



**NORTH TEXAS
BEHAVIORAL HEALTH
AUTHORITY**

**BOARD OF DIRECTORS
MEETING**

**June 10, 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, June 10, 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/82794493568?pwd=0mhvN5aqz6z5CsS4oyvu3cek89bvMv.1>

Passcode: 124364

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: May 2026</i>	Judge Cody Beauchamp, Secretary	X
3.	Finance Committee Report <i>*Financial Reports for approval: April 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: Youth Crisis Outreach Team Program	Jessica Martinez, MA, LPC-S, NCC, EMDR, Chief of Clinical Development	
10.	Chief Executive Officer's Overview and Analysis	Carol Lucky	X

11.	*Resolution 499-2026 Ratify HHSC Children’s Crisis Respite Grant Program Contract Amendment No. 2 for FY2024 – FY 2028	Carol Lucky	X
12.	*Resolution 500-2026 Ratify HHSC Mental Health Grant for Justice Involved Individuals Amendment No. 1 for FY2026 – FY2029	Carol Lucky	X
13.	*Resolution 501-2026 Ratify HHSC Community Mental Health Grant Program Amendment No. 1 for FY2025 – FY2029 (Living Room, Dallas)	Carol Lucky	X
14.	Executive Session <i>The Board may go into Executive Session pursuant to Chapter 551, Subchapter D, Texas Govt. Codes as shown below:</i>		
15.	Discussion and possible vote in open session on matters considered in Executive Session	Commissioner Dr. Elba Garcia, Chair	
16.	Next Regular Board of Directors Meeting: August 12, 2026	Commissioner Dr. Elba Garcia, Chair	
17.	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
May 13, 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	X			N					N
Janis Burdett, <u>Vice-Chair</u> Ellis County	X	A	N	X	X			N					N
Ryan Brown, <u>Treasurer</u> Dallas County	X	X	N	X	X			N					N
Judge Cody Beauchamp, <u>Secretary</u> Navarro County	X	X	N	X	X			N					N
Judge Mary Bardin, Kaufman County	X	X	N	A	X			N					N
Judge Lela Lawrence Mays Dallas County	X	X	N	X	A			N					N
Maricela Canava Dallas County	X	X	N	X	X			N					N
Major Todd Calkins Rockwall County	X	X	N	A	X			N					N
Deputy Michael Allen Rockwall County	A	A	N	A	A			N					N
Captain Charlie York Navarro County	A	X	N	A	X			N					N
Sergeant Brad Elliott Ellis County	X	A	N	A	A			N					N
Nikki Haynes Hunt County	X	X	N	A	X			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 12:03 PM. This meeting was conducted via Zoom with limited board members and staff physically onsite. Approximately 51 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 April 8, 2026, meeting. A revision will be made to correct the order of agenda items to reflect that time quorum was reached at 12:23 PM. The Board approved the minutes as amended.

- 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 March 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. Major Todd Calkins 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 the PNAC met on April 7, 2026. An update was presented by Priscilla Valdez regarding quality management and ongoing provider network support. One strategic initiative includes participation in planning related to the FIFA World Cup, with a focus on behavioral health preparedness and support should crisis services be needed. Also, general information on NTBHA services and outreach will be provided.

Trauma-informed care presentations were provided. Sexual Assault Awareness Month was also recognized. The committee is preparing to review the Consolidated Local Services Plan, which is submitted every two years. Surveys will be distributed to providers and other stakeholders about the Consolidated Local Services Plan and the Community Needs Assessment.

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

Item #9**Presentation:*****Mental Health & the Developing Brain: What Youth180 is Doing to Make a Difference***

Keri Stitt, President & CEO, and Viviana Triana, Chief Program Officer, Youth 180, Inc., presented an overview of the organization, including its history, mission, and service delivery model. Youth180 described its focus on integrated behavioral health services, including substance use disorder treatment and mental health services for youth and families, with an emphasis on trauma-informed and trauma-responsive care.

The presentation highlighted Youth180's partnership with NTBHA and its efforts to improve access to services through integrated clinical programming, telehealth services, bilingual service provision, and wraparound supports for families. Youth180 also noted ongoing efforts to address barriers to care, including stigma, transportation, and gaps in residential treatment availability for Medicaid and underinsured youth.

A case example was presented to illustrate service delivery outcomes and the impact of coordinated family-based care. Youth180 reported positive client outcomes, including reductions in symptoms and progress toward individualized treatment goals.

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

CEO Carol Lucky reported that NTBHA operations remain stable, with contracts in place and upcoming renewals received earlier than in prior years. Planning efforts are underway to review funding allocations and provider payment structures for the upcoming fiscal period.

The CEO provided an update on ongoing challenges related to state substance use funding allocations within Region 3, noting changes in funding methodology that have impacted certain residential providers and limited their ability to compete for funding across regions. The CEO reported ongoing discussions with legislative partners and continued advocacy efforts to support affected providers.

An update was also provided regarding potential funding reallocations and adjustments related to regional behavioral health funding, with continued monitoring of state-level decisions impacting provider stability.

The CEO noted leadership transitions at Dallas Metrocare and expressed support for continued collaboration and partnership opportunities moving forward.

Item #11***Resolution 497-2026 Approve Crisis Center (Respite, etc.) Construction Contract with Austin Street Center**

The Board approved Resolution 497-2026 authorizing the CEO to execute the Crisis Center (Respite, etc.) Construction Contract with Austin Street Center for the development of the Crisis Center (Respite) project. The project will utilize a previously awarded state grant for facility development, with Austin Street Center serving as the selected site partner. Both parties will provide matching contributions toward the approximately \$2.5 million build-out, and the project is funded through state grant dollars with no direct cost to the agency.

- Vote: Janis Burdett motioned approval, seconded by Maricela Canava. The motion carried.

Item #12***Resolution 498-2026 Approve HHSC Community Mental Health Grant Contract (Rural Crisis Respite Project - Corsicana) FY2025 through FY2029, Amendment No. 1**

The Board approved Resolution 498-2026, authorizing the Chief Executive Officer to execute Amendment No. 1 to the HHSC Community Mental Health Grant Contract for the Rural Crisis Respite Project in Corsicana for FY2025 through FY2029 (Contract No. HHS001392500047). The amendment extends flat funding to support continued operations of the established crisis respite program, which provides services to individuals outside of Dallas County and remains consistently at capacity.

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

Item #13

Executive Session

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

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- Tex. Gov't Code C 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 convened in Executive Session pursuant to Texas Government Code § 551.071 at 1:00 PM and reconvened in Open Session at 1:16 PM**

Item #14

Open Session - Executive Session Matters:

- None.

Item #15

Next NTBHA Board Meeting

- The next NTBHA Board meeting is scheduled for **June 10, 2026, at 12:00 Noon.**

Item #16

Adjournment

- Janis Burdett moved to adjourn the meeting, seconded by Judge Cody Beauchamp.
- The motion carried and the NTBHA Board of Directors Meeting was adjourned at 1:17 P.M.

Signature: _____ **Date:** _____

Judge Cody Beauchamp, NTBHA Board Secretary

Acronyms & Terminology

340B	A federal drug pricing program
ACA	Affordable Care Act
ACOT	Adult Clinical Operations Team (see FACT)
ACS	Adapt Community Solutions (Mobile Crisis Provider for NTBHA, see MCOT)
ACT	Assertive Community Treatment
ADD	Attention Deficit Disorder
ANSA	Adult Needs and Strengths Assessment (also see CANS)
AOT	Assisted Outpatient Treatment
APAA	Association of Persons Affected by Addiction (Peer Support)

APN	Advanced Practice Nurse
APOWW	Apprehension by a Police Officer Without a Warrant
APRN	Advanced Practice Registered Nurse (also see APN)
AWP	Average Wholesale Price (pharmacy pricing benchmark)
BH	Behavioral Health (includes MH and CD)
BHLT	Behavioral Health Leadership Team (Dallas County workgroup)
BIPOC	Black, Indigenous and People of Color
BPD	Bipolar Disorder
The Bridge	Largest shelter in Dallas, a homeless assistance center
C&A	Child and Adolescent
CAA	Consolidated Appropriations Act of 2021
CANS	Child and Adolescent Needs and Strengths Assessment (also see ANSA)
CAP	Corrective Action Plan
CBT	Cognitive Behavioral Therapy
CCBHC	Certified Community Behavioral Health Center
CCO	Chief Clinical Officer
CD	Chemical Dependency (new term is SUD)
CFGC	Child and Family Guidance Center
CEO	Chief Executive Officer
CHIP	Children’s Health Insurance Program (aka SCHIP)
CHW	Community Health Worker
CIT	Crisis Intervention Training (40-hour training sponsored by the City of Dallas Police Dept. to certify Mental Health Officers)
CJAB	Dallas County Criminal Justice Advisory Board
CLSP	Consolidated Local Service Plan (replaced LSAP in new contract)
CMBHS	Clinical Management of Behavioral Health Services
CMHP	Comprehensive Mental Health Provider (formerly known as SPN)
CMO	Chief Medical Officer
CMS	Centers for Medicaid and Medicare Services
COC	Continuum of Care
COMI	Coalition on Mental Illness
COPSD	Co-Occurring Psychiatric and Substance Use Disorders services
CPS	Child Protective Services
CRCG	Consumer Resource Coordination Group
CRRS	Coronavirus Response and Relief Supplement Act of 2021
CSH	Cooperation for Supportive Housing
CSO	Chief Strategy Officer
CTI	Critical Time Intervention Model (an Evidence-Based Practice)
DARS	Texas Department of Assistive & Rehabilitative Services (obsolete functions now under TWC or HHSC)
DBSA	Depression and Bipolar Support Alliance
DEA	Drug Enforcement Administration
DHA	Dallas Housing Authority
DPS	Department of Public Safety
DFPS	Department of Family and Protective Services
DIR	Texas Department of Information Resources
DSHS	Texas Department of State Health Services (now under HHSC)
DSRIP	Delivery System Reform Incentive Payment (funded under the Texas Medicaid 1115 Waiver program)
DSM-5	Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition – classification and diagnostic tool for psychiatric disorders (see ICD-10)
EBP	Evidence-Based Practice
ECT	Electroconvulsive Therapy
EHR	Electronic Health Record
EMR	Electronic Medical Record

EMTALA	Emergency Medical Treatment and Labor Act
ER	Emergency Room
ESC	Education Service Center (Region 10 ESC is the local one with a NTBHA NPMHP onsite)
FACT	Family Child and Adolescent Team (see ACOT)
FACT	Forensic Assertive Community Treatment
FDU	Forensic Diversion Unit
FMAP	Federal Medical Assistance Percentage for Medicaid
FPL	Federal Poverty Level
FQHC	Federally Qualified Health Center
FSP	Free Standing Psychiatric (facility)
GAAP	Generally Accepted Accounting Principles
GASB	Governmental Accounting Standards Board
GR	General Revenue
HCBS	Home and Community-Based Services
HHSC	Health and Human Services Commission
HIPAA	Health Insurance Portability and Accountability Act of 1996
HMIS	Homeless Management Information System
HUD	Housing and Urban Development
ICD-10	10 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

North Texas Behavioral Health Authority
Statement of Revenue, Expenses and Changes in Net Position
FY 2026 ALL COMBINED CONTRACTS MTD - APR26

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>MTD Total</u>
Revenue						
Federal Revenue	47,904	353,617	936,654	23,324	0	1,361,499
State Revenue	1,274,262	7,878,694	65,896	31,997	0	9,250,850
Local Revenue	347,316	108,937	(604,924)	0	0	(148,671)
Match Revenue	0	61,172	0	0	0	61,172
IN KIND Revenue	0	1,436,086	78,946	0	0	1,515,031
Interest Income	0	0	0	0	30,021	30,021
Third Party Revenue	0	148,234	0	0	0	148,234
Total Revenue	<u>1,669,483</u>	<u>9,986,739</u>	<u>476,571</u>	<u>55,321</u>	<u>30,021</u>	<u>12,218,135</u>
Operating Expenses						
Provider Payments	11,582	7,303,619	214,547	23,324	11,578	7,564,650
In-Kind Provider Payments	0	1,436,086	78,946	0	0	1,515,031
Personnel Expenses	446,568	432,036	98,619	6,469	613,539	1,597,232
Personnel Fringe Benefits	136,211	135,795	34,127	732	126,030	432,896
Travel Expense	5,216	13,937	2,124	0	13,010	34,287
Supplies Expense	2,012	10,377	(1,118)	0	166,685	177,956
Contractual Expense	61,239	166,717	642	0	202,941	431,539
Other Expense	13,691	122,358	22,640	32,207	181,551	372,447
Depreciation Expense	0	0	0	0	43,990	43,990
Total Expenses	<u>676,520</u>	<u>9,620,924</u>	<u>450,527</u>	<u>62,732</u>	<u>1,359,323</u>	<u>12,170,027</u>
Admin Allocation						
Admin Allocation	992,962	295,340	26,045	7,881	(1,322,228)	0
Total Admin Allocation	<u>992,962</u>	<u>295,340</u>	<u>26,045</u>	<u>7,881</u>	<u>(1,322,228)</u>	<u>0</u>
Total	<u>0</u>	<u>70,474</u>	<u>0</u>	<u>(15,292)</u>	<u>(7,074)</u>	<u>48,108</u>
NET SURPLUS/(DEFICIT)	<u>0</u>	<u>70,474</u>	<u>0</u>	<u>(15,292)</u>	<u>(7,074)</u>	<u>48,108</u>

North Texas Behavioral Health Authority
Statement of Revenue, Expenses and Changes in Net Position
FY 2026 ALL COMBINED CONTRACTS YTD - APR26

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>YTD Total</u>
Revenue						
Federal Revenue	363,130	12,414,408	9,462,834	206,091	105,441	22,551,904
State Revenue	9,031,554	51,478,338	489,166	218,828	0	61,217,886
Local Revenue	3,097,029	636,617	5,008,335	0	0	8,741,981
Match Revenue	0	538,804	0	0	0	538,804
IN KIND Revenue	0	4,291,824	302,470	0	0	4,594,295
Other Revenue	0	142,264	0	0	1,751	144,015
Interest Income	0	0	0	0	200,014	200,014
Third Party Revenue	0	1,316,669	0	0	0	1,316,669
Total Revenue	<u>12,491,712</u>	<u>70,818,924</u>	<u>15,262,805</u>	<u>424,919</u>	<u>307,206</u>	<u>99,305,567</u>
Operating Expenses						
Provider Payments	47,875	56,445,234	13,545,889	206,091	179,335	70,424,425
In-Kind Provider Payments	0	4,291,824	302,470	0	0	4,594,295
Personnel Expenses	3,430,031	3,061,003	787,222	51,780	4,604,452	11,934,487
Personnel Fringe Benefits	1,014,776	953,232	266,345	13,451	1,077,495	3,325,298
Travel Expense	43,208	43,527	8,849	592	67,848	164,024
Supplies Expense	46,965	43,116	14,493	1,503	1,995,848	2,101,925
Contractual Expense	567,446	1,552,661	2,104	0	1,140,143	3,262,353
Other Expense	120,151	1,371,464	115,508	269,906	1,721,410	3,598,439
Depreciation Expense	0	0	0	0	351,763	351,763
Total Expenses	<u>5,270,451</u>	<u>67,762,060</u>	<u>15,042,880</u>	<u>543,323</u>	<u>11,138,293</u>	<u>99,757,009</u>
Admin Allocation						
Admin Allocation	7,221,261	2,909,509	219,925	67,660	(10,418,355)	0
Total Admin Allocation	<u>7,221,261</u>	<u>2,909,509</u>	<u>219,925</u>	<u>67,660</u>	<u>(10,418,355)</u>	<u>0</u>
Total	<u>0</u>	<u>147,355</u>	<u>0</u>	<u>(186,064)</u>	<u>(412,732)</u>	<u>(451,441)</u>
NET SURPLUS/(DEFICIT)	<u>0</u>	<u>147,355</u>	<u>0</u>	<u>(186,064)</u>	<u>(412,732)</u>	<u>(451,441)</u>

FY2026 BOD Budget Variance Report

April, 2026

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actuals	Budget	Variance
Revenue						
Federal Revenue	1,361,499	3,074,421	(1,712,923)	22,551,904	24,595,369	(2,043,465)
State Revenue	9,250,850	8,882,458	368,392	61,217,886	71,059,665	(9,841,779)
Local Revenue	(148,671)	1,437,340	(1,586,011)	8,741,981	11,498,719	(2,756,738)
Match Revenue	61,172	906,450	(845,279)	538,804	7,251,603	(6,712,799)
IN KIND Revenue	1,515,031	-	1,515,031	4,594,295	-	4,594,295
Other Revenue	-	3,333	(3,333)	144,015	26,667	117,348
Interest Income	30,021	46,667	(16,646)	200,014	373,333	(173,320)
Third Party Revenue	148,234	-	148,234	1,316,669	-	1,316,669
Total Revenue	12,218,135	14,350,669	(2,132,535)	99,305,567	114,805,355	(15,499,788)
Operating Expenses		-			-	
Provider Payments	7,564,650	8,513,631	(948,982)	70,424,425	68,109,048	2,315,377
In-Kind Provider Payments	1,515,031	-	1,515,031	4,594,295	-	4,594,295
Personnel Expenses	1,597,232	1,870,660	(273,429)	11,934,487	14,965,283	(3,030,795)
Personnel Fringe Benefits	432,896	427,021	5,874	3,325,298	3,416,170	(90,872)
Travel Expense	34,287	32,075	2,213	164,024	256,598	(92,574)
Supplies Expense	177,956	207,253	(29,296)	2,101,925	1,658,021	443,904
Contractual Expense	431,539	2,733,931	(2,302,392)	3,262,353	21,871,446	(18,609,093)
Other Expense	372,447	526,932	(154,485)	3,598,439	4,215,457	(617,018)
Depreciation Expense	43,990	39,167	4,823	351,763	313,333	38,429
Total Expenses	12,170,027	14,350,669	(2,180,643)	99,757,009	114,805,355	(15,048,347)
Net Surplus (Deficit)	48,108	-	48,108	(451,441)	-	(451,441)



NTBHA Provider Network Meeting
May 29, 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 ➤ 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. ○ Denied Claim clean up – Claims should be addressed ASAP. ○ Treatment Client Satisfaction Survey: Ambulatory Detox/Residential Detox/Intensive Residential (Adult, HIV, Women & Children)/Outpatient. Survey can be conducted within 90 calendar days after client discharge. <ul style="list-style-type: none"> ▪ English: Patient Satisfaction Survey ▪ Spanish: Encuesta de Satisfacción del Paciente ○ New Chemical Dependency Treatment Facility Complaint Posters <ul style="list-style-type: none"> ▪ English ▪ Spanish ○ Deliverables <ul style="list-style-type: none"> ▪ FY26 Initial Implementation Plan (TRA/TRF/TRY Providers) – submit to amott@ntbha.org by 12pm on June 9, 2026. ▪ Q3 Quarterly Activity Report (TRA/TRF/TRY/CCMS Providers) submit to amott@ntbha.org by 12pm on June 10, 2026 ➤ Mental Health Providers <ul style="list-style-type: none"> ○ File Transfer Protocol (FTP) & Reports ○ Document Request: Superior Attestation submit to provider.relations@ntbha.org by June 29, 2026. Refer to email sent out 5/26/26. ➤ SUD & Mental Health Providers <ul style="list-style-type: none"> ○ Resources: https://ntbha.org/providers-procurement/
Compliance / Quality Management/ Utilization Management	QM/UM	<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 ➤ Staff Changes: Contact person for OP MH Uniform Assessment (UA) and SUD Authorizations, Kerstie Lockhart, klockhart@ntbha.org
Technical Assistance	Matt Roberts	<ul style="list-style-type: none"> ➤ Reports for MH providers



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: June 26, 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>		



Announcements / Resources

NTBHA QM Provider Reminders

Documentation & Record Keeping

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

ANSA/CANS/SARS Expectations

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

Financial Eligibility, Billing, Coding, & Administrative Requirements

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

Recovery Planning, Referral, and Reassessment

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

Follow-Up & Individual Outreach

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

Communication & Email Response

- Acknowledge emails from Quality Management (QM), Utilization Management (UM), Outreach, Screening, Assessment, Referral (OSAR), and all NTBHA staff in a timely manner:
 - Correcting authorizations / clinical info: respond within 10 business days or the 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**

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:

Kerstie Lockhart, MA
Integrated Quality and Utilization Management Team Lead
klockhart@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, June 9th, 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](#)



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:

Kerstie Lockhart, MA
Integrated Quality and Utilization Management Team Lead
klockhart@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
June 2, 2026**

Attendees: Dr. Asif Rashid, Dr. John Bennett, Dr. Patrick Young, Dr. Sejal Mehta, Dr. Kiristen Grable, Dr. Tomika Starling **NTBHA Staff:** Amy Cunningham, Matt Roberts, Caitlyn Traylor, Joan Marandure, Shiranda Williams **IPM Staff:** Jaspreet Singh, Melissa Hawkins

1. Call to Order

Dr. Bennett Called the meeting to orders at 8:15

2. Routine Updates

a. State Hospital Update

Mr. Roberts reported that the diversion project is active and going well.

b. Pharmacy Highlights (IPM representative)

Ms. Hawkins reported that pharmacy utilization has been similar to previous months.

3. New Business

- During the mid-year assessment NTBHA will re-assess the formulary decision requiring some pill splitting.

4. Old Business

5. Adjournment

- The meeting adjourned at 8:42



89th Texas Legislature-Interim
House Select Committee on Health Care Affordability
Hearing on Interim Charges
Rising Health Care and Insurance Costs
April 30, and May 1, 2026

House Select Committee on Health Care Affordability

Committee Chair: Representative James B. Frank. Vice Chair: Representative Toni Rose.
Members: Representatives Daniel Alders, Jay Dean, Mary E. González, Suleman Lalani, Shelley Luther, Tom Oliverson, M.D., Lauren A. Simmons, Denise Villalobos, Trey Wharton.

Interim Charges

- Evaluate health care cost drivers, including statutory, regulatory, and administrative burdens, the impact of fraud, waste, and abuse.
- Evaluate the impact of insurance design, cost sharing, market structure, and payment policies have on consumers and employers.
- Examine the impact of consolidation on patient choice, market competition and price and value in health care services.
- Review the level of consumer transparency in health care markets to ensure consumers have access to clear, accurate, and actionable information on prices, benefits, and out-of-pocket costs.

Link to Hearing: April 30, 2026: <https://house.texas.gov/videos/22672>

Link to Hearing: May 1, 2026: <https://house.texas.gov/videos/22673>

Invited Testimony

Most of the testimony did not relate directly to behavioral health specifically, or the work of LBHA/LMHAs, however, some information is relevant to the work of NTBHA.

Cynthia Cox- Senior Vice President-Kaiser Family Foundation

- Spending on prescription drugs has grown steadily over the past few years driven by higher utilizations, new high-cost therapies, price increases on existing medications.
- Drug prices are expected to grow higher than inflation.
- In 2024, 7% of adults reported delaying or going without needed mental health care due to cost.
 - 8% delayed or did without prescription drugs due to cost.
 - 10% delayed or did without medical care due to cost.

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

Maureen Hensley-Quinn-National Academy for State Health Policy (NASHP)

- Among the factors influencing high and rising health care costs are increasing demand for behavioral health and specialty care.

Zack Cooper, PhD.-Associate Professor of Public Health, and Economics-Yale University

- Job loss can affect health—Individuals who lose jobs due to factory closures have an increased risk of death from suicide, accident or overdose.
- Health care costs rise with health care mergers and hospital consolidations.

Charles Miller-Texas 2036

- On average, commercial payers in Texas pay Texas hospitals approximately 254% of what Medicare pays for comparable services
- The median Texas hospital needs to be paid roughly 127% of Medicare from its commercial book of business in order to breakeven overall, accounting for any margin shortfalls on Medicare and Medicaid patients.
- The average commercial price paid to Texas hospitals is roughly double the price needed to break even.



89th Texas Legislature-Interim
Senate Committee on Health and Human Services
Hearing on Interim Charges
Rising Health Care and Insurance Costs
May 27, 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: Rising Health Care and Insurance Costs

Examine the drivers of rising health care costs in Texas.

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

Link to Hearing: <https://senate.texas.gov/videoplayer.php?vid=22702&lang=en>

Opening Remarks

Chair Kolkhorst complimented Chairman James Frank and the House Select Committee on Health Care Affordability on their hearings on April 30 and May 1. She noted that the Senate Health and Human Services Committee has a separate interim charge on mental health, homelessness and addiction services.

The invited speakers at this hearing primarily focused on the general medical health care system, but some speakers made points particularly directed toward behavioral health.

Maureen Milligan-President and CEO-Association of Teaching Hospitals of Texas.

- 40% of charity care in Texas is provided by teaching hospitals.
- Labor is 60% of hospital costs.
- Not everything in health care attracts investment—for example, providing services for people with no ability to pay, such as behavioral health care.
- People come to teaching hospitals when they don't know where else to go.
 - Elderly people with dementia without family support.
 - Group home residents who have had violent outbursts.
 - Behavioral health emergencies.
 - Behavioral health emergency detentions.
 - Inpatient care when LBHA/LMHA does not have available beds.
- Rural and urban disadvantages are similar in terms of access to care and life expectancy.

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

Doug Lynch-CFO and Chief Actuary-Sidecar Health

- Restrictions like networks, formularies, step therapy, prior authorizations etc. haven't reduced the cost of care over the last 20 years.
- Information regarding cost and quality of care is opaque in current system.
- Sidecar gives consumers information on providers' prices and quality ratings in their area
- Sidecar gives consumer a fixed benefit amount for a specific service. Consumer can shop for the best deal. Consumer can keep half of the savings if they choose a lower cost provider.
- This has been especially effective in mental health. Sidecar has seen a 50% increase in utilization of mental health services when consumers have this information.



NTBHA Planning and Network Advisory Committee (PNAC)

Minutes for the June 2, 2026 Meeting

PNAC Members Attending: Dr. David Woody and Amy Gill

NTBHA Staff: Dr. Walter Taylor, Anthony Garcia, Jessica Martinez, Janie Metzinger, Priscilla Valdez, Shiranda Williams, and Maricela Rubio

Guests: Rose Edwards and Rolanda Williams-Freeney

Call to Order and Introductions at 10:35 am by Dr. Walter Taylor. There **was no** quorum.

No one signed up for public comment.

1. Call to Order

The meeting was called to order by Walter Taylor, at 10:35 am, who welcomed members and acknowledged scheduling constraints during a busy season (graduations, travel, etc.).

- No public commentary items were presented at the outset.

2. Opening Remarks / Acknowledgments

- Walter Taylor recognized the contributions and upcoming retirement of Dr. David Woody.
- Dr. David Woody confirmed willingness to remain engaged with PNAC post-retirement, which was welcomed.

3. Key Discussion Topic: ACT Services & Family Engagement

3.1 Issue Raised

PNAC members raised questions regarding Assertive Community Treatment (ACT) services:

- Focus:
 - Available services
 - Caseworker responsibilities
 - How to access support

3.2 Provider & System Responses

Anthony Garcia (Oversight / Quality Monitoring):

- ACT services typically include:
 - Case management
 - Therapy
 - Medication management
- Care plans are individualized based on client input and goals.
- Suggested additional education through leadership (e.g., intensive services teams).

Janie Metzinger (Policy / Communications):

- Highlighted the Importance of:
 - Family education
 - Clear explanation of patient and family rights
- Proposed deliverable:
 - A “Family Support One-Pager” outlining:
 - Rights
 - How to engage with providers
 - Advocacy strategies

Jessica Martinez (Clinical Leadership):

- Confirmed:
 - Existing materials and training exist but may need better visibility
 - HIPAA constraints limit provider communication unless releases are signed
- Reinforced importance of:
 - Crisis systems as an entry point for support
 - Provider-family collaboration strategies
 - Leveraging engaged families in ACT settings

3.3 Consensus Themes

The committee identified the following areas for enhancement and improvement:

- Enhance family engagement practices
- Standardized onboarding information for families
- Better communication protocols from providers

3.4 Action Items / Recommendations

1. Needs Assessment Enhancement
 - Develop survey questions for:
 - ACT clients
 - Family members
 - Focus: quality of services and engagement experience
2. **Family Support Education Materials**
 - Create a one-page guide explaining:
 - Rights
 - Engagement pathways
 - Support strategies
3. **Provider Education / Reinforcement**
 - Reinforce expectations for:
 - Family inclusion (when authorized)
 - Communication practices
4. **Follow-Up Engagement**
 - Continue to monitor areas for improvement

4. Quality Management (QM) Update

Presented by Anthony Garcia and Priscilla Valdez:

- Continued collaboration with providers for:
 - Monitoring
 - Technical assistance
 - Continuous quality improvement
- Ongoing focus:
 - Community engagement
 - System improvements driven by PNAC feedback

5. Program & Initiative Updates

5.1 Training & Community Initiatives

- Trauma-informed care training opportunities available for June 2026.

5.2 Maternal Mental Health & Legislative Update (Janie Metzinger)

- No recent hearings in May on maternal behavioral health
- Upcoming legislative discussions expected
- Training events regularly posted via:
 - Website
 - Social media channels

5.3 New Program Announcement

Presented by Jessica Martinez:

- New youth-focused program YCOT
 - Target: children ages 3–17 and their families
 - Includes crisis response + up to 90 days of support

6. General Announcements

- Upcoming conferences in Kaufman and Ellis Counties (spiritual care, trauma-focused)

7. Next Meeting

- **Next PNAC Meeting:** August 4, 2026
- No meeting scheduled for July

8. Adjournment

The meeting adjourned following final announcements.



Fiscal Year
2026

Service Month
All

Provider
All

Measure
All

6 Month View
True

Performance Measures FY26 - All

Measure	Description	2026 FY First Half				2026 FY Second Half		YTD
		202511	202512	202601	202602	202603	202604	2026
Adult Improvement	At least 20% of all adults authorized in a FLOC shall show improvement in at least one domain							42.1%
Adult Service Target	Count	27779	27531	27378	27635	28089	28117	
Child Improvement	At least 25.0% of all children authorized in a FLOC shall show improvement in at least one domain							52.1%
Child Service Target	Count	8201	7940	7675	7845	8170	8369	
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	42.3%	45.0%	28.9%	28.5%	32.5%	43.8%	
Effective Crisis Response	At least 75.1% of crisis episodes during the measurement period shall not be followed by admission to an HHSC Inpatient Bed within 30 days	89.4%	95.2%	94.3%	94.4%	94.9%	93.5%	
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	54.1%	35.7%	57.1%	51.0%	50.9%	59.6%	

,RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 499-2024 Ratify HHSC Children’s Crisis Respite Grant Program Contract Amendment No. 2, for FY 2024 – FY 2028 (Contract No. HHS001222700007)

DATE: June 10, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of June 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 ratify the signature of the CEO on the Children’s Crisis Respite Grant Program Contract Amendment No. 2 for FY 2024 – FY 2028 (Contract No. HHS001222700007).

DONE IN OPEN MEETING, this the 10th day of June 2026.

Recommend by:

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

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



BOARD OF DIRECTORS MEETING
Summary

DATE: June 10, 2026

AGENDA ITEM 11: Resolution 499-2026 – Ratify HHSC Children’s Crisis Respite Grant Program Contract Amendment No. 2 for FY 2024-2028 (“HHS001222700007”)

RECOMMENDATION/MOTION:

Request for Board to ratify NTBHA CEO, Carol Lucky, signature to the Contract No. HHS001222700007, the Tx Health & Human Services Commission - Children’s Crisis Respite (CRR) Program Amendment No.2. Effective as of August 31, 2026.

BACKGROUND:

This HHSC Amendment No.2 extends the previous termination date to August 31st, 2028, and adds State funding for FY27-FY28, making the total not-to-exceed amount \$5,000,000 for the five-year contract term on the NTBHA Children’s Crisis Respite Program. HHSC Amendment No.2 additionally replaces both Contract Affirmations (v2.9) as well as the HHS Contract Assurances Attachment.

FINANCIAL INFORMATION:

This Contract Amendment No.2 reflects the increase of **\$2,000,000**, over the previous award amount. The total Grant Value, covering FY24 through FY28 shall not exceed: **\$5,000,000**.

Fiscal Year	HHSC Funds
FY2024	\$1,000,000
FY2025	\$1,000,000
FY2026	\$1,000,000
FY2027	\$1,000,000
FY2028	\$1,000,000
TOTAL VALUE	\$5,000,000.00

IMPLEMENTATION SCHEDULE: Upon approval by the NTBHA board.

ATTACHMENTS: 11. *HHSC-CCR_HHS001222700007_AMD No.2_NTBHA*

ALIGNS WITH VISIONS #1, 2, 3 & 4

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001222700007
AMENDMENT NO. 2**

The **TEXAS HEALTH AND HUMAN SERVICES COMMISSION** (“System Agency” or “HHSC”) and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“Grantee”), who are collectively referred to as the “Parties,” to that certain Children’s Crisis Respite Grant Program Contract, effective April 11, 2024, and denominated as HHSC Contract No. HHS001222700007 (the “Contract” or “Grant Agreement”), as amended, now desire to further amend the Contract.

WHEREAS, HHSC has chosen to exercise its option to extend the term of the Grant Agreement for a period of two (2) years; and

WHEREAS, HHSC has chosen to add state funding to the Grant Agreement to support the extension period; and

WHEREAS, HHSC desires to revise certain terms to comply with applicable laws and HHSC policy.

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

1. **SECTION III, DURATION**, of the Grant Agreement, is amended to reflect a revised termination date of August 31, 2028, unless terminated sooner pursuant to the terms and conditions of the Grant Agreement.
2. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Grant Agreement, is amended to add state funding for Fiscal Year 2027 and Fiscal Year 2028 in the amount of \$2,000,000.00 to the Grant Agreement for a total not-to-exceed amount of \$5,000,000.00 during the Contract term.
3. **ATTACHMENT B, BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS**, of the Grant Agreement, is deleted in its entirety and replaced with **ATTACHMENT B-2, BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS (FY24-FY28)**, which is attached hereto and incorporated as part of the Grant Agreement for all purposes.
4. **ATTACHMENT C, HHS GRANT AGREEMENT AFFIRMATIONS v. 2.5**, of the Grant Agreement, is deleted in its entirety and replaced with **ATTACHMENT C-2, HHS CONTRACT AFFIRMATIONS v. 2.9**, which is attached hereto and incorporated as part of the Grant Agreement for all purposes.
5. **ATTACHMENT G, ASSURANCES – NON-CONSTRUCTION PROGRAMS**, of the Grant Agreement, is deleted in its entirety and replaced with **ATTACHMENT G-1, ASSURANCES – NON-CONSTRUCTION PROGRAMS**, which is attached hereto and incorporated as part of the Grant Agreement for all purposes.

6. **ATTACHMENT H, CERTIFICATION REGARDING LOBBYING**, of the Grant Agreement, is deleted in its entirety and replaced with **ATTACHMENT H-1, CERTIFICATION REGARDING LOBBYING**, which is attached hereto and incorporated as part of the Grant Agreement for all purposes.
7. This Amendment No. 2 shall be effective as of August 31, 2026.
8. Except as modified by this Amendment No. 2, all terms and conditions of the Grant Agreement, as amended, shall remain in full force and effect.
9. Any further revisions to the Grant Agreement shall be by written agreement of the Parties.
10. Each Party represents and warrants that the individual executing this Amendment No. 2 on its respective behalf has full power and authority to enter into the Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 2
HHSC CONTRACT NO. HHS001222700007**

HEALTH AND HUMAN SERVICES COMMISSION

**NORTH TEXAS BEHAVIORAL HEALTH
AUTHORITY**

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

ATTACHMENT B-2

BUDGET PROCEDURES AND INVOICE SUBMISSION REQUIREMENTS (FY24 – FY28)

I. BUDGET PROCEDURES

A. Funding Source: State General Revenue

B. Total reimbursements for allowable and approved costs incurred under the Grant Agreement shall not exceed the total not-to-exceed amount specified in Section V, Budget and Indirect Cost Rate, of the Grant Agreement.

C. All expenditures under this Grant Agreement will be in accordance with the State Fiscal Year categorical budgets below:

State Fiscal Year 2024

Legal Name of Respondent:		North Texas Behavioral Health Authority					
State Fiscal Year:		FY2024	Rider 52 CCR				
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds*	Other Funds	Local Funding Sources	In-Kind Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$65,000	\$65,000					\$0
B. Fringe Benefits	\$16,250	\$16,250					\$0
C. Travel	\$3,144	\$3,144					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$5,152	\$5,152					\$0
F. Contractual	\$687,674	\$687,674					\$0
G. Other	\$131,871	\$131,871					\$0
H. Total Direct Costs	\$909,091	\$909,091	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$90,909	\$90,909	\$0				\$0
J. Total (Sum of H and I)	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

State Fiscal Year 2025

Legal Name of Respondent:		North Texas Behavioral Health Authority					
State Fiscal Year:		FY2025	Rider 52 CCR				
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds*	Other Funds	Local Funding Sources	In-Kind Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$130,000	\$130,000					\$0
B. Fringe Benefits	\$32,500	\$32,500					\$0
C. Travel	\$3,144	\$3,144					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$3,504	\$3,504					\$0
F. Contractual	\$605,280	\$605,280					\$0
G. Other	\$134,663	\$134,663					\$0
H. Total Direct Costs	\$909,091	\$909,091	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$90,909	\$90,909	\$0				\$0
J. Total (Sum of H and I)	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

State Fiscal Year 2026

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

State Fiscal Year 2027

Legal Name of Respondent:		MH/CRR - North Texas Behavioral Health Authority - FY27					
	A	B	C	D	E	F	G
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	\$195,000	\$195,000					\$0
B. Fringe Benefits	\$54,600	\$54,600					\$0
C. Travel	\$0						\$0
D. Equipment	\$0						\$0
E. Supplies	\$0						\$0
F. Contractual	\$622,140	\$622,140					\$0
G. Other	\$45,804	\$45,804					\$0
H. Total Direct Costs	\$917,544	\$917,544	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$82,456	\$82,456					\$0
J. Total (Sum of H and I)	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0						

State Fiscal Year 2028

Legal Name of Respondent:		MH/CRR - North Texas Behavioral Health Authority - FY28					
	A	B	C	D	E	F	G
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	\$195,000	\$195,000					\$0
B. Fringe Benefits	\$54,600	\$54,600					\$0
C. Travel	\$0						\$0
D. Equipment	\$0						\$0
E. Supplies	\$0						\$0
F. Contractual	\$622,140	\$622,140					\$0
G. Other	\$45,804	\$45,804					\$0
H. Total Direct Costs	\$917,544	\$917,544	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$82,456	\$82,456					\$0
J. Total (Sum of H and I)	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0						

D. Cost Reimbursement Budget:

1. Grantee shall utilize the funding only for costs that are both allowable and approved by HHSC. If Grantee proposes to utilize funds for an expense not documented on the approved HHSC Contract No. HHS001222700007

cost reimbursement budget, Grantee shall notify HHSC in writing. HHSC will provide written notification if the requested expense is approved, provided the requested expense does not result in a change to the cost associated with the applicable budget category. Grantee must receive approval prior to utilizing the funds.

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

II. INVOICE SUBMISSION

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

(i.e., December 20th, March 20th, June 20th, and September 20th), Grantee must submit a Financial Status Report using Attachment A-4, System Navigator Pilot Program Financial Status Report Template (HHSC-provided template).

- E.** All Contract costs must be individually identifiable, verifiable and necessary to satisfy the requirements of this Contract.

- F.** Any required deliverables related to monthly reimbursement may be replaced by equivalents designated by HHSC's Grants Management System (GMS), and HHSC may alter the delivery method for these items to the Grants Management System with thirty (30) days prior written notice from HHSC's Contract Representative.

HEALTH AND HUMAN SERVICES
Contract Number HHS001222700007

Attachment C-2 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)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


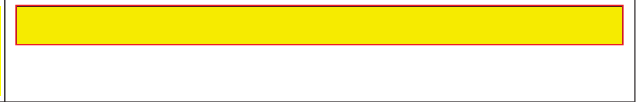


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation | <p>Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p> |
| <ol style="list-style-type: none"> 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. | |

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <div style="border: 1px solid red; height: 20px; width: 100%;"></div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: <input style="width: 80px;" type="text"/> * First Name: <input style="width: 250px;" type="text"/> Middle Name: <input style="width: 180px;" type="text"/> * Last Name: <input style="width: 420px;" type="text"/> Suffix: <input style="width: 100px;" type="text"/> * Title: <input style="width: 320px;" type="text"/>	
* SIGNATURE: <input style="width: 350px; height: 40px;" type="text"/>	* DATE: <input style="width: 100px; height: 20px;" type="text"/>

Certificate Of Completion

Envelope Id: 26E3F4B3-F1F1-4CE5-AF8F-CF1EEE84999F

Status: Sent

Subject: Amd. \$5,000,000.00; HHS001222700007; NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY A-2; HHSC/BHDAS/BHS/MH

Procurement Number:

Source Envelope:

Document Pages: 31

Signatures: 0

Envelope Originator:

Certificate Pages: 2

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Austin, TX 78756

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PCS_DocuSign@hhsc.state.tx.us

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Status: Original

Holder: Texas Health and Human Services

Location: DocuSign

5/15/2026 11:02:45 AM

Commission

PCS_DocuSign@hhsc.state.tx.us

Security Appliance Status: Connected

Pool: FedRamp

Signer Events

Signature

Timestamp

Carol Lucky

clucky@ntbha.org

CEO

North Texas Behavioral Health Authority

Security Level: Email, Account Authentication

(None)

Sent: 5/16/2026 9:05:50 PM

Viewed: 5/19/2026 2:19:10 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Trina Ita

Trina.Ita@hhs.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

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Carbon Copy Events

Status

Timestamp

MH Contracts

mhcontracts@hhs.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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Sent: 5/16/2026 9:05:49 PM

Carbon Copy Events	Status	Timestamp
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Mark Vogt mark.vogt01@hhs.texas.gov Contract Administration Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/16/2026 9:05:49 PM
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Meliah Martinez mmartinez@ntbha.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/16/2026 9:05:51 PM
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Heath Frederick hfrederick@ntbha.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/16/2026 9:05:51 PM
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Christopher Dickinson Christopher.Dickinson@hhs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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,RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 500-2026 Ratify HHSC Mental Health Grant for Justice-Involved Individuals, Amendment No. 1 for FY 2026 – FY 2029 (Contract No. HHS00154200025)

DATE: June 10, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of June 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 ratify the signature of the CEO on the HHSC Mental Health Grant for Justice-Involved Individuals Amendment No. 1 for FY 2026 – FY 2029 (Contract No. HHS00154200025).

DONE IN OPEN MEETING, this the 10th day of June 2026.

Recommend by:

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

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



BOARD OF DIRECTORS MEETING
Summary

DATE: June 10, 2026

AGENDA ITEM 12: Resolution 500-2026 – Ratify HHSC Mental Health Grant for Justice-Involved Individuals, Amendment No.1, for FY 2026 – FY 2029 (“HHS001545200025”)

RECOMMENDATION/MOTION:

Request for the Board to ratify NTBHA CEO, Carol Lucky, signature on the HHSC Contract No. HHS001545200025, the Mental Health Grant for Justice Involved Individuals (MHGJII) Contract Amendment No.1. Effective as of the date last signed.

BACKGROUND:

This HHSC-MHGJII Amendment No.1 extends the previous termination date to August 31st, 2029, and adds State funding for the additional FY27-FY28-FY29. Amendment No.2 additionally replaces both Contract Affirmations (v2.9) as well as HHS Contract Assurances. The MHGJII Attachment A: Statement of Work v1 is deleted in its entirety and replaced with Version 2. This includes the addition of program-specific requirements in the form of Contract Attachments A5-A10.

FINANCIAL INFORMATION:

This Contract Amendment No.2 reflects the increase of three additional fiscal years over the previous award amount. The total Grant Value, covering all four fiscal years shall not exceed: **\$22,720,256.00**.

Fiscal Year	HHSC Funds	Matching Funds	FY Totals
FY2026	\$2,840,032.00	\$2,840,032.00	\$5,680,064.00
FY2027	\$2,840,032.00	\$2,840,032.00	\$5,680,064.00
FY2028	\$2,840,032.00	\$2,840,032.00	\$5,680,064.00
FY2029	\$2,840,032.00	\$2,840,032.00	\$5,680,064.00
TOTAL VALUE	\$11,360,128.00	\$11,360,128.00	\$22,720,256.00

IMPLEMENTATION SCHEDULE: Upon approval by the NTBHA board.

ATTACHMENTS: 12. *HHSC MHGJII_HHS001545200025_AMD No.1_NTBHA*

ALIGNS WITH VISIONS #1, 2, 3 & 4

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001545200025
AMENDMENT NO. 1**

The **TEXAS HEALTH AND HUMAN SERVICES COMMISSION** (“System Agency” or “HHSC”) and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“Grantee” or “Contractor”), collectively referred to as the “Parties” to that certain Mental Health Grant for Justice-Involved Individuals, effective September 1, 2025, and denominated as HHSC Contract No. HHS001545200025 (the “Contract”), now desire to amend the Contract.

WHEREAS, the Parties desire to revise the statement of work and add supplemental documents;

WHEREAS, the Parties desire to revise reporting requirements;

WHEREAS, HHSC desires to exercise its option to renew the Contract through August 31, 2029, and increase State funding by \$5,680,064.00, match by \$5,680,064.00, and total contract value by \$11,360,128; and

WHEREAS, the Parties desire to update the contract affirmations.

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

1. **SECTION III, DURATION**, of the Contract is amended to reflect a revised termination date of August 31, 2029, unless terminated sooner pursuant to the terms and conditions of the Contract.
2. **SECTION IV, STATEMENT OF WORK**, of the Contract is deleted in its entirety and restated as follows:

The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, STATEMENT OF WORK, VERSION 2**.

The following table describes the applicability of different program type requirements and associated reporting to this Contract:

Active in This Contract	Document Attachment and Name
No	Attachment A-5, Jail-Based Competency Restoration Requirements
No	Attachment A-6, Outpatient Competency Restoration Requirements

Yes	Attachment A-7, Diversion Center Program Requirements
No	Attachment A-8, Mental Health Deputy Program Requirements
No	Attachment A-9, Outpatient Fitness to Proceed Program Requirements

3. **SECTION V, BUDGET AND INDIRECT COST**, of the Contract is deleted in its entirety and replaced as follows:

The total amount of this Grant Agreement will not exceed \$22,720,256.00. This includes the System Agency share of \$11,360,128.00 and Grantee’s required match amount of \$11,360,128.00.

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

Total Federal Funds: \$0.00
 Total State Funds: \$11,360,128.00

All expenditures under the Grant Agreement 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 G, INDIRECT COST RATE LETTER, DE MINIMIS ACKNOWLEDGEMENT**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

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

4. **SECTION VI, REPORTING REQUIREMENTS**, of the Contract is revised and restated as follows:

A. The delivery method for any listed report may be changed to HHSC’s Grant Management System with 30 days’ advanced written notice from HHSC’s Contract Representative.

B. Grantee shall submit the following reports:

Report	Frequency and Delivery Method	Due Date
<p>Annual Program Planning Packet</p> <ol style="list-style-type: none"> 1. MHGJII Program Design and Work Plan, for listed service types in ATTACHMENT A, STATEMENT OF WORK, Section II(C) 2. Policy and Procedure Manual (for each active program) 3. ATTACHMENT A-10, FUNDING SPLIT SUMMARY FOR MULTIPLE PROGRAMS 	<p>Annually, via email to the contract representative and MHContracts@hhs.texas.gov.</p>	<p>On or before September 30th of each State fiscal year.</p>
<p>Reimbursement Request, including:</p> <ol style="list-style-type: none"> 1. General Ledger; and 2. ATTACHMENT A-2, PROJECT EXPENDITURE REPORT 	<p>Monthly, via the CMBHS invoice module.</p>	<p>On or before the 30th Calendar day after the end of the service month.</p>
<p>ATTACHMENT A-1, MATCH CERTIFICATION FORM</p>	<p>Quarterly, via the CMBHS invoice module.</p>	<p>On or before the 30th Calendar Day of the month following the end of the State fiscal quarter.</p>
<p>ATTACHMENT A-3, PERFORMANCE MEASURE REPORT TEMPLATE</p>	<p>Quarterly, via email to the contract representative and MHContracts@hhs.texas.gov.</p>	<p>On or before the 30th Calendar Day of the month following the end of the State fiscal quarter.</p>

ATTACHMENT A-4, STATEWIDE BEHAVIORAL HEALTH COORDINATING COUNCIL (SBHCC) REPORT	Semi-annually, via email to the contract representative and MHContracts@hhs.texas.gov .	For the first half of the fiscal year, on or before September 30 th . For the second half of the fiscal year, on or before March 30 th .
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C. If **ATTACHMENT A-5, JAIL-BASED COMPETENCY RESTORATION (JBCR) REQUIREMENTS** applies in Section IV of this Contract, the following reports are required:

Report	Frequency and Delivery Method	Due Date
FORM MM, JBCR OUTCOME MEASURES*	Semi-annually, via email to the contract representative and MHContracts@hhs.texas.gov .	For the first half of the fiscal year, on or before September 30 th . For the second half of the fiscal year, on or before March 30 th .

D. If **ATTACHMENT A-6, OUTPATIENT COMPETENCY RESTORATION (OCR) REQUIREMENTS** applies in Section IV of this Contract, the following reports are required:

Report	Frequency and Delivery Method	Due Date
FORM I, OCR QUARTERLY EXPENDITURE AND TARGETS SERVED REPORT*	Quarterly, via email to the contract representative and MHContracts@hhs.texas.gov .	On or before the 15 th Calendar Day following the end of each State fiscal quarter reported.

E. If **ATTACHMENT A-7, DIVERSION CENTER PROGRAM REQUIREMENTS** applies in Section IV of this Contract, the following reports are required:

Report	Frequency and Delivery Method	Due Date
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FORM OO, DIVERSION CENTER CONTACTS*	Quarterly, via email to the contract representative and MHContracts@hhs.texas.gov .	On or before September 30th for the forthcoming fiscal year.
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F. If **ATTACHMENT A-8, MENTAL HEALTH DEPUTY (MHD) PROGRAM REQUIREMENTS** applies in Section IV of this Contract, the following reports are required:

Report	Frequency and Delivery Method	Due Date
FORM C, MHD QUARTERLY REPORTING FORM*	Quarterly, via email to the contract representative and MHContracts@hhs.texas.gov .	On or before the 30th Calendar Day of the month following the end of the State fiscal quarter.

G. If **ATTACHMENT A-9, OUTPATIENT FITNESS TO PROCEED PROGRAM REQUIREMENTS** applies in Section IV of this Contract, the following reports are required:

Report	Frequency and Delivery Method	Due Date
Fitness to Proceed Performance Measures and Outcomes Report, (Contractor-supplied template)	Quarterly, via email to the contract representative and MHContracts@hhs.texas.gov .	On or before the 30th Calendar Day of the month following the end of the State fiscal quarter.
Fitness to Proceed Curriculum (Contractor-supplied template)	Annually, via email to the contract representative and MHContracts@hhs.texas.gov .	On or before the 30th Calendar Day of the month following the end of the State fiscal quarter.

*These forms may be found at <https://www.hhs.texas.gov/providers/behavioral-health-services-providers-programs/behavioral-health-provider-resources/community-mental-health-contracts>

5. **ATTACHMENT A, STATEMENT OF WORK, VERSION 1**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT A, STATEMENT OF WORK, VERSION 2**, which is attached to this Amendment No. 1 and incorporated into and made part of the Contract for all purposes.
6. **ATTACHMENT A-5, JAIL-BASED COMPETENCY RESTORATION REQUIREMENTS**, of the Contract is attached to this Amendment No. 1 and incorporated into and made part of the Contract for all purposes.
7. **ATTACHMENT A-6, OUTPATIENT COMPETENCY RESTORATION REQUIREMENTS**, of

the Contract is attached to this Amendment No. 1 and incorporated into and made part of the Contract for all purposes.

8. **ATTACHMENT A-7, DIVERSION CENTER PROGRAM REQUIREMENTS**, of the Contract is attached to this Amendment No. 1 and incorporated into and made part of the Contract for all purposes.
9. **ATTACHMENT A-8, MENTAL HEALTH DEPUTY PROGRAM REQUIREMENTS**, of the Contract is attached to this Amendment No. 1 and incorporated into and made part of the Contract for all purposes.
10. **ATTACHMENT A-9, OUTPATIENT FITNESS TO PROCEED PROGRAM REQUIREMENTS**, of the Contract is attached to this Amendment No. 1 and incorporated into and made part of the Contract for all purposes.
11. **ATTACHMENT A-10, FUNDING SPLIT SUMMARY FOR MULTIPLE PROGRAMS**, of the Contract is attached to this Amendment No. 1 and incorporated into and made part of the Contract for all purposes.
12. **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS, VERSION 1**, 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 into and made part of the Contract for all purposes.
13. **ATTACHMENT C, CONTRACT AFFIRMATIONS, VERSION 2.5**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATIONS, VERSION 2.9**, which is attached to this Amendment No. 1 and incorporated into and made part of the Contract for all purposes.
14. This Amendment No. 1 shall be effective as of the date last signed below.
15. Except as modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
16. Any further revisions to the Contract shall be by written agreement of the Parties.
17. Each Party represents and warrants that the individual executing this Amendment No. 1 on its respective behalf has full power and authority to enter into this Amendment No. 1.

SIGNATURE PAGE FOLLOWS


**SIGNATURE PAGE FOR AMENDMENT NO. 1
HHSC CONTRACT NO. HHS001545200025**

HEALTH AND HUMAN SERVICES COMMISSION

NORTH TEXAS BEHAVIORAL HEALTH

Signed by:

C602FEDD087D4FD

DocuSigned by:

8CEA802CE00446E

Signature

Signature

Printed Name: Jordan Dixon

Printed Name: Carol Lucky

Title: Chief Behavioral Health, Disability and Aging Services Officer

Title: CEO

Date of Signature: May 26, 2026

Date of Signature: May 21, 2026

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

- | | |
|------------------------|---|
| ATTACHMENT A | STATEMENT OF WORK, VERSION 2 |
| ATTACHMENT A-5 | JAIL-BASED COMPETENCY RESTORATION REQUIREMENTS |
| ATTACHMENT A-6 | OUTPATIENT COMPETENCY RESTORATION REQUIREMENTS |
| ATTACHMENT A-7 | DIVERSION CENTER PROGRAM REQUIREMENTS |
| ATTACHMENT A-8 | MENTAL HEALTH DEPUTY PROGRAM REQUIREMENTS |
| ATTACHMENT A-9 | OUTPATIENT FITNESS TO PROCEED PROGRAM REQUIREMENTS |
| ATTACHMENT A-10 | FUNDING SPLIT SUMMARY FOR MULTIPLE PROGRAMS |
| ATTACHMENT B | BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL
REPORTING REQUIREMENTS, VERSION 2 |
| ATTACHMENT C | CONTRACT AFFIRMATIONS, VERSION 2.9 |

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

I. INTRODUCTION

The purpose of the Mental Health Grant for Justice-Involved Individuals (MHGJII), as directed by Texas Government Code, Chapter 547, Subchapter H, is to provide matching grants to county-based community collaboratives to reduce rates of recidivism, arrests, and incarcerations amongst people with mental illness and to also reduce wait times for people with mental illness placed on forensic commitment to a state hospital.

II. GRANTEE RESPONSIBILITIES

- A. Grantee shall provide services to people identified with a mental illness or co-occurring psychiatric and substance use disorder (COPSD). These people are at risk of involvement with the criminal justice system, have been arrested and incarcerated for the alleged commission of a crime, or adjudicated of a crime.
- B. Grantee's community collaborative shall:
1. Align with the mission, vision, and goals of the State Fiscal Years 2022-2026 Texas Statewide Behavioral Health Strategic Plan ("Strategic Plan") and address gaps, goals, and strategies identified in the Strategic Plan. The Strategic Plan is incorporated into the Contract by reference and posted at:
<https://www.hhs.texas.gov/sites/default/files/documents/hb1-statewide-bh-strategic-progress-report-fy22-fy26.pdf>;
 2. Reduce recidivism through a reduction in arrests and incarceration of people with a mental illness or COPSD;
 3. Reduce the total wait time for people placed on a forensic commitment to a state hospital, state-supported living center, contracted psychiatric bed, or outpatient competency restoration treatment program;
 4. Provide evidence-based mental health treatment for people involved in the criminal justice system;
 5. Promote the use of the Sequential Intercept Model, as defined in the Strategic Plan, to facilitate diversion strategies;
 6. Foster community partnerships among service providers, law enforcement, and courts;
 7. Increase sustainability by developing local community infrastructures;
 8. Eliminate barriers to behavioral health treatment;
 9. Increase the efficiency and efficacy of service delivery through data collection and evaluation to measure program outcomes;
 10. Evaluate program effectiveness in reducing recidivism and improving mental health outcomes; and
 11. Seek the expertise and inclusion of researchers, behavioral health service providers, forensic peers, criminal justice agencies, and other entities whose goal is to promote recovery among people with mental illness or COPSD.

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

C. Grantee shall provide services under this Statement of Work pursuant to the descriptions for the service type(s) outlined in Table 1 below.

Table 1 Service Type(s), Unduplicated Number Served Target(s), and Service Type Description(s)

#	Service Type	Unduplicated Number Served Target	Service Type Description
1	Diversion Center	240 each fiscal year	A facility that provides a physical, alternative location for law enforcement drop-off and other referral sources for adults ages 18 or older who present with a behavioral health crisis, mental illness, and co-occurring disorders who are at risk of justice system involvement to voluntarily obtain services including, at a minimum, a mental health and substance use disorder screening and crisis assessment, safety monitoring, medication management as appropriate, and continuity of care services.
2	In-Jail Services	1055 each fiscal year	Provide treatment and support for people with mental illness or co-occurring disorders who are currently incarcerated. Services may include but are not limited to mental health screenings, linkages to appropriate treatment, collaboration with judicial stakeholders, case management, therapeutic interventions, psychosocial rehabilitation, re-entry planning, peer support services, psychiatric care and continuity of care. In-jail services cannot include services the jail is required to provide by rule and statute. MHGJII cannot fund services the county is statutorily required to pay for.

D. Throughout the Grant Agreement’s term, Grantee shall meet all the statutory requirements of Texas Government Code, Chapter 547, Subchapter H.

E. Grantee shall enter into formal agreements (e.g., non-financial memoranda of understanding and agreement, or financial subcontracts) with all agencies or stakeholders identified as community collaborative members in Grantee’s Annual MHGJII Program Design or Annual MHGJII Work Plan.

F. Should a Grantee subcontract any Service Type(s) included in Table 1 above, Grantee expressly understands and acknowledges that in entering into such a subcontract(s), HHSC is in no manner liable to any subcontractor(s). Furthermore, in no event shall this provision

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

relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

- G. Grantee shall recruit, train and maintain qualified providers and staff members, as applicable, with documented competency in a manner that complies with the following:
1. 26 Texas Administrative Code (TAC), Chapter 301, Subchapter G, Division 2, §301.327(e) concerning Access to Mental Health Community Services;
 2. 26 TAC, Chapter 301, Subchapter G, Division 2, §301.329 concerning Medical Records System;
 3. 26 TAC, Chapter 301, Subchapter G, Division 2, §301.331 concerning Competency and Credentialing;
 4. 26 TAC, Chapter 307, Subchapter C concerning Jail-Based Competency Restoration Program;
 5. 26 TAC, Chapter 320, Subchapter A concerning Rights of Individuals Receiving Mental Health Services; and
 6. Requirements for the identification, prevention, and reporting abuse, neglect, and exploitation in accordance with the following:
 - a. Texas Department of Family and Protective Services, Adult Protective Services standards posted at https://www.dfps.texas.gov/Contact_Us/report_abuse.asp; and
 - b. Those standards set forth by the HHSC Office of the Ombudsman posted at <https://www.hhs.texas.gov/services/your-rights/hhs-office-ombudsman>.
- H. Grantee shall comply with Texas Human Resources Code, Chapter 48, and ensure staff complete required training as identified in Grantee's Annual MHGJII Work Plan and by HHSC.
- I. Grantee shall conduct criminal history background checks to ensure no program staff, officer, agent, intern, resident, or volunteer has been convicted, received a probated sentence, or deferred adjudication for any criminal offense that would constitute a bar to employment pursuant to Texas Health and Safety Code §250.006.
- J. Grantee shall conduct primary source verification for all licensed staff providing services under this Grant Agreement confirming that an individual possesses a valid license, certification or registration to practice her or his profession when required by law or regulation. Grantee shall require licensed staff promptly and fully disclose any potential action that may affect his/her licensure. Grantee shall conduct and document annual license reverification. All staff members who are required to be licensed must be in good standing with the State of Texas.
- K. Grantee shall perform a registry clearance for each staff member by conducting a review for reports of misconduct, including abuse, neglect, and exploitation, through the following:
1. The Employee Misconduct Registry maintained by HHSC in accordance with 26 TAC, Chapter 561; and
 2. The Nurse Aide Registry maintained by HHSC in accordance with 26 TAC, Chapter 556.
- L. Grantee shall collect and report to HHSC individual-level information for program participants using HHSC-approved instruments. Types of data reporting shall include, but are not limited

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

to:

1. Pre- and post-service assessment on each individual person served;
 2. Service amounts received per person served;
 3. Standard demographic information for each person served (*e.g.*, such as gender, race, ethnicity, income, education, and age); and
 4. Adverse events avoided for program participants.
- M. If JBCR is a listed service type in Section II(C) above, Grantee shall operate the JBCR program in accordance with requirements as outlined in **ATTACHMENT A-5, JAIL-BASED COMPETENCY RESTORATION REQUIREMENTS**.
- N. If OCR is a listed service type in Section II(C), Grantee shall operate the OCR program in accordance with requirements as outlined in **ATTACHMENT A-6, OUTPATIENT COMPETENCY RESTORATION REQUIREMENTS**.
- O. If Diversion Center is a listed service type in Section II(C), Grantee shall operate the Diversion Center program in accordance with requirements as outlined in **ATTACHMENT A-7, DIVERSION CENTER PROGRAM REQUIREMENTS**.
- P. If MHD is a listed service type in Section II(C), Grantee shall operate the MHD program in accordance with requirements as outlined in **ATTACHMENT A-8, MENTAL HEALTH DEPUTY PROGRAM REQUIREMENTS**.
- Q. If Youth Services is a listed service type in Section II(C) and the program design includes Outpatient Fitness to Proceed services, Grantee shall operate the program in accordance with requirements as outlined in **ATTACHMENT A-9, OUTPATIENT FITNESS TO PROCEED PROGRAM REQUIREMENTS**.

III. DELIVERABLE SUBMISSION AND PERFORMANCE REPORTING

- A. HHSC will monitor the Grantee's performance of the requirements outlined in **ATTACHMENT A** and compliance with the Grant Agreement's terms and conditions.
- B. Grantee must provide all applicable reports in the format specified by HHSC in an accurate, complete, and timely manner and must maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports or other requested information may result in HHSC, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions afforded under this Grant Agreement. Grantee shall electronically submit required reports to MHContracts@hhs.texas.gov, with a copy to the HHSC Contract Representative and HHSCForensicsAndJailDiversionServices@hhs.texas.gov.
- C. On or before September 30th of each State fiscal year (*i.e.*, beginning September 1st and ending August 31st), Grantee shall submit to HHSC for approval the following documents for each Service Type listed in Table 1 above:

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1. Annual MHGJII Program Design; and
 2. Annual MHGJII Work Plan.
- D. Grantee may request revisions to its Annual MHGJII Program Design or Annual MHGJII Work Plan at any point during the Grant Agreement's term. HHSC must approve revisions that are minor administrative changes prior to implementation. However, proposed changes to the Service Type(s) and Unduplicated Number Served Target(s) outlined in Table 1 above will require a formal Grant Agreement amendment prior to implementation. HHSC will amend the Grant Agreement if Grantee's modification to the Service Type(s) and/or Unduplicated Number Served Target(s) is approved. Grantee's requested modification to the Service Type(s) and/or Unduplicated Number Served Target(s) is not authorized, and funds cannot be utilized to support the modifications until the Grant Agreement amendment is executed.
- E. Grantee may revise its Annual MHGJII Cost Reimbursement Budget at any point during the Grant Agreement's term, subject to the revision requirements outlined in Grant Agreement **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION AND FINANCIAL REPORTING REQUIREMENTS, VERSION 2**.
- F. Grantee shall submit a quarterly performance measure report on or before the 30th calendar day following the end of each State fiscal quarter (*i.e.*, Quarter 1 report due December 30th, Quarter 2 report due March 30th, Quarter 3 report due June 30th, Quarter 4 report due September 30th). **ATTACHMENT A-3, PERFORMANCE MEASURE REPORT TEMPLATE** includes an example of the type of information required within this report. HHSC reserves the right to require the reporting of specific performance measures based on service type.
- G. Grantee shall submit a Statewide Behavioral Health Coordinating Council (SBHCC) report on or before the 30th calendar day following the end of each State fiscal year half (*i.e.*, First Half report due March 30th, and Second Half report due September 30th). **ATTACHMENT A-4 STATEWIDE BEHAVIORAL HEALTH COORDINATING COUNCIL (SBHCC) REPORTS EXAMPLE** includes an example of the type of information required within this report.
- H. If JBCR is a listed service type in Section II(C) above, Grantee shall submit required performance measures as outlined in Section VII of **ATTACHMENT A-5, JAIL-BASED COMPETENCY RESTORATION REQUIREMENTS**.
- I. If OCR is a listed service type in Section II(C), the Grantee shall submit required performance measures as outlined in Section III of **ATTACHMENT A-6, OUTPATIENT COMPETENCY RESTORATION REQUIREMENTS**.
- J. If Grantee's identified service type in Section II(C) includes a Diversion Center Program, Grantee shall submit required performance measures as outlined in Section III of **ATTACHMENT A-7, DIVERSION CENTER PROGRAM REQUIREMENTS**.
- K. If Grantee's identified service type in Section II(C) includes a Mental Health Deputy (MHD) Program, Grantee shall submit required performance measures as outlined in Section III of **ATTACHMENT A-8, MENTAL HEALTH DEPUTY PROGRAM REQUIREMENTS**.

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STATEMENT OF WORK, VERSION 2**

- L. If Grantee's identified service type in Section II(C) includes Youth Services and the program design includes Outpatient Fitness to Proceed services, Program, Grantee shall submit required performance measures as outlined in Section III of **ATTACHMENT A-9, OUTPATIENT FITNESS TO PROCEED PROGRAM REQUIREMENTS**.
- M. If Grantee has more than one (1) service identified in Section II(C), then Grantee shall submit **ATTACHMENT A-10, FUNDING SPLIT SUMMARY FOR MULTIPLE PROGRAMS** annually, on or before September 30, via email to the contract representative and MHContracts@hhs.texas.gov.

IV. OUTCOME IF GRANTEE CANNOT COMPLETE REQUIRED PERFORMANCE

Unless otherwise specified in this Statement of Work, if Grantee cannot complete or otherwise comply with a requirement included in this Statement of Work, HHSC, at its sole discretion, may impose remedies outlined under Grant Agreement Attachment D (Uniform Terms and Conditions) Section 9.1 (Remedies).

ATTACHMENT A-5
JAIL-BASED COMPETENCY RESTORATION REQUIREMENTS

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

**ATTACHMENT A-6
OUTPATIENT COMPETENCY RESTORATION REQUIREMENTS**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

ATTACHMENT A-7 DIVERSION CENTER PROGRAM REQUIREMENTS

I. PURPOSE

A Diversion Center provides on-demand crisis evaluation and care services for people brought in by law enforcement or other entities as deemed eligible by the Grantee for 24 hours a day, seven days a week. Diversion Centers serve as an alternative location for law enforcement to drop off adults ages 18 or older with mental illness or co-occurring disorder(s) who are at risk of arrest and do not meet criteria for acute crisis requiring an emergency detention or inpatient commitment.

The Diversion Center program shall be designed to:

- A. Divert people with behavioral health needs from jails.
- B. Minimize law enforcement officers' waiting and driving time related to incidents involving a behavioral health crisis or condition.
- C. Reduce recidivism of Diversion Center participants. Recidivism is defined for the purposes of this Contract as a reduction in the number of rearrests or returns to the local county jail by a person with mental illness.
- D. Reduce the number of days spent in jail per year by Diversion Center participants.
- E. Increase adherence to outpatient, recovery-oriented services and supports.

II. GRANTEE RESPONSIBILITIES

The Grantee's Diversion Center program shall:

- A. Operate a Diversion Center to serve adults ages 18 or older with mental illness or co-occurring disorders who meet the eligibility criteria set by the Grantee.
- B. Maintain contractual relationships that integrate service elements with core providers, including as applicable: mental health services (including psychiatric treatment and medication management), substance use services, health care services, vocational and educational services, peer support services, transportation services, housing support services, crisis management, service coordination and case management, life skills training, and other services and supports as may be deemed appropriate and applicable during the term of this Contract.
- C. Enhance external stakeholder partnerships through activities that increase the frequency of direct communication and coordination across systems. Stakeholders may include law enforcement, the judiciary, recovery organizations, housing organizations, faith-based communities, families, and other community partners.
- D. Foster community collaboration through activities, including outreach to community partners and in-person stakeholder meetings.

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DIVERSION CENTER PROGRAM REQUIREMENTS

- E. Encourage greater continuity of care for people receiving services through a diverse local provider network.

- F. Develop and submit written Policies and Procedures for HHSC review and approval. Upon HHSC approval, Grantee shall implement such written policies and procedures that:
 - 1. Describe eligibility, intake screening and crisis assessment, safety monitoring, medication management, treatment planning, transition and continuity of care planning, and discharge planning with a local mental health authority (LMHA), local behavioral health authority (LBHA), or local intellectual and developmental disability authority (LIDDA), or a subcontractor of an LMHA, LBHA, or LIDDA, or other service provider.
 - 2. Describe service coordination and referrals to external clinical and non-clinical services and supports, inclusive of peer recovery services such as referral support groups, recovery organizations, or clubhouses.
 - 3. Describe the admission and drop-off process for law enforcement.
 - 4. Assess participants for suicidal and homicidal ideation and address any facility-based issues as well as address the degree of suicidal and homicidal ideation by developing an individualized suicide and homicide prevention plan.
 - 5. Address how provider staff members ensure the ongoing care and treatment of the person and maintain an overall therapeutic environment during evenings and weekends, including addressing a behavioral health crisis or physical health crisis consistent with the requirements applicable to LMHAs and LBHAs in 26 Texas Administrative Code (TAC) §301.351(a) and (e) relating to Crisis Services.
 - 6. Clearly define the role of Certified Peer Specialists in the Diversion Center continuum of care.

- G. Maintain responsibilities for quality management and utilize an electronic program management application to track the following aspects of the Diversion Center for quality management:
 - 1. Effectiveness;
 - 2. Efficiency;
 - 3. Reduction in risk;
 - 4. Access to care;
 - 5. Service coordination;
 - 6. Participant satisfaction; and
 - 7. Stakeholder satisfaction.

- H. Provide services in accordance with this Statement of Work and any subsequent service revisions approved by HHSC. For Diversion Center service provision, Grantee shall:
 - 1. Ensure admissions to the Diversion Center are voluntary.
 - 2. Ensure services include, at a minimum, mental health and substance use disorder screening and crisis assessment, safety monitoring, medication management, and continuity of care services, including identifying and linking the person with services necessary to support transition to routine care.
 - 3. Provide services that may also include mental health and substance use treatment, routine case management, continuity of care crisis follow-up, crisis services, residential services, housing resources, peer support services, and other community resources.

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4. Coordinate mental health care and substance use services for people with mental illness or co-occurring disorders with other transition support services.
 5. Monitor the delivery of the Diversion Center services to ensure the services meet standards as specified in Section II of this Statement of Work.
- I. Maintain the following for staffing operations and oversight requirements:
1. Recruit, train, and maintain qualified staff with documented competency on the following:
 - a. 26 TAC, Chapter 301, Subchapter G, Division 2, §301.327(e) concerning Access to Mental Health Community Services;
 - b. 26 TAC, Chapter 301, Subchapter G, Division 2, §301.329 concerning Medical Records System; and
 - c. 26 TAC, Chapter 301, Subchapter G, Division 2, §301.331 concerning Competency and Credentialing.
 2. Ensure all staff members are trained and demonstrate competency, prior to providing services, with:
 - a. The requirements set forth in 26 TAC, Chapter 320, Subchapter A concerning Rights of People Receiving Mental Health Services; and
 - b. Identifying, preventing, and reporting abuse, neglect, and exploitation to the Texas Department of Family and Protective Services, Adult Protective Services or the HHSC Office of the Ombudsman as set forth in applicable state laws and rules.
 3. Use a protocol for preventing and managing aggressive behavior, including preventative de-escalation intervention strategies.
 4. Ensure that any staff members who interact with the target population are acting within the scope of their practice and have demonstrated minimum knowledge, technical, and interpersonal competencies prior to providing services.
 5. Conduct criminal history background checks to ensure no Diversion Center program staff, officer, agent, intern, resident, or volunteer, who has not already passed a background check as part of professional licensing or certification, has been convicted of or received a probated sentence or deferred adjudication for any criminal offense that would constitute a bar to employment pursuant to Texas Health and Safety Code §250.006.
 6. Conduct primary source verification for all licensed or certified staff positions providing services under this Contract. Grantee shall require staff to disclose any potential action that may affect his or her licensure or certification in accordance with the reporting required by the regulating authority over the license or certification. Grantee shall conduct and document annual reverification and ensure good standing.
 7. Conduct a registry clearance by conducting a review for reports of misconduct, including abuse, neglect, and exploitation through the Employee Misconduct Registry maintained by HHSC in accordance with 26 TAC, Chapter 561, in addition to the Nurse Aide Registry maintained by HHSC in accordance with 26 TAC, Chapter 556.
 8. Provide verification to HHSC of criminal background checks, licensure, and registry clearance upon request.
 9. Maintain records that document Diversion Center services are delivered by staff members who act within their scope of practice, and have demonstrated the following minimum knowledge, technical, and interpersonal competencies prior to providing services:
 - a. Knowledge that mental health and substance use disorders are potentially recurrent, relapsing disorders;

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- b. Knowledge of the current Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association, diagnostic criteria for psychiatric disorders and substance use disorders, and the relationship between psychiatric disorders and substance use disorders;
 - c. Knowledge appropriate to their roles in the provision of effective mental health services for Diversion Center participants, including counseling, psychosocial rehabilitation, and evidence-based practices such as Illness Management and Recovery, Cognitive Behavioral Therapy or Dialectical Behavioral Therapy;
 - d. Knowledge regarding the increased risks of self-harm, suicide, and violence in Diversion Center participants;
 - e. Knowledge of the elements of an individualized treatment plan for Diversion Center participants;
 - f. Basic knowledge of pharmacology as it relates to Diversion Center participants;
 - g. Knowledge of the provision of care that is recovery-oriented, trauma-informed, and person-centered;
 - h. Understanding of the benefit of incorporating peer specialists as part of the Diversion Center participant's substance use, mental health recovery program or both;
 - i. Understanding of basic criminogenic risk and needs and case management for people with current or former justice involvement; and
 - j. Knowledge of the criminal justice system and criminal justice stakeholders.
10. Ensure that the Diversion Center staffing pattern includes:
- a. 24 hours per day, seven days per week, 365 days per year access to a Licensed Practitioner of the Healing Arts (LPHA) or Qualified Mental Health Professional (QMHP), who shall also act as a liaison between the Diversion Center, law enforcement, and other stakeholders;
 - b. Nursing staff, including at minimum a Registered Nurse (RN), on call for emergencies, supervision and consultation. If an RN is not on site, the RN shall be available to provide face-to-face services as soon as possible, either in-person or via telemedicine technology;
 - c. A psychiatrist, who serves as the medical director for all Diversion Center services and approves all written procedures and protocols; and
 - d. A physician (preferably a psychiatrist), Physician's Assistant or APRN (preferably with mental health training or certification) who shall be available to provide face-to-face services either in-person or via telemedicine technology.
- J. Ensure admission procedures include at minimum:
- 1. A crisis screening as defined in 26 TAC, Subchapter G, §301.303;
 - 2. An assessment of suicidal and homicidal ideation;
 - 3. An explanation, provided verbally and in writing, of the Diversion Center participants' rights, as specified in 26 TAC, Chapter 320, Subchapter A concerning Rights of People Receiving Mental Health Services, no later than 23 hours after admission; and
 - 4. A crisis treatment plan that shall address:
 - a. Interventions provided;
 - b. Outcomes expected;
 - c. Plans for follow-up and aftercare;

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- d. Referrals provided; and
 - e. Safety planning for people found at risk of harm to self or others.
- K. Provide treatment services based on project design and in accordance with all applicable federal or state laws, rules, regulations, standards, and guidelines, as amended, including the following:
- 1. 26 TAC, Chapter 301, Subchapters G and H;
 - 2. 26 TAC, Chapter 306, Subchapter A;
 - 3. 26 TAC, Chapter 320, Subchapters B and D;
 - 4. [Information Item V, Crisis Service Standards](#);
 - 5. [Information Item T, Jail Match Report and Jail Diversion Standards](#);
 - 6. Health Insurance Portability and Accountability Act of 1996 (HIPAA); and
 - 7. Other applicable federal and state laws, including:
 - a. 42 Code of Federal Regulations (CFR), Chapter 1, Subchapter A, Part 2;
 - b. 42 CFR, Chapter 1, Subchapter D, Part 51; and
 - c. Texas Health and Safety Code, Chapters 181, 595, and 611; and §533.009, §533.035(a), §533.0356(a), §576.005, §576.0055, §576.007, and §614.017.
- L. For discharge planning, Grantee shall:
- 1. Require staff members, upon admission of a Diversion Center participant, to begin discharge planning, and initiate continuity of care coordination with the LMHA, LBHA, subcontractors of the LMHA or LBHA, inpatient mental health facility, or other community resources as appropriate.
 - 2. Require a reasonable and appropriate discharge plan to be developed in accordance with 26 TAC, Chapter 306, Subchapter D, Division 5, Subsection (d)(1). The discharge plan shall be developed in conjunction with the Diversion Center participant, the current treatment providers, the designated LMHA, LBHA, subcontractors of the LMHA or LBHA, or other provider, the Legally Authorized Representative (LAR), the court(s) when appropriate, and any other person authorized by the Diversion Center participant. The Diversion Center program staff is responsible for notifying parties involved in discharge planning of scheduled staffing and reviews.
 - 3. Include in the written discharge plan:
 - a. A description of recommended clinical services and supports needed by the Diversion Center participant after discharge or transfer;
 - b. A description of problems identified at discharge or transfer, which may include any issues that disrupt the Diversion Center participant's stability;
 - c. The Diversion Center participant's goals, interventions, and objectives as outlined in the participant's discharge plan;
 - d. Referrals to non-clinical supports like support groups, recovery organizations, and clubhouses; and
 - e. Diagnosis (if applicable).
 - 4. Ensure a discharge planning procedure that, at a minimum:
 - a. Delivers mental health services, such as counseling, as appropriate to prepare the Diversion Center participant, LAR, and family member, if any, for care after discharge or transfer;

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- b. Identifies a community provider, clinical services and supports, in conjunction with the Diversion Center participant, LAR and family member, to determine location of referral services or supports after discharge or transfer;
 - c. Facilitates ongoing services at the most appropriate available Level of Care prior to discharge from the Diversion Center; and
 - d. Requires the Diversion Center to collaborate and coordinate, immediately upon admission and as available, with community partners and the Diversion Center participant to provide needed supports and access to treatment.
- M. For service revision amendments, if Grantee determines at any time that Grantee wants to revise its program design or targets, Grantee shall submit in an email to the HHSC Contract Manager, and the Forensic and Jail Diversion Services mailbox at HHSCForensicsAndJailDiversionServices@hhs.texas.gov.
- 1. All proposed revisions in program design, which shall include a description of:
 - a. Proposed revision of services;
 - b. Staffing pattern including credentials;
 - c. Sub-contracted service provider(s);
 - d. Sub-contracted management oversight, when applicable;
 - e. Justification for the proposed revision; and
 - f. The number of Diversion Center beds.
 - 2. HHSC will approve or deny the revision request in writing and at its sole discretion. If approved, an amendment to this Contract shall then be processed to support the revision request.
- N. Grantee shall ensure all services provided under this Statement of Work are:
- 1. Accessible, appropriate, person and family centered;
 - 2. Delivered using a trauma-informed approach;
 - 3. Implemented with 100% model fidelity to an evidence-based program or based upon best available research, if applicable;
 - 4. Planned in partnership with people receiving services and inclusive of peers and family members;
 - 5. Provided in an environment that is most appropriate and based on a person's preference;
 - 6. Provided in a culturally and linguistically sensitive manner;
 - 7. Tailored to a person's unique strengths and needs; and
 - 8. Delivered within a continuum of care using a holistic method that integrates mental health services with other services, including substance use disorder, intellectual or developmental disability, and physical health services.

III. PERFORMANCE MEASURES

- A. The terms of this Statement of Work, including the following performance measures, will be used to assess Grantee's effectiveness in providing the required services as described in this Statement of Work. No terms of the Contract, in which this Statement of Work is incorporated, are waived.
- B. The following reports and documents shall be submitted as specified below:

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1. Grantee shall submit service delivery data reports using **Form OO, Diversion Center Contacts**, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts> no later than (30) calendar days after the end of each state fiscal year quarter; and
2. Grantee shall report service delivery using procedure codes data in the current version of Mental Health Service Array (Information Mental Health Service Array Combined) which can be found in the Mental Retardation and Behavioral Health Outpatient Warehouse, in the CA General Warehouse Information folder, incorporated by reference and posted on HHSC's IAMOnline page: <https://iamonline.hhs.state.tx.us>.
3. Grantee shall collect and report to HHSC information for program participants using HHSC-approved instruments and reporting tools. HHSC may negotiate additional performance measures with Grantees using a standardized menu of outputs and outcomes that will align with the type of work funded. Types of data shall include, but are not limited to:
 - a. Pre- and post-service assessments;
 - b. Services delivered;
 - c. Standard demographic information (e.g., gender, age, race, ethnicity, income, and educational attainment); and
 - d. Prevention of adverse events.

IV. HHSC RESPONSIBILITIES

- A. HHSC will provide consultation to Grantee in the review, assessment, and development of the Diversion Center by:
 1. Meeting regularly (e.g., monthly or more frequently as needed) with Grantee through coordination calls to assess Grantee's technical assistance needs and to monitor status of the Diversion Center development.
 2. Providing timely review and input of program goals and objectives.
 3. Providing subject matter expertise and guidance on relevant data, programs, research, and best practices.
 4. Providing active input with information and resources that can help to support the activities of the Grantee.
 5. Providing input and review of Grantee's quarterly reports.

V. FACILITY REQUIREMENTS

If Grantee operates a Diversion Center as a facility identified in Information Item V, such as Walk-In Crisis Services, Extended Observation Unit, Crisis Residential Services or Crisis Respite Services, the Grantee shall align the Diversion Center facility with the applicable facility requirements outlined in **Information Item V, Crisis Service Standards**.

The following requirements apply to Diversion Centers that do not hold a facility license or do not operate under the standards of a facility identified in **Information Item V, Crisis Service Standards**.

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- A. Grantee shall ensure the facility:
1. Be clearly marked from the street and the LMHA or LBHA shall include the location in printed and online service literature and social media accounts, as well as in community resource directories;
 2. Have at least one designated area where people, who have been assessed by staff members and deemed to be at imminent risk of harm to themselves or others in their immediate environment, can be safely maintained and observed until transported to a higher level of care;
 3. Provides a clean and safe environment and has written policies and procedures for monitoring environmental safety in accordance with 26 TAC §301.323;
 4. Receive a pre-operational on-site review by HHSC Quality Management (QM) before opening to the public to provide services at the physical location for the first time after new construction, renovation, or remodeling, or if services are provided at a new physical location;
 5. Report any changes in programming, construction, or facility to the HHSC Contract Manager;
 6. Designs and constructs at least 10 percent of people' bedrooms and toilets and all public use and common use areas to be American with Disabilities Act (ADA) accessible; and,
 7. Complies with standards in the most recent version of:
 - a. 28 CFR, Part 36;
 - b. Americans With Disabilities Act's Accessibility Guidelines; and
 - c. Texas Accessibility Standards, Texas Government Code Chapter 496, and all applicable sections of TAC.
- B. For treatment and observation, Grantee shall provide:
1. Separate child, adolescent, and adult treatment and observation areas in facilities where services are provided for children and adolescents;
 2. Designated staff to monitor at all times the area with chairs or beds in a shared room or bedrooms, if operating a 23-hour observation facility; and
 3. Privacy for the protection of confidentiality, when an individual provider, or a staff member, is obtaining any information protected under the HIPAA rules or other applicable federal or state laws concerning confidentiality.
- C. Grantee shall ensure, for safe and proper medication administration, that:
1. Medications kept on-site are locked at all times.
 2. Medications that require special climatic conditions such as refrigeration, darkness, or to be tightly sealed shall be stored properly.
- D. For water, waste, trash and sewage services, Grantee shall:
1. Provide a water supply of safe, sanitary quality, suitable for potable use, adequate in quantity and pressure and shall be obtained from an approved water supply system;
 2. Discharge wastewater and sewage into an approved sewage system, or an onsite sewage facility approved by the Texas Commission on Environmental Quality or its authorized agent;

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3. Dispose of water, trash, and garbage from the premises at regular intervals in accordance with state and local practices. Excessive accumulation must not be permitted. The facility must comply with 26 TAC, Chapter 301, Subchapter H;
 4. Provide hot water for lavatories and bathing units maintained between 100 degrees Fahrenheit and 120 degrees Fahrenheit; and
 5. Provide a supply of hot and cold water. Hot water for sanitizing must reach 180 degrees Fahrenheit or the manufacturer's suggested temperature for chemical sanitizers.
- E. For windows, pest control, and storage, Grantee shall:
1. Screen operational windows with an insect screen;
 2. Provide an ongoing pest control program by staff or a licensed pest control company. The least toxic and flammable effective chemicals must be used;
 3. Maintain storage areas in an organized manner. The Grantee shall ensure that the facility provides sufficient, appropriate, and separate storage spaces or areas for the following:
 - a. Administration and clinical records;
 - b. Office supplies;
 - c. Medications and medical supplies locked in a secure container;
 - d. Food preparation (if serving food); and,
 - e. Equipment supplied by the facility for individual needs, such as wheelchairs, walkers, beds, mattresses, cleaning supplies, food storage, clean linens and towels, lawn and maintenance equipment, soiled linen storage or holding rooms, and kitchen equipment;
 4. Store poisons and other hazardous materials in a locked area and kept separate from all food and medications;
 5. Not permit storage in attic spaces;
 6. Clean and maintain floors, which must be in good condition; and
 7. Structurally maintain, repair, paint, and clean walls and ceilings as needed.
- F. For building repair, maintenance and cleaning, Grantee shall ensure the facility:
1. Be kept free of accumulations of dirt, rubbish, dust, and hazards;
 2. Be kept in good repair and electrical, heating, and cooling systems maintained in a safe manner; and
 3. Provide cooling and heating for occupant comfort. Conditioning systems must be capable of maintaining the comfort range of 68-degrees Fahrenheit to 82-degrees Fahrenheit in areas where people receive services.
- G. For individual safety, Grantee shall ensure:
1. Individual bedrooms, bathrooms, and other private or unsupervised areas used by people be free of materials that could be utilized by a person to attempt, or to die by suicide, or to harm or kill others. Such items include but are not limited to:
 - a. Ropes;
 - b. Cords (including window blind cords);
 - c. Sharp objects;
 - d. Substances that could be harmful if ingested; and,
 - e. Extended ceiling fans.

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- H. For universal precautions, Grantee shall:
1. Provide first aid kits sufficient for the number of people served at the facility;
 2. Provide sharps containers that are puncture-resistant, leak-proof, and labeled;
 3. Store poisons and other hazardous materials in a locked area and store separately from all medications and food; and
 4. Provide running water or dry-wash disinfectant for staff where sinks are not readily available.
- I. For main area displays, Grantee shall:
1. Prominently display the following in areas frequented by people:
 - a. Contact information for the Rights Protection Officer;
 - b. Contact information with instructions on how to make an abuse, neglect, or exploitation report and the toll-free number for reporting abuse and neglect;
 - c. A notice stating the name, address, telephone number, Telecommunications Device for the Deaf (TDD) or Teletypewriter (TTY) telephone number, FAX, and e-mail address of the staff responsible for ADA compliance;
 - d. Display postings in English and in a second language(s) appropriate to the population(s) served in the local service area, including:
 - i. A list of names of all staff members permitted access to the medication room located in, near, or within the medication room; and
 - ii. 911 as the emergency contact is located at, or within view of, the telephone.
- J. For food safety, Grantee shall ensure:
1. Dating of food that is subject to spoilage.
 2. Maintaining a supply of staple foods for a minimum of a four-day period and perishable foods for a minimum of a one-day period on premises.
 3. Providing a means for washing and sanitizing all dishes and cooking utensils.
 4. If the facility provides nutritional services, the kitchen or dietary area shall:
 - a. Meet the general food service needs of the people;
 - b. Include provisions for the storage, refrigeration, preparation, and serving of food, for dish and utensil cleaning, and for refuse storage and removal;
 - c. Separate soiled and clean dish areas and maintain for drying in a manner that promotes air flow; and
 - d. Implement procedures in kitchens and laundry to avoid cross-contamination between clean and soiled utensils and linens.
 5. Facilities that prepare meals in a centralized kitchen on-site shall:
 - a. Pass an annual kitchen health inspection as required by law;
 - b. Address immediately any deficiencies found during any health inspection; and
 - c. Post the current food service permit from the local health department.
- K. For life safety, Grantee shall ensure the facility:
1. Comply with the most recent edition of the National Fire Protection Association's Life Safety Code (NFPA 101) as adopted by the State Fire Marshal, or with the International Fire Code (IFC). Determination of the specific code to be applied is determined by the local fire authorities having jurisdiction.

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2. Be classified as to the type of occupancy and incorporate all life safety protections set forth in the applicable code as defined by the local fire authority.
3. Ensures safety in the event of fire, including:
 - a. Conducting fire drills and calculating evacuation scores in accordance with the fire code under which the facility is inspected.
 - b. Having in effect and available to all supervisory staff written copies of a plan for the protection of all people in the event of fire and for their remaining in place, for their evacuation to areas of refuge, and from the building when necessary. The written plan shall:
 - i. Identify special staff actions, including fire protection procedures, needed to ensure the safety of any person;
 - ii. Indicate that all staff are periodically instructed and informed of their duties and responsibilities under the plan;
 - iii. Be amended or revised as needed;
 - iv. Require documentation that reflects the current evacuation capabilities of the people; and
 - v. Be readily available at all times within the facility.
4. For disaster planning, Grantee shall:
 - a. Develop and implement written protocols and instructions for disasters and other emergencies, in accordance with 26 TAC §301.323 relating to Environment of Care and Safety, and make copies available to all supervisory personnel.
 - b. Write a disaster plan to address the following:
 - i. Direction and control;
 - ii. Warning;
 - iii. Communication;
 - iv. Sheltering arrangements;
 - v. Evacuation;
 - vi. Transportation;
 - vii. Health and medical needs;
 - viii. Resource management; and
 - ix. Processes for identifying and assisting people who have mobility limitations, or other special needs, who may require specialized assistance within the facility or during facility evacuation.
5. For recorded inspections, Grantee shall ensure the facility:
 - a. Provides a safe environment
 - b. Completes required inspections and keeps a current file of reports and other documentation to demonstrate compliance with applicable laws and regulations. Grantee shall ensure files and records are recorded annually, quarterly, or other periodic inspections are signed and dated. The following initial and annual inspections and maintenance are required and shall be kept on file:
 - i. Local fire safety inspection as described in subsection (6) below;
 - ii. Alarm system inspection by the fire marshal or an inspector authorized to install and inspect alarm systems;
 - iii. Gas pipe pressure test once every three years by the local gas company or a licensed plumber, as required by facility type or licensure;

ATTACHMENT A-7
DIVERSION CENTER PROGRAM REQUIREMENTS

- iv. Monthly inspection and annual maintenance of fire extinguishers by personnel licensed or certified to perform the inspection; and
 - v. Inspection of liquefied petroleum gas systems by an inspector certified by the Texas Railroad Commission, when applicable.
6. For fire safety inspections, Grantee shall ensure:
- a. Initial and ongoing inspections for compliance with the applicable code conducted by a fire safety inspector certified by the Texas Commission on Fire Protection or by the State Fire Marshal. Grantee is responsible for:
 - i. Arranging these inspections and ensuring that these inspections are carried out promptly;
 - ii. Ensuring the initial and ongoing reports are signed by the certified inspector performing the inspection;
 - iii. Keeping the reports on file and being readily available for review by the state;
 - iv. Reporting all fires causing damage to the facility or to equipment to the HHSC Contract Manager within 72 hours; and,
 - v. Reporting any fire causing injury or death to the HHSC Contract Manager immediately. Notification must be by telephone during normal business hours and by e-mail during other times, with a follow-up telephone call to the Contract Manager on the first business day following the event.
 - b. Staff shall take immediate corrective action to bring the facility into compliance with the applicable code if the Certified Fire Inspector finds that the facility does not comply with one or more requirements set forth in the applicable fire code. The corrective action shall include:
 - i. Actions necessary to ensure the health and safety of people residing in the facility during the time the repairs or corrections are being completed;
 - ii. Recording on file the date for a return inspection by the Certified Fire Inspector to review the corrective actions; and
 - iii. Recording on file documentation by the Certified Fire Inspector that all deficiencies have been corrected and that the facility is in full compliance with all applicable codes.
- L. If Grantee becomes aware that any of the required conditions in Section VI(A-K) are not being met, Grantee shall immediately notify System Agency in writing, including details on the impact of the ability to conduct services, and take immediate corrective action to bring the facility into compliance.

**ATTACHMENT A-8
MENTAL HEALTH DEPUTY PROGRAM REQUIREMENTS**

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

ATTACHMENT A-9
OUTPATIENT FITNESS TO PROCEED PROGRAM REQUIREMENTS

**THIS STATEMENT OF WORK IS NOT CURRENTLY APPLICABLE TO THIS
CONTRACT**

Attachment A-10, Funding Split Summary for Multiple Programs

		Contractor		
		Fiscal Year		
Program Type		Total Funds	HHSC Funds	Match
1				
2				
3				
4				
5				
6				
Totals		\$0.00	\$0.00	\$0.00

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 \$11,360,128.00.

C. Total match for the project period is not to exceed \$11,360,128.00.

D. Cost Reimbursement Budget:

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

ATTACHMENT B

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

II. GRANTEE’S ANNUAL COST REIMBURSEMENT BUDGET

FY 2026

Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match
				Check if Cash Match	Check if Cash Match	Check if Cash Match	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A. Personnel	\$988,500	\$988,500					\$0
B. Fringe Benefits	\$247,125	\$247,125					\$0
C. Travel	\$6,184	\$6,184					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$22,748	\$22,748					\$0
F. Contractual	\$4,256,900	\$1,416,868					\$2,840,032
G. Other	\$45,040	\$45,040					\$0
H. Total Direct Costs	\$5,566,497	\$2,726,465	\$0	\$0	\$0	\$0	\$2,840,032
I. Indirect Costs	\$113,567	\$113,567	\$0				\$0
J. Total (Sum of H and I)	\$5,680,064	\$2,840,032	\$0	\$0	\$0	\$0	\$2,840,032
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

FY 2027

Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match
				Check if Cash Match	Check if Cash Match	Check if Cash Match	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A. Personnel	\$908,500	\$908,500					\$0
B. Fringe Benefits	\$254,380	\$254,380					\$0
C. Travel	\$6,289	\$6,289					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$19,624	\$19,624					\$0
F. Contractual	\$4,281,332	\$1,441,300					\$2,840,032
G. Other	\$40,440	\$40,440					\$0
H. Total Direct Costs	\$5,510,565	\$2,670,533	\$0	\$0	\$0	\$0	\$2,840,032
I. Indirect Costs	\$169,499	\$169,499	\$0				\$0
J. Total (Sum of H and I)	\$5,680,064	\$2,840,032	\$0	\$0	\$0	\$0	\$2,840,032
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

FY 2028

Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match
				Check if Cash Match	Check if Cash Match	Check if Cash Match	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A. Personnel	\$908,500	\$908,500					\$0
B. Fringe Benefits	\$254,380	\$254,380					\$0
C. Travel	\$6,289	\$6,289					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$19,624	\$19,624					\$0
F. Contractual	\$4,281,332	\$1,441,300					\$2,840,032
G. Other	\$40,440	\$40,440					\$0
H. Total Direct Costs	\$5,510,565	\$2,670,533	\$0	\$0	\$0	\$0	\$2,840,032
I. Indirect Costs	\$169,499	\$169,499	\$0				\$0
J. Total (Sum of H and I)	\$5,680,064	\$2,840,032	\$0	\$0	\$0	\$0	\$2,840,032
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

ATTACHMENT B

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

FY 2029

Budget Categories	Total	Funds	Direct Federal	Other State	Other	Local Funding	In-Kind
	Budget	Requested	Funds	Agency Funds*	Funds	Sources	Match
				Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	Check if Cash Match <input type="checkbox"/>	
A. Personnel	\$908,500	\$908,500					\$0
B. Fringe Benefits	\$254,380	\$254,380					\$0
C. Travel	\$6,289	\$6,289					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$19,624	\$19,624					\$0
F. Contractual	\$4,281,332	\$1,441,300					\$2,840,032
G. Other	\$40,440	\$40,440					\$0
H. Total Direct Costs	\$5,510,565	\$2,670,533	\$0	\$0	\$0	\$0	\$2,840,032
I. Indirect Costs	\$169,499	\$169,499	\$0				\$0
J. Total (Sum of H and I)	\$5,680,064	\$2,840,032	\$0	\$0	\$0	\$0	\$2,840,032
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

- A.** Grantee shall use CMBHS, or other, comparable system with 30 days advance written notice, to request monthly reimbursement by adhering to the following requirements:
1. Grantee shall have Internet access and an adequate number of computers capable of using the CMBHS to report data to HHSC.
 2. Grantee’s network monitoring shall include troubleshooting or assistance with Grantee-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs, or other equipment, and Internet Service Provider (ISP).
 3. Grantee shall maintain responsibility for local end-user procedures and is responsible for data back-up, restoration, and contingency planning functions for all local data.
 4. Grantee shall designate a Security Administrator and a backup Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all user accounts are current.
 5. Grantee shall ensure that adequate internal controls, security, and oversight are established for the approval and electronic transfer of information regarding payments and reporting requirements.
 6. Grantee shall develop and maintain a written security policy that ensures adequate system security and protection of confidential information.
 7. Grantee shall notify System Agency immediately if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the database or data system has been or may be compromised in any way.
 8. Grantee shall develop and maintain internal controls, security, and oversight for the approval and electronic transfer of data into CMBHS. Grantee must submit data that is true, accurate, and complete at the time of submission.
- B.** HHSC may require, with 30 days advanced written notice, a change to the method by which monthly reimbursement is requested to its Grant Management System
- C.** 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.

ATTACHMENT B

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

- D.** HHSC will provide support for CMBHS, including at a minimum the following assistance:
1. Problem tracking and problem resolution.
 2. Provision of telephone numbers for Grantee to access expert assistance with resolving problems related to the HHSC-provided database or data system.
 3. Initial training in the HHSC-provided database or data system, as well as subsequent ongoing end-user training.

IV. HHSC INVOICE SUBMISSION REQUIREMENTS

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

V. MATCH CERTIFICATION

Grantee shall submit **ATTACHMENT A-1, MATCH CERTIFICATION FORM**, quarterly on or before the last calendar day following the close of the State fiscal quarter (i.e., December 31st, March 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.

HEALTH AND HUMAN SERVICES
Contract Number HHS001545200025

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:

Carol Lucky

Legal Name of Contractor

North Texas Behavioral Health Authority

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

n/a

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

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

DocuSigned by:

8CEA892CE99146E

May 21, 2026

Signature of Authorized Representative

Carol Lucky

Date Signed

CEO

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

8111 LBJ Frwy, Suite 900

Title of Authorized Representative

Dallas, TX 75251

Physical Street Address

City, State, Zip Code

Mailing Address, if different

n/a

City, State, Zip Code

Phone Number

469-299-9373

Fax Number

214-299-9417

Email Address

clucky@ntbha.org

DUNS Number

011556147

Federal Employer Identification Number

75-2811269

Texas Identification Number (TIN)

1752811269 5

Texas Franchise Tax Number

MSNLLGML43G3

**Texas Secretary of State Filing
Number**

SAM.gov Unique Entity Identifier (UEI)

Certificate Of Completion

Envelope Id: 3BD3FA6F-C5D5-4551-BF8A-58EC4DDB27FF

Status: Completed

Subject: Amending \$22,720,256.00; HHS001545200025; North Texas Behavioral Health A-1; HHSC/BHDAS/BHS/MH

Procurement Number:

Source Envelope:

Document Pages: 62

Signatures: 3

Envelope Originator:

Certificate Pages: 3

Initials: 0

Texas Health and Human Services Commission

AutoNav: Enabled

1100 W. 49th St.

Envelopeld Stamping: Enabled

Austin, TX 78756

Time Zone: (UTC-06:00) Central Time (US & Canada)

PCS_DocuSign@hhsc.state.tx.us

IP Address: 167.137.1.16

Record Tracking

Status: Original

Holder: Texas Health and Human Services

Location: DocuSign

5/16/2026 11:08:34 PM

Commission

PCS_DocuSign@hhsc.state.tx.us

Security Appliance Status: Connected

Pool: FedRamp

Signer Events

Signature

Timestamp

Trey Wood

Completed

Sent: 5/16/2026 11:26:19 PM

trey.wood@hhs.texas.gov

Viewed: 5/19/2026 1:38:52 PM

Chief Financial Officer

Signed: 5/19/2026 1:38:55 PM

Texas Health and Human Services

Using IP Address: 136.226.14.194

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Andy Marker

Completed

Sent: 5/19/2026 1:38:58 PM

Edward.Marker@hhsc.state.tx.us

Viewed: 5/20/2026 9:25:57 AM

Director, System Contracting

Signed: 5/20/2026 9:26:00 AM

Texas Health and Human Services Commission

Using IP Address: 167.137.1.17

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Karen Ray

Completed

Sent: 5/20/2026 9:26:03 AM

karen.ray@hhs.texas.gov

Viewed: 5/20/2026 9:32:11 AM

Chief Counsel

Signed: 5/20/2026 9:32:20 AM

HHSC

Using IP Address: 167.137.1.12

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carol Lucky

DocuSigned by:

8CEA892CF99146F...

Sent: 5/20/2026 9:32:23 AM

clucky@ntbha.org

Viewed: 5/20/2026 10:07:57 AM

CEO

Signed: 5/21/2026 1:42:08 PM


Carol Lucky

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 12.138.126.66

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Jordan Dixon Jordan.Dixon@hhs.texas.gov Chief Behavioral Health, Disability and Aging Services Officer Security Level: Email, Account Authentication (None)</p>	<p>Signed by:  C802EEDD087D4FD...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 136.226.15.32</p>	<p>Sent: 5/21/2026 1:42:11 PM Viewed: 5/21/2026 4:30:07 PM Signed: 5/26/2026 8:22:12 AM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>MH Contracts mhcontracts@hhs.texas.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/16/2026 11:26:20 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>HHSC FS Budget Contracts FS_BudgetContracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/16/2026 11:26:18 PM Viewed: 5/18/2026 9:42:08 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Mark Vogt mark.vogt01@hhs.texas.gov Contract Administration Manager Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/16/2026 11:26:20 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Heath Frederick hfrederick@ntbha.org Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/20/2026 9:32:24 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Meliah Martinez mmartinez@ntbha.org Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/20/2026 9:32:24 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Christopher Dickinson Christopher.Dickinson@hhs.texas.gov Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/21/2026 1:42:12 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/21/2026 4:30:07 PM
Signing Complete	Security Checked	5/26/2026 8:22:12 AM
Completed	Security Checked	5/26/2026 8:22:12 AM

Payment Events	Status	Timestamps
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RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 501-2026 Ratify HHSC Community Mental Health Grant Program, Amendment No. 1 for FY 2025 – FY 2029, Living Room--Dallas (Contract No. HHS001392500021)

DATE: June 10, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 10th day of June 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 ratify the signature of the CEO on the HHSC Community Mental Health Grant Program, Amendment No. 1 for FY 2025 – FY 2029 (Contract No. HHS001392500021).

DONE IN OPEN MEETING, this the 10th day of June 2026.

Recommend by:

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

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



BOARD OF DIRECTORS MEETING
Summary

DATE: June 10, 2026

AGENDA ITEM 13: Resolution 501-2026 – Ratify HHSC Community Mental Health Grant Program, Amendment No.1 for FY 2025 – FY 2029, Living Room—Dallas (“HHS001392500021”)

RECOMMENDATION/MOTION:

Request for Board to ratify NTBHA CEO, Carol Lucky, signature to the HHSC Contract No. HHS001392500021, the Community Mental Health Grant (CMHG) LivingRoom Project Contract Amendment No.1. Effective as of the date last signed.

BACKGROUND:

This HHSC CMHG-LivingRoom Contract Amendment No.1 extends the previous termination date to August 31st, 2029, and adds State funding for the additional FY27-FY28-FY29. Amendment No.1 additionally replaces both Contract Affirmations (v2.9) as well as HHS Contract Assurances.

FINANCIAL INFORMATION:

This Contract Amendment No.1 reflects the increase of three additional fiscal years over the previous award amount. The total Grant Value, covering all five fiscal years shall not exceed: **\$3,800,000.00**.

Fiscal Year	HHSC Funds	Matching Funds	FY Totals
FY2025	\$380,000.00	\$380,000.00	\$760,000.00
FY2026	\$380,000.00	\$380,000.00	\$760,000.00
FY2027	\$380,000.00	\$380,000.00	\$760,000.00
FY2028	\$380,000.00	\$380,000.00	\$760,000.00
FY2029	\$380,000.00	\$380,000.00	\$760,000.00
TOTAL VALUE	\$1,900,000.00	\$1,900,000.00	\$3,800,000.00

IMPLEMENTATION SCHEDULE: Upon approval by the NTBHA board.

ATTACHMENTS: 13. *HHSC CMHG_LivingRoom HHS001392500021_AMD No.1 ~ NTBHA*

ALIGNS WITH VISIONS #1, 2, 3 & 4

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001392500021
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. HHS001392500021 (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 \$2,280,000.00 for state fiscal years 2027 through 2029, and to increase the Contract total not-to-exceed amount from \$1,520,000.00 to \$3,800,000.00, 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 \$3,800,000.00. This includes the System Agency share of \$1,900,000.00 and Grantee’s required match amount of \$1,900,000.00.

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

Total Federal Funds: \$0.00
Total State Funds: \$1,900,000.00

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. HHS001392500021**

HEALTH AND HUMAN SERVICES COMMISSION

**NORTH TEXAS BEHAVIORAL HEALTH
AUTHORITY**

Signature

Signature

Printed Name: _____

Printed Name: Carol Lucky

Title: _____

Title: CEO

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 \$1,900,000.00.

C. Total match for the project period is not to exceed \$1,900,000.00.

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

FY 2025

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	\$260,000	\$130,000				\$130,000	\$0
B. Fringe Benefits	\$65,000	\$32,500				\$32,500	\$0
C. Travel	\$500	\$250				\$250	\$0
D. Equipment	\$0	\$0				\$0	\$0
E. Supplies	\$13,440	\$6,720				\$6,720	\$0
F. Contractual	\$220,000	\$110,000				\$110,000	\$0
G. Other	\$190,012	\$95,006				\$95,006	\$0
H. Total Direct Costs	\$748,952	\$374,476	\$0	\$0	\$0	\$374,476	\$0
I. Indirect Costs	\$11,048	\$5,524				\$5,524	\$0
J. Total (Sum of H and I)	\$760,000	\$380,000	\$0	\$0	\$0	\$380,000	\$0
K. Program Income - Projected Earnings	\$0						

FY 2026

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	\$260,000	\$130,000				\$130,000	\$0
B. Fringe Benefits	\$65,000	\$32,500				\$32,500	\$0
C. Travel	\$500	\$250				\$250	\$0
D. Equipment	\$0	\$0				\$0	\$0
E. Supplies	\$13,440	\$6,720				\$6,720	\$0
F. Contractual	\$220,000	\$110,000				\$110,000	\$0
G. Other	\$190,012	\$95,006				\$95,006	\$0
H. Total Direct Costs	\$748,952	\$374,476	\$0	\$0	\$0	\$374,476	\$0
I. Indirect Costs	\$11,048	\$5,524				\$5,524	\$0
J. Total (Sum of H and I)	\$760,000	\$380,000	\$0	\$0	\$0	\$380,000	\$0
K. Program Income - Projected Earnings	\$0						

FY 2027

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	\$260,000	\$130,000				\$130,000	\$0
B. Fringe Benefits	\$72,800	\$36,400				\$36,400	\$0
C. Travel	\$73	\$37				\$37	\$0
D. Equipment	\$0	\$0				\$0	\$0
E. Supplies	\$10,560	\$5,280				\$5,280	\$0
F. Contractual	\$220,000	\$110,000				\$110,000	\$0
G. Other	\$185,519	\$92,760				\$92,760	\$0
H. Total Direct Costs	\$748,952	\$374,476	\$0	\$0	\$0	\$374,476	\$0
I. Indirect Costs	\$11,048	\$5,524				\$5,524	\$0
J. Total (Sum of H and I)	\$760,000	\$380,000	\$0	\$0	\$0	\$380,000	\$0
K. Program Income - Projected Earnings	\$0						

FY 2028

ATTACHMENT B

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

Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds Check if Cash Match	Other Funds Check if Cash Match	Local Funding Sources Check if Cash Match	In-Kind Match
A. Personnel	\$260,000	\$130,000		<input type="checkbox"/>	<input type="checkbox"/>	\$130,000	\$0
B. Fringe Benefits	\$72,800	\$36,400				\$36,400	\$0
C. Travel	\$73	\$37				\$37	\$0
D. Equipment	\$0	\$0				\$0	\$0
E. Supplies	\$10,560	\$5,280				\$5,280	\$0
F. Contractual	\$220,000	\$110,000				\$110,000	\$0
G. Other	\$185,519	\$92,760				\$92,760	\$0
H. Total Direct Costs	\$748,952	\$374,476	\$0	\$0	\$0	\$374,476	\$0
I. Indirect Costs	\$11,048	\$5,524				\$5,524	\$0
J. Total (Sum of H and I)	\$760,000	\$380,000	\$0	\$0	\$0	\$380,000	\$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	Other Funds Check if Cash Match	Local Funding Sources Check if Cash Match	In-Kind Match
A. Personnel	\$260,000	\$130,000		<input type="checkbox"/>	<input type="checkbox"/>	\$130,000	\$0
B. Fringe Benefits	\$72,800	\$36,400				\$36,400	\$0
C. Travel	\$73	\$37				\$37	\$0
D. Equipment	\$0	\$0				\$0	\$0
E. Supplies	\$10,560	\$5,280				\$5,280	\$0
F. Contractual	\$220,000	\$110,000				\$110,000	\$0
G. Other	\$185,519	\$92,760				\$92,760	\$0
H. Total Direct Costs	\$748,952	\$374,476	\$0	\$0	\$0	\$374,476	\$0
I. Indirect Costs	\$11,048	\$5,524				\$5,524	\$0
J. Total (Sum of H and I)	\$760,000	\$380,000	\$0	\$0	\$0	\$380,000	\$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.
 6. Grantee shall develop and maintain a written security policy that ensures adequate system security and protection of confidential information.

ATTACHMENT B

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

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

Grantee shall submit quarterly Financial Status Reports ("FSRs") on or before the last calendar

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

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.