



**NORTH TEXAS
BEHAVIORAL HEALTH
AUTHORITY**

**BOARD OF DIRECTORS
MEETING**

May 13, 2026

12:00 PM

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

Board of Directors Meeting

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

Wednesday, May 13, 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/82171361361?pwd=Pg8bbOhU09HYtj0XAe0bEroxhl4bFa.1>

Passcode: 987766

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

AGENDA

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

Item #	Agenda Item		Attachment
1.	Call to Order and Declaration of Quorum	Commissioner Dr. Elba Garcia, Chair	
2.	Secretary's Report <i>*Present Minutes for approval: April 2026</i>	Judge Cody Beauchamp, Secretary	X
3.	Finance Committee Report <i>*Financial Reports for approval: March 2026</i>	Ryan Brown, Treasurer	X
4.	Public Commentary - Limited to 2 minutes – only those who are registered		
	Consent Agenda Items		
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
	Agenda Item		
8.	PNAC - Planning & Network Advisory Committee Update	Walter Taylor, PhD	X
9.	Presentation: <i>Mental Health & the Developing Brain: What Youth180 is Doing to Make a Difference</i>	Keri Stitt, President & CEO, and Viviana Triana, Chief Program Officer, Youth 180, Inc.	
10.	Chief Executive Officer's Overview and Analysis	Carol Lucky	X

11.	*Resolution 497-2026 Approve Crisis Center (Respite, etc.) Construction Contract with Austin Street Center	Carol Lucky	X
12.	*Resolution 498-2026 Approve HHSC Community Mental Health Grant Contract (Rural Crisis Respite Project - Corsicana) FY2025 through FY2029, Amendment No. 1	Carol Lucky	X
13.	Executive Session <i>The Board may go into Executive Session pursuant to Chapter 551, Subchapter D, Texas Govt. Codes as shown below:</i> <small>Tex. Gov't Code § 551.071</small>		
14.	Discussion and possible vote in open session on matters considered in Executive Session	Commissioner Dr. Elba Garcia, Chair	
15.	Next Regular Board of Directors Meeting: June 10, 2026	Commissioner Dr. Elba Garcia, Chair	
16.	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
April 8, 2026, at 12:00 PM

2026 Attendance	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> Dallas County	X	A	N	X				N					N
Janis Burdett, <u>Vice-Chair</u> Ellis County	X	A	N	X				N					N
Ryan Brown, <u>Treasurer</u> Dallas County	X	X	N	X				N					N
Judge Cody Beauchamp, <u>Secretary</u> Navarro County	X	X	N	X				N					N
Judge Mary Bardin, Kaufman County	X	X	N	A				N					N
Judge Lela Lawrence Mays Dallas County	X	X	N	X				N					N
Maricela Canava Dallas County	X	X	N	X				N					N
Major Todd Calkins Rockwall County	X	X	N	A				N					N
Deputy Michael Allen Rockwall County	A	A	N	A				N					N
Captain Charlie York Navarro County	A	X	N	A				N					N
Sergeant Brad Elliott Ellis County	X	A	N	A				N					N
Nikki Haynes Hunt County	X	X	N	A				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

Commissioner Dr. Elba Garcia, Chair, presided.

- Quorum Announced. Commissioner Dr. Elba Garcia, Chair brought the meeting to order and declared a quorum at 12:25 PM. This meeting was conducted via Zoom with limited board members and staff physically onsite. Approximately 46 participants were in attendance, including
 - Board members,
 - NTBHA staff and
 - No in-person visitors

Item #2**Secretary's Report**

Judge Cody Beauchamp reported that he reviewed the minutes from the February 11, 2026, meeting. No revisions were noted, and the Board approved the minutes as presented.

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

Item #3**Finance Committee Report**

Treasurer Ryan Brown reported that the January and February 2026 financial reports were prepared by accounting staff. Mr. Brown reviewed the reports, had no questions or requested changes, and recommended for approval.

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

Item #4**Public Commentary**

None

CONSENT AGENDA**Item #5****Provider Meeting****Item #6****PLAG – Psychiatrists Leadership & Advocacy Group****Item #7****Legislative Update**

Provider Meeting, PLAG Report, and Legislative Update were presented as part of the Consent Agenda.

- Vote. Janis Burdett moved for approval of the **Consent Agenda**, seconded by Judge Cody Beauchamp. The motion carried.

Item #8**PNAC – Planning & Network Advisory Committee Update**

Dr. Walter Taylor, CSO, reported that there was no PNAC report for the month.

Item #9**Presentation:*****APAA Recovery Community Organization: Spreading Health and Wellness in Recovery Oriented Systems of Care***

Joe Powell, CEO of APAA Recovery, presented an overview of recovery community organizations and peer recovery support services, highlighting APAA's history, accreditation, and longstanding collaboration with NTBHA. He discussed the role of peer specialists, distinctions between peer support and clinical services, and the importance of recovery-oriented systems of care. Mr. Powell also shared program outcomes and impact data, including service utilization, cost savings, and return on investment associated with peer support services. He concluded by reaffirming APAA's partnership with NTBHA and noting upcoming community recovery initiatives.

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

CEO Carol Lucky reported that NTBHA continues strong operational performance, serving approximately 34,000 individuals last month across adult and children's services, excluding crisis-only contacts. She highlighted the work of NTBHA's Critical Time Intervention (CTI) and Mobile Crisis Outreach Team (MCOT), along with provider partners including Homeward Bound and Metrocare, in serving individuals with complex behavioral health and housing needs. Ms. Lucky noted that 1,348 services were provided to this population over the past 11 months with the majority delivered through NTBHA crisis teams and funded specialty programs. She recognized staff efforts in homeless outreach, crisis response, and community engagement, emphasizing the teams' effectiveness in reaching high-need populations.

Commissioner Dr. Elba Garcia thanked Ms. Lucky and the NTBHA team for their continued leadership and support of behavioral health services across Dallas County and surrounding counties. She also recognized NTBHA staff for their participation in the Hispanic Mental Health Symposium.

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

The Board approved the NTBHA Quality Management Plan for FY2026 - FY 2028. CEO Carol Lucky reported that the plan is routinely submitted every two years and supports organizational compliance, quality management, utilization management, and alignment across NTBHA programs.

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

Item #12***Resolution 493-2026 Approve Delegation of Signature Authority**

The Board approved updates to NTBHA's delegation of signature authority. CEO Carol Lucky explained the changes were recommended following an HHS Emergency Management review to strengthen operational continuity and separation of duties through expanded authorized signatories for executive and financial functions.

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

Item #13***Resolution 494-2026 Ratify HHSC Youth Crisis Outreach Team Contract Amendment No. 2 for FY2026 – FY2028**

The Board ratified the HHSC Youth Crisis Outreach Team Contract Amendment. CEO Carol Lucky reported continued funding for the YCOT program, originally implemented in 2024-2025, with funding not to exceed \$12,269,000 over the contract term. She noted that the program expands mobile crisis services for youth by providing ongoing support and follow-up services to stabilize youth and families and help prevent future crises.

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

Item #14***Resolution 495-2026 Ratify HHSC Mental Health First Aid Contract Amendment No. 3 for FY2026 – FY2028**

The Board ratified the HHSC Mental Health First Aid Contract extension through FY28. CEO Carol Lucky reported annual funding of approximately \$363,000 and a total contract value of approximately \$1.4 million. She noted that NTBHA is among the highest-performing entities in the state for individuals reached through the program.

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

Item #15

***Resolution 496-2026 Ratify Texas Veterans Commission Services Contract for FY2026 - FY2027**

The Board ratified the Texas Veterans Commission Services Contract. CEO Carol Lucky explained that funding for the veterans’ services program is transitioning from HHSC to the Texas Veterans Commission, with NTBHA continuing to administer the contract and subcontracting services to Metrocare. The contract is valued at approximately \$99,000 annually, totaling about \$150,000 over the contract term.

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

Item #16

Executive Session

The Board may go into Executive Session pursuant to Chapter 51, Subchapter D, Texas Govt. Codes. If during the source of the meeting covered by this notice, the Board of Directors should determine that a closed or executive meeting session of the Board of Directors is required, then such closed or executive meeting or session is authorized by the Texas Open Meetings Act, Texas government code, Section 551.001 et seq., including but not limited to the following sections and purposes:

- Tex. Gov’t Code § 551.071 – Consultation with attorney to seek advice on legal matters.
- Tex. Gov’t Code § 551.072 – Discussion of purchase, exchange, lease, or valued real property.
- Tex. Gov’t Code § 551.073 – Deliberations regarding gifts and donations.
- Tex. Gov’t Code § 551.074 – Deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- Tex. Gov’t Code § 551.076 – Deliberations regarding security devices or security audits.
- Tex. Gov’t Code § 551.076 – Deliberations regarding Economic Development negotiations.

- **The board did not enter executive session.**

Item #17

Open Session - Executive Session matters:

None.

Item #18

Next NTBHA Board Meeting

- The next NTBHA Board meeting is scheduled for **May 13, 2026, at 12:00 Noon.**

Item #19

Adjournment

- Judge Cody Beauchamp moved to adjourn the meeting, seconded by Judge Lela Lawrence Mays.
- The motion carried and the NTBHA Board of Directors Meeting was adjourned at 12:39 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
CRCC	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 th 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 - MAR26

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>MTD Total</u>
Revenue						
Federal Revenue	45,825	597,468	1,549,691	15,595	0	2,208,579
State Revenue	1,129,103	7,836,563	49,120	19,767	0	9,034,552
Local Revenue	189,493	(118,153)	1,509,182	0	0	1,580,522
Match Revenue	0	68,619	0	0	0	68,619
IN KIND Revenue	0	496,078	223,525	0	0	719,603
Interest Income	0	0	0	0	26,815	26,815
Third Party Revenue	0	155,725	0	0	0	155,725
Total Revenue	1,364,421	9,036,300	3,331,517	35,362	26,815	13,794,415
Operating Expenses						
Provider Payments	8,352	7,544,419	2,947,593	15,595	20,279	10,536,237
In-Kind Provider Payments	0	496,078	223,525	0	0	719,603
Personnel Expenses	453,101	408,768	94,829	6,487	629,019	1,592,204
Personnel Fringe Benefits	135,782	133,968	31,578	1,678	127,051	430,057
Travel Expense	6,184	8,960	802	0	8,794	24,740
Supplies Expense	2,142	3,023	294	0	190,669	196,127
Contractual Expense	59,894	299,125	0	0	83,503	442,521
Other Expense	12,908	156,203	12,691	34,524	261,213	477,539
Depreciation Expense	0	0	0	0	(292,592)	(292,592)
Total Expenses	678,363	9,050,543	3,311,311	58,284	1,027,936	14,126,437
Admin Allocation						
Admin Allocation	686,059	214,088	20,206	4,185	(924,538)	0
Total Admin Allocation	686,059	214,088	20,206	4,185	(924,538)	0
Total	0	(228,332)	0	(27,107)	(76,583)	(332,022)
NET SURPLUS/(DEFICIT)	0	(228,332)	0	(27,107)	(76,583)	(332,022)

North Texas Behavioral Health Authority
Statement of Revenue, Expenses and Changes in Net Position
FY 2026 ALL COMBINED CONTRACTS YTD - MAR26

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>YTD Total</u>
Revenue						
Federal Revenue	315,226	12,060,791	8,526,180	182,767	105,441	21,190,405
State Revenue	7,757,291	43,599,644	423,270	186,831	0	51,967,036
Local Revenue	2,749,713	527,680	5,613,260	0	0	8,890,652
Match Revenue	0	477,633	0	0	0	477,633
IN KIND Revenue	0	2,855,739	223,525	0	0	3,079,264
Other Revenue	0	142,264	0	0	1,751	144,015
Interest Income	0	0	0	0	169,993	169,993
Third Party Revenue	0	1,168,435	0	0	0	1,168,435
Total Revenue	<u>10,822,230</u>	<u>60,832,185</u>	<u>14,786,234</u>	<u>369,598</u>	<u>277,185</u>	<u>87,087,432</u>
Operating Expenses						
Provider Payments	36,293	49,141,615	13,331,342	182,767	167,758	62,859,775
In-Kind Provider Payments	0	2,855,739	223,525	0	0	3,079,264
Personnel Expenses	2,983,462	2,628,967	688,602	45,311	3,990,914	10,337,256
Personnel Fringe Benefits	878,564	817,437	232,218	12,719	951,465	2,892,403
Travel Expense	37,991	29,590	6,725	592	54,838	129,737
Supplies Expense	44,953	32,739	15,611	1,503	1,829,162	1,923,969
Contractual Expense	506,207	1,385,944	1,462	0	937,202	2,830,814
Other Expense	106,460	1,249,106	92,869	237,699	1,539,858	3,225,992
Depreciation Expense	0	0	0	0	307,773	307,773
Total Expenses	<u>4,593,931</u>	<u>58,141,136</u>	<u>14,592,354</u>	<u>480,591</u>	<u>9,778,970</u>	<u>87,586,982</u>
Admin Allocation						
Admin Allocation	6,228,299	2,614,168	193,880	59,779	(9,096,127)	0
Total Admin Allocation	<u>6,228,299</u>	<u>2,614,168</u>	<u>193,880</u>	<u>59,779</u>	<u>(9,096,127)</u>	<u>0</u>
Total	<u>0</u>	<u>76,881</u>	<u>0</u>	<u>(170,772)</u>	<u>(405,658)</u>	<u>(499,550)</u>
NET SURPLUS/(DEFICIT)	<u>0</u>	<u>76,881</u>	<u>0</u>	<u>(170,772)</u>	<u>(405,658)</u>	<u>(499,550)</u>

FY2026 BOD Budget Variance Report

March, 2026

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actuals	Budget	Variance
Revenue						
Federal Revenue	2,208,579	3,074,421	(865,843)	21,190,405	21,520,948	(330,542)
State Revenue	9,034,552	8,882,458	152,094	51,967,036	62,177,207	(10,210,170)
Local Revenue	1,580,522	1,437,340	143,182	8,890,652	10,061,379	(1,170,727)
Match Revenue	68,619	906,450	(837,831)	477,633	6,345,153	(5,867,520)
IN KIND Revenue	719,603	-	719,603	3,079,264	-	3,079,264
Other Revenue	-	3,333	(3,333)	144,015	23,333	120,682
Interest Income	26,815	46,667	(19,851)	169,993	326,667	(156,674)
Third Party Revenue	155,725	-	155,725	1,168,435	-	1,168,435
Total Revenue	13,794,415	14,350,669	(556,254)	87,087,432	100,454,686	(13,367,254)
Operating Expenses						
Provider Payments	10,536,237	8,513,631	2,022,606	62,859,775	59,595,417	3,264,358
In-Kind Provider Payments	719,603	-	719,603	3,079,264	-	3,079,264
Personnel Expenses	1,592,204	1,870,660	(278,456)	10,337,256	13,094,622	(2,757,367)
Personnel Fringe Benefits	430,057	427,021	3,035	2,892,403	2,989,149	(96,746)
Travel Expense	24,740	32,075	(7,335)	129,737	224,523	(94,787)
Supplies Expense	196,127	207,253	(11,125)	1,923,969	1,450,768	473,201
Contractual Expense	442,521	2,733,931	(2,291,409)	2,830,814	19,137,515	(16,306,701)
Other Expense	477,539	526,932	(49,393)	3,225,992	3,688,525	(462,533)
Depreciation Expense	(292,592)	39,167	(331,758)	307,773	274,167	33,606
Total Expenses	14,126,437	14,350,669	(224,233)	87,586,982	100,454,686	(12,867,704)
Net Surplus / (Deficit)	(332,022)	-	(332,022)	(499,550)	-	(499,550)



NTBHA Provider Network Meeting
April 24, 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"> ➤ Operational Changes notify NTBHA at provider.relations@ntbha.org or call Alvin Mott at 469-530-0246 ➤ Staff Access to CMBHS / PIGEON or any other database. <ul style="list-style-type: none"> ○ Remove non-users; if MH providers need assistance with CMBHS locations or Pigeon, contact help@ntbha.org ➤ Deliverables: contracts@ntbha.org ➤ Monthly QM Deliverables: qm@ntbha.org <ul style="list-style-type: none"> ○ Incident Data Report – to be used when notified of incidents (MH & SUD) <ul style="list-style-type: none"> ▪ Type 1 Incidents: Reported within one (1) business day ▪ Type 2 Incidents: Reported within two (2) business days ○ Incident Monthly Summary Report (MH & SUD) ○ Complaint Data Reports (MH only) ○ Inquiry Data Report (MH only) ➤ SUD Providers <ul style="list-style-type: none"> ○ Billing- Claims need to be entered ASAP. NTBHA reviewing the SUD claim cycle. Currently HHSC claim processing is being completed manually, however there seems to be a major delay. ○ Treatment Client Satisfaction Survey: Ambulatory Detox/Residential Detox/Intensive Residential (Adult, HIV, Women & Children)/Outpatient. Survey can be conducted within 90 calendar after client discharge. ➤ Mental Health <ul style="list-style-type: none"> ○ File Transfer Protocol (FTP) & Reports
Outpatient, Utilization and Evaluation Updates	Alvin	<ul style="list-style-type: none"> ➤ Quick Inventory of Depressive Symptomatology (QIDS) ➤ Quick Reminders CMHPs: <ul style="list-style-type: none"> ○ 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. ○ 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 ○ Please contact me when the UA has been corrected. rjohnson@ntbha.org ○ Any UA submitted after the 15th of the month will show up in Served Not Assessed Performance Contract Measure and not count. ○ Please return the RX/SNA/Medicaid/Error report each month.
Compliance / Quality Management	QM	<ul style="list-style-type: none"> ➤ QM Reminders: <ul style="list-style-type: none"> ○ Service Code Usage: Please ensure the correct service code is used for case management services (T1017). ○ Case Management Note Requirements: Each mental health case management note should clearly include: <ul style="list-style-type: none"> ▪ The specific recovery plan goal(s) addressed during the service ▪ The individual’s progress toward those goals (e.g., progress, no progress, or no change) ▪ A clear timeline for obtaining needed services ▪ A documented timeline for reevaluating service needs
Technical Assistance	Matt Roberts	<ul style="list-style-type: none"> ➤ CMHP – Minimum Monthly Fee, 3rd party funding and NTBHA services <ul style="list-style-type: none"> ○ Links related to presentation

		www.hhs.texas.gov/sites/default/files/documents/services/charges-for-community-services-brochure-eng.pdf
Announcement	Alvin Mott	➤ Please review the attachments to agenda
Questions From Providers	Open	
<p>Providers: NTBHA would like to highlight the good work you all are doing in the community. This is your opportunity to brag to the NTBHA board about the good work you are doing in the community. Please send your submission to Provider.Relations@NTBHA.org by COB on the Monday following each provider meeting.</p>		
<p style="text-align: center;">**The Next Meeting: May 29, 2026, at 10am</p> <p>***Meeting notes are included in NTBHA Board Meeting Documents. You can access NTBHA Board Meeting Documents at: https://ntbha.org/about-us/</p>		



One Week Until Mental Health Awareness Month. Are You Ready?

Your [Mental Health Awareness Month Toolkit](#) is live. We are one week away, let's make it count.

Mental Health Awareness Month 2026 begins in seven days. If you haven't downloaded the MHAM toolkit, there is still time to get everything you need before May 1.

Here's what's coming, week by week:

- [Week 1 \(May 1 – 8\): Understanding Mental Illness, Including Serious Mental Illness; Awareness Leads to Compassion.](#)
- [Week 2 \(May 11 – 15\): Early Support Matters: Recognizing Signs in Children and Youth.](#)
- [Week 3 \(May 18 – 22\): Words Matter and Words Can Heal.](#)
- [Week 4 \(May 25 – 29\): Supporting Loved Ones: Connection is a Powerful Form of Care.](#)



Start sharing now. You do not have to wait until May 1:

- Update your [email signature](#) with the MHAM 2026 badge
- Set your [virtual background](#) before your next meeting
- [Post the MHAM graphics](#) this week with a simple: "May is Mental Health Awareness Month. Here is what we are doing."

Mental health touches every part of life. When we show up for awareness, we show up for people.
#SeeThePerson #MHAM2026 #MentalHealthAwarenessMonth

Your MHAM Toolkit is Ready

Link to SAMHSA Mental Health Awareness Month Page:

https://www.samhsa.gov/about/digital-toolkits/mental-health-awareness-month?utm_source=SAMHSA&utm_campaign=e2b1839cfc-EMAIL_CAMPAIGN_2026_03_16_03_50_COPY_01&utm_medium=email&utm_term=0_429f75b745-168246629

Registration Link: <https://www.eventbrite.com/e/ntbha-presents-how-to-know-a-person-with-dr-jerry-taylor-tickets-1986700213820?utm-campaign=social&utm-content=attendeeshare&utm-medium=discovery&utm-term=listing&utm-source=cp&aff=ebdsshcopyurl>

How to Know a Person

TRAUMA-INFORMED AND PERSON-CENTERED
CARE IN BEHAVIORAL HEALTH

with Dr. Jerry Taylor

What if the key to better outcomes centers around genuine knowing and empathic acceptance of the individuals we serve? Join us for a reflective training session to discover how deeper human connection improves behavioral health outcomes. Inspired by "How to Know a Person" by David Brooks, this seminar explores practical skills for truly seeing and hearing others.

DATE: FRIDAY, MAY 8TH

TIME: 9:00 A.M. TO 12:30 P.M. — 2.5 HOURS OF CEUS

LOCATION: APAA AT 2800 MARTIN LUTHER KING JR. BLVD.

REGISTRATION: [CLICK HERE](#)

CONTACT: ACUNNINGHAM@NTBHA.ORG

Learn recommended ways to:

- **Build trust through empathy, presence, and deep listening**
- **Ask meaningful questions that support client voice and autonomy**
- **Apply the Six Principles of Trauma-Informed Care**
- **Strengthen Person-Centered Care through collaboration and respect**

This training is ideal for behavioral health professionals seeking to create safe, compassionate, and effective care environments where individuals feel valued and understood.



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 5th 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
Robert Johnson, Director of Outpatient, Utilization and Evaluation
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

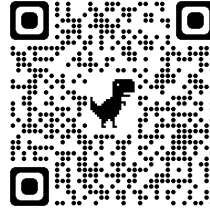
If you have any questions, feel free to contact:
Robert Johnson, Director of Outpatient, Utilization and Evaluation
Rjohnson@ntbha.org



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



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 or call 469-290-2101

CMBHS Monthly Provider Call

The next Monthly Provider Call is scheduled for Tuesday, May 12th, 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.

Important Details:

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

⚠ **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. 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

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.

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.

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

**** 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
 - 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 5th business day of the following month reporting.
 - Submit form to QM@ntbha.org
- **RSS Providers:**
 - RSS Performance Measure Report
 - Due by the 10th day of the following month reporting.
 - Submit to amott@ntbha.org
 - RSS Invoice Report
 - Due by the 5th day of the following month reporting.
 - Document should be sent monthly to the following: (Accounts Payable) ap@ntbha.org;
(Provider Relations) 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 for any questions

- NTBHA OSAR Quarterly Call
 - 3rd Friday of the following Months at 1pm: November; February; May; August
 - Contact Person: Janet Cowan, NTBHA OSAR Director; jcowan@ntbha.org or osar@ntbha.org

- NTBHA Physician Leadership Advisory Group (PLAG)
 - 1st Wednesday of every Month at 8:30 am
 - Contact: Matt Roberts, Chief Operations Officer at mroberts@ntbha.org

CMBHS

- CMBHS: cmbhstrainingteam@hhs.texas.gov
 - Monthly call alternating topic of SUD and MH; 2nd Tuesday at 10 am

Training Opportunities

Training Site	Link	Notes
HHSC – Texas Health Steps	Texas Health Steps (txhealthsteps.com)	Various topics and levels of MI trainings. Links to other state approved sites with free trainings. Medicaid Eligibility training.
Cardea Training Center	Cardea Training Center (matrixlms.com)	Various topics to include a specific focus on MI methods with adolescents
Addiction Technology Transfer Center (ATTC)	Training and Events Calendar Addiction Technology Transfer Center (ATTC) Network (attcnetwork.org)	Various topics specific to addiction and recovery
Centralized Training	Centralized Training: Log in to the site	Various topics: ANSA/CANS; Abuse, Neglect, etc.
HHSC	Texas DSHS HIV/STD Program - Training - Motivational Interviewing	Specific to MI, HIV, STD's
International Society of Substance Use Professionals	Motivational Interviewing Course Recordings International Society of Substance Use Professionals (issup.net)	Specific to addition and recovery
HHSC – Behavioral Health Awareness	Behavioral Health Awareness (uthscsa.edu)	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	Home (naadac.org)	Various Topics for Substance abuse and recovery
HHS	Texas DSHS HIV/STD Program	
UT Health San Antonio Project ECHO	https://wp.uthscsa.edu/echo/echo-programs/ https://c-stat.uthscsa.edu/echo/	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	https://yeswaivertraining.uthscsa.edu/	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
May 6, 2026

Attendees: Drs. John Bennett, Asif Rashid, Rakesh Chadalavada, Kristen Grable, Patrick Young and Jaspreet Singh. NTBHA Staff: David Kemp, Jessica Martinez, Matt Robets, Amy Cunningham, Shiranda Williams, Robert Johnson, Jackie Baclawski. IPM Staff: Melissa Hawkins

Agenda

1. Call to Order

Dr. Young called the meeting to order at 8:15.

2. Routine Updates

a. State Hospital Update

Dr. Chadalavada reported that the hospital is looking forward to the opening of the new facility in the fall of 2027 and reported the diversion project with NTBHA was going well. Jessica Martinez also reported that the number of diversions has increased each month since January. Ms. Martinez also cited two cases where youth received assistance that were made possible by this project.

b. Pharmacy Highlights (IPM representative)

Melissa Hawkins reported that the medication and individual counts were markedly higher in March.

3. New Business

- None

4. Old Business

Dr. Benett asked for volunteers to serve as co-chair of the PLAG. Dr. Grable kindly volunteered based on a commitment of support from the NTBHA team.

Dr. Bennett also followed up on the change in alert values for Lithium. Mr. Roberts confirmed that NTBHA asked CPL to change to the lower alert value for all NTBHA accounts.

5. Adjournment

The meeting adjourned at 8:38

Next Meeting: June 3, 2026



89th Texas Legislature-Interim
Senate Committee on Health and Human Services
Hearing on Interim Charges
Protecting Taxpayer Funds—Preventing Fraud and Abuse:
April 8, 2026

Senate Health and Human Services Committee

Committee Chair: Senator Lois Kolkhorst. Vice Chair: Senator Charles Perry

Members: Senators César Blanco, Molly Cook, Bob Hall, Bryan Hughes, Borris Miles, Kevin Sparks

Interim Charge: 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.

Opening Remarks

Chair Kolkhorst

This interim charge addresses the nationwide epidemic of healthcare fraud.

- Investigations to-date in Minnesota have found over \$9 billion in fraud, about half of all the taxpayer funds spent in that state for services.
- Fraudulent claims included shell companies with no ties to the state, claims billed for services not provided, billing for false diagnoses of autism.
- Organized theft.
- Marketing to patients for un-needed services.
- New federal laws require a lower error rate with significant fines (\$400 million).
- Approximately one in four Texans receive some Medicaid benefit.

Senator Cook

Constrained resources are evident in the emergency room where Senator Cook works as a nurse.

- Texas has low overall error rates.
- Corporate health insurance, big pharma cartels, lack of mental health services and workforce shortages all raise health care prices.
- 38,000 on interest lists.

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

Invited Testimony

[Kaitlyn Finley-FGA Action](#)—Reviewed Medicaid and Food Stamps programs.

Medicaid

- Biggest holes that allow fraud: Self-attestation of factors that determine eligibility, no verification of the number of people in the household and other key eligibility factors.
- Temporary Medicaid-Reasonable Opportunity Period (ROP) gives 90 days to get documents together to prove eligibility.
 - One case ROP was extended 1800 days.
 - Some applicants' ROP periods were extended even though all required documents were submitted and proved the applicant was ineligible.
 - ROP Costs:
 - \$650,000 in 2019 (over the COVID-19 Public Health Emergency).
 - \$ 13,000,000 in 2023 (a 1900% increase).
 - Texas spent over \$1 billion in 2025 for emergency Medicaid for undocumented immigrants.
 - There will be a \$309 million penalty for every percentage point of an error rate above 3%.
 - With an error rate of 3.3%, \$93 million in penalties could be on the line.
 - The 2021 audit is more reliable than the 2024 audit.
- Supplemental Nutrition Assistance Program (SNAP) Benefits
 - SNAP error rate is 8%, which could lead to \$720 million in penalties.
- Recommendations:
 - Ban broad-based categories.
 - Count all income.
 - Codify One Big Beautiful Bill definitions in state law.
 - Refer unlawful applicants to federal authorities.
 - Cap runaway extended ROP periods to collect information.

[Niklas Klein-Paragon Health Institute](#)

Waste, Fraud, and Abuse

- Thrives where welfare is expansive and oversight is weak.
- When delivery is difficult to verify and not tied to actual need.
- Fraud migrates to program areas that pay the most for least value.
- Open-ended federal reimbursement encourages perverse incentives that weaken oversight.
- Fraud in Minnesota centered around fake providers, no services rendered, bidding to lure parents into programs, non-emergency medical transportation, paid family care, home and community-based services, and adult day care.
- Texas Office of Inspector General is an asset in preventing waste, fraud and abuse.
- States that have not expanded Medicaid have preserved resources for the truly needy.
- In Texas, MCO sanctions are inconsistent. One in four violations are not remediated.
- Texas doesn't fully leverage ability to verify eligibility information with Social Security or Homeland Security data.

Klein-continued

- Fraudulent providers move from states that are vigilant to states with lax controls.
- Services like Home and Community-Based Services are at high risk for over-use without good clinical oversight.
- Interstate compacts to share data on fraudulent providers and increases in transparency reduce fraud, waste and abuse in Medicaid and other health and human services.

Texas Health and Human Services Commission

Link to Presentation:

<https://www.hhs.texas.gov/sites/default/files/documents/senate-hhs-presentation-2026.pdf>

Stephanie Muth—Executive Commissioner—Texas Health and Human Services Commission (HHSC)

David Kostroun-Chief Regulatory Services Officer

Molly Regan-Chief of Family Resources and Eligibility Services

Emily Zalkovsky-Chief Medicaid and CHIP Services Officer

Overview

7.5 million Texans are served by HHSC.

- Administers approximately 200 programs.
- 6 million applications processed annually.
- Over 188,000 providers.

Prevention of Fraud, Waste and Abuse-HHSC Responsibilities.

- Prevention through policy, program design and data verification.
- Detection and monitoring through dedicated anti-fraud units, oversight of contracts, data trends and anomalies.
- Partnerships with federal agencies, state agencies and contractors.

Regulatory Services Division oversees 188,000 regulated providers including over 38 provider types.

- Fraud Prevention-Licensure, license renewal, background checks and training.
- Fraud Detection-Inspections, investigations and incident reports.
- Fraud Monitoring-Enforcement actions and external referrals.
 - Oversight to Prevent Child Care Fraud
 - HHSC oversees and monitors child care operations.
 - HHSC shares data with Texas Workforce Commission (TWC) on TWC Child Care Services program.
 - Oversight of Hospice Providers
 - Accredited agencies are surveyed by their accrediting organizations.
 - Hospice providers complained that hospices with under 11 residents fly under regulatory radar, provide substandard care.

HHSC Presentation--continued

- Access and Eligibility Services—CHIP, Medicaid, SNAP and TANF
 - 7.5 million Texans receiving services.
 - 6 million applications processed annually.
- Medicaid Fraud, Waste, and Abuse Responsibilities-Duties shared by:
 - HHSC Inspector General and Medicaid & CHIP Services.
 - Managed Care Organizations.
 - Office of Attorney General.
- Fraud Prevention
 - Benefits limited by diagnosis and quantity.
 - Prior authorization and utilization review.
 - Monitoring internal and external complaints
 - Referrals to Office of Inspector General
 - System safeguards-electronic visit verification, exclude/suspend problem providers
 - Technology upgrades
 - Background checks
 - Required business formation documents, tax records, LLC documents.
 - Authorization to work in the United States.
 - Required Special Investigation Units (SIUs)—some MCOs are out of compliance with this regulation.
 - Penalties for noncompliance.
- Directives to HHSC from Governor Abbott
 - Improve capacity of Medicaid MCO Special Investigation Units.
 - Applied Behavior Analysis
 - Community First Choice
 - Non-emergency Medical Transportation
 - Peer Support Services
 - Targeted reviews of MCO policies for the most susceptible Medicaid services.
 - Durable Medical Equipment (DME)
 - Mental Health Rehabilitation Services
 - Autism Services
- HHSC Initiatives
 - Utilization review of Community First Choice services.
 - Strengthen oversight of consumer-directed services.
 - Policy review of non-emergency medical transportation.
- Federal Law Changes
 - State share of Supplemental Nutrition Assistance Program increases from 50% to 75% of administrative costs.
 - States will be required to pay a percentage of SNAP benefit costs if error rate exceeds federal standards.

HHSC Presentation--continued

- HHSC's SNAP error rate is currently 8.96%, this would result in a 10% cost share which would potentially require an additional \$708,8114,980 in General Revenue annually in the next biennium if the error rate is not reduced.
- HHSC proposes to address this through
 - System enhancements and automation
 - Improved client communication
 - Training and workforce support
 - Policy clarity and alignment.

Public Testimony

Much of the public testimony was presented by parents of severely disabled adult children with concerns regarding Home and Community Based Services.



Texas Sunset Commission Members

Members from the Texas Senate appointed by Lieutenant Governor Dan Patrick

Senator Lois Kolkhorst-Chair

Senator César Blanco

Senator Donna Campbell, M.D.

Senator Bryan Hughes

Senator Kevin Sparks

Member of the Public-vacant

Members from the Texas House of Representatives appointed by Speaker Dustin Burrows

Representative Lacey Hull—Vice Chair

Representative Charles Cunningham

Representative Donna Howard

Representative Angelia Orr

Representative Matt Shaheen

Member of the Public: Mont McClendon

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



NTBHA Planning and Network Advisory Committee (PNAC)

Minutes for the April 7, 2026 Meeting

PNAC Members Attending: Amy Gill, Ollie Kerr, and Richard Michael

NTBHA Staff: Dr. Walter Taylor, Janie Metzinger, Priscilla Valdez, Amy Cunningham, Shiranda Williams, David Kemp, Jacquelin Baclawski, and Maricela Rubio

Guests: Rose Edwards

Call to Order and Introductions at 10:30 am by Dr. Walter Taylor. There **was no** quorum.

No one signed up for public comment.

Quality & Evaluation (Continuous Quality Improvement)

Presented by Priscilla Valdez (on behalf of Anthony Garcia team)

A. Provider Network & Quality Improvement

- Ongoing **hands-on provider support** (site visits, operational tours).
- Strengthening provider relationships and engagement.
- Focusing on **continuous quality improvement across network**.

B. Community Engagement

- Increasing NTBHA presence at:
 - Regional symposiums
 - Behavioral health events
- Expanding partnerships and coordination opportunities.

C. Compliance & Oversight

- Strong coordination with HHSC.
- Full compliance confirmed in target audit follow-up.
- Additional audit enhancements are underway with HHSC mental health quality management.



D. Strategic Initiative – World Cup Planning

- Behavioral health planning is underway for mid-June World Cup events.
- Leadership assigned:
 - Anthony Garcia
 - Nancy Bloom

Cross-department coordination to ensure regional preparedness.

Trauma-Informed Care Update

Presented by Jacqueline Baclawski, Hospital Programs Clinical Liaison:

- April programming included trauma-informed care presentations (via UT Health Science partners).
- Recognition of **Sexual Assault Awareness Month (April)**.
- Distribution of:
 - Sexual violence resource materials
 - Trauma-informed care resources

Access & Outreach

- Trainings were:
 - Primarily clinician-oriented
 - Open to broader audiences interested in the topic
- Action:
 - Janie Metzinger, Director of External Affairs, to promote via website and social media.

Maternal Mental Health Update

(Standing agenda item – limited updates this meeting)

Key Developments

- Legislative interest in **maternal mortality trends in Texas**.
- Recent presentation delivered at ACOP meeting:



- Focus on clinical resource awareness
- Access to specialist consultation (psychiatrists)

Strategic Takeaway

- Continued emphasis on:
 - Provider education
 - Expanding access to maternal mental health expertise

Topic remains priority but intermittent update item.

Legislative Update

Presented by Janie Metzinger:

- Texas Legislature is in interim session (“homework phase”).
- Focus areas driven by:
 - Emerging issues
 - System maintenance and reform

Sunset Commission review of HHSC expected to produce major structural recommendations

Major Policy Themes (House)

- Rural health expansion
- Criminal justice gaps and victim recovery
- Waste, fraud, and abuse oversight
- Medicaid social determinants (e.g., nutrition support)
- State hospital reconstruction and expansion:
 - Terrell redevelopment
 - New Dallas state hospital

North Texas State Hospital upgrades

Major Policy Themes (Cross-System)



- Homelessness + mental health system integration
- High-acuity bed availability
- Data sharing to reduce recidivism
- Court-ordered mental health services

Research on **ibogaine for substance use disorders**

Senate Priorities

- Telehealth policy
- Juvenile violence and diversion programs
- Not guilty by reason of insanity framework
- THC-related psychiatric effects
- Crisis services + homelessness coordination

Veterans mental health system transition oversight

Consolidated Local Services Plan (CLSP)

Presented by Walter Taylor

A. Strategic Importance

- **Primary regional planning framework**
- Required by HHSC (due Dec 31, 2026)
- Core function: needs assessment + service planning

B. Process Structure (Phases)

Phase 1: Planning & Governance

- Cross-department leadership team established
- Timeline and stakeholder mapping underway

Phase 2: Stakeholder Engagement (Through August)

- County-level engagement (Dallas, Ellis, Hunt, Kaufman, Navarro, Rockwall)
- Methods:
 - Surveys



- Focus groups
- Public forums
- PNAC input

Phase 3: Data & Gap Analysis (July–Sept)

- Focus areas:
 - Crisis response
 - Justice system interface
 - Workforce gaps
 - Rural access
- Comparative analysis with prior CLSP data

Phase 4: Drafting (Sept–Oct)

- Sections:
 1. Local service needs
 2. Psychiatric emergency plan
 3. System development priorities

Phase 5: Public Comment & Board Review (Nov–Dec)

- Public feedback via website
- Board pre-approval subject to revisions

Final Submission

- Due: **December 31, 2026**
- PNAC identified as **“vital” stakeholder body** for CLSP input.
- Emphasis on:
 - Early start (avoid past rushed cycles)
 - Iterative engagement

Cross-county representation



PNAC Recommendations

There were no formal recommendations.

General Announcements & Events

Recent Events

- Rockwall Team Summit (featured Greg Ellis)
- Irving Mental Health Summit
- Community-based partnerships emphasized

Organizational Communications

- New NTBHA website launched:
 - Focus: crisis-first accessibility
 - Includes:
 - Service navigation tools
 - Educational glossary
 - Event calendar
- Goal: improve user access and reduce confusion

Engagement Strategy

- Increased use of:
 - Social media
 - Website event promotion
- Request to PNAC members:

Follow/share NTBHA content to expand reach

Adjournment

Dr. Walter Taylor thanked the committee and adjourned the PNAC meeting at 12 pm.

Next PNAC meeting: June 2, 2026



Fiscal Year
2026

Service Month
All

Provider
All

Measure
All

6 Month View
True

Performance Measures FY26 - All

Measure	Description	202510	202511	2026 FY First Half			2026 FY Second Half	YTD
				202512	202601	202602	202603	2026
Adult Improvement	At least 20% of all adults authorized in a FLOC shall show improvement in at least one domain							41.5%
Adult Service Target	Count	27952	27779	27531	27377	27632	28029	
Child Improvement	At least 25.0% of all children authorized in a FLOC shall show improvement in at least one domain							50.7%
Child Service Target	Count	8177	8201	7940	7675	7844	8141	
Community Tenure	At least 96.8% of adults and children authorized in a FLOC shall avoid hospitalization in an HHSC Inpatient Bed	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	
Crisis 7 Day Follow-up	At least 22% of crisis episodes for adults and children in LOC-A 0 with a follow-up service contact 1-7 days after the date of the last crisis service in the crisis episode	42.1%	42.3%	45.0%	28.9%	23.3%	20%	
Effective Crisis Response	At least 75.1% of crisis episodes during the measurement period shall not be followed by admission to an HHSC Inpatient Bed within 30 days	97.4%	89.4%	95.2%	94.3%	95.6%	82.4%	
Hospital 7 Day Follow-up	At least 62.3% of individuals discharged from a state hospital, an HHSC Contracted Bed, a CMHH, or a PPB shall receive follow-up within 7 days of discharge	59.4%	54.1%	35.7%	57.1%	51.0%	47.2%	

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 497-2026 Approve Crisis Center (Respite, etc.) Construction Contract with Austin Street Center

DATE: May 13, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of May 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors approve the signature of the CEO on the Crisis Center (Respite, etc.) Construction Contract with Austin Street Center.

DONE IN OPEN MEETING, this the 13th day of May 2026.

Recommended by:

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

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



BOARD OF DIRECTORS MEETING
Summary

DATE: May 13, 2026

AGENDA ITEM 11: Resolution 497-2026 – Approve Crisis Center (Respite, etc.) Construction Contract with Austin Street Center

RECOMMENDATION/MOTION:

Request for Board to approve the signature of the CEO on the Contract with Austin Street Center (ASC) for the Construction of a Crisis Center, Effective upon signature by NTBHA CEO, Carol Lucky.

BACKGROUND:

This Construction Contract with ASC will formalize and give both parties the “go-ahead” to proceed with the construction of a Crisis Center, as mentioned in HHSC Contract No. HHS001416000001, and assigns \$4,382,800 to the Construction Budget. Total matching funds of \$2,191,400 will be required from ASC.

A grant awarded under the program may only be used to construct jail diversion facilities, step-down facilities, permanent supportive housing, crisis stabilization units, and crisis respite units, not including office space. Grantee shall provide architectural, engineering, construction, and related services (“services”) required for Grantee to construct the facility. Services required may include, but are not limited to, architectural, environmental, civil, structural, plumbing, mechanical, and electrical engineering and will include managing the design and construction that includes preliminary design, preparation of construction documents, construction oversight and project administration and the closeout of the project, as well as the actual construction of the facility.

FINANCIAL INFORMATION:

This Contract reflects the assignment of **\$4,382,800** to the Construction Budget. NTBHA will disburse funds according to achievement of milestones related to the percentage of work completed. Matching Funds of **\$2,191,400** will be provided by ASC. See the table below for additional details.

Milestones	NTBHA Share	ASC Match	Total
Start-Up Costs	\$219,140	\$219,140	\$438,280
50% Completion	\$1,095,700	\$1,095,700	\$2,191,400
100% Completion	\$876,560	\$876,560	\$1,753,120
Total Contract Value			\$4,382,800

IMPLEMENTATION SCHEDULE: Upon approval by the NTBHA board.

ATTACHMENTS: 11. *ASC_Construction Grant Agreement for Mental Health Facilities (FY26)*



ALIGNS WITH VISIONS #1, 2, 3 & 4

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

CONSTRUCTION GRANT AGREEMENT
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY
AND
AUSTIN STREET CENTER

This Construction Grant Agreement (“Agreement”) is between NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (“NTBHA”) and AUSTIN STREET CENTER (“ASC” or “Provider”), for the purpose of establishing a community collaborative to support the construction of Jail Diversion; Step-Down; Permanent Supportive Housing; Crisis Stabilization Unit; or Crisis Respite Unit, in accordance with HHSC Contract No. HHS001416000001 Construction Grant Program for Mental Health Facilities.

Included as Attachments, and considered part of this Agreement, are the following contractual documents:

- A: HHSC Statement of Work
- B: Grant Budget HHS001416000001
- C: HHSC Contract Affirmations
- D: HHSC Uniform Terms and Conditions
- E: HHSC Additional Provisions
- F: TX Uniform General Conditions for Construction Contracts
- G: HHSC RFA No. HHS0014160, including all Addenda
- H: NTBHA Construction Grant Proposal & Plan
- H-1 : Project Addendum
- I : NTBHA/ASC Project Attestation and Authorization Form.

In consideration of this Agreement, both parties agree to the following:

1. ASC will provide Build per Construction Documents, once contractor proposal(s) have been approved by both Parties, and a Draw Schedule established, based on invoice requests of payment for percentage of work completed.
2. Total Project Funding: \$4,382,800
 - a. This amount includes the required ASC Match of: \$2,191,400
3. An invoice for each Draw must be submitted to NTBHA Accounts Payable at AP@ntbha.org, and once approved, payments shall be processed within fourteen (14) calendar days.
4. Compliance with Laws, Regulations and Standards. The parties shall comply with the standards and requirements of all applicable federal, state, local and other laws, rules and regulations governing the services, applicable professional standards and all applicable NTBHA policies and procedures, including NTBHA’s compliance program.
5. Amendments and Counterparts. This Agreement and any amendments, any changes hereto shall be in writing and executed in multiple copies on behalf of NTBHA and ASC. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute

one and the same instrument.

6. INDEMNIFICATION.

GENERAL INDEMNITY: PROVIDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND NTBHA, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE PROVIDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR NTBHA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE, NTBHA, OR ITS EMPLOYEES. FOR THE AVOIDANCE OF DOUBT, NTBHA SHALL NOT INDEMNIFY PROVIDER OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

INTELLECTUAL PROPERTY: PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS NTBHA FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS GRANT AGREEMENT;
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
- iii. NTBHA AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO NTBHA BY PROVIDER OR OTHERWISE TO WHICH NTBHA HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE GRANT AGREEMENT.

7. Sovereign Immunity. Nothing in the Grant Agreement will be construed as a waiver of NTBHA's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to NTBHA. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to NTBHA under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. NTBHA does not waive any privileges, rights, defenses, or immunities available to NTBHA by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

8. Property of NTBHA. ASC agrees that all plans, manuals, and specific materials developed by the ASC on behalf or in connection with services rendered under this Agreement, are and shall remain property of NTBHA. Promptly upon the expiration or termination of this Agreement, or upon request, ASC shall return all documents and tangible items, including

samples, provided to ASC or created by ASC for use in connection with services to be rendered hereunder, including without limitation all Confidential Information, together with all copies and abstracts thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective authorized representatives as evidenced by their signatures and is dated by the last signatory below.

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

AUSTIN STREET CENTER

Signature

Carol E. Lucky, C.E.O.
Printed Name and Title

Date Signed

Daniel Roby

Signature

Daniel Roby, C.E.O.
Printed Name and Title

4/30/2026
Date Signed

ATTACHMENT A STATEMENT OF WORK

I. INTRODUCTION

North Texas Behavioral Health Authority (“Grantee”) is awarded a grant under the Construction Grant Program for Mental Health Facilities to establish a one-time community health program for County-Based Community Collaboratives supporting the construction of a Jail Diversion Facility, Step-Down Facility, and Crisis Respite Unit (“the facility”) located in Dallas County, as provided in Grantee’s proposal response to **Attachment H (Grantee Complete Response to RFA HHS0014160)**. This Grant Agreement is made pursuant to Senate Bill 30, 88th Texas Legislature, Regular Session, 2023 (Article 3, Section 3.02(a)(15)).

Section 3.02(a)(15) provides one hundred million dollars (\$100,000,000.00) from the general revenue fund for Strategy D.2.6., Community Mental Health Grant Programs. Grantee intends to use \$4,382,802.00 (\$2,191,401.00 State funds and \$631,401.00 in cash and \$1,560,000.00 in-kind match) to renovate 10,000 sq ft of the existing 30,000 sq ft building for use as a flexible use crisis facility.

II. PROJECT OVERVIEW

A grant awarded under the program may only be used to construct jail diversion facilities, step-down facilities, permanent supportive housing, crisis stabilization units, and crisis respite units, not including office space. Grantee shall provide architectural, engineering, construction, and related services (“services”) required for Grantee to construct the facility. Services required may include, but are not limited to, architectural, environmental, civil, structural, plumbing, mechanical, and electrical engineering and will include managing the design and construction that includes preliminary design, preparation of construction documents, construction oversight and project administration and the closeout of the project, as well as the actual construction of the facility.

III. ACKNOWLEDGMENT BY THE PARTIES

The Parties acknowledge the following:

- A. HHSC has no control over the means, methods, or sequencing of the project design or construction.
- B. HHSC is not a party to and has no control over the details of, nor has any administrative or supervisory role with regard to any contract between Grantee and Architect/Engineer Team (A/E Team) relating to the project design or construction with the sole and exclusive exceptions of (i) HHSC shall be named as an additional insured and named as an indemnitee as required herein, and (ii) HHSC shall approve all plans and specifications generated during each phase of the design for the construction of the facility according to the terms specified below in “Grantee’s Responsibilities.”
- C. HHSC is not a party to, and has no control over the details of, nor has any administrative or supervisory role with regard to any contract between Grantee and any contractor or construction manager relating to the project design or construction; provided, however, HHSC shall be named as an additional insured and named as an indemnitee as required herein.

ATTACHMENT A STATEMENT OF WORK

IV. GRANTEE RESPONSIBILITIES

- A. Grantee shall complete the facility's construction during the term of this Grant Agreement.
- B. The facility will serve individuals needing behavioral health services who have limited to no resources. Grantee will support individuals in the community and bridge service gaps by providing services in medically underserved areas or to medically underserved populations.
- C. The facility will serve populations from the following Texas County(ies): Dallas.
- D. Grantee will collaborate with community partners to address unmet needs to achieve efficiency, continuity, and effectiveness that one organization cannot achieve. Grantee must aim to maximize existing resources and avoid duplication of effort.
- E. If funds allocated and paid under this Grant Agreement, including Grantee's required match, are insufficient to complete construction of the facility, Grantee is responsible for all other funding necessary to complete facility construction or must provide an alternative construction plan to HHSC for prior written approval. No additional HHSC funds will be made available under this Grant Agreement.
- F. Any contract for construction shall expressly incorporate **Texas Uniform General Conditions for Construction Contracts with HHSC Supplementary General Conditions, Version 2.2 ("UGCs") (Attachment F)**. HHSC shall be named as an additional insured on any insurance policy required by (i) the UGCs or (ii) required by Grantee of any design professional or construction contractor relating to the construction. HHSC shall be named as an indemnitee for any indemnity required by (i) the UGCs or (ii) required by Grantee of any design professional or construction contractor relating to the construction.
- G. Grantee is responsible for all work performed under this Grant Agreement, including work performed by Grantee's contractors and their employees and any subcontractors and their employees.
- H. Grantee must obtain HHSC's written approval for all plans and specifications generated during each phase of the design for the construction ("plans and specifications"). HHSC will give due consideration to the purpose of, and Grantee's expected use of, the construction when determining approval of plans and specifications. HHSC's review of the plans and specifications shall be limited to a review for material and substantial errors and omissions. HHSC's approval, therefore, shall be based on the absence of material and substantial errors and omissions in HHSC's professional opinion; provided, however, the Parties agree that HHSC's approval of the plans and specifications is not a warranty or representation that the plans and specifications are free from material and substantial errors.

ATTACHMENT A STATEMENT OF WORK

Grantee, and its contractors, must make their own independent judgment and determination as to whether the plans and specifications are free from any error or omission.

- I. Grantee acknowledges that HHSC will have the right to visit the project and view work in progress at any time. No actions taken or statements made by HHSC during site visits shall relieve Grantee of obligations described in this Grant Agreement. Contractors and Subcontractors shall acknowledge and adhere to this Grant Agreement at all times.
- J. Grantee shall utilize its best efforts when constructing real property and perform industry-standard levels of due diligence in areas to avoid owning a property that may not be suitable for the required levels of care.
- K. Grantee shall develop a project schedule which:
 - 1. Is suitable for monitoring the progress of the work;
 - 2. Includes reasonable detail to demonstrate appropriate planning for the work; and
 - 3. Presents a practical plan to complete the work within the Grant Agreement's term.
- L. Grantee shall comply with all local, state, and federal construction requirements.
- M. When constructing real property, Grantee shall ensure that project costs:
 - 1. Are reasonable;
 - 2. Comply specifically with provisions in Texas Comptroller of Public Accounts' Texas Grant Management Standards (TxGMS) as it relates to real property, equipment and other capital expenditures; and
 - 3. Comply with other applicable provisions within relevant Cost Principles of the TxGMS.
- N. Grantee may only use funds allocated and paid under this Grant Agreement, including Grantee's required match, to cover eligible costs. No grant funds may be used to cover costs incurred prior to the Effective Date of this Grant Agreement.
- O. Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with this Grant Agreement and maintain appropriate backup documentation to support the reports.
- P. Grantee will retain records in accordance with **Section 8.1 of Attachment D (HHS Uniform Terms and Conditions)** of the Grant Agreement to support contract expenditures and will make those records available for review or audit as required or requested by HHSC.
- Q. Grantee shall hold in trust real property, equipment and intangible property that have been acquired or improved with HHSC awarded funds for the beneficiaries of the project or program under which the property was improved. Grantee shall act as a trustee of real property, equipment and intangible property that have been acquired or improved with

ATTACHMENT A STATEMENT OF WORK

HHSC awarded funds for the beneficiaries of the project or program under which the property was acquired or improved.

- R. Grantee shall record appropriate notices of record, to include Notice of State Interest, with the local County Clerk to indicate that personal or real property has been acquired or improved with HHSC awards, if requested by HHSC.
- S. Grantee shall ensure HHSC maintains an ongoing security interest in any real property or facilities constructed or improved with awarded funds unless otherwise agreed upon in writing or terminated by HHSC. If requested by HHSC, the security interest form to be filed and maintained with local County and with the Texas Secretary of State's Office will be provided to Grantee by HHSC. Grantee shall file the form with local County and with the Texas Secretary of State's Office until otherwise terminated in writing by HHSC.
- T. Grantee shall comply with the Americans with Disabilities Act (ADA) to accommodate those individuals who have physical limitations from a disability.
- U. Grantee must not use HHSC's name, logo, or other likeness in any press release, marketing material, or other announcement in a manner that expresses or implies HHSC's endorsement of Grantee or the project funded by the grant without HHSC's prior written approval. Additionally, Grantee is not authorized to make or participate in any media releases, public announcements, or publicly disseminate any information for the purpose of public, media, stakeholder, or community relations pertaining to the grant, the project, or this Grant Agreement without HHSC's prior written consent, provided such communications occur in accordance with a Communication Plan developed by Grantee and approved by HHSC (which consent shall not be unreasonably withheld), and then only in accordance with explicit written instruction from HHSC. "Publicly disseminate" as used in this Subsection shall mean the distribution of information as it relates to the grant, the project, or this Grant Agreement to any person, group of persons, or entities (i) who are not an employee or employees of either HHSC or Grantee, or (ii) who are not in contractual privity with either HHSC or Grantee for goods, services, or work related to the grant or the project (*e.g.*, distribution of information to donors and supporters would be considered a "public dissemination" for which consent must be obtained).
- V. Grantee must provide notification to the HHSC-designated Contract Representative within 48 hours of all communications with, or inquiries from, the Texas Legislature or offices of other elected officials concerning the grant, the project, or this Grant Agreement.
- W. Grantee must coordinate HHSC participation at any ribbon cutting, topping, grand opening or other public events.

V. REPORTING REQUIREMENTS

- A. HHSC will monitor performance requirements in this Statement of Work and compliance with the Grant Agreement's terms and conditions.

**ATTACHMENT A
STATEMENT OF WORK**

B. Grantee shall submit the following reports via electronic mail to MHContracts@hhsc.state.tx.us, with a copy to the HHSC-designated Contract Representative using the subject line format as follows: “[Grant Agreement Number] [Report Name] [Year] [Reporting Month/Quarter] - [Grantee Name]” (e.g., HHS001416000001 Financial Status Report 2025Q1 – Construction Company, Inc.).

C. Financial Status Report (FSR)

1. Grantee shall submit a Financial Status Report using the HHSC-approved template according to the schedule outlined in Table 1 below. All costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Grant Agreement.
2. Through submission of an FSR, Grantee certifies that (1) any applicable invoices have been reviewed to ensure all grant-funded purchases of goods or services have been completed, performed or delivered in accordance with this Grant Agreement; (2) all Grantee-performed services have been completed in compliance with the terms of this Grant Agreement; (3) that the amount of the FSR added to all previous approved FSRs does not exceed the maximum liability of funds allocated and paid, including Grantee’s required match, under this Grant Agreement; and (4) all expenses shown on the FSR are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of this Grant Agreement.

Table 1

Report	Reporting Periods	Due Date
Financial Status Report – Quarterly	Quarter 1: September 1 – November 30 Quarter 2: December 1 – February 28 Quarter 3: March 1 – May 31 Quarter 4: June 1 – August 31	The last day of each month following the quarter being reported. (December 31, March 31, June 30, September 30)

D. Performance Report

1. In accordance with HHSC regulations and policies, Grantee’s performance will be evaluated during the life of this Contract through the Performance and Outcome Measures.
2. HHSC will monitor performance requirements in this Statement of Work and compliance with the Grant Agreement’s terms and conditions.
3. Grantee must regularly collect and maintain data that measures the performance and effectiveness of activities under this Grant Agreement. Grantee must submit the necessary information and documentation regarding all requirements, including reports and other deliverables, and is expected to report quarterly on the tasks outlined in Table 2, according to the schedule outlined Table 3 below:

ATTACHMENT A STATEMENT OF WORK

Table 2

Task and Purpose	Performance Standards														
Goals:	<ol style="list-style-type: none"> 1. Grantee provides architectural, engineering, and related services required for the design and construction. 2. Grantee shall ensure project design complies with the requirements specified in Sections 3.02(a)(15) of SB30 (88th Texas Legislature, Regular Session, 2023) 														
Outputs:	<ol style="list-style-type: none"> 1. Grantee shall complete the project within the budget that was developed by the project team. 2. Grantee manages the design and construction team to complete the project within the estimated timeline. 3. Grantee manages project to meet the provided timeline: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Task Name</th> <th>Target Completion</th> </tr> </thead> <tbody> <tr> <td>Design Development</td> <td>February 1, 2026</td> </tr> <tr> <td>Construction Documents</td> <td>April 15, 2026</td> </tr> <tr> <td>Bidding</td> <td>June 30, 2026</td> </tr> <tr> <td>50% Completion</td> <td>March 31, 2027</td> </tr> <tr> <td>Substantial Completion</td> <td>June 1, 2028</td> </tr> <tr> <td>Completion/Certificate of Occupancy</td> <td>July 1, 2028</td> </tr> </tbody> </table> 	Task Name	Target Completion	Design Development	February 1, 2026	Construction Documents	April 15, 2026	Bidding	June 30, 2026	50% Completion	March 31, 2027	Substantial Completion	June 1, 2028	Completion/Certificate of Occupancy	July 1, 2028
Task Name	Target Completion														
Design Development	February 1, 2026														
Construction Documents	April 15, 2026														
Bidding	June 30, 2026														
50% Completion	March 31, 2027														
Substantial Completion	June 1, 2028														
Completion/Certificate of Occupancy	July 1, 2028														
Measurable Outcome:	<ol style="list-style-type: none"> 1. Grantee delivers the project within the budget and within the project timeline without compromising the quality and scope of the project. 2. Grantee delivers copies of any construction contracts, subcontracts and any amendments, attachments or addenda thereto, between Grantee and any design professional or Contractor or construction manager regarding the design or construction of the project. 3. Upon completion of the project, Grantee will provide a certificate of occupation or certificate of completion. 														
Communication:	<ol style="list-style-type: none"> 1. Grantee consistently communicates with HHSC to ensure project is moving in the right direction. 2. Grantee must promptly notify HHSC of any changes to the project, project specifications, or project timeline. 3. Upon completion of the project, Grantee will provide a certificate of occupancy or certificate of completion. 														

**ATTACHMENT A
STATEMENT OF WORK**

Contract Administration:	<ol style="list-style-type: none"> 1. Grantee submits invoices timely and accurately. 2. Grantee submits deliverables in a timely manner and meets all timelines per the contract.
---------------------------------	--

Table 3

Report	Reporting Periods	Due Date
Performance Report – Quarterly	Quarter 1: September 1 – November 30 Quarter 2: December 1 – February 28 Quarter 3: March 1 – May 31 Quarter 4: June 1 – August 31	The last day of each month following the quarter being reported. (December 31, March 31, June 30, September 30)

4. Grantee shall report on progress toward completion of the facility construction and other relevant information as determined by HHSC during the Grant Agreement’s term. Grantee must be able to demonstrate the scope of services provided and their impact, quality, and levels of performance against approved goals, and that Grantee’s activities and services effectively address and achieve the Grant Agreement’s stated purpose.
5. Grantee shall provide the following information to HHSC for the sole purpose of ensuring that the grant funds are being used for their intended purpose:
 - i. Copies of any construction contracts, subcontracts and any amendments, attachments or addenda thereto, between Grantee and any design professional or Contractor or construction manager regarding the design or construction of the project; and
 - ii. A certificate of substantial completion when the facility is ready for occupancy or use.

E. Single Audit Report

Grantee shall submit the following report if it meets the requirements provided in **Section 4.2 of Attachment D (HHS Uniform Terms and Conditions)** according to the schedule outlined Table 4 below.

Table 4

Report	Reporting Periods	Due Date
Audit Report – Annually	Grantee’s Fiscal Year-End	Nine (9) months after the Grantee’s fiscal year-end.

VI. MILESTONES AND GRANT PAYMENT SCHEDULE

- A. HHSC will reimburse or advance Grantee for services or resources determined and invoiced pursuant to the terms and conditions of this Grant Agreement and the Project Milestone Draw Schedule listed below.

**ATTACHMENT A
STATEMENT OF WORK**

- B. All payments will be advanced pursuant to the Project milestones listed below. Notwithstanding anything to the contrary in this Grant Agreement, Grantee shall promptly refund HHSC for any advanced reimbursement made to Grantee, less any documented Grantee allowable expenses or contract payment obligations incurred or irrevocably committed as of Grantee’s receipt of HHSC’s written notice of termination or the Grant Agreement’s termination date.

- C. All expenditures to be eligible under this Grant Agreement must be in accordance with the budget categories, amounts, and schedules set forth in Table 5 below, and within the terms and conditions of this Grant Agreement. Grantee shall submit a report documenting milestone completion before receiving the next corresponding advance payment. Funds will be released to Grantee on demonstrated completion of each of the following milestones and upon receipt by and approval by HHSC of an accurate and complete request for payment submitted by the Grantee:

- D. Per **Section 5.5 of Attachment H (Grantee Complete Response to RFA HHS0014160)**, HHSC will disperse a one-time initial advance payment of no more than ten percent (10%) of the Total State Funding awarded for eligible costs. HHSC will issue two additional payments for completion of construction milestones 2 and 3 noted in Table 5 below, and upon receipt by HHSC of an accurate and complete request for payment.

- E. To receive payment for completion of milestones 2 and 3 noted in Table 5 below, Grantee shall submit the State of Texas Purchase Voucher Form 4116 with supporting documentation reflecting completion of the milestone attached to the payment request to the Claims Processing Unit at HHSC_AP@hhsc.state.tx.us, with a copy to MHCContracts@hhsc.state.tx.us and the HHSC-designated Contract Representative.

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

- G. Supporting documentation must include:
 - 1. Name, address, and telephone number of Grantee;
 - 2. HHSC Contract Number and/or Purchase Order Number;
 - 3. Milestone(s) completed;
 - 4. Dates Milestone(s) were completed; and
 - 5. Total invoice amount.

Table 5

Milestone	Schedule of Release of Funds	Projected Completion Date
Within 30 calendar days of the effective date of the Grant Agreement.	Advance of \$219,140.00 for design and start-up costs for usual and customary architectural and engineering costs, including costs	Upon Receipt of Property Deed(s), Proving

**ATTACHMENT A
STATEMENT OF WORK**

	for surveys, soil sampling, and other necessary pre-design investigation activities.	Ownership
<p>Upon fully executed contracts between Grantee and Contractors for architectural and engineering services, and construction services; as well as all approvals by required aviation authorities to build on the land selected by the Grantee.</p> <p>Phases Included:</p> <p>All permitting from the Texas Commission on Environmental Quality, the Texas Department of Licensing and Regulation, and local jurisdictions, as applicable, to begin construction.</p> <p>Phase of Construction:</p> <p>1) Pre-Construction Phases</p> <ul style="list-style-type: none"> a) Schematic Design b) Design Development c) Construction Documents d) Contractor Bidding <p>2) 50% Construction Phase</p>	Advance of \$1,095,701.00 for construction-related costs for Phases of Pre-Construction and 50% Construction.	July 1, 2026
<p>Upon submission of Pre-Construction and 50% Construction phase completion and approval by HHSC.</p> <p>Phases Included:</p> <p>1) Substantial Completion Phase</p> <p>2) Final Completion Phase</p>	Advance of \$876,560.00 for remaining construction costs for Phases of Substantial Completion, Final Completion and issuance of Certificate of Occupancy	April 1, 2027

F. If HHSC requests corrections to or additional information, documentation, or justification, Grantee must resubmit the grant payment request with all corrections and additions clearly indicated, and the date of submission updated with the resubmission date. HHSC may withhold grant payment or deduct from grant payment amounts it considers in good faith to not be within the scope of the Grant Agreement, until such time that HHSC, in its sole discretion, determines that the Grantee has provided additional information, documentation, or justification that supports or justifies the requested grant payment.

ATTACHMENT A STATEMENT OF WORK

- G. HHSC reserves the right to verify the details outlined in Grantee's expenditure reporting by requesting additional information, documentation, or justification, including, but not limited to, inspecting any and all financial documentation at a mutually convenient time, or documentation that establishes that an activity has taken place or an expense has been incurred. Any revisions or grant fund repayment deemed necessary by HHSC will require the Grantee to provide appropriate documentation of the corrective action.
- H. All grant payment requests must be submitted by Grantee no later than 45 days after completion of the applicable milestone(s). Any payment requests submitted after that time may be rejected or reduced, whether the Grantee incurred the cost or not.
- I. All grant payment requests must be submitted to HHSC on or before August 31, 2028.

VII. ADDITIONAL TERMS AND CONDITIONS

- A. Grantee must operate the facility established under this Grant Agreement for its intended purpose, as a locally controlled asset, as defined in the Texas Comptroller for Public Accounts, Fiscal Management Office, SPA Process Guide, until such construction has met depreciation guidelines established for buildings and building improvement suggested lives, or ten (10) years from the date the facility is operational, whichever is greater. The facility is "operational" as of the date the first client is admitted and is actively receiving services. However, if HHSC determines circumstances beyond the control of the Grantee, including but not limited to a change in state or federal law or regulation that materially frustrates the intended operation of the constructed facility, a natural disaster, or public health emergency, HHSC may necessitate such a change. After the expiration of ten (10) years, if Grantee determines that the facility is no longer needed for its originally authorized purpose or wants to change its purpose, Grantee must provide written notice to HHSC. HHSC agrees not to unreasonably withhold approval of such request to relinquish its interest in the facility and waive the use restrictions created by this Grant Agreement. Enforceability of this paragraph is subject to all such provisions of applicable law as may be amended during this Grant Agreement's term. This Section shall survive beyond the expiration of the Grant Agreement.
- B. If a change in state or federal law, regulation, policy, or policy interpretation occurs that materially changes or affects the intended operation constructed facility under this Grant Agreement, Grantee may request HHSC or System Agency to modify the Grant Agreement's terms to accommodate such change. Upon receipt of such request, HHSC or System Agency shall negotiate in good faith with the Grantee to explore the feasibility of modifying the Grant Agreement's terms to ensure the continued effective operation in accordance with the changed or affected legal or regulatory requirements. Any modification to the Grant Agreement's terms shall be subject to mutual agreement and shall be in writing.
- C. Grantee acknowledges that receipt of HHSC-awarded funds creates use restrictions under this Grant Agreement regarding the facility. Grantee agrees not to divest the State's interest

ATTACHMENT A STATEMENT OF WORK

in the grant funds provided by HHSC as long as the facility is used for its originally authorized purpose.

- D. Grantee cannot sell or otherwise lease the constructed/improved facility to another entity without the express written approval of HHSC.
- E. If Grantee contracts, leases, or otherwise allows another entity to operate the facility, Grantee must require facility operation as stated above.
- F. If Grantee's final costs reported using the Financial Status Report outlined in Section V(C) above, at the end of the Grant Agreement's term as it exists or is otherwise renewed, extended, or terminated pursuant to Article III (Duration) of this Contract's signature page, are less than and the amounts reimbursed and advanced under this section, Grantee must reimburse HHSC the difference on or before the 45th day after the end of the Grant Agreement's term.
- G. Grantee will maintain a separate general ledger account for the grant funds. Interest earned from the funds may only be spent by the Grantee pursuant to the same terms of the grant funds provided.
- H. Grantee must expend all grant funds on or before August 31, 2029. Any unspent funding remaining after August 31, 2029, must be returned to HHSC as outlined under **Section 3.4 of Attachment D (HHS Uniform Terms and Conditions)**.

VIII. REMEDIES

- A. Unless otherwise specified in this Statement of Work, if Grantee cannot complete or otherwise comply with a requirement included in this Statement of Work, HHSC, at its sole discretion, may impose remedies outlined under **Section 9.1 of Attachment D (HHS Uniform Terms and Conditions)**.
- B. If the quarterly performance reports indicate that construction of the facility will not be complete by the end of the Grant Agreement term, Grantee must submit a corrective action plan for approval by HHSC. Grantee must then submit monthly updates on Grantee's implementation of the corrective action plan until the construction schedule is no longer delayed. HHSC reserves the right to require additional corrective action plans and impose remedies if the performance reports indicate that completion of the facility will be delayed.
- C. In addition to all other remedies available to the State of Texas or HHSC, whether under this Grant Agreement or otherwise provided by law, if Grantee fails to construct the facility, then Grantee shall reimburse all funding provided to Grantee under this Grant Agreement. The requirements of this Section VIII (C) shall survive beyond the expiration of this Grant Agreement.

**ATTACHMENT A
STATEMENT OF WORK**

IX. NON-STANDARD TERMS

- A. Grantee is a political subdivision of the State of Texas and Grantee's indemnities are limited to the extent as allowed by Texas law.
- B. In no event shall Grantee be deemed to have waived any immunity, defense or liability cap available to it by applicable law.
- C. Grantee shall maintain required insurance coverage through any self-insured plan and will require subcontractors to fulfill System Agency's requirements as regards acquiring and maintaining mandated coverage requirements.

ATTACHMENT B BUDGET

I. Funding Source: State General Revenue

II. Budget Allocation Table

Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds Check if Cash Match <input type="checkbox"/>	Other Funds Check if Cash Match <input type="checkbox"/>	Local Funding Sources Check if Cash Match <input checked="" type="checkbox"/>	In-Kind Match
A. Personnel	\$0						\$0
B. Fringe Benefits	\$0						\$0
C. Travel	\$0						\$0
D. Equipment	\$0						\$0
E. Supplies	\$0						\$0
F. Contractual	\$2,822,802	\$2,191,401				\$631,401	\$0
G. Other	\$1,560,000						\$1,560,000
H. Total Direct Costs	\$4,382,802	\$2,191,401	\$0	\$0	\$0	\$631,401	\$1,560,000
I. Indirect Costs	\$0						\$0
J. Total (Sum of H and I)	\$4,382,802	\$2,191,401	\$0	\$0	\$0	\$631,401	\$1,560,000
K. Program Income - Projected Earnings		\$0	\$0	\$0	\$0	\$0	\$0

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 498-2026 Approve HHSC Community Mental Health Grant Contract (Rural Crisis Respite Project—Corsicana) for FY 2027—FY 2029, Amendment No. 1 (Contract No. HHS001392500047)

DATE: May 13, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 13th day of May 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors approve the signature of the CEO on the HHSC Community Mental Health Grant Contract (Living Room) for FY 2027—FY 2029, Amendment No. 1 (Contract No. HHS001392500047).

DONE IN OPEN MEETING, this the 13th day of May 2026.

Recommended by:

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

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



BOARD OF DIRECTORS MEETING

Summary

DATE: May 13, 2026

AGENDA ITEM 12: Resolution 498-2026 Approve HHSC Community Mental Health Grant Contract (Rural Crisis Respite Project—Corsicana) for FY 2027--FY 2029, Amendment No. 1 (“HHS001392500047”)

RECOMMENDATION/MOTION:

Request for the Board to approve the signature on the HHSC Contract No. HHS001392500047, the Community Mental Health Grant (CMHG) Rural Crisis Respite Program Amendment No.1, Effective upon signature by NTBHA CEO, Carol Lucky.

BACKGROUND:

This HHSC Amendment No.1 extends the previous termination date to August 31st, 2029, and adds \$2,738,664 to the NTBHA Rural Crisis Respite Program Budget, bringing the total Not-to-Exceed amount to \$4,564,440 over the five (5) year Contract Term. Total matching funds required will be \$1,521,480.

The Community Mental Health Grant (CMHG) program must fulfill goals and strategies identified by the Texas Statewide Behavioral Health Strategic Plan, incorporated by reference and posted at: <https://www.hhs.texas.gov/reports/2022/11/texas-statewide-behavioral-health-strategic-plan-2022-2026>.

The nine (9) goals of the CMHG program and their corresponding systemic gap from Texas’s Strategic Plan for Fiscal Years 2022-2026 are listed below:

1. Increase access to appropriate behavioral health services for underserved populations (Gap 1);
2. Decrease adverse impacts of behavioral health conditions on public-school students (Gap 2);
3. Enhance Continuity of Care and systemic coordination for justice-involved individuals (Gap 5);
4. Enhance timely access to appropriate crisis behavioral health services (Gap 6);
5. Support continued implementation of evidenced-based practices (Gap 7);
6. Increase access to Peer Support Services (Gap 8);
7. Enhance availability of mental health services specific to the needs of people with Intellectual and Developmental Disabilities (IDD) (Gap 9);
8. Support expansion of Prevention and Early Intervention (PEI) services (Gap 11); and
9. Increase access to behavioral health and employment services to promote employment and housing stability (Gap 12).

FINANCIAL INFORMATION:

This new Grant Contract reflects the increase of **\$2,738,664**, over the previous award amount. The total Grant Value, covering FY25 through FY29 shall not exceed: **\$4,564,440**. Matching Funds for this program are increased to **\$1,521,480**.

Fiscal Year	HHSC Share	NTBHA Match	FY Total
FY2025	\$608,592	\$304,296	\$912,888
FY2026	\$608,592	\$304,296	\$912,888
FY2027	\$608,592	\$304,296	\$912,888
FY2028	\$608,592	\$304,296	\$912,888
FY2029	\$608,592	\$304,296	\$912,888



IMPLEMENTATION SCHEDULE: Upon approval by the NTBHA board.

ATTACHMENTS: 12. HHSC CMHG Amendment No.1 ~ FY26-FY29 Community Mental Health Grant

ALIGNS WITH VISIONS #1, 2, 3 & 4

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001392500047
AMENDMENT NO. 1**

The **TEXAS HEALTH AND HUMAN SERVICES COMMISSION** (“System Agency” or “HHSC”) and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“Grantee”), collectively referred to as the “Parties” to that certain Community Mental Health Grant Program agreement, effective September 1, 2024, and denominated as HHSC Contract No. HHS001392500047 (the “Contract”), now desire to amend the Contract.

WHEREAS, HHSC has chosen to exercise its option to renew the Contract in accordance with **SECTION III, DURATION**, of the Contract; and

WHEREAS, HHSC wishes to allocate \$2,738,664.00 for state fiscal years 2027 through 2029, and to increase the Contract total not-to-exceed amount from \$1,825,776.00 to \$4,564,440.00, as shown in updated **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS, VERSION 2**;

WHEREAS, HHSC desires to revise certain Contract terms and conditions to comply with applicable state and federal law and HHSC policy.

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

1. **SECTION III, DURATION**, of the Contract is amended to reflect a revised expiration date of August 31, 2029.
2. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Contract is deleted in its entirety and replaced as follows:

BUDGET AND INDIRECT COST RATE

The total amount of this Contract shall not exceed \$4,564,440.00. This includes the System Agency share of \$3,042,960.00 and Grantee’s required match amount of \$1,521,480.00.

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

Total Federal Funds: \$0.00
Total State Funds: \$3,042,960.00

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS, VERSION 2**.

Indirect Cost Rate: Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS, VERSION 2**, and Grantee’s ICR Letter

is attached to this Contract and incorporated as **ATTACHMENT I, INDIRECT COST RATE**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

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

3. **SECTION VI, REPORTING REQUIREMENTS**, of the Contract is deleted in its entirety and replaced as follows:

Grantee shall submit the following reports:

REPORT	FREQUENCY	DUE DATE
Sustainability Plan	One-time	Previously Completed
Staffing Plan	One-time	Previously Completed
Reimbursement Request: 1. Invoice; 2. Copy of General Ledger; and 3. Attachment A-2, Project Expenditure Report.	Monthly, via CMBHS Invoice module	On or before the last Calendar Day of each month following the month reported.
Attachment A-1, Match Certification Form	Quarterly, via CMBHS Invoice module	On or before the last Calendar Day following the end of each State fiscal quarter reported.
Financial Status Report - Quarterly	Quarterly, using the CMBHS Financial Status Reports (FSR) module.	On or before the last Calendar Day following the end of each State fiscal quarter reported.
Attachment A-3, Performance Report Template	Quarterly, via email to mhcontracts@hhs.texas.gov .	On or before the 30th Calendar Day following the end of each State fiscal quarter.
Attachment A-4, Statewide Behavioral Health Coordinating Council (SBHCC) Report Template	Twice annually, via email to mhcontracts@hhs.texas.gov .	March 30, following any September to February period with reimbursable programmatic activity; September 30, following any March to August period with reimbursable programmatic activity.

4. **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS**, of the Contract is deleted in its entirety and replaced

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

5. **ATTACHMENT C, CONTRACT AFFIRMATIONS, VERSION 2.3**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATIONS, VERSION 2.9 (MARCH 2026)**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
6. **ATTACHMENT D, UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.3**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT D, UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.5 (SEPTEMBER 2024)**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
7. This Amendment No. 1 shall be effective as of the date last signed below.
8. Except as modified by this Amendment No.1, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
HHSC CONTRACT NO. HHS001392500047**

HEALTH AND HUMAN SERVICES COMMISSION

**NORTH TEXAS BEHAVIORAL HEALTH
AUTHORITY**

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

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

ATTACHMENT B

**BUDGET PROCEDURES, INVOICE SUBMISSION, AND
FINANCIAL REPORTING REQUIREMENTS, VERSION 2
CONTRACT AFFIRMATIONS, VERSION 2.9 (MARCH 2026)
HHS UNIFORM TERMS AND CONDITIONS—GRANT,
VERSION 3.5 (SEP. 2024)**

ATTACHMENT C

ATTACHMENT D

ATTACHMENT B

BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS, Version 2

I. BUDGET PROCEDURES

A. Funding Source: State General Revenue

B. Total reimbursements for the project period are not to exceed \$3,042,960.00.

C. Total match for the project period is not to exceed \$1,521,480.00.

D. Cost Reimbursement Budget:

- 1.** Grantee shall utilize the funding only for costs that are both allowable and approved. If Grantee wants to utilize funds for an expense not documented on the approved annual cost reimbursement budget, Grantee shall notify HHSC, in writing, and receive approval prior to utilizing the funds. HHSC shall provide written notification if the requested expense is approved.
- 2.** If needed, Grantee may revise the HHSC-approved annual cost reimbursement budget. Revision requirements are as follows:
 - a.** HHSC approves Grantee's transfer of up to ten percent of total budgeted funds from direct cost categories only, excluding the 'Equipment' category. Budget revisions exceeding ten percent require HHSC's written approval.
 - b.** Grantee may request revisions to the approved annual cost reimbursement budget direct cost categories that exceed the ten percent by submitting a written request to HHSC's designated Contract manager. This change will require a formal Contract amendment. HHSC will amend the Contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized, until the Contract amendment is executed.
 - c.** Grantee may revise the annual cost reimbursement budget 'Equipment' category, but a formal Contract amendment is required. Grantee shall submit to HHSC's designated Contract manager a written request to revise the budget that includes a justification for the revisions. HHSC will amend the Contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized, until the Contract amendment is executed.
 - d.** Grantee's Indirect Cost Rate Letter is attached to this Contract as **ATTACHMENT I, INDIRECT COST RATE LETTER**. If HHSC approves or acknowledges an updated indirect cost rate, HHSC will amend the Contract to incorporate the new rate (and the new indirect cost rate letter, if applicable) and revise the budget accordingly.

ATTACHMENT B

BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS, Version 2

II. GRANTEE’S ANNUAL COST REIMBURSEMENT BUDGET

FY2025

Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds	Other Funds	Local Funding Sources	In-Kind Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$55,000	\$36,667				\$18,333	\$0
B. Fringe Benefits	\$13,750	\$9,167				\$4,583	\$0
C. Travel	\$600	\$400				\$200	\$0
D. Equipment	\$82,000	\$54,667				\$27,333	\$0
E. Supplies	\$1,800	\$1,200				\$600	\$0
F. Contractual	\$660,000	\$440,000				\$220,000	\$0
G. Other	\$16,748	\$11,165				\$5,583	\$0
H. Total Direct Costs	\$829,898	\$553,265	\$0	\$0	\$0	\$276,633	\$0
I. Indirect Costs	\$82,990	\$55,327				\$27,663	\$0
J. Total (Sum of H and I)	\$912,888	\$608,592	\$0	\$0	\$0	\$304,296	\$0
K. Program Income - Projected Earnings	\$0						

FY 2026

Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds	Other Funds	Local Funding Sources	In-Kind Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$55,000	\$36,667				\$18,333	\$0
B. Fringe Benefits	\$13,750	\$9,167				\$4,583	\$0
C. Travel	\$600	\$400				\$200	\$0
D. Equipment	\$82,000	\$54,667				\$27,333	\$0
E. Supplies	\$1,800	\$1,200				\$600	\$0
F. Contractual	\$660,000	\$440,000				\$220,000	\$0
G. Other	\$16,748	\$11,165				\$5,583	\$0
H. Total Direct Costs	\$829,898	\$553,265	\$0	\$0	\$0	\$276,633	\$0
I. Indirect Costs	\$82,990	\$55,327				\$27,663	\$0
J. Total (Sum of H and I)	\$912,888	\$608,592	\$0	\$0	\$0	\$304,296	\$0
K. Program Income - Projected Earnings	\$0						

FY 2027

Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds	Other Funds	Local Funding Sources	In-Kind Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$63,600	\$42,400				\$21,200	\$0
B. Fringe Benefits	\$17,808	\$11,872				\$5,936	\$0
C. Travel	\$663	\$442				\$221	\$0
D. Equipment	\$0	\$0				\$0	\$0
E. Supplies	\$1,800	\$1,200				\$600	\$0
F. Contractual	\$660,000	\$440,000				\$220,000	\$0
G. Other	\$138,995	\$92,663				\$46,332	\$0
H. Total Direct Costs	\$882,866	\$588,577	\$0	\$0	\$0	\$294,289	\$0
I. Indirect Costs	\$30,022	\$20,015				\$10,007	\$0
J. Total (Sum of H and I)	\$912,888	\$608,592	\$0	\$0	\$0	\$304,296	\$0
K. Program Income - Projected Earnings	\$0						

ATTACHMENT B

BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS, Version 2

FY 2028

Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds Check if Cash Match <input type="checkbox"/>	Other Funds Check if Cash Match <input type="checkbox"/>	Local Funding Sources Check if Cash Match <input type="checkbox"/>	In-Kind Match
A. Personnel	\$63,600	\$42,400				\$21,200	\$0
B. Fringe Benefits	\$17,808	\$11,872				\$5,936	\$0
C. Travel	\$663	\$442				\$221	\$0
D. Equipment	\$0	\$0				\$0	\$0
E. Supplies	\$1,800	\$1,200				\$600	\$0
F. Contractual	\$660,000	\$440,000				\$220,000	\$0
G. Other	\$138,995	\$92,663				\$46,332	\$0
H. Total Direct Costs	\$882,866	\$588,577	\$0	\$0	\$0	\$294,289	\$0
I. Indirect Costs	\$30,022	\$20,015				\$10,007	\$0
J. Total (Sum of H and I)	\$912,888	\$608,592	\$0	\$0	\$0	\$304,296	\$0
K. Program Income - Projected Earnings	\$0						

FY 2029

Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds Check if Cash Match <input type="checkbox"/>	Other Funds Check if Cash Match <input type="checkbox"/>	Local Funding Sources Check if Cash Match <input type="checkbox"/>	In-Kind Match
A. Personnel	\$63,600	\$42,400				\$21,200	\$0
B. Fringe Benefits	\$17,808	\$11,872				\$5,936	\$0
C. Travel	\$663	\$442				\$221	\$0
D. Equipment	\$0	\$0				\$0	\$0
E. Supplies	\$1,800	\$1,200				\$600	\$0
F. Contractual	\$660,000	\$440,000				\$220,000	\$0
G. Other	\$138,995	\$92,663				\$46,332	\$0
H. Total Direct Costs	\$882,866	\$588,577	\$0	\$0	\$0	\$294,289	\$0
I. Indirect Costs	\$30,022	\$20,015				\$10,007	\$0
J. Total (Sum of H and I)	\$912,888	\$608,592	\$0	\$0	\$0	\$304,296	\$0
K. Program Income - Projected Earnings	\$0						

III. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (“CMBHS”)

- A. Grantee shall use CMBHS to request monthly reimbursement, and submit financial status reports (FSRs) by adhering to the following requirements:
 1. Grantee shall have Internet access and an adequate number of computers capable of using the CMBHS to report data to HHSC.
 2. Grantee’s network monitoring shall include troubleshooting or assistance with Grantee-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs, or other equipment, and Internet Service Provider (ISP).
 3. Grantee shall maintain responsibility for local end-user procedures and is responsible for data back-up, restoration, and contingency planning functions for all local data.
 4. Grantee shall designate a Security Administrator and a backup Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all user accounts are current.
 5. Grantee shall ensure that adequate internal controls, security, and oversight are established for the approval and electronic transfer of information regarding payments and reporting requirements.

ATTACHMENT B

BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS, Version 2

6. Grantee shall develop and maintain a written security policy that ensures adequate system security and protection of confidential information.
 7. Grantee shall notify System Agency immediately if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the database or data system has been or may be compromised in any way.
 8. Grantee shall develop and maintain internal controls, security, and oversight for the approval and electronic transfer of data into CMBHS. Grantee must submit data that is true, accurate, and complete at the time of submission.
- B.** In its sole discretion, HHSC may limit or deny Grantee's access to CMBHS at any time. If HHSC limits or denies access to the database or data system, HHSC must approve alternative data submission arrangements.
- C.** HHSC will provide support for CMBHS, including at a minimum the following assistance:
1. Problem tracking and problem resolution.
 2. Provision of telephone numbers for Grantees to access expert assistance with resolving problems related to the HHSC-provided database or data system.
 3. Initial training in the HHSC-provided database or data system, as well as subsequent ongoing end-user training.

IV. HHSC INVOICE SUBMISSION REQUIREMENTS

- A.** Grantee shall request monthly reimbursement on or before the last calendar day of the month after the month of service (e.g., September submission due October 31st) using the CMBHS Invoices module. Instructions on how to use the CMBHS Invoices module are found within the CMBHS help menu. Grantee shall include/upload supporting documentation for all expenses in its monthly reimbursement requests. Supporting documentation includes a copy of Grantee's General Ledger, **ATTACHMENT A-1, MATCH CERTIFICATION FORM, ATTACHMENT A-2, PROJECT EXPENDITURE REPORT**, and any other financial report/documentation requested by HHSC to prove expenditure of funds by cost category.
- B.** If, at the end of the Contract term, Grantee shall submit a final invoice. Grantee shall request its final reimbursement on or before the 45th day of the month after the end of the Contract term.
- C.** All Contract costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Contract.

V. MATCH CERTIFICATION

Grantee shall submit **ATTACHMENT A-1, MATCH CERTIFICATION FORM**, quarterly on or before the last calendar day following the close of the State fiscal quarter (i.e., December 31st, March 31st, June 30th, and September 30th). This form documents Grantee's total cumulative expenditures and progress toward meeting Grantee's match requirements during the Contract term.

VI. FINANCIAL REPORTING REQUIREMENTS

ATTACHMENT B
BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING
REQUIREMENTS, Version 2

Grantee shall submit quarterly Financial Status Reports (“FSRs”) on or before the last calendar day following the close of the State fiscal quarter (i.e., December 31st, March 31st, June 30th, and September 30th) using the CMBHS FSRs module. Instructions on how to use the CMBHS FSRs module are found within the CMBHS help menu.

HEALTH AND HUMAN SERVICES
Contract Number HHS001392500047

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 a continuing obligation to disclose 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 certifies that it is in compliance with all applicable laws and regulations regarding the use of artificial intelligence systems.

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:

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.

Signature of Authorized Representative

Date Signed

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

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

SAM.gov Unique Entity Identifier (UEI)