM**  
**PROGRAM**

- §301.303, 26 TAC Subchapter F §306.305, and 1 TAC Subchapter N §354.3051;
- a. A Licensed Professional of the Healing Arts (LPHA) Supervisor;
  - b. Two LPHAs;
  - c. Two Qualified Mental Health Professionals-Community Services; and
  - d. Two Certified Family Partners (or family partners pursuing certification), or one Certified Family Partner and one Peer Specialist.
2. Grantee shall report once every quarter on the status of filling these positions, as part of the quarterly Performance Report submission.
3. In areas that are designated as a Mental Health Professional Shortage Area, as defined by the U.S. Health Resources and Services Administration, Grantee may submit a waiver request for alternate staff credentials to fill the team roles, as specified below. Grantee must:
- a. Retain documentation of efforts made to hire qualified staff before submitting a waiver request;
  - b. Submit a waiver request to the HHSC YCOT program lead and Contract Manager; and
  - c. Submit a new waiver request, which is specific to the LMHA or LBHA, if the staff vacates the position.
- C. Program Standards.** Grantee shall implement a YCOT program and provide crisis response and stabilization services to eligible youth and families according to the following three (3) phases of service delivery, in accordance with **Attachment J, Youth Crisis Outreach Teams (YCOT) Program Standards, Version 2:**
1. Screening and Triage Phase: activities completed at the time of the crisis or notification of the crisis for the purpose of screening, gathering presenting concerns, and determining appropriate response.
  2. Initial Crisis Response Phase: activities and services provided within the first 7 days of the initial contact to stabilize the presenting crisis, prior to transitioning the youth and family into the stabilization and follow-up phase.
  3. Stabilization and Follow-Up Phase: activities and services that may include YCOT-delivered interventions that aim to address presenting concerns, ensure connection to community supports, and prevent future crisis events. This phase lasts for a minimum of 30 days after the crisis and up to 90 days when clinically necessary.
- D. Services.**
1. Screening and Triage Phase:
    - a. Grantee can receive referrals through the local crisis hotline, through walk-in services, from other Grantee programs, or by direct referral sources in the community as deemed appropriate by the YCOT program.
    - b. Grantee shall define the scheduled program hours during which dedicated YCOT staff are available for in person crisis response. The minimum number of hours of dedicated YCOT crisis coverage shall be no less than minimum hours associated with grantee's funding tier outlined in **Attachment J, Youth Crisis Outreach Teams (YCOT) Program Standards, Version 2.**
  2. Initial Crisis Response Phase:
    - a. Grantee can deliver YCOT services in the crisis service array to youth authorized in any Level of Care (LOC) as defined in the "Texas Resilience and Recovery

## **ATTACHMENT A, VERSION 3 STATEMENT OF WORK: YOUTH CRISIS OUTREACH TEAM PROGRAM**

- Utilization Management Guidelines: Child and Adolescent Services.”
- b. YCOT program staff shall deliver initial crisis services in-person, in the location where the crisis occurs or where the youth, parent, guardian, or legally authorized representative (LAR), as applicable, deems appropriate, and using developmentally appropriate tools and strategies. If YCOT staff cannot perform an assessment in-person, staff must document the reason the assessment could not be performed in-person in the youth's Electronic Health Record;
  - c. At a minimum, YCOT staff shall provide the following services during the initial crisis response phase:
    - i. Crisis screening and assessment as defined in the “Texas Resilience and Recovery Utilization Management Guidelines: Child and Adolescent Services;”
    - ii. Safety planning: When clinically indicated, creating and documenting an individualized safety plan with the youth and parent, guardian, or LAR, and providing a copy of the safety plan to the youth and their parent, guardian, or LAR;
    - iii. Crisis Treatment Plan: Creating and documenting an individualized crisis treatment plan recommending the most effective and least restrictive available treatment including interventions, outcomes, plans for follow-up and aftercare, and referrals. This crisis treatment plan shall be family-centered, including the youth, family members’, caregivers, or LAR’s preferences to the extent possible, and must be adjusted whenever necessary to incorporate the youth’s response to previous treatment;
    - iv. Coordination of Crisis Services: identifying and linking the youth with available services necessary to stabilize the crisis, providing assistance in accessing those services, and contacting and coordinating with the youth’s existing service providers in accordance with 26 TAC Subchapter G, §301.351 (f);
    - v. Crisis Follow-Up and Relapse Prevention: A service provided to or on behalf of individuals who are not in imminent danger of harm to self or others but require additional assistance to avoid recurrence of the crisis event; and
    - vi. Initial Crisis Follow-up and Relapse Prevention services shall be provided within 24 hours of the initial call or contact.
  - d. When clinically indicated, Grantee must provide the following services during the initial crisis response phase:
    - i. Family Partner Supports: Peer mentoring and support provided by Certified Family Partners (or Family Partner pursuing certification) to the primary caregivers of a youth who is receiving mental health community services. This may include introducing the family to the treatment process, modeling self-advocacy skills, providing information, making referrals, providing non-clinical skills training, and assisting in the identification of natural/non-traditional and community supports;
    - ii. Continuity of services: as defined in 26 TAC Subchapter G, §301.303 (10), services that ensure the youth is provided uninterrupted services during a transition between service types (e.g., inpatient services, outpatient services)

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- or providers;
    - iii. Other adjunct services in the crisis service array as defined in the “Texas Resilience and Recovery Utilization Management Guidelines: Child and Adolescent Services,” including Crisis Transportation, Safety Monitoring, Psychosocial Rehabilitative Services, Pharmacological Management, Supplemental Nursing Services, and Psychiatric Diagnostic Interview Examination.
  - 3. Stabilization and Follow-Up Phase:
    - a. Grantee shall support the provision of services for the youth’s family, caregivers, or LAR for up to 90 days if clinically necessary, but no less than 30 days after the crisis, and, if the parent, guardian, or LAR consents, as applicable. Supporting the provision of services is to include providing ongoing mental health support and ensuring connection to local resources for children and families and community mental health resources to include but not limited to the inpatient care waitlist, Residential Treatment Center Project, Children’s Crisis Respite, YES Waiver, and Community Resource Coordination Groups.
    - b. At a minimum, Grantee must attempt follow-up service contact no less than 30 days after the crisis. If YCOT staff are unable to contact the youth, parent guardian, or LAR, Grantee shall document attempted follow-up contact in the youth’s contact notes.
    - c. Grantee shall provide stabilization and follow-up services for up to 90 days if clinically necessary. This may include authorization of LOC-5 Transitional Services in accordance with the “Texas Resilience and Recovery Utilization Management Guidelines: Children and Adolescents.”
    - d. If a youth enrolled in YCOT services reaches their 18th birthday after the point of initial contact with YCOT but prior to 90 days after the crisis, Grantee may continue to serve the youth and their family, caregiver, or LAR for up to 90 days.
    - e. Grantee shall offer an HHSC-approved “YCOT Care Experience Survey” to all youth, parents, guardians, and LAR that received YCOT services.
    - f. Grantee shall ensure stabilization and follow-up services meet minimum requirements related to their funding tier as outlined in **Attachment J**.
  - 4. Ongoing Activities:
    - a. Grantee shall provide youth-specific on-going training for local mobile crisis outreach team (MCOT) staff and other Grantee direct care staff involved in YCOT service delivery.
    - b. Grantee shall conduct outreach to community partners (e.g., families, schools, psychiatric hospitals, local law enforcement, first responders, and emergency departments) to inform them that YCOT is a resource for youth in crisis.
- E. **Policies and Procedures.** Grantee must submit written policies and procedures no later than thirty (30) calendar days after the date of Contract execution and by September 30 of each state fiscal year thereafter, using a Grantee created template. Policies and procedures must include the following:
  - 1. A “YCOT Work Plan” using the template provided in **Attachment J, Youth Crisis Outreach Teams (YCOT) Program Standards, Version 2**.
  - 2. Duties and responsibilities for all staff involved in YCOT program implementation

## **ATTACHMENT A, VERSION 3 STATEMENT OF WORK: YOUTH CRISIS OUTREACH TEAM PROGRAM**

- and service delivery;
3. YCOT-specific training requirements for all direct care staff who are involved in YCOT service delivery, including Grantee direct care staff that may provide back-up crisis response services when YCOT staff are not available;
  4. Planned program hours for dedicated YCOT crisis response, dependent on full staffing, and based on peak hours with the highest number of crisis hotline calls for youth;
  5. A referral process on how calls will be received and routed to YCOT staff, including a process for referrals received through the local crisis hotline, walk-in referrals, referrals from other crisis programs, and direct referrals;
  6. Identifying alternate crisis service providers to be dispatched when YCOT staff are not available for crisis response;
  7. Location of services provided during the initial crisis response phase, to ensure that services reach youth where the crisis occurs or where the youth and parent, guardian or LAR deems appropriate;
  8. The procedure for involving a member of law enforcement in the initial crisis response, including the criteria used to make this determination and how YCOT will involve the youth, parent, guardian, or LAR in this decision;
  9. Process for determining transition from the Initial Crisis Response Phase to the Stabilization and Follow-Up Phase and criteria used for determining clinical necessity to extend support services for up to 90 days;
  10. Process for determining discharge from YCOT services, including how this is documented and communicated to the youth and parent, guardian, or LAR;
  11. A plan for outreach to community partners (e.g., families, schools, psychiatric hospitals, local law enforcement and emergency departments); and
  12. A plan for disseminating the “YCOT Care Experience Survey,” collecting data, and determining response rates.
- F. Training.**
1. Grantee must define competency-based expectations for each staff position and implement a process to ensure competency of staff members prior to providing services, in accordance with 26 TAC Subchapter G §301.331 (relating to Competency and Credentialing). Additionally, all direct service YCOT staff must receive crisis training prior to providing services that includes at a minimum:
    - a. Identifying signs, symptoms, and crisis response related to substance use;
    - b. Identifying signs, symptoms, and crisis response to trauma, abuse, and neglect;
    - c. Identifying signs, symptoms, and crisis response to individuals with intellectual disability and developmental disabilities, including a specialized training or training module that is specific to children and adolescents;
    - d. Applying knowledge and effective use of specialized assessment and intervention strategies for children, adolescents, and families, including the following topics and interventions:
      - i. motivational interviewing;
      - ii. trauma-informed care;
      - iii. violence risk;
      - iv. age-appropriate assessments; and

## **ATTACHMENT A, VERSION 3 STATEMENT OF WORK: YOUTH CRISIS OUTREACH TEAM PROGRAM**

- v. identifying signs of human trafficking;
        - e. Assessing individuals and providing intervention;
        - f. Conducting suicide screenings and assessments, homicide screenings and assessments, and risk of deterioration screenings and assessments;
        - g. Applying knowledge and effective use of communication strategies such as a range of early intervention, de-escalation, mediation, problem-solving, and other non-physical interventions;
        - h. Completing clinical interviews in behavioral health crisis care for all clinical staff involved in YCOT service delivery, including a physician (preferably a psychiatrist), Advanced Practice Registered Nurse (APRN), Registered Nurse (RN), Physician's Assistant (PA), LPHA, or QMHP-CS; and
        - i. Using telehealth or telemedicine technology, if applicable.
  2. YCOT staff must obtain and maintain licensing, credentialing, and supervision standards per their license, certification, or scope of practice that includes, but is not limited to:
    - a. Licensing in accordance with the respective chapter of the Texas Occupations Code;
    - b. Competency and credentialing in accordance with 26 TAC Subchapter G §301.331;
    - c. Supervision in accordance with the respective chapter of the Texas Occupations Code; and
    - d. Certification in accordance with 1 TAC Chapter 354, Subchapter N (relating to Peer Specialist Services).
- G. Technical Assistance.** Grantee must participate in technical assistance calls scheduled by HHSC; these may include HHSC-approved calls by external technical assistance providers.
- H. HHSC as Payor of Last Resort.** Grantee shall utilize non-contract funds and other funding sources (*i.e.*, any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other Federal, State, or local, or private, funding sources) whenever possible to maximize Grantee's financial resources. Grantee shall comply with the following requirements:
  1. Provided the Grantee can reach mutually agreeable terms and conditions with Medicaid and CHIP managed care organizations (MCOs), Grantee shall enter into network provider agreements with and bill MCOs for Medicaid- and CHIP-covered services;
  2. Become a Medicaid provider and bill the HHSC claims administrator for Medicaid-covered services provided to traditional Medicaid clients;
  3. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
  4. Comply with the Charges for Community Services Rule as set forth in 26 TAC Chapter 301, Subchapter C (relating to Charges for Community Services), to maximize reimbursement from individuals with an ability to pay for services provided.
  5. Maintain appropriate documentation from the third-party payors reflecting attempts to

## **ATTACHMENT A, VERSION 3 STATEMENT OF WORK: YOUTH CRISIS OUTREACH TEAM PROGRAM**

- obtain reimbursement;
- 6. Bill all other funding sources for services provided under this Statement of Work before submitting any request for reimbursement to HHSC; and
- 7. Provide all billing functions at no cost to the client.

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

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

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- c. Number of participants attending each training, community education event, or outreach activity.
- F. Unless otherwise specified, all reports, documentation, and other information required of Grantee shall be sent electronically to the HHSC assigned Contract Manager, the HHSC YCOT Program Lead, [CrisisServices@hhs.texas.gov](mailto:CrisisServices@hhs.texas.gov), and [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov).

**BUDGET AND INVOICE SUBMISSION REQUIREMENTS  
 VERSION 3**

**GRANTEE: NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

**I. FUNDING**

**A.** This Grant Agreement is funded by State General Revenue.

**B.** The funding allocation by State Fiscal Year (“SFY”), which means the period beginning September 1 and ending August 31 each, is as follows:

1. SFY 2024: \$875,000
2. SFY 2025: \$875,000
3. SFY 2026: \$3,506,664
4. SFY 2027: \$3,506,664 ; and
5. SFY 2028: \$3,506,664

**C.** Grantee is not required to provide matching funds.

**D.** All expenditures under this Grant Agreement will be in accordance with the categorical budgets below:

**SFY 2024**

Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match
				Check if Cash Match	Check if Cash Match	Check if Cash Match	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A. Personnel	\$267,500	\$267,500					\$0
B. Fringe Benefits	\$66,875	\$66,875					\$0
C. Travel	\$13,758	\$13,758					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$39,425	\$39,425					\$0
F. Contractual	\$252,459	\$252,459					\$0
G. Other	\$155,437	\$155,437					\$0
H. Total Direct Costs	\$795,454	\$795,454	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$79,546	\$79,546	\$0				\$0
J. Total (Sum of H and I)	\$875,000	\$875,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**SFY 2025**

Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$535,000	\$535,000					\$0
B. Fringe Benefits	\$133,750	\$133,750					\$0
C. Travel	\$0	\$0					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$14,400	\$14,400					\$0
F. Contractual	\$22,500	\$22,500					\$0
G. Other	\$89,804	\$89,804					\$0
H. Total Direct Costs	\$795,454	\$795,454	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$79,546	\$79,546	\$0				\$0
J. Total (Sum of H and I)	\$875,000	\$875,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**SFY 2026**

Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$1,750,000	\$1,750,000					\$0
B. Fringe Benefits	\$437,500	\$437,500					\$0
C. Travel	\$0	\$0					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$79,850	\$79,850					\$0
F. Contractual	\$426,250	\$426,250					\$0
G. Other	\$361,934	\$361,934					\$0
H. Total Direct Costs	\$3,055,534	\$3,055,534	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$451,130	\$451,130	\$0				\$0
J. Total (Sum of H and I)	\$3,506,664	\$3,506,664	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**SFY 2027**

Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$1,800,000	\$1,800,000					\$0
B. Fringe Benefits	\$450,000	\$450,000					\$0
C. Travel	\$0	\$0					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$12,000	\$12,000					\$0
F. Contractual	\$431,600	\$431,600					\$0
G. Other	\$361,934	\$361,934					\$0
H. Total Direct Costs	\$3,055,534	\$3,055,534	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$451,130	\$451,130	\$0				\$0
J. Total (Sum of H and I)	\$3,506,664	\$3,506,664	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**SFY 2028**

Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$1,800,000	\$1,800,000					\$0
B. Fringe Benefits	\$450,000	\$450,000					\$0
C. Travel	\$0	\$0					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$12,000	\$12,000					\$0
F. Contractual	\$431,600	\$431,600					\$0
G. Other	\$361,934	\$361,934					\$0
H. Total Direct Costs	\$3,055,534	\$3,055,534	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$451,130	\$451,130	\$0				\$0
J. Total (Sum of H and I)	\$3,506,664	\$3,506,664	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**II. BUDGET PROCEDURES**

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

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

### III. INVOICE SUBMISSION

- A. HHSC will reimburse Grantee actual, allocable, and eligible costs incurred to complete activities outlined in **ATTACHMENT A, STATEMENT OF WORK, VERSION 33**. Reimbursement is subject to funding limitations identified under 45 CFR Part 96, if applicable.
- B. Grantee shall request monthly reimbursement, solely for Grant Agreement activities on or before the 30th calendar day of the month following the month in which expenses were incurred (e.g., September submission due October 15th), using the State of Texas Purchase Voucher (Form 4116), which is incorporated by reference and can be downloaded at the following URL: <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher>.
- C. All invoice requests not received by the date due are considered late, and subject to denial of payment. If Grantee provides written justification to HHSC for the late submission of an invoice, HHSC will review Grantee's justification and determine whether the late invoice request will be accepted for payment. Any invoice request received after the due date that is not accompanied by a written justification will be denied.
- D. Grantee's monthly submission of its Form 4116 must include the following:
  1. Name, address, and telephone number of Grantee;
  2. HHSC contract number;
  3. Identification of services provided;
  4. Dates on which services were provided;
  5. The total amount of the reimbursement request; and
  6. Supporting documentation, which must include (a) a copy of Grantee's General Ledger proving expenditure of funds by cost category, and (b) any other documentation required by this Grant Agreement or otherwise requested by HHSC.
- E. Grantee must submit monthly reimbursement requests to the following email addresses: [HHSC\\_AP@hhs.texas.gov](mailto:HHSC_AP@hhs.texas.gov); [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov); and the HHSC Contract Representative. HHSC recommends using the following naming convention on the subject line of all monthly reimbursement requests:

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

**HEALTH AND HUMAN SERVICES**  
**Contract Number HHS001442900007**

**Attachment C CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

- 1.** Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

- 2. Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

- 3. Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

- 4. Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**5. Assignment**

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

**6. Terms and Conditions**

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

**7. HHS Right to Use**

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

**8. Release from Liability**

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

**9. Dealings with Public Servants**

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

**10. Financial Participation Prohibited**

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**11. Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**12. Child Support Obligation**

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

**13. Suspension and Debarment**

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor’s subcontracts, if any, if payment in whole or in part is from federal funds.

**14. Excluded Parties**

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, “*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,*” published by the United States Department of the Treasury, Office of Foreign Assets Control.’

**15. Foreign Terrorist Organizations**

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**16. Executive Head of a State Agency**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

**17. Human Trafficking Prohibition**

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**18. Franchise Tax Status**

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

**19. Debts and Delinquencies**

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

**20. Lobbying Prohibition**

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

**21. Buy Texas**

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

**22. Disaster Recovery Plan**

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

**23. Computer Equipment Recycling Program**

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

**24. Television Equipment Recycling Program**

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

**25. Cybersecurity Training**

- A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

**26. Restricted Employment for Certain State Personnel**

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

**27. No Conflicts of Interest**

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor’s provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency’s decision.

**28. Fraud, Waste, and Abuse**

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor’s Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General  
Attn: Fraud Hotline  
MC 1300  
P.O. Box 85200  
Austin, Texas 78708-5200

**29. Antitrust**

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

**30. Legal and Regulatory Actions**

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor’s performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency’s consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor’s performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency’s consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

**31. No Felony Criminal Convictions**

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

**32. Unfair Business Practices**

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**33. Entities that Boycott Israel**

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**34. E-Verify**

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

**35. Former Agency Employees – Certain Contracts**

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

**36. Disclosure of Prior State Employment – Consulting Services**

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

**37. Abortion Funding Limitation**

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

**38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

**39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.**

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

**40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)**

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

**41. COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor’s business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

**42. Entities that Boycott Energy Companies**

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**43. Entities that Discriminate Against Firearm and Ammunition Industries**

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**44. Security Controls for State Agency Data**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

**45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

**46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**47. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

**48. Critical Infrastructure Subcontracts**

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

**49. Enforcement of Certain Federal Firearms Laws Prohibited**

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

**50. Prohibition on Abortions**

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

**51. Hardening of State Government**

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or

- c. Owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4.

**52. Artificial Intelligence Disclosure.**

Contractor certifies that it has disclosed in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. “Artificial intelligence system” means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor promises not to use an artificial intelligence system to perform the Contract without the prior written consent of System Agency.

**53. Surveillance, Intimidation, and Related Acts.**

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

- (1) a member of the state legislature or person employed to support the state legislature in any capacity;
- (2) a family member of a person described by (1);
- (3) a state agency employee; or
- (4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to \$2 million for a violation of Government Code, Section 2261.302.

**54. False Representation**

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**55. False Statements**

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**56. Permits and License**

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

**57. Equal Employment Opportunity**

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**58. Federal Occupational Safety and Health Law**

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**59. Signature Authority**

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

**Signature Page Follows**

**Authorized representative on behalf of Contractor must complete and sign the following:**

Carol E Lucky

---

**Legal Name of Contractor**

North Texas Behavioral Health Authority

---

**Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)**

n/a

---

**Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)**

**Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

DocuSigned by:  
  
8CEA892CE99146E

March 5, 2026

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**Signature of Authorized Representative**

Carol Lucky

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**Date Signed**

CEO

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**Printed Name of Authorized Representative  
First, Middle Name or Initial, and Last Name**

8111 LBJ SUITE 900

---

**Title of Authorized Representative**

DALLAS, TX 75251

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**Physical Street Address**

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**City, State, Zip Code**

---

**Mailing Address, if different**

469-299-9373

---

**City, State, Zip Code**

---

**Phone Number**

CLUCKY@NTBHA.ORG

---

**Fax Number**

011556147

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**Email Address**

75-2811269

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**DUNS Number**

17528112695

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**Federal Employer Identification Number**

1752811269 5

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**Texas Identification Number (TIN)**

0521

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**Texas Franchise Tax Number**

MSNLLGML43G3

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**Texas Secretary of State Filing  
Number**

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**SAM.gov Unique Entity Identifier (UEI)**

## ATTACHMENT J

### Youth Crisis Outreach Teams (YCOT) Program Standards, Version 2

Grantee should implement a YCOT program and provide crisis response and stabilization services to eligible youth and families according to the following three (3) phases of service delivery:

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

### YCOT Coverage Tiers

The table below outlines 3 different tiers of YCOT program hours and on-call crisis coverage for in-person response depending on the relative size of the local child population<sup>1</sup> in the Grantee’s local service area according to the U.S. Census Bureau:

Funding Tier	Tier 1	Tier 2	Tier 3
Annual award per program	\$1,753,332	\$1,541,047	\$1,382,248
Minimum number of programs per grantee	2	1	1
Total annual award per grantee	\$3,506,664	\$1,541,047	\$1,382,248
% of total Texas child population residing in service area <sup>1</sup>	>10%	5 - 10%	<5%
1. U.S. Census Bureau. Small Area Income and Poverty Estimates (SAIPE) Program. 2023 data. Retrieved Dec 2024.			

The minimum number of hours during which dedicated YCOT staff are available for in person crisis response (Initial Crisis Response Phase) shall be no less than 40 hours per week in accordance with The YCOT Statement of Work (Attachment A). Grantees with Tier 1 and Tier 2 coverage are awarded additional funding to expand program hours for follow-up services (Stabilization and Follow-Up Phase) and for additional on-call staff for crisis response after hours (e.g., evenings and weekends).

Requirements for each funding tier are as follows:

Funding Tier	Tier 1	Tier 2	Tier 3
Counties served	Must serve most populous county	As specified in grantee’s work plan	As specified in grantee’s work plan
Minimum number of programs per grantee	2	1	1
Minimum hours per week YCOT staff are available for in person initial crisis response	168 (24/7)	60	40
Minimum hours per week YCOT staff available for stabilization and follow-up	76	60	40
Sample Program Hours (e.g., for scheduled follow-up services. )	Mon-Fri 8am-8pm Sat-Sun 9am-5pm	Mon-Fri 8am-8pm	Mon-Fri 9am-5pm

## ATTACHMENT J

### Youth Crisis Outreach Teams (YCOT) Program Standards, Version 2

#### YCOT Care Experience Survey

As stated in the YCOT Statement of Work (Attachment A), Grantee shall offer an HHSC-approved “YCOT Care Experience Survey” to all youth and their parents, guardians, and LAR, as applicable, that received YCOT services. No later than September 30th of each state fiscal year, Grantee shall submit an annual Project Summary Report using an HHSC-approved system/format, which shall include results of the “YCOT Care Experience Survey” for the previous fiscal year, including data on response rates. If portions of the survey are collected at different times (for example, at intake and at discharge), Grantee must calculate and report these response rates separately.

If Grantee needs to translate the survey into another language, Grantee must seek approval from HHSC on the translation before administering the survey to youth and families. The English version of the survey must include, but is not limited to, the following questions:

##### *Collected at Intake/Baseline:*

1. If YCOT was not available, where would you have gone for support during this crisis?
  - a. Hospital Emergency Room
  - b. Psychiatric hospital
  - c. Law enforcement and/or 911
  - d. Family and/or friends
  - e. Faith-based organization
  - f. Community-based organization
  - g. Crisis Hotline/988
  - h. Child welfare caseworker
  - i. Nowhere
  - j. Other (please explain)

##### *Collected at Discharge/Case Closure*

1. If you needed additional services and supports (either for your child or others in your home), did YCOT help you get them? For example, therapy, school services, etc.
  - a. Yes - I have been referred to other services and supports but have not started them.
  - b. Yes - I have been referred to other services and supports and have started them.
  - c. No - I have not been referred to other services or supports because I did not want or need them.
  - d. No - I have not been referred to other services or supports but I would like to be.
2. Has YCOT helped you feel more comfortable managing current challenges and preventing potential future crises?
  - a. Very Much
  - b. Somewhat
  - c. Not Much
  - d. Not At All
3. Is there anything you would like to share about your experience with YCOT services or staff?

## ATTACHMENT J

### Youth Crisis Outreach Teams (YCOT) Program Standards, Version 2

#### YCOT Work Plan

Grantees must submit a detailed work plan for the proposed grant program **no later than 30 days after Contract execution**. The work plan must describe how the grantee plans to implement the program according to the program standards and requirements referenced in this Attachment and in the YCOT Statement of Work (Attachment A). Grantees must utilize the template below, including the following:

1. **Total Annual Award:** Annual cost of the program based on Grantee’s funding tier and number of teams.
2. **Counties where YCOT will be available:** the names of each county where in person YCOT crisis response and follow-up services will be available. If applicable, please indicate if certain counties will have less availability (e.g., on-call staff only; telehealth only) and a brief justification.
3. **Planned YCOT crisis coverage hours:** Planned availability for initial crisis response with dedicated YCOT-funded staff, dependent on full staffing and in accordance with minimum requirements outlined in this Attachment.
4. **Planned YCOT program hours:** Scheduled program hours to be advertised to the community during which youth and families can access both YCOT crisis response, stabilization, and follow-up services.
5. **Planned target numbers served for State Fiscal Year (SFY) 2026 and 2027:** Total number of unduplicated youth served per year. This target is documented for planning purposes only. Grantees will be able to adjust their planned targets based on the progress of implementation.
6. **Goals:** A statement of the overall mission or purpose(s) of the proposed project. Goals 1-3 are provided in accordance with the YCOT Statement of Work (Attachment A). Grantee may identify additional programmatic goals and add additional lines as needed.
7. **Objectives:** Statement(s) describing the results to be achieved and the manner in which these results will be achieved. Objectives should be SMART: Specific, Measurable, Achievable, Realistic, and Time-phased. Specific objectives include who will be targeted and what will be accomplished; measurable objectives include how much change is expected with enough specificity that the achievement of the objective can be measured through counting, documentation of change, or completion; achievable objectives can be accomplished given existing resources and constraints; realistic objectives address the scope of the problem and reasonable programmatic steps; and time-phased objectives provide a time line indicating when the objective will be measured or a time by which the objective will be met.
8. **Measures for accomplishing objectives:** Measures that are quantifiable and include specific targets indicating progress.
9. **Data sources and Methods:** Indicate the source(s) of the data, how the data will be obtained, and the format of the data.
10. **Frequency of data:** How often will the data be collected (e.g., monthly, quarterly) and/or shared with programmatic staff.

Grantees must utilize the template provided and may add additional lines as needed:

Program	Youth Crisis Outreach Teams (YCOT)
<b>Grantee name</b>	
<b>Funding Tier</b>	
<b>Number of Programs</b>	
<b>Total Annual Award</b>	
<b>Counties where YCOT will be available</b>	
<b>Planned YCOT crisis coverage hours</b>	
<b>Planned YCOT program hours</b>	

## ATTACHMENT J

### Youth Crisis Outreach Teams (YCOT) Program Standards, Version 2

<b>Planned target number of youth served</b> (unduplicated)	<b>SFY 2026:</b>	<b>SFY 2027:</b>
<b>Planned outcomes:</b> Improve crisis response for youth and families with developmentally appropriate strategies, provide crisis stabilization in the least restrictive environment with intensive short-term follow-up care, and ensure connection to community resources and supports.		
<b>Goal 1: Reduce inpatient admissions and law enforcement interventions</b>		
Objective A: <i>[type at least one objective per goal]</i>		
Objective B: <i>[optional]</i>		
<b>Measure(s) for accomplishing each objective:</b>	<b>Data source and methodology:</b>	<b>Frequency of data collection:</b>
Objective A:	A.	A.
Objective B:	B.	B.
<b>Goal 2: Reduce risk of parental relinquishment, removal, or out-of-home placement</b>		
Objective A:		
Objective B:		
<b>Measure(s) for accomplishing each objective:</b>	<b>Data source and methodology:</b>	<b>Frequency of data collection:</b>
Objective A:	A.	A.
Objective B:	B.	B.
<b>Goal 3: Divert youth from emergency rooms when possible</b>		
Objective A:		
Objective B:		
<b>Measure(s) for accomplishing each objective:</b>	<b>Data source and methodology:</b>	<b>Frequency of data collection:</b>
Objective A:	A.	A.
Objective B:	B.	B.
<b>Goal 4: <i>[Optional]</i></b>		
Objective:		
<b>Measure(s) for accomplishing each objective:</b>	<b>Data source and methodology:</b>	<b>Frequency of data collection:</b>
<b>Goal 5: <i>[Optional]</i></b>		
Objective:		
<b>Measure(s) for accomplishing each objective:</b>	<b>Data source and methodology:</b>	<b>Frequency of data collection:</b>

## Certificate Of Completion

Envelope Id: 578F42AC-C218-4785-BA5A-CEF20197FAA2

Status: Completed

Subject: Amending \$12,269,992.00; HHS001442900007; NORTH TEXAS BEHAVIORAL HEALTH A-2; HHSC/CPSO/BHS/MH

Procurement Number:

Source Envelope:

Document Pages: 47

Signatures: 3

Envelope Originator:

Certificate Pages: 3

Initials: 0

Texas Health and Human Services Commission

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Envelopeld Stamping: Enabled

Austin, TX 78756

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Location: DocuSign

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: Texas Health and Human Services Commission

Location: Docusign

## Signer Events

### Signature

### Timestamp

Trey Wood

trey.wood@hhs.texas.gov

Chief Financial Officer

Texas Health and Human Services

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

**Completed**

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Signed: 2/23/2026 9:56:35 AM

Andy Marker

Edward.Marker@hhsc.state.tx.us

Director, System Contracting

Texas Health and Human Services Commission

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

**Completed**

Using IP Address: 167.137.1.12

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Signed: 2/23/2026 4:28:40 PM

Carol Lucky

clucky@ntbha.org

CEO

Carol E Lucky

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

DocuSigned by:

8CEA892CF99146F...

Signature Adoption: Pre-selected Style

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Sent: 2/23/2026 4:28:43 PM

Viewed: 2/24/2026 4:32:59 PM

Signed: 3/5/2026 4:33:34 PM

Trina K. Ita

Trina.Ita@hhs.texas.gov

Deputy Executive Commissioner, BHS

Health and Human Services Commission

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

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Signed: 3/6/2026 7:54:40 AM

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Meliah Martinez mmartinez@ntbha.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 2/23/2026 4:28:43 PM
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Christopher Dickinson Christopher.Dickinson@hhs.texas.gov Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 3/5/2026 4:33:39 PM
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Completed	Security Checked	3/6/2026 7:54:40 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**RESOLUTION**

**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

**RESOLUTION NO:** 495-2026 Ratify HHSC Mental Health First Aid Contract Amendment No. 3 for FY 2026-FY 2028

**DATE:** April 8, 2026

**STATE OF TEXAS }**

**COUNTY OF DALLAS }**

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 8th day of April 2026, 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 Mental Health First Aid Contract Amendment No. 3 for FY 2026-FY 2028 (Contract No. HHS001335500026).

**DONE IN OPEN MEETING** this the 8th day of April 2026.

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: April 8, 2026**

**AGENDA ITEM #14: Resolution 495-2026 – Ratification of HHSC Mental Health First Aid Contract Amendment No.3 (“HHS001335500026”)**

**RECOMMENDATION/MOTION:**

Request for Board to ratify the signature of NTBHA CEO, Carol Lucky, on HHSC Contract No. HHS001335500026, the Mental Health First Aid (MHFA) Grant Program Contract Amendment No. 3, made Effective in FY2026.

**BACKGROUND:**

In this Amendment, HHSC has revised the MHFA Scope of Work, including updated Invoice Submission Requirements, to increase the reimbursement rate per instructor certification and simplify verbiage, allowing more types of participants to be considered reimbursable. The total funding amount is unchanged.

**FINANCIAL INFORMATION:**

This HHSC Contract Amendment makes no changes to the Contract Total Value or the amount of funding allocated to the NTBHA Mental Health First Aid Training Program and MHFA Services.

**IMPLEMENTATION SCHEDULE:** Upon Ratification by the NTBHA board.

**ATTACHMENTS:** 14. MHFA HHS001335500026 A.3 FY26

**ALIGNS WITH VISIONS #1, 2, 3, AND 4**

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

**PRESENTED BY:** Carol E. Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS001335500026  
AMENDMENT NO. 3**

The **TEXAS HEALTH AND HUMAN SERVICES COMMISSION** (“System Agency” or “HHSC”) and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“Grantee” or “Contractor”), collectively referred to as the “Parties,” to that certain Mental Health First Aid Grant Program, effective September 1, 2023, and denominated as HHSC Contract No. HHS001335500026 (the “Contract”), as amended, now desire to further amend the Contract.

**WHEREAS**, HHSC has chosen to revise the Scope of Work and Invoice Submission Requirements to clarify funding, rate, and billing requirements,

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


1. Section I.A.4. of **ATTACHMENT A, STATEMENT OF WORK, VERSION 3** is deleted and replaced with the following:
  4. *Grantee may submit reimbursement request to HHSC (see Section I(A)(2) herein) up to the total state-funded amount awarded under the Contract.*
2. **ATTACHMENT B, MHFA INVOICE SUBMISSION REQUIREMENTS, VERSION 1**, deleted in its entirety and replaced with **ATTACHMENT B, MHFA INVOICE SUBMISSION REQUIREMENTS, VERSION 2**, which is attached to this Amendment No 3 and incorporated and made part of the Contract for all purposes.
3. **ATTACHMENT C, CONTRACT AFFIRMATIONS, VERSION 2.2**, of the Contract, is deleted in its entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATIONS, VERSION 2.8**, which is attached to this Amendment No 3 and incorporated and made part of the Contract for all purposes.
4. This Amendment No. 3 shall be effective as of the date last signed below.
5. Except as modified by this Amendment No. 3, 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 individual executing this Amendment No. 3 on its respective behalf has full power and authority to enter into this Amendment No. 3.


**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 3  
HHSC CONTRACT NO. HHS001335500026**

**HEALTH AND HUMAN SERVICES COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

Signed by:  
  
BB6DC1CFC21D4C3...  
\_\_\_\_\_  
Signature

DocuSigned by:  
  
8CEA802CF00146E  
\_\_\_\_\_  
Signature

Printed Name: Trina Ita

Printed Name: Carol Lucky

Title: Deputy Executive Commissioner, BHS

Title: CEO

Date of Signature: March 17, 2026

Date of Signature: March 17, 2026

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

**ATTACHMENT B**

**ATTACHMENT B, MHFA INVOICE SUBMISSION REQUIREMENTS,  
VERSION 2**

**ATTACHMENT C**

**CONTRACT AFFIRMATIONS, VERSION 2.8**

## **ATTACHMENT B**

### **INVOICE SUBMISSION REQUIREMENTS, VERSION 2**

#### **GRANTEE: NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

#### **I. FUNDING**

A. State Funding Total: \$900,000.00. This amount, and the annual allocations below, are the do not exceed amounts for services, paid on a fee-for-service basis, defined in

**ATTACHMENT A: STATEMENT OF WORK, Section I.A.**

1. FY 24: \$225,000.00
2. FY 25: \$225,000.00
3. FY 26: \$225,000.00
4. FY 27: \$225,000.00

B. Federal Funding Total: \$552,200.00. This amount, and the annual allocations below, are the do-not-exceed amounts for services, paid on a cost reimbursement basis, defined in

**ATTACHMENT A: STATEMENT OF WORK, Section I.B.**

1. FY 24: \$138,050.00
2. FY 25: \$138,050.00
3. FY 26: \$138,050.00
4. FY 27: \$138,050.00

#### **II. INVOICE SUBMISSION**

A. HHSC will pay Grantee using the following methodology:

1. Instructor Rate: The total number of employees/contracted providers certified as instructors at a rate of \$1,500.00 to \$2,400.00 (depending on the published rate) per certification for specific training courses or the full fee of instructor training at the discretion of HHSC per employee/contracted provider; and
2. Participant Rate: The total number of participants in reimbursable groups trained at a rate of \$100.00 per participant. Eligible participants include:
  - a. Public school district (including charter school) employees, resource officers, and contractors;
  - b. Private school employees, resource officers, and contractors;
  - c. Any person who has direct and recurring contact with students;
  - d. Higher education employees and contractors (“higher education employees” means entities covered under the definition of “institution of higher education” in Section 61.003 of the Texas Education Code;
  - e. Employees and contractors of child-care facilities;
  - f. Youth (meaning an individual from 9th grade or 14 years old until 21 years old);
  - g. First responders;
  - h. Military Service Members, veterans, and immediate family members (SMVF) of military service members or veterans; and
  - i. Judges and attorneys, as appropriate based on the practice of law of the judge or attorney.

B. Grantee shall request monthly reimbursement, solely for Contract activities on or before the 15th day of the month after the month of service (e.g., September submission due

October 15th) using the State of Texas Purchase Voucher (Form 4116), which is incorporated by reference and can be downloaded at <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher>.

- C. Grantee’s monthly State of Texas Purchase Voucher Form 4116 must include:
1. Vendor Identification Number entered into field 4 (Texas identification number).
  2. Amount being invoiced entered into field 6 (document amount);
  3. Vendor name and address entered into field 7 (payee name/address);
  4. Month of service range entered into field 10 (service/delivery date);
  5. Detailed accounting of state (General Revenue) and federal Outreach Worker (Mental Health Block Grant) expenses for the month into field 11 (Description of Goods and Services);
    - a. At minimum this field should include:
      - i. The total state (General Revenue) reimbursement amount
      - ii. The total federal (Mental Health Block Grant) reimbursement amount
  6. SCOR contract number into field 11a and contract period into field 11b (SCOR service dates);
  7. The total amount of reimbursement requested for the month into field 14 (amount);
  8. The contact’s name, phone number, and data entry contact as appropriate entered into fields 15-17 (contact name, phone number and entered by);
  9. An attachment of supporting documentation, to include sign-in sheets and certificates for trainings (a pass/fail course record from the National Council for Behavioral Health may be submitted in lieu of certificates) during the month uploaded to SharePoint;
  10. School districts and higher education entities that received training during the service month, and the number and category of employees that received training in each school district/higher education entity must be documented on the sign-in sheet; and
  11. A general ledger supporting MHFA Outreach Worker costs.
- D. To accompany the monthly invoice, data must be entered into CMBHS that indicates:
1. The total number of employees/contracted providers certified as new trainers;
  2. The total number of participants trained in a MHFA curriculum, including totals for each group trained:
    - a. Public school district (including charter school) employees, resource officers, and contractors;
    - b. Private school employees, resource officers, and contractors;
    - c. Any person who has direct and recurring contact with students;
    - d. Higher education employees and contractors (“higher education employees” means entities covered under the definition of “institution of higher education” in Section 61.003 of the Texas Education Code;
    - e. Community members (not reimbursable with general revenue funds);
    - f. Employees and contractors of child-care facilities;
    - g. Youth (meaning an individual from 9th grade or 14 years old until 21 years old);
    - h. First responders;
    - i. Military Service Members, veterans, and immediate family members (SMVF) of military service members or veterans; and
    - j. Judges and attorneys, as appropriate based on the practice of law of the judge or attorney.
  3. The numbers of school district staff trained in youth and adult MHFA;

4. The numbers of service members, veterans and their family trained in youth or adult MHFA and in the veteran's module of MHFA;
5. The numbers of youth, adult, and teen MHFA courses conducted; and
6. The numbers of youth, adult, and teen MHFA courses conducted at school districts.

This data is required to be entered into CMBHS as supporting documentation before the monthly invoice will be approved for payment.

- E. Grantee must submit monthly reimbursement requests greater than zero dollars (\$0.00) to [HHSC AP@hhs.texas.gov](mailto:HHSC_AP@hhs.texas.gov), and copy [MHContracts@hhs.texas.gov](mailto:MHContracts@hhs.texas.gov), HHSC's designated Contract manager, and HHSC's MHFA Program Coordinator ([MentalHealthFirstAid@hhsc.state.tx.us](mailto:MentalHealthFirstAid@hhsc.state.tx.us)). HHSC recommends using the following naming convention on the subject line of all monthly reimbursement requests: *"Invoice Submission: [Center], [Contract Number], [Invoice Amount], [Service Month]."*
- F. All Contract costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Contract.

**HEALTH AND HUMAN SERVICES**  
**Contract Number HHS001335500026**

**Attachment C CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

**2. Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

**3. Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

**4. Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**5. Assignment**

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

**6. Terms and Conditions**

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

**7. HHS Right to Use**

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

**8. Release from Liability**

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

**9. Dealings with Public Servants**

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

**10. Financial Participation Prohibited**

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**11. Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**12. Child Support Obligation**

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

**13. Suspension and Debarment**

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

**14. Excluded Parties**

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

**15. Foreign Terrorist Organizations**

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**16. Executive Head of a State Agency**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

**17. Human Trafficking Prohibition**

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**18. Franchise Tax Status**

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

**19. Debts and Delinquencies**

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

**20. Lobbying Prohibition**

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

**21. Buy Texas**

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

**22. Disaster Recovery Plan**

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

**23. Computer Equipment Recycling Program**

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

**24. Television Equipment Recycling Program**

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

**25. Cybersecurity Training**

- A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

**26. Restricted Employment for Certain State Personnel**

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

**27. No Conflicts of Interest**

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor’s provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency’s decision.

**28. Fraud, Waste, and Abuse**

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor’s Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General  
Attn: Fraud Hotline  
MC 1300  
P.O. Box 85200  
Austin, Texas 78708-5200

**29. Antitrust**

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

**30. Legal and Regulatory Actions**

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor’s performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency’s consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor’s performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency’s consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

**31. No Felony Criminal Convictions**

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

**32. Unfair Business Practices**

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**33. Entities that Boycott Israel**

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**34. E-Verify**

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

**35. Former Agency Employees – Certain Contracts**

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

**36. Disclosure of Prior State Employment – Consulting Services**

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

**37. Abortion Funding Limitation**

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

**38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

**39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.**

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

**40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)**

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

**41. COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor’s business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

**42. Entities that Boycott Energy Companies**

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**43. Entities that Discriminate Against Firearm and Ammunition Industries**

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**44. Security Controls for State Agency Data**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency’s risk under the Contract based on the sensitivity of System Agency’s data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

**45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

**46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**47. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

**48. Critical Infrastructure Subcontracts**

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

**49. Enforcement of Certain Federal Firearms Laws Prohibited**

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

**50. Prohibition on Abortions**

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

**51. Hardening of State Government**

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or

- c. Owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4.

**52. Artificial Intelligence Disclosure.**

Contractor certifies that it has disclosed in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. “Artificial intelligence system” means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor promises not to use an artificial intelligence system to perform the Contract without the prior written consent of System Agency.

**53. Surveillance, Intimidation, and Related Acts.**

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

- (1) a member of the state legislature or person employed to support the state legislature in any capacity;
- (2) a family member of a person described by (1);
- (3) a state agency employee; or
- (4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to \$2 million for a violation of Government Code, Section 2261.302.

**54. False Representation**

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**55. False Statements**

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**56. Permits and License**

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

**57. Equal Employment Opportunity**

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**58. Federal Occupational Safety and Health Law**

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**59. Signature Authority**

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

**Signature Page Follows**

**Authorized representative on behalf of Contractor must complete and sign the following:**

North Texas Behavioral Health Authority

---

**Legal Name of Contractor**

---

**Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)**

---

**Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)**  
**Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

DocuSigned by:  
  
8CEA892CE99146E

March 17, 2026

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**Signature of Authorized Representative**

---

**Date Signed**

Carol Lucky

CEO

---

**Printed Name of Authorized Representative  
First, Middle Name or Initial, and Last Name**

---

**Title of Authorized Representative**

8111 LBJ Frwy, Suite 900

Dallas, Texas 75251

---

**Physical Street Address**

---

**City, State, Zip Code**

---

**Mailing Address, if different**

---

**City, State, Zip Code**

469-299-9373

---

**Phone Number**

---

**Fax Number**

clucky@ntbha.org

011556147

---

**Email Address**

---

**DUNS Number**

75-2811269

1752811269

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**Federal Employer Identification Number**

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**Texas Identification Number (TIN)**

17528112695000

0521

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**Texas Franchise Tax Number**

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**Texas Secretary of State Filing Number**

MSNLLGML43G3

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**SAM.gov Unique Entity Identifier (UEI)**

### Certificate Of Completion

Envelope Id: 53CCB6BD-5F4C-49D9-9E61-E72A02CF4C93  
 Subject: Amending \$1,815,250.00; HHS001335500026; NTBHA A3; HHSC/CPSO/BHS/MH  
 Procurement Number:  
 Source Envelope:  
 Document Pages: 25  
 Certificate Pages: 2  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
  
 Envelope Originator:  
 Texas Health and Human Services Commission  
 1100 W. 49th St.  
 Austin, TX 78756  
 PCS\_DocuSign@hhsc.state.tx.us  
 IP Address: 167.137.1.10

### Record Tracking

Status: Original  
 2/26/2026 1:47:13 PM  
  
 Security Appliance Status: Connected

Holder: Texas Health and Human Services  
 Commission  
 PCS\_DocuSign@hhsc.state.tx.us  
  
 Pool: FedRamp

Location: DocuSign

### Signer Events

Carol Lucky  
 clucky@ntbha.org  
 CEO  
 North Texas Behavioral Health Authority  
 Security Level: Email, Account Authentication  
 (None)

### Signature

DocuSigned by:  
  
 8CEA892CF99146F...

Signature Adoption: Pre-selected Style  
 Using IP Address: 12.138.126.66

### Timestamp

Sent: 2/26/2026 3:37:19 PM  
 Viewed: 3/2/2026 9:19:24 AM  
 Signed: 3/17/2026 4:19:04 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Trina Ita  
 Trina.Ita@hhs.texas.gov  
 Deputy Executive Commissioner, BHS  
 Health and Human Services Commission  
 Security Level: Email, Account Authentication  
 (None)

Signed by:  
  
 BB6DC1CFC21D4C3...

Signature Adoption: Pre-selected Style  
 Using IP Address: 167.137.1.14

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 Signed: 3/17/2026 4:20:10 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Mh Contracts  
 MHContracts@hhsc.state.tx.us  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 2/26/2026 3:37:18 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
<p>Mark Vogt mark.vogt01@hhs.texas.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 2/26/2026 3:37:18 PM
<p>Meliah Martinez mmartinez@ntbha.org Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 2/26/2026 3:37:20 PM
<p>Heath Frederick hfrederick@ntbha.org Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 2/26/2026 3:37:20 PM
<p>Christopher Dickinson Christopher.Dickinson@hhs.texas.gov Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 3/17/2026 4:19:08 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/26/2026 3:37:18 PM
Certified Delivered	Security Checked	3/17/2026 4:19:59 PM
Signing Complete	Security Checked	3/17/2026 4:20:10 PM
Completed	Security Checked	3/17/2026 4:20:10 PM
Payment Events	Status	Timestamps

# RESOLUTION

## NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

**RESOLUTION NO:** 496-2026 Ratify Texas Veterans Commission Services Contract for FY 2026-FY 2027

**DATE:** April 8, 2026

**STATE OF TEXAS** }

**COUNTY OF DALLAS** }

**BE IT REMEMBERED** at a regular meeting of the North Texas Behavioral Health Authority held on the 8th day of April 2026, 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 Texas Veterans Commission Services Contract for FY 2026-FY 2027.

**DONE IN OPEN MEETING** this the 8th day of April 2026.

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: April 8, 2026**

**AGENDA ITEM 15: Resolution 496-2026 – Ratification of Texas Veterans Commission for Veterans Service Agreement for FY26-FY27 (“MHPV26-27”)**

**RECOMMENDATION/MOTION:**

Request for Board to ratify the signature of NTBHA CEO, Carol Lucky, on Texas Veterans Commission Contract No. MHPV26-27, made Effective through FY2027.

**BACKGROUND:**

This contract is entered into pursuant to H.B. No. 114, which transfers the authority to administer the Mental Health Program for Veterans ("MHPV") from the Health and Human Services Commission ("HHSC") to TVC, effective September 1, 2025, as codified in Texas Government Code, Chapter Sections 434.3515, 434.352, and 434.354. This Contract is effective upon full execution and covers the period of performance of March 1, 2026, through August 31, 2027, unless terminated sooner pursuant to the terms and conditions of this Contract. This Contract does not include renewals.

The goal of this Statement of Work ("SOW") is to enhance access to, awareness of, and connection to peer-to-peer mental health services for trauma-affected service members, veterans, and their families ("SMVF") through the Mental Health Program for Veterans ("MHPV"). The objective of this SOW is to implement the Military Veteran Peer Network ("MVPN") through selected Local Mental Health Authorities ("LMHA") and Local Behavioral Health Authorities ("LBHA") that participate in the Texas Veterans Commission's ("TVC") MHPV. Funds allocated and paid under this SOW support the employment or contract employment of one Full-Time Peer Service Coordinator ("PSC") and one Part-Time PSC, who implement local networks of trained veteran peers to deliver peer-to-peer services and related activities under the MHPV. For purposes of this SOW, the term "Peer Service Coordinator" or "PSC" means a person who recruits, trains, and retains veterans, peers, and volunteers to participate in the Contractor's mental health program for veterans and its related activities (see Texas Government Code§ 434.351(2-a))

**FINANCIAL INFORMATION:**

The total Grant Value, covering the remainder of FY26 through FY27, shall not exceed: **\$148,800**. There is no contractual requirement to provide Matching Funds for this program.

**IMPLEMENTATION SCHEDULE:** Upon Ratification by the NTBHA Board of Directors.

**ATTACHMENTS:** 15. *TVC\_MHPV26-27 Vet Services Agreement (NTBHA-Signed Copy)*

**ALIGNS WITH VISIONS #1, 2, 3, AND 4**



<b>NTBHA Strategic Visions</b>
<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

**CONTRACT BETWEEN  
TEXAS VETERANS COMMISSION AND NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY, A LOCAL MENTAL HEALTH AUTHORITY**

**CONTRACT NO. MHPV26-27**

The parties to this agreement (“Contract”) are the Texas Veterans Commission (“TVC” or “Agency”), and North Texas Behavioral Health Authority (or “Contractor”), having its principal office at 8111 LBJ Freeway, Suite 900, Dallas, Texas 75251 (each a “Party” and collectively the “Parties”).

**I. PURPOSE**

- A. The purpose of this Contract is to support the implementation and administration of the Veterans Service Program and the Veterans Counseling Program through selected Local Mental Health Authorities (“LMHA”) and Local Behavioral Health Authorities (“LBHA”).
- B. Under this Contract, services will be delivered by a team consisting of Peer Service Coordinators (“PSC”), trained peer support specialists, and/or licensed mental health professionals, with the goal of providing mental health services to veterans and immediate family members.

**II. LEGAL AUTHORITY**

This contract is entered into pursuant to H.B. No. 114, which transfers the authority to administer the Mental Health Program for Veterans (“MHPV”) from the Health and Human Services Commission (“HHSC”) to TVC, effective September 1, 2025, as codified in Texas Government Code, Chapter Sections 434.3515, 434.352, and 434.354.

**III. DURATION**

This Contract is effective upon full execution and covers the period of performance of March 1, 2026, through August 31, 2027, unless terminated sooner pursuant to the terms and conditions of this Contract. This Contract does not include renewals.

**IV. BUDGET**

A. Budget

A.1 The total amount of this Contract will not exceed \$148,800.

A.2 The total not-to-exceed amount includes the following:

-\$99,200 annually for one PSC and one part-time PSC (“MH/VET”)

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**V. STATEMENT OF WORK**

**A. Purpose**

- A1. The goal of this Statement of Work (“SOW”) is to enhance access to, awareness of, and connection to peer-to-peer mental health services for trauma-affected service members, veterans, and their families (“SMVF”) through the Mental Health Program for Veterans (“MHPV”).
- A2. The objective of this SOW is to implement the Military Veteran Peer Network (“MVPN”) through selected Local Mental Health Authorities (“LMHA”) and Local Behavioral Health Authorities (“LBHA”) that participate in the Texas Veterans Commission’s (“TVC”) MHPV.
- A.3 Funds allocated and paid under this SOW support the employment or contract employment of one Full-Time Peer Service Coordinator (“PSC”) and one Part-Time PSC, who implement local networks of trained veteran peers to deliver peer-to-peer services and related activities under the MHPV.
- A.4 For purposes of this SOW, the term “Peer Service Coordinator” or “PSC” means a person who recruits, trains, and retains veterans, peers, and volunteers to participate in the Contractor’s mental health program for veterans and its related activities (see Texas Government Code § 434.351(2-a))

**B. Contractor Responsibilities**

- B.1 In implementing the MVPN program, the Contractor’s objectives include:
- i. Hire or contract at least one Full Time PSC and one Part Time PSC to implement the MVPN that are trained and certified by TVC’s Veteran Mental Health Department (VMHD) using curriculum approved by TVC to achieve the deliverables and objectives of this SOW.
  - ii. Provide direct peer-to-peer services to trauma-affected military SMVF;
  - iii. Train MVPN peer volunteers, the SMVF community, and communities at large on the issues and impacts of military-related traumas using TVC-developed curriculum;
  - iv. Assist SMVF to identify and access appropriate, culturally competent mental health services, including access to licensed mental health professionals (“LMHPs”) and supportive services within their service coverage area;
  - v. Make referrals to community-based resources, programs, and activities which provide health-focused supportive services; and
  - vi. Provide peer-to-peer services to justice-involved veterans (“JIV”) who may be impacted by military-related traumas.
  - vii. Monitor and verify that the PSCs principally serve trauma-affected military SMVF.

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viii. Ensure the PSC dedicates 1.0 Full Time Equivalent (40 hours per week) and the Part Time PSC dedicates a minimum of 15 hours a week exclusively to achieve the objectives of this SOW.

B.2 Ensure collaboration with Veteran Counselors, licensed mental health professionals (“LMHPs”), community partners, and justice-involved veteran (“JIV”) initiatives, where applicable. Participate in technical assistance, evaluation, and reporting requirements established by TVC.

B.3 The PSC’s base of operations should be a site selected by agreement between Contractor and the PSC. Recommended sites include:

- i. A Peer Networking Center, which is a facility that the PSC determines SMVF would likely be comfortable visiting; and
- ii. Be near or co-located with one or more of the following: Veterans County Service Officers (“VCSO”), TVC representatives, or Texas Workforce Commission (“TWC”) Veterans Resource & Referral Specialists.

B.4 Program Design and Objectives

- i. The Contractor shall ensure the program enhances and expands access to, awareness of, and connection to services and resources for trauma-affected SMVF, including peer-to-peer counseling services.
- ii. The Contractor shall train MVPN peer volunteers, the SMVF community, and communities at large on the issues and impacts of military-related traumas using TVC-developed curriculum. To train listed personnel and entities, Contractor shall, within its local service area:
  - 1) Coordinate or conduct trainings using TVC-developed curriculum, incorporated by reference and posted at: <https://tvc.texas.gov/mental-health> to educate SMVF and the community on military-related traumas and associated mental health impacts;
  - 2) Coordinate or conduct training on veteran suicide prevention topics and tools; and
  - 3) Coordinate with the local Mental Health First Aid Coordinator for delivery of Mental Health First Aid-Veterans (“MHFA-V”) module to educate SMVF and the community on mental health conditions and their symptoms with veteran-specific information.

B.5 The Contractor shall assist SMVF to identify and access appropriate mental health services, including access to LMHPs and supportive mental health services within their local service coverage area. To enhance access to appropriate services, contractor shall coordinate with, collaborate with, and make appropriate and necessary referrals to the following organizations:

- i. Veterans Health Administration (“VA”) LMHPs;
- ii. Veteran Counselors at select LMHA/LBHA pilot sites;
- iii. Community-based LMHPs trained to serve trauma-affected military SMVF;
- iv. VA-funded Vet Centers;

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- v. Substance-use-disorder treatment centers; and
- vi. Suicide and crisis-intervention centers and organizations.

B.6 The Contractor shall make referrals to local community-based resources, programs, and activities that provide mental health-focused supportive services. Contractor shall coordinate with, collaborate with, and make referrals to local organizations with activities which may include:

- i. VA hospital systems, clinics, and Vet Centers;
- ii. VCSO, TVC, and TWC representatives;
- iii. Programs focused on veteran-suicide awareness and prevention;
- iv. Programs for substance-use screening, assessment, and treatment;
- v. Programs that support veteran housing and employment;
- vi. Programs that support veterans who are women;
- vii. Community-based veteran peer networking centers; and,
- viii. Programs that support veterans in rural areas (if applicable to the Contractor's service area).

B.7 The Contractor shall provide peer-to-peer services to JIV who may be impacted by military-related traumas. Contractor shall coordinate for and deliver direct peer services to JIV and participate in JIV initiatives and programs, which may include:

- i. Local municipal law enforcement agency initiatives for JIV;
- ii. County jail diversion programs for veterans;
- iii. County or regional veteran treatment courts;
- iv. State jail and/or prison re-entry programs for veterans; and
- v. Incarceration-based in-reach programs for JIV implemented by TVC, Texas County Jails, the Texas Department of Criminal Justice (TDCJ), and the Federal Bureau of Prisons.

B.8 Contractor shall, at a minimum:

B.8.1 Ensure the PSC, Part-Time PSC, and trained peers deliver direct peer services for the purposes of this SOW, including:

- i. One-on-one peer counseling;
- ii. SMVF peer group participation and facilitation;
- iii. Referral to mental health services provided by military-trauma-informed LMHPs;
- iv. Referral to community-based organizations for mental health supportive services; and
- v. Maintain a record of direct peer service delivery by the PSC and trained peers.

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- B.8.2 Coordinate, promote awareness of, and conduct no fewer than three MVPN Basic Trainings per quarter (Quarter 1 begins September 1st and ends November 30th, Quarter 2 begins on December 1st and ends on February 28th of 29th during leap years, Quarter 3 begins on March 1st and ends on May 31st, and Quarter 4 begins on June 1st and ends on August 31st) of each State Fiscal Year (“SFY”) for SMVF peers, community members and LMHPs to be trained by TVC-certified MVPN Basic Trainers by:
- i. Scheduling and posting trainings;
  - ii. Maintaining local training attendance rosters; and
  - iii. Submitting training completion rosters to VMHD staff.
- B.8.3 Ensure the PSC, Part-Time PSC, and trained peers refer military-trauma affected SMVF seeking mental health services to appropriate, culturally competent providers, including:
- i. VHA LMHPs;
  - ii. Staff, contracted Veteran Counselors or LMHPs trained to serve trauma affected military SMVF; and
  - iii. Community-based LMHPs trained in military-related trauma.
- B.8.4 Maintain, and provide to, upon TVC’s request, a list of trained volunteer SMVF peers, community members, and LMHPs;
- B.8.5 Ensure PSC and Part-Time PSC coordinate locally for the delivery of MHFA-V, as trained by TVC’s VMHD;
- B.8.6 Ensure the PSC maintains records of contacts, or contact attempts, with each trained volunteer SMVF peer. Contact must be attempted at least once per month;
- B.8.7 Cooperate with VMHD requests for information related to local delivery of mental health services, mental health supportive services, and activities of the program;
- B.8.8 Verify that the activities listed in Programs and Objectives (sections (B4,ii; B.5-B7 and B.8.1-B.8.4 of this SOW) are documented and submitted as required by of this SOW, Performance Measures (G); and
- B.8.9 Contractor shall participate in technical assistance and training as required by TVC:
- i. Ensuring PSCs, Part-Time PSCs, and (when requested by TVC) local program supervisors participate in statewide and regional trainings and meetings led by VMHD staff for the following purposes:
    - 1) Certification, continuing education, and recertification training for PSCs;
    - 2) Sharing of information regarding the activities of the MHPV; and
    - 3) Sharing of information regarding evidence-based practices to enhance MVPN

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- ii. Maintaining TVC-managed certification of no less than two Contractor staff personnel or volunteer peers as trainers of MVPN Basic Training (the TVC-developed curriculum for delivery to volunteer SMVF peers, LHPs, and community members);
- ii. Participating in TVC-provided and approved surveys, program assessments, interviews, focus groups, and work groups, in order to evaluate Contractor's ability to accomplish the deliverables of this SOW; and
- iii. Participating in TVC-provided and approved initiatives to drive efficiencies in program performance.

**C. Peer Service Coordinator:**

C.1 Contractor shall hire or contract for a PSC. This PSC is a 1.0 Full Time Equivalent ("FTE"), dedicating, at a minimum, 40 hours per week exclusively to achieve the objectives of the program found in the Program Design and Objectives Section of this Statement of Work. Contractor shall monitor and verify its PSC focuses on training Peers in MVPN Basic Training, providing direct peer services, and, where appropriate, organizing and directing trained Peers to provide direct Peer services to trauma-affected military SMVF. Contractor shall verify its PSC's skills and experience include the following:

- i. Experience as a SMVF;
- ii. Completion of TVC-delivered PSC certification training within six months of hire;
- iii. Demonstrated leadership skills;
- iv. Demonstrated ability to use limited resources to achieve objectives;
- v. Knowledge about community resources and services;
- vi. Experience in a volunteer-focused program;
- vii. Demonstrated public speaking/presentation ability; and
- viii. Training in suicide-risk behavior identification and suicide prevention (*e.g.*, Columbia Suicide Severity Rating Scale, Applied Suicide Intervention Skills Training, Ask About Suicide to Save a Life) within six months of hire.

**D. Part-Time Peer Service Coordinator:**

D.1 Contractor shall hire or contract for a Part-Time PSC, a 0.5 FTE, dedicating, at a minimum, 15 hours per week exclusively to achieve the objectives of the program found in the Program Design and Objectives Section of this SOW. Contractor shall monitor and verify its part-time PSC focuses on training Peers in MVPN Basic Training, providing direct Peer services, and, where appropriate, organizing and directing trained Peers to provide direct peer services to trauma-affected military SMVF. Contractor shall verify its part-time PSC's skills and experience include the following:

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- i. Experience as a SMVF;
- ii. Completion of TVC-delivered PSC certification training within six months of hire;
- iii. Demonstrated leadership skills;
- iv. Demonstrated ability to use limited resources to achieve objectives;
- v. Knowledge about community resources and services;
- vi. Experience in a volunteer-focused program;
- vii. Demonstrated public speaking/presentation ability; and
- viii. Training in suicide-risk behavior identification and suicide prevention (*e.g.*, Columbia Suicide Severity Rating Scale, Applied Suicide Intervention Skills Training, Ask About Suicide to Save a Life) within six months of hire.

**E. Single Point of Contact:**

Contractor shall designate a single point of contact, other than the PSC and part-time PSC, to receive and transmit information required for effective implementation and monitoring of the Program (Veteran Service Program Coordinator). Contractor shall inform TVC of a change in its single point of contact no later than ten calendar days after the single point of contact changes.

**F. Project Implementation Plan:**

F.1 Contractor shall use the TVC's authorized template to submit to TVC's Contract Manager its written Program Implementation Plan, which includes, at a minimum, the following elements for each SFY:

- i. Activities for organizing veteran peer-to-peer counseling and services under the terms of this Statement of Work;
- ii. Tactics for enhancing collaboration by the local MVPN Program with Veteran Counselors, LMHPs trained in military-related trauma, VCSOs, TVC, and TWC;
- iii. Tactics that Contractor will use to generate and disseminate information about the local MVPN Program and its related activities for use by news services, print, broadcast, and social media;
- iv. MVPN descriptions, including the MVPN benefits statement ("Trust, Camaraderie, Hope"), and materials to be distributed by Contractor at events;
- v. A Uniform Resource Locators (URLs) list of the Contractor's website where the MVPN-hyperlinked banner is located;
- vi. A timeline for task(s) to be accomplished and persons or entities responsible for each task; and
- vii. Anticipated outcomes and objectives.

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**G. Project and Fiscal**

G.1 Reporting Contractor shall:

- i. On or before September 15, develop and submit an annual budget for the MVPN Program. Contractor shall electronically submit the annual budget using the attached form, Texas Veterans Commission Military Veteran Peer Network Budget Form, to: [vmhd@tvc.texas.gov](mailto:vmhd@tvc.texas.gov).
- ii. On or before 20 calendar days following the last day of the previous quarter, develop and submit SFY quarterly expenditure reports for the MVPN Program. Contractor shall electronically submit quarterly expenditure reports using the attached form, Texas Veterans Commission Military Veteran Peer Network Expenditure Form, to: [vmhd@tvc.texas.gov](mailto:vmhd@tvc.texas.gov).
- iii. On or before September 15, develop and submit an annual Project Implementation Plan identified in the Single Point of Contact section in this Statement of Work for the MVPN Program Contractor shall electronically submit the Project Implementation Plan to: [vmhd@tvc.texas.gov](mailto:vmhd@tvc.texas.gov) in Microsoft Word format. Adobe PDF files are acceptable.
- iv. On or before the last day of the fiscal quarter, the contractor shall electronically submit verification of the SFY quarterly performance numbers reported through MVPN Digital Reporting Tool.

**H. Performance Measures**

H.1 TVC will use the following performance measures, along with any additional terms of this SOW, to assess Contractor's effectiveness in providing the services required within this SOW:

- i. Contractor shall designate a single point of contact, other than the PSC and Part-Time PSC, and notify TVC, in writing, of the person's name and contact information no later than 10 business days after execution of this Contract. If the single point of contact changes, Contractor shall provide written notification to TVC no later than 10 business days after making the change.
- ii. Contractor shall inform TVC about the hiring of or contracting with any PSCs (see Peer Service Coordinator, (D)) within 10 business days after Contractor's PSC has been hired or contracted. Contractor shall inform TVC's Contract Manager about any staffing changes regarding the PSCs no later than 10 business days after the changes are made.

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- iii. Contractor shall, on or before 20 calendar days following the last day of the previous quarter, develop and submit quarterly expenditure reports for the MVPN Program. Contractor shall electronically submit the SFY quarterly expenditure using the attached form, Texas Veterans Commission Expenditure Form, to: vmhd@tvc.texas.gov in MS Excel XLS format. Handwritten scans will not be accepted.
- iv. Contractor shall, by the last day of the fiscal quarter, electronically submit verification of the SFY quarterly performance numbers reported through the MVPN Digital Reporting Tool. The verification shall be submitted electronically.
- v. Contractor shall submit in a format and timeframe prescribed by TVC's Contract Manager and VMHD:
  - 1) Upon request, the names of individuals contacted, or those whom the Contractor attempted to contact, and the dates the contacts or attempts were made as required in B8.6 above.
  - 2) The names of trained SMVF peers and the identity of trainers (see B 8.1 and B8.4); and
  - 3) The results of surveys, critiques, and other data gathering information found in 8.9 (iii). Contractor shall submit all performance measures electronically using the MVPN Digital Reporting Tool.

**I. Payment Method**

Quarterly Allocation, based upon timely receipt of completed required deliverables and adherence to requirements set forth in this SOW.

**J. Budget**

- J.1 After notifying TVC's Contract Manager of the transfer, Contractor may, without TVC's prior approval, transfer money between budget categories within this SOW, subject to the following terms:
  - i. No program budget category transfer or cumulative transfers may exceed 25% of the total value of this SOW or \$100,000, whichever is less;
  - ii. Contractor shall request prior written approval from TVC if the budget transfer(s) exceed(s) \$100,000, alone or cumulatively;
  - iii. A formal contract amendment is required if the budget category transfer(s) or cumulative transfers exceed(s) 25% of the value of this SOW.;  
or

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- iv. Contractor shall receive TVC's prior approval for budget transfers amongst more than one program.

J.2 The amount expended by Contractor for the administration of the provision of services under this SOW shall not exceed 5% of the total.

**K. Funding**

If Contractor's total allowable expenditures for the term of this SOW are less than the total amount disbursed by TVC in Contractor's allocations, Contractor shall be subject to recoupment of the difference between the total amount disbursed by TVC and Contractor's total allowable expenditures.

**L. Outcome If Contractor Cannot Complete Required Performance**

Unless otherwise specified in this SOW, if Contractor cannot complete or otherwise comply with a requirement included in this Statement of Work, TVC, at its sole discretion, may impose remedies or sanctions outlined under Local Mental Health Authority Special Conditions, Section 6.09 (Remedies and Sanctions).

**VI. REPORTING REQUIREMENTS**

Contractor shall submit report according to the statement of work, which shall be submitted quarterly.

**VII. CONTRACT REPRESENTATIVES**

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

**TVC**

**Primary:** Brenda Keller, Director, Mental Health Department  
Texas Veterans Commission  
P.O. Box 12277, Austin, TX 78711-2277  
brenda.keller@tvc.texas.gov

**Secondary:** Santos Saldaña III, Procurement and Contracts Manager  
Texas Veterans Commission  
P.O. Box 12277, Austin, TX 78711-2277  
santos.saldana@tvc.texas.gov

**Contractor:** Carol Lucky, Chief Executive Officer  
North Texas Behavioral Health Authority  
8111 LBJ Freeway, Suite 900, Dallas, Texas 75251  
clucky@ntbha.org  
Agency No.: 17528112695

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**VIII. NOTICE REQUIREMENTS**

- A. Contractor shall send legal notices to TVC at the address below and provide a copy to the Contract Representatives:
- Texas Veterans Commission  
Attn: Office of General Counsel  
1801 Congress Ave., Suite 14s  
Austin, TX 78701
- B. All notices shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the TVC Office of General Counsel.
- C. Notices given by TVC to Contractor may be emailed, mailed, or sent by common carriers. Email notices shall be deemed delivered when sent by TVC. Notices sent by mail shall be deemed delivered when deposited by TVC in the United States mail, postage paid, certified, and return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by TVC with the common carrier, overnight, signature required.
- D. Notices given by Contractor to TVC shall be deemed delivered when received by TVC.
- E. Either Party may change its Contract Representative or legal notice contact by providing written notice to the other Party.

**IX. CONTRACTUAL DOCUMENTS**

Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity, or inconsistency between or among any documents, all TVC documents take precedence over Contractor's documents, and the Data Use Agreement takes precedence over all other contractual documents.

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**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 Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of the Contractor.

**TEXAS VETERANS COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH  
AUTHORITY**

\_\_\_\_\_

*Carol E. Lucky*  
\_\_\_\_\_

**Signature**

**Signature**

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

**Printed Name:** Carol E. Lucky

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

**Title:** Chief Executive Officer

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

**Date of Signature:** 4/2/2026