



NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

BOARD OF DIRECTORS MEETING

**August 12, 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, August 12, 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/84640969150?pwd=Il0oGJxl7CSlDJ66QC8bfdbC8wAzZ7.1>

Passcode: 224490

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

AGENDA

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

**denotes item which requires a vote*

Item #	Agenda Item		Attachment
1.	Call to Order and Declaration of Quorum	Commissioner Dr. Elba Garcia, Chair	
2.	Secretary's Report <i>*Present Minutes for approval: June 2026</i>	Judge Cody Beauchamp, Secretary	X
3.	Finance Committee Report <i>*Financial Reports for approval: May, June 2026</i>	Ryan Brown, Treasurer	X
4.	Public Commentary - Limited to 2 minutes – only those who are registered		
	Consent Agenda Items		
5.	Provider Meeting Update	Matt Roberts	X
6.	PLAG - Psychiatrists Leadership & Advocacy Group Update	John Bennett, M.D.	X
7.	Legislative Update	Janie Metzinger	X
	Agenda Item		
8.	PNAC - Planning & Network Advisory Committee Update	Walter Taylor, PhD	X
9.	Presentation: <i>Critical Time Intervention: From Grant-Funded Pilot to Permanent Program</i>	Shannon Vogel, Chief Impact Officer	
10.	Chief Executive Officer's Overview and Analysis	Carol Lucky	X

11.	*Resolution 502-2026 Approve Nominating Committee for NTBHA Board Officers for FY2027	Commissioner Dr. Elba Garcia, Chair	
12.	*Resolution 503-2026 Ratify HHSC Healthy Community Collaborative (HCC) Contract (HHS001612500008) for FY 2027 – FY 2031	Carol Lucky	X
13.	*Resolution 504-2026 Ratify HHSC Children’s Crisis Respite Grant Program Contract (CCR) Amendment No. 2, for FY 2024 – FY 2028 (Contract No. HHS001222700007)	Carol Lucky	X
14.	*Resolution 505-2026 Ratify HHSC Contract for Local Mental Health Authority Performance Agreement Grant Program (LMHA) FY 2026—FY 2027 (HHSC Contract No. HHS001598600026), Amendment No. 1	Carol Lucky	X
15.	*Resolution 506-2026 Ratify HHSC Transition Support Specialist (TSS) Grant Program Amendment No. 1 (HHS001546000007)	Carol Lucky	X
16.	*Resolution 507-2026 Ratify HHSC Contract for Treatment Services Grant Program (TSG) for FY 2026 (HHSC Contract No. HHS001650300002)	Carol Lucky	X
17.	*Resolution 508-2026 Ratify HHSC Contract for Outreach, Screening, Assessment, & Referral (OSAR) Grant Program for Amendment No. for FY 2026—FY 2028 (HHSC Contract No. HHS001644600009)	Carol Lucky	X
18.	*Resolution 509-2026 Ratify HHSC Youth Empowerment Services (YES) Waiver Wrap-Around Services Contract (“HHS001291000039”)	Carol Lucky	X
19.	*Resolution 510-2026 Approve HHSC Community Health Worker (CHW) Program Amendment No. 1 for FY 2026 – FY 2028 (HHS001606300009)	Carol Lucky	X
20.	*Resolution 511-2026 Ratify the Be Well Texas Medications for Opioid Use Disorder Treatment Grant Amendment No. 1 for FY 2026 (BWT Contract No. 178475/42943/MOUD-SUPTRS-17)	Carol Lucky	X
21.	*Resolution 512-2026 Approve RFP Awardee (The Wood Group) for Children’s Crisis Respite & State Hospital Step Down Services	Carol Lucky	X

22.	*Resolution 513-2026 Approve External Audit Engagement with Condley and Company, LLP Certified Public Accountants and Business Advisors for FY 2026	Carol Lucky	X
23.	*Resolution 514-2026 Approve FY 2027 NTBHA Utilization Management Plan	Carol Lucky / Anthony Garcia	X
24.	Executive Session <i>The Board may go into Executive Session pursuant to Chapter 551, Subchapter D, Texas Govt. Codes as shown below:</i> Tex. Gov't Code § 551.071		
25.	Discussion and possible vote in open session on matters considered in Executive Session	Commissioner Dr. Elba Garcia, Chair	
26.	Next Regular Board of Directors Meeting: September 9, 2026	Commissioner Dr. Elba Garcia, Chair	
27.	Adjourn	Commissioner Dr. Elba Garcia, Chair	

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

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

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

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

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

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

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

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

North Texas Behavioral Health Authority
Minutes of the Board of Directors Videoconference Meeting
Presiding Officer and NTBHA CEO were present at 8111 LBJ Fwy, Dallas, TX 75251
June 10, 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	X		N					N
Janis Burdett, <u>Vice-Chair</u> Ellis County	X	A	N	X	X	X		N					N
Ryan Brown, <u>Treasurer</u> Dallas County	X	X	N	X	X	X		N					N
Judge Cody Beauchamp, <u>Secretary</u> Navarro County	X	X	N	X	X	X		N					N
Judge Mary Bardin, Kaufman County	X	X	N	A	X	X		N					N
Judge Lela Lawrence Mays Dallas County	X	X	N	X	A	X		N					N
Maricela Canava Dallas County	X	X	N	X	X	X		N					N
Major Todd Calkins Rockwall County	X	X	N	A	X	A		N					N
Deputy Michael Allen Rockwall County	A	A	N	A	A	A		N					N
Captain Charlie York Navarro County	A	X	N	A	X	X		N					N
Sergeant Brad Elliott Ellis County	X	A	N	A	A	A		N					N
Nikki Haynes Hunt County	X	X	N	A	X	A		N					N

Attendance Legend:

X = Attended monthly BOD meeting

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

- = Position not appointed

E = Absent Excused

A = Absent

R = Resigned

N = No meeting held

Item #1

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

Commissioner Dr. Elba Garcia, Chair, presided.

- **Quorum Announced.** Commissioner Dr. Elba Garcia, Chair brought the meeting to order and declared a quorum at 12:03 PM. This meeting was conducted via Zoom with limited board members and staff physically onsite. Approximately 46 participants were in attendance, including
 - Board members,
 - NTBHA staff and
 - No in-person visitors

Item #2

Secretary’s Report

Judge Cody Beauchamp reported that he reviewed the minutes from the May 13, 2026, meeting. No revisions were noted, and the Board approved the minutes as presented.

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

Item #3

Finance Committee Report

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

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

Item #4

Public Commentary

None

CONSENT AGENDA

Item #5

Provider Meeting

Item #6

PLAG – Psychiatrists Leadership & Advocacy Group

Item #7

Legislative Update

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

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

Item #8

PNAC – Planning & Network Advisory Committee Update

Dr. Walter Taylor, CSO, reported that the PNAC met on June 2nd, 2026. ACT services were discussed including availability of services, case management responsibility, therapy, medication management and how to access support. Collaboration continues with providers for monitoring technical assistance. The ongoing focus will be community engagement, system improvements driven by PNAC feedback. Trauma-Informed Care training opportunities were also discussed for the month of June.

Item #9

Presentation:

Youth Crisis Outreach Team Program

Jessica Martinez, MA, NTBHA’s Chief of Clinical Development, presented an overview of NTBHA’s Youth Crisis Outreach Team YCOT program. Ms. Martinez explained that NTBHA was one of the first eight Local Mental Health Authorities selected to pilot the state-funded YCOT initiative in 2024 and now operates one of the few 24/7 YCOT programs in Texas. She described YCOT’s mission to provide rapid, trauma-informed, family-centered crisis intervention and stabilization services for youth ages 3-17, with follow-up support lasting up to 90 days. The presentation highlighted the program’s three-phase service model, collaboration with

community partners, focus on reducing psychiatric hospitalizations, emergency room utilization, and law enforcement involvement, and commitment to helping youth remain safe in their homes and communities. Ms. Martinez also reviewed program staffing, performance measures, outcomes, and shared that the program has served 108 unduplicated youth and families to date.

Item #10
Chief Executive Officer’s Overview and Analysis

CEO Carol Lucky provided an operational update. She reported that agency operations and contracting activities continue as normal, with a seasonal decrease in children’s services during the summer months. Ms. Lucky announced receipt of the fourth-quarter payment for NTBHA’s primary Local Behavioral Health Authority contract, noting the importance of timely state funding to support advance payments to providers and thanking the Board for its support in establishing financial reserves. She provided an update on the phased opening of the new state psychiatric hospital and NTBHA’s coordination with HHSC, UT Southwestern, and hospital leadership regarding admissions, transfers, and discharge planning. Ms. Lucky also reported that challenges remain with the state’s Substance Use Disorder (SUD) funding distribution methodology and noted that NTBHA continues to work with state legislators and partner agencies to address funding inequities while utilizing transferred funds from other centers to help sustain services.

Item #11
***Resolution 499-2026 Ratify HHSC Children’s Crisis Respite Grant Program Contract Amendment No. 2 for FY2024 – FY 2028**

This agenda item was tabled due to budget inaccuracies and will be brought back for consideration at the next Board meeting.

Item #12
***Resolution 500-2026 Ratify HHSC Mental Health Grant for Justice Involved Individuals Amendment No. 1 for FY2026 – FY2029**

The Board approved Resolution 498-2026, authorizing the Chief Executive Officer to execute Amendment No. 1 to the HHSC Mental Health Grant for Justice Involved Individuals Amendment No. 1 for FY2026 – FY2029. Ms. Lucky explained that the grant supports NTBHA’s justice-involved services, including jail in-reach and outpatient competency restoration. She noted that the amendment provides approximately \$11.36 million in HHSC funding, with a required local match primarily provided through Dallas County to support personnel and administrative costs associated with the program.

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

Item #13
***Resolution 501-2026 Ratify HHSC Community Mental Health Grant Program Amendment No. 1 for FY2025 – FY2029 (Living Room, Dallas)**

The Board approved Resolution 501-2026, authorizing the Chief Executive Officer to execute Amendment No. 1 to the HHSC HSC Community Mental Health Grant Program for FY2025 – FY2029 (Living Room, Dallas). Ms. Lucky explained that the amendment renews funding for the Living Room program, providing approximately \$1.9 million in HHSC funding with a matching contribution primarily from Dallas County. She highlighted the program’s role in diverting individuals from emergency rooms and jails by connecting them to community-based behavioral health services through the Connector Project.

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

Item #14

Executive Session

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

- Tex. Gov't Code § 551.071 – Consultation with attorney to seek advice on legal matters.
- Tex. Gov't Code § 551.072 – Discussion of purchase, exchange, lease, or valued real property.
- Tex. Gov't Code 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 did not meet in Executive Session.

Item #15

Open Session - Executive Session Matters:

- None.

Item #16

Next NTBHA Board Meeting

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

Item #17

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 12:50 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 - MAY26

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>MTD Total</u>
Revenue						
Federal Revenue	44,571	474,824	869,486	122,369	314,513	1,825,762
State Revenue	1,845,488	7,631,839	247,547	70,948	0	9,795,821
Local Revenue	(326,489)	241,788	1,052,541	0	0	967,840
Match Revenue	0	66,162	0	0	0	66,162
IN KIND Revenue	0	7,297,552	0	0	0	7,297,552
Other Revenue	0	(5,902)	0	0	0	(5,902)
Interest Income	0	0	0	0	24,876	24,876
Third Party Revenue	0	195,249	0	0	0	195,249
Total Revenue	<u>1,563,569</u>	<u>15,901,511</u>	<u>2,169,573</u>	<u>193,317</u>	<u>339,389</u>	<u>20,167,359</u>
Operating Expenses						
Provider Payments	(38,653)	6,758,494	1,990,768	23,728	38,618	8,772,955
In-Kind Provider Payments	0	7,297,552	0	0	0	7,297,552
Personnel Expenses	452,909	466,199	96,093	6,466	596,981	1,618,648
Personnel Fringe Benefits	141,014	136,349	29,611	2,103	151,040	460,117
Travel Expense	8,258	6,585	1,754	0	(2,817)	13,780
Supplies Expense	568	5,467	151	0	184,199	190,384
Contractual Expense	71,308	589,733	900	0	124,650	786,592
Other Expense	19,416	171,368	20,092	29,395	202,264	442,536
Depreciation Expense	0	0	0	0	43,990	43,990
Total Expenses	<u>654,821</u>	<u>15,431,746</u>	<u>2,139,369</u>	<u>61,692</u>	<u>1,338,924</u>	<u>19,626,553</u>
Admin Allocation						
Admin Allocation	908,748	336,912	30,204	7,095	(1,282,959)	0
Total Admin Allocation	<u>908,748</u>	<u>336,912</u>	<u>30,204</u>	<u>7,095</u>	<u>(1,282,959)</u>	<u>0</u>
Total	<u>0</u>	<u>132,853</u>	<u>0</u>	<u>124,529</u>	<u>283,424</u>	<u>540,806</u>
NET SURPLUS/(DEFICIT)	<u>0</u>	<u>132,853</u>	<u>0</u>	<u>124,529</u>	<u>283,424</u>	<u>540,806</u>

North Texas Behavioral Health Authority
Statement of Revenue, Expenses and Changes in Net Position
FY 2026 ALL COMBINED CONTRACTS YTD - MAY26

	MH/SUD Authority	MH	SUD	Housing	Other	YTD Total
Revenue						
Federal Revenue	407,701	12,889,231	10,332,319	328,460	419,954	24,377,665
State Revenue	10,877,041	59,110,177	736,713	289,776	0	71,013,707
Local Revenue	2,770,540	878,405	6,060,876	0	0	9,709,820
Match Revenue	0	604,966	0	0	0	604,966
IN KIND Revenue	0	11,589,376	302,470	0	0	11,891,846
Other Revenue	0	136,362	0	0	1,751	138,113
Interest Income	0	0	0	0	224,890	224,890
Third Party Revenue	0	1,511,918	0	0	0	1,511,918
Total Revenue	14,055,281	86,720,435	17,432,379	618,236	646,595	119,472,926
Operating Expenses						
Provider Payments	9,223	63,203,728	15,536,657	229,819	217,953	79,197,380
In-Kind Provider Payments	0	11,589,376	302,470	0	0	11,891,846
Personnel Expenses	3,882,940	3,527,202	883,314	58,246	5,201,434	13,553,135
Personnel Fringe Benefits	1,155,790	1,089,581	295,956	15,554	1,228,535	3,785,415
Travel Expense	51,466	50,112	10,603	592	65,031	177,804
Supplies Expense	47,533	48,582	14,644	1,503	2,180,046	2,292,309
Contractual Expense	638,754	2,142,394	3,004	0	1,264,793	4,048,946
Other Expense	139,567	1,542,832	135,601	299,302	1,923,673	4,040,975
Depreciation Expense	0	0	0	0	395,752	395,752
Total Expenses	5,925,272	83,193,806	17,182,250	605,016	12,477,218	119,383,562
Admin Allocation						
Admin Allocation	8,130,009	3,246,420	250,129	74,755	(11,701,314)	0
Total Admin Allocation	8,130,009	3,246,420	250,129	74,755	(11,701,314)	0
Total	0	280,208	0	(61,535)	(129,308)	89,364
NET SURPLUS/(DEFICIT)	0	280,208	0	(61,535)	(129,308)	89,364

FY2026 BOD Budget Variance Report May, 2026

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actuals	Budget	Variance
Revenue						
Federal Revenue	1,825,762	3,074,421	(1,248,660)	24,377,665	27,669,790	(3,292,124)
State Revenue	9,795,821	8,882,458	913,363	71,013,707	79,942,123	(8,928,416)
Local Revenue	967,840	1,437,340	(469,500)	9,709,820	12,936,059	(3,226,238)
Match Revenue	66,162	906,450	(840,288)	604,966	8,158,054	(7,553,087)
IN KIND Revenue	7,297,552	-	7,297,552	11,891,846	-	11,891,846
Other Revenue	(5,902)	3,333	(9,235)	138,113	30,000	108,113
Interest Income	24,876	46,667	(21,790)	224,890	420,000	(195,110)
Third Party Revenue	195,249	-	195,249	1,511,918	-	1,511,918
Total Revenue	20,167,359	14,350,669	5,816,690	119,472,926	129,156,025	(9,683,098)
Operating Expenses						
Provider Payments	8,772,955	8,513,631	259,324	79,197,380	76,622,679	2,574,701
In-Kind Provider Payments	7,297,552	-	7,297,552	11,891,846	-	11,891,846
Personnel Expenses	1,618,648	1,870,660	(252,012)	13,553,135	16,835,943	(3,282,808)
Personnel Fringe Benefits	460,117	427,021	33,096	3,785,415	3,843,191	(57,776)
Travel Expense	13,780	32,075	(18,295)	177,804	288,673	(110,869)
Supplies Expense	190,384	207,253	(16,869)	2,292,309	1,865,273	427,036
Contractual Expense	786,592	2,733,931	(1,947,339)	4,048,946	24,605,377	(20,556,431)
Other Expense	442,536	526,932	(84,396)	4,040,975	4,742,389	(701,414)
Depreciation Expense	43,990	39,167	4,823	395,752	352,500	43,252
Total Expenses	19,626,553	14,350,669	5,275,884	119,383,562	129,156,025	(9,772,463)
Net Surplus (Deficit)	540,806	-	540,806	89,364	-	89,364

North Texas Behavioral Health Authority
Statement of Revenue, Expenses and Changes in Net Position
FY 2026 ALL COMBINED CONTRACTS MTD - JUN26

	<u>MH/SUD Authority</u>	<u>MH</u>	<u>SUD</u>	<u>Housing</u>	<u>Other</u>	<u>MTD Total</u>
Revenue						
Federal Revenue	49,385	632,895	1,482,727	(114,347)	0	2,050,660
State Revenue	1,249,881	6,883,133	45,607	29,088	0	8,207,709
Local Revenue	(134,571)	161,511	728,437	0	0	755,376
Match Revenue	0	57,261	0	0	0	57,261
IN KIND Revenue	0	1,408,586	0	0	0	1,408,586
Interest Income	0	0	0	0	25,499	25,499
Third Party Revenue	0	179,006	0	0	0	179,006
Total Revenue	<u>1,164,695</u>	<u>9,322,392</u>	<u>2,256,770</u>	<u>(85,259)</u>	<u>25,499</u>	<u>12,684,097</u>
Operating Expenses						
Provider Payments	1,939	6,986,457	2,087,967	(15,706)	84,151	9,144,807
In-Kind Provider Payments	0	1,408,586	0	0	0	1,408,586
Personnel Expenses	445,872	450,946	93,304	6,462	590,336	1,586,920
Personnel Fringe Benefits	136,549	162,497	34,418	2,103	153,382	488,949
Travel Expense	5,863	17,256	127	0	4,028	27,275
Supplies Expense	3,201	12,903	1,140	0	(281,743)	(264,500)
Contractual Expense	75,342	150,974	0	0	62,206	288,521
Other Expense	28,578	186,766	21,763	31,854	146,760	415,721
Depreciation Expense	0	0	0	0	43,990	43,990
Total Expenses	<u>697,344</u>	<u>9,376,385</u>	<u>2,238,718</u>	<u>24,713</u>	<u>803,109</u>	<u>13,140,269</u>
Admin Allocation						
Admin Allocation	<u>465,233</u>	<u>219,969</u>	<u>18,052</u>	<u>(707)</u>	<u>(702,547)</u>	<u>0</u>
Total Admin Allocation	<u>465,233</u>	<u>219,969</u>	<u>18,052</u>	<u>(707)</u>	<u>(702,547)</u>	<u>0</u>
Total	<u>2,119</u>	<u>(273,963)</u>	<u>0</u>	<u>(109,266)</u>	<u>(75,062)</u>	<u>(456,172)</u>
NET SURPLUS/(DEFICIT)	<u>2,119</u>	<u>(273,963)</u>	<u>0</u>	<u>(109,266)</u>	<u>(75,062)</u>	<u>(456,172)</u>

North Texas Behavioral Health Authority
Statement of Revenue, Expenses and Changes in Net Position
FY 2026 ALL COMBINED CONTRACTS YTD - JUN26

	MH/SUD Authority	MH	SUD	Housing	Other	YTD Total
Revenue						
Federal Revenue	457,086	13,522,126	11,815,046	214,113	419,954	26,428,325
State Revenue	12,126,922	65,993,310	782,320	318,864	0	79,221,416
Local Revenue	2,635,969	1,039,916	6,789,312	0	0	10,465,196
Match Revenue	0	662,228	0	0	0	662,228
IN KIND Revenue	0	12,997,962	302,470	0	0	13,300,433
Other Revenue	0	136,362	0	0	1,751	138,113
Interest Income	0	0	0	0	250,389	250,389
Third Party Revenue	0	1,690,924	0	0	0	1,690,924
Total Revenue	15,219,977	96,042,827	19,689,148	532,977	672,095	132,157,023
Operating Expenses						
Provider Payments	11,162	70,190,184	17,624,624	214,113	302,104	88,342,187
In-Kind Provider Payments	0	12,997,962	302,470	0	0	13,300,433
Personnel Expenses	4,328,811	3,978,148	976,618	64,708	5,791,769	15,140,055
Personnel Fringe Benefits	1,292,339	1,252,077	330,374	17,657	1,381,917	4,274,365
Travel Expense	57,329	67,368	10,730	592	69,060	205,078
Supplies Expense	50,734	61,486	15,783	1,503	1,898,303	2,027,809
Contractual Expense	714,096	2,293,367	3,004	0	1,326,999	4,337,466
Other Expense	168,146	1,729,599	157,364	331,155	2,070,433	4,456,696
Depreciation Expense	0	0	0	0	439,742	439,742
Total Expenses	6,622,616	92,570,192	19,420,968	629,729	13,280,326	132,523,831
Admin Allocation						
Admin Allocation	8,595,242	3,466,389	268,181	74,048	(12,403,861)	0
Total Admin Allocation	8,595,242	3,466,389	268,181	74,048	(12,403,861)	0
Total	2,119	6,245	(1)	(170,801)	(204,371)	(366,807)
NET SURPLUS/(DEFICIT)	2,119	6,245	(1)	(170,801)	(204,371)	(366,807)

FY2026 BOD Budget Variance Report

June, 2026

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actuals	Budget	Variance
Revenue						
Federal Revenue	2,050,660	3,074,421	(1,023,761)	26,428,325	30,744,211	(4,315,886)
State Revenue	8,207,709	8,882,458	(674,749)	79,221,416	88,824,581	(9,603,165)
Local Revenue	755,376	1,437,340	(681,964)	10,465,196	14,373,398	(3,908,202)
Match Revenue	57,261	906,450	(849,189)	662,228	9,064,504	(8,402,277)
IN KIND Revenue	1,408,586	-	1,408,586	13,300,433	-	13,300,433
Other Revenue	-	3,333	(3,333)	138,113	33,333	104,780
Interest Income	25,499	46,667	(21,167)	250,389	466,667	(216,277)
Third Party Revenue	179,006	-	179,006	1,690,924	-	1,690,924
Total Revenue	12,684,097	14,350,669	(1,666,573)	132,157,023	143,506,694	(11,349,671)
Operating Expenses						
Provider Payments	9,144,807	8,513,631	631,176	88,342,187	85,136,310	3,205,877
In-Kind Provider Payments	1,408,586	-	1,408,586	13,300,433	-	13,300,433
Personnel Expenses	1,586,920	1,870,660	(283,741)	15,140,055	18,706,603	(3,566,548)
Personnel Fringe Benefits	488,949	427,021	61,928	4,274,365	4,270,213	4,152
Travel Expense	27,275	32,075	(4,800)	205,078	320,748	(115,669)
Supplies Expense	(264,500)	207,253	(471,753)	2,027,809	2,072,526	(44,717)
Contractual Expense	288,521	2,733,931	(2,445,410)	4,337,466	27,339,308	(23,001,841)
Other Expense	415,721	526,932	(111,211)	4,456,696	5,269,321	(812,625)
Depreciation Expense	43,990	39,167	4,823	439,742	391,667	48,075
Total Expenses	13,140,269	14,350,669	(1,210,401)	132,523,831	143,506,694	(10,982,863)
Net Surplus (Deficit)	(456,172)	-	(456,172)	(366,807)	-	(366,807)



NTBHA Provider Network Meeting
July 31, 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	➤ Operational Changes notify NTBHA at provider.relations@ntbha.org or call Alvin Mott at 469-530-0246 ➤ SUD & Mental Health Providers ○ **CMBHS Client Profiles: ▪ Zip Code 77000 is invalid ▪ Homeless/Unsheltered ≠ Primary Address ○ June Claims entered by/on the ○ Quarterly Call in process ○ CMBHS Reminders: ▪ Monthly CMBHS call: 2nd Tuesday of the Month at 10am ▪ If you are unable to attend live, CMBHS post the monthly call to their training video library: https://cmbhs.dshs.state.tx.us/cmbhs/CMBHS%20Help/CMBHS_Online_Help/Video_Training_Library.htm ➤ SUD Providers ○ MOUD Providers ▪ SARs: 9/1/25 if individuals are still in service there SAR is set to expire, you can enter new SARs before the expiration date. ○ Consents: ▪ NTBHA – SU Locations ▪ Opioid Consent – anyone if an OUD dx ○ Treatment Discharge Follow-ups (Performance Measures) ▪ Intensive Residential; Outpatient - follow ups completed no sooner than 60 calendar days after discharge and no later than 90 calendar days after discharge. ▪ Ambulatory Detox; Residential Detox - follow ups completed no later than 30 calendar days after discharge. ○ 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. ▪ English: Patient Satisfaction Survey ▪ Spanish: Encuesta de Satisfacción del Paciente ○ CCMS Follow-ups ○ Billing. ○ Denied Claim clean up – Claims should be addressed ASAP when you receive the denied claim reports. ○ MOUD/OBOT Claims – claims more than 180 days are at risk of being ineligible for submission. ▪ Billing Cycle: Claims should be entered into CMBHS by 8am on the 4th business day following the end of most recent month. ▪ Tentative last day to submit a claim for FY26 will be September 30th. ○ Complaint Posters for CDTF: ▪ English: https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/facilities-regulation/substance-trtmt/substance-trtmt-complaint-poster.pdf ▪ Spanish: https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/facilities-regulation/substance-trtmt/substance-trtmt-complaint-poster-es.pdf

		➤ Mental Health Providers ○ New prescribers – Notify NTBHA ASAP. NTBHA can provide you with a form to complete and submit to provider.relations@ntbha.org to add or remove individuals from your prescription management roster. Request the form and submit prior to new prescriber start date or before they start writing prescriptions for NTBHA eligible individuals. ○ Staff Access to CMBHS / PIGEON or any other database. ▪ Adding New Staff Access for either or both CMBHS and PIGEON: There is a NTBHA form that can be requested at provider.relations@ntbha.org . The same form can be used to remove users as well. Instructions on Form. ▪ Remove non-users; if MH providers need assistance with Pigeon, contact help@ntbha.org ▪ Remove non-users; if MH providers need assistance with CMBHS, contact provider.relations@ntbha.org ➤ CMBHS issues: ○ IAMOnline Issues ○ CMBHS Issues ➤ File Transfer Protocol (FTP) & Reports ➤ Monthly QM Deliverables: qm@ntbha.org ○ Incident Data Report – to be used when notified of incidents (MH & SUD) ▪ 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) ○ Resources: https://ntbha.org/providers-procurement/
Compliance / Quality Management/ Utilization Management	QM/UM	➤ QM Reminders: ➤ NTBHA will be reaching out to providers and their IT teams over the next several weeks to provide support and information regarding the Department of Justice's Final Rule to Improve Website content and Mobile App Access for People with Disabilities. Our hope is to ensure that all of our providers are prepared and in compliance with the ADA and other federal accessibility requirements. ➤ Staff Changes: Contact person for OP MH Uniform Assessment (UA) and SUD Authorizations, Kerstie Lockhart, klockhart@ntbha.org
Special Presentation	Alvin Mott	➤ TBA
Announcement	Alvin Mott	➤ Please review the attachments to agenda
Questions From Providers	Open	
Providers: NTBHA would like to highlight the good work you all are doing in the community. This is your opportunity to brag to the NTBHA board about the good work you are doing in the community. Please send your submission to Provider.Relations@NTBHA.org by COB on the Monday following each provider meeting.		
The Next Meeting: August 28, 2026, at 10am **Meeting notes are included in NTBHA Board Meeting Documents. You can access NTBHA Board Meeting Documents at: https://ntbha.org/about-us/		

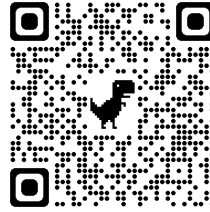
Announcements / Resources



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

Director, Zero Suicide & MHFA
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 2nd Tuesday of every month, from 10:00 to 11:00 AM CST. The Training and Technical Assistance Team will present on either Mental Health or Substance Abuse topic.

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.

Check out the CMBHS Video Training Library:

[https://cmbhs.dshs.state.tx.us/cmbhs/CMBHS%20Help/CMBHS Online Help/Video Training Library.htm](https://cmbhs.dshs.state.tx.us/cmbhs/CMBHS%20Help/CMBHS%20Online%20Help/Video%20Training%20Library.htm)

You're Invited to Youth180 Wednesday!

We are pleased to invited the community to join us in-person on August 5th from 1-2 pm for Youth180 Wednesday, a lunch-and-learn series designed to bring our community of supporters closer to the work happening every day at Youth180.

Come enjoy a light lunch, tour our Oak Cliff treatment center, meet members of our team, and learn how Youth180 is helping young people and families navigate mental health, substance use, and life's challenges. Whether you've volunteered, donated, or simply want to deepen your connection to our mission, we encourage you to invite your friends and spend an hour with us to see your impact in action.

Please RSVP by August 4th so we can ensure we have space and food available.

RSVP and Learn More

Just a friendly reminder that our upcoming webinar, *Creating Safe Spaces: Supporting Conversations About Substance Use with Youth and Families Across Life Stages*, will take place on **August 4, 2026, from 1:00-2:00 PM CT**.

If you have not already registered, there is still time to sign up. We also encourage you to submit questions for the panelists in advance to help inform the discussion and ensure we address topics of greatest interest to attendees.

Register here: <https://aap.webex.com/weblink/register/re1aa99a4a6cd96cda69264fc37075eed>

We look forward to an engaging conversation and hope you can join us!



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.



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



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](#)

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.



89th Texas Legislature-Interim
House Committee on Human Services
Hearing on Interim Charges Related to
Behavioral Health, Homelessness, and Recidivism

House Intergovernmental Affairs Committee

Chair: Representative Cecil Bell, Vice-Chair: Representative Erin Zwiener

Members: Representatives Sheryl Cole, Philip Cortez, Cassandra Garcia Hernandez, Terri Leo Wilson, David Lowe, Shelley Luther, Jon E. Rosenthal, David Spiller, Carl Tepper

Interim Charge:

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

Key Invited Testimony

Paul Webster-Cicero Research Institute

- Connect mental health and substance use disorder care with housing services.
- Local Continuum of Care committees should include law enforcement, elected officials and local businesses.
- Greater state coordination between local behavioral health services, HHSC and Public Safety.
- Better coordination will allow Texas to be eligible for increased funding from the US Department of Housing and Urban Development (HUD).

Jakob Dupuis-Cicero Research Institute

- Traditional homelessness services work well for economically homeless—people who are homeless due to job loss, getting behind on rent, domestic violence. Rapid rehousing and other housing assistance usually help people in these situations to self-resolve temporary homelessness.
- Traditional homelessness services generally do not work as well in addressing street homelessness.
 - 37% have been incarcerated in prison, 79% in jail.
 - 70% of people in prison will return to prison.
 - 75% of people in prison have been arrested 5 or more times.
 - 45% of people in prison have been arrested 10 or more times.
 - 50% have experienced violence, at least 15% have experienced sexual violence.
 - 60% report using hard narcotics.
 - 80% report having a serious mental illness or substance use disorder.
 - Reported 14-22% are registered sex offenders.

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

Jakob Dupuis-Cicero Research Institute--continued

Recommendations:

- Establish and Extended Commitment of at least a year for individuals with highly acute behavioral health symptoms who have had multiple civil commitments.
- If the individual is not acute enough for state hospital commitment, but more acute than community-based services only, extended commitment should to include Assertive Community Treatment (ACT) services, step-down facilities, and other intensive services.
- Diversion programs should be post-adjudication under a suspended sentence to give incentive for person to continue in treatment.

Cicero Institute-Research, White Papers and Model Bills on Integrating Treatment for Vulnerable

Populations: <https://ciceroinstitute.org/issues/homelessness/integrating-treatment-for-vulnerable-populations/>

John Bonura-Texas Public Policy Foundation

Recommendations:

- Local Continuity of Care programs should be audited to ascertain scope of available resources; capabilities best to optimize aligning services with HUD funding, and to detect vulnerabilities to waste, fraud, and abuse.
- Law enforcement, emergency medical services, and street outreach teams should have access to Homeless Management Information Systems (HMIS).
- Crisis Service Centers to address the needs of people when homeless encampments are removed.
- Accountability for cities that do not address complaints regarding the needs of people who are homeless.

Texas Public Policy Foundation-Research, White Papers on Homelessness

<https://www.texaspolicy.com/issues/homelessness/>

BJ Wagner-Meadows Mental Health Policy Institute and Caruth Police Institute

Recommendations:

- Fund training 911 telecommunications training, especially for smaller municipalities and counties and through Texas Commission on Law Enforcement (TCOLE).
- Multi-Disciplinary Response Teams, such as RIGHT Care Teams in Dallas.
- Communities should leverage Texas Mental Health Program Grants for Justice-Involved Individuals.
- Data collection, particularly on the behavioral health history of individuals killed in officer-involved shootings in reports required by the Texas Attorney General.

Steven Autry-Dallas County Director of Operations for Judicial and Correctional Services

- Millions spent to house low-level offenders, who effectively are serving life sentences 30 days at a time.
- Is a public safety, jail population (94% capacity) and taxpayer issue (about \$20 million per month).
- Communities are not getting safer.
- Goal is to get the right level of care earlier, reduce repeat crisis contact, and preserve jail capacity for violent offenders who truly need to be detained.
- Dallas County has strong programs and strong partners. Aim is to work as one coordinated public safety system by providing treatment stabilization, housing and supports.
- Pre-arrest deflection for low-level, non-violent offenders requires a reliable place to take people who need help but do not belong in jail.
- Early evaluation of competency cases saved 10,728 jail days that would have been spent waiting for state hospitals.
- Need more law enforcement drop-off options.

Recommendations:

- Need clear response and law enforcement officer drop-off locations.
- Need stronger court-to-treatment pathways.
Expand funding that make release and treatment successful:
 - Medical continuity
 - Intensive case management
 - Peer support
 - Treatment
 - Structured follow-up
 - Housing navigation
- Need immediate residential and stabilization capacity.
- Need Substance Use Disorder (SUD) treatment pathways.
 - It is often difficult to tell at book-in if the person is experiencing a mental health crisis or an SUD crisis.
 - Need more assessment, detox, treatment linkages and residential treatment capacity.
- Need improved data sharing among all stakeholders.
- Need local flexibility similar to Florida's Baker Act which allows licensed medical professionals or law enforcement officers to authorize a civil commitment to hold individual for 72 hours for stabilization

Brian Erickson-Avel eCare

- Worked in South Dakota to develop access to timely crisis intervention in rural areas through telemedicine assessments, working with LBHAs/LMHAs.
- Can get an assessment accomplished in 12 minutes.
- Deployed in 10 states currently, including Texas.

NTBHA Planning and Network Advisory Committee (PNAC)

Minutes for the August 4, 2026 Meeting

PNAC Members Attending: Amy Gill, Rose Edwards, and David Gutierrez

NTHBA Staff Present: Janie Metzinger, Matt Roberts, Shiranda Williams, Robert Johnson, Priscilla Valdez, Anthony Garcia, Amy Cunningham

Guests: Donald Clemmons

Call to Order and Introductions at 10:32 am by Dr. Walter Taylor. There was no quorum.

No one signed up for public comment.

Quality and Evaluation

Anthony Garcia, Chief Compliance Officer, and Priscilla Valdez, Compliance Manager, gave the Quality & Evaluation Update. Quality Management conducts ongoing compliance monitoring across key clinical and operational areas such as Recovery Plans, case management documentation quality, service delivery standards, policies, personnel records, and site visits. Monitoring priorities are guided by regulatory requirements. QM works collaboratively with providers by sharing findings, offering targeted technical assistance, and supporting corrective actions. These efforts strengthen compliance, promote consistent practice, and drive continuous quality improvement across the provider network.

Trauma-Informed Care Learning Community

Robert Johnson, Director of Data Analytics, gave an overview of Trauma-Informed Care resources: The 4 R's of Trauma Informed Care (Realize, Recognize, Respond, and Resist) and the August 2026 Trauma-Informed Care Training Calendar.

Maternal Mental Health Update:

Janie Metzinger, Director of External Affairs, gave a maternal mental health update. Last January, HHSC submitted a report to the Legislature regarding Texas' efforts to address Maternal Depression, Mortality and Morbidity, as required by HB 12 by State Representative Toni Rose, which extended Medicaid coverage for women for twelve months postpartum.

To reduce pregnancy-related deaths, severe maternal morbidity and to treat postpartum depression, HHSC recommended:

- Improve care coordination and access to comprehensive health services.
- Maternal Opioid Misuse (MOM) Model is being piloted in Texas. 89th Legislature appropriated \$1,450,000 for Dallas County for this purpose.

- Additional programs such as Pregnant and Parenting Intervention (PPI), Treatment for Females (TRF), Pregnant, Parenting Women (PPW), Recovery Residence Housing (RHH) Neonatal Abstinence Syndrome Recovery Support Services (NAS-RSS), Texas Targeted Opioid Response (TTOR)
- Support safe pregnancies through the Texas Alliance for Innovation in Maternal Health (Texas AIM).
- Treat Maternal Depression.

Legislative Update

Janie Metzinger provided an update on the Texas Sunset Commission review process, noting that the Commission now has a full membership and will begin hearings on August 12th.

The Health and Human Services Commission (HHSC) Sunset staff report is pending. A summary will be provided to PNAC and the Board once available.

Discussion highlighted the biennial legislative appropriations process, the importance of HHSC exceptional funding requests, and anticipated state investments in behavioral health infrastructure, workforce, state hospital staffing and community-based services.

NTBHA Consolidated Local Services Plan and Local Provider Network Plan

Dr. Taylor gave an overview of the proposed surveys to collect information for the Consolidated Local Services Plan. He presented the PNAC with a draft Consumer Survey, Family and Care Giver Survey, Provider Survey, and Stakeholder Survey for consideration. Dr. Taylor will continue to engage the PNAC for input in the Consolidated Local Services Plan. The PNAC gave substantive input into the various surveys such as adding questions regarding transportation barriers, family inclusion in treatment planning, and awareness of service eligibility, etc. Matt Roberts, Chief Operations Officer, gave an overview of the required Local Provider Network Plan process to the PNAC and will bring the draft version of the LPND back to the PNAC at a later date.

PNAC Recommendations

There were no formal PNAC recommendations.

Upcoming Events & Announcements

NTBHA is planning a Hispanic Heritage event on September 18, 2026.

Planning has begun for the 2nd Annual Behavioral Health Symposium in Irving and is anticipated for February 2027.

Meeting adjourned at 12pm.

Performance Measures FY26 - All

Measure	Description	2026 FY First Half		202603	2026 FY Second Half		202606	YTD
		202601	202602		202604	202605		2026
Adult Improvement	At least 20% of all adults authorized in a FLOC shall show improvement in at least one domain							44.2%
Adult Service Target	Count	27382	27646	28102	28144	28107	28404	
Child Improvement	At least 25.0% of all children authorized in a FLOC shall show improvement in at least one domain							53.7%
Child Service Target	Count	7675	7846	8171	8377	8264	7941	
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	28.9%	28.5%	32.5%	56.1%	46.6%	35.3%	
Effective Crisis Response	At least 75.1% of crisis episodes during the measurement period shall not be followed by admission to an HHSC Inpatient Bed within 30 days	94.3%	94.4%	94.9%	92.8%	97%	95.5%	
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	57.1%	51.0%	50.9%	70.1%	55.2%	38.1%	

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 502-2026 Approve Nominating Committee for NTBHA Board Officers for FY 2027

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 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 approves a Nominating Committee to nominate NTBHA Board Officers for FY 2027. Nominating Committee members are:

DONE IN OPEN MEETING this 12th day of August 2026.

Recommended by:

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

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



BOARD OF DIRECTORS MEETING

Summary

DATE: August 12, 2026

AGENDA ITEM: #11 Resolution 502-2026 Approve Nominating Committee for NTBHA Board Officers for FY 2027

Recommendation/Motion: Approve nominating committee **members** and **chair** for the annual election of NTBHA Board Officers for FY 2026

Background:

According to the NTBHA By-Laws, Article III Officers, section 3.1: “Elections for the offices of Chairperson (“Chair”), Vice-Chairperson (“Vice-Chair”), Treasurer, Secretary, and such other officers as may be designated and approved by the Board shall be held at a regular scheduled meeting in September of each year.” By appointing the nomination committee at the August board meeting, proposed officers can be selected by the nominating committee and then presented for board approval at the September board meeting.

Evaluation: NA

Financial Information: NA

Implementation Schedule: Upon approval by the NTBHA board.

Attachments: N/A



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

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

Presented By: Carol Lucky, Chief Executive Officer

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 503-2026 Ratify Healthy Community Collaborative Grant Program, Contract (HHS001612500008) for FY 2027 – FY 2031

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 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 Health Community Collaborative Grant Program Contract (HHS001612500008) for FY 2027 – 2031.

DONE IN OPEN MEETING this the 12th day of August 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: August 12, 2026

AGENDA ITEM 12: Resolution 503-2026 – Ratify HHSC Healthy Community Collaborative Grant Program, Contract (“HHS001612500008”) for FY 2027 - FY 20231

RECOMMENDATION/MOTION:

Request for Board to ratify NTBHA CEO, Carol Lucky, signature to the Contract No. HHS001612500008, The Tx Health & Human Services Healthy Community Collaborative (HCC) Grant Program. Effective as of September 1, 2026.

BACKGROUND:

This HCC Grant Agreement is for the Grantee to provide support in establishing or expanding community collaboratives that serve the unmet behavioral health needs of persons experiencing homelessness or at imminent risk of homelessness. This agreement is for the term beginning September 1, 2026, and ending on August 31, 2031. The grant is funded for a total amount of \$2,178,850.

FINANCIAL INFORMATION:

The total amount of this Grant Agreement will not exceed **\$2,178,850.00**. This amount includes the System Agency’s share of **\$1,452,565.00** and Grantee’s required match amount of **\$726,285.00**.

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

Fiscal Year	HHSC Funds	In-Kind Match	FY Totals
FY2027	\$290,513.00	\$145,257.00	\$435,770.00
FY2028	\$290,513.00	\$145,257.00	\$435,770.00
FY2029	\$290,513.00	\$145,257.00	\$435,770.00
FY2030	\$290,513.00	\$145,257.00	\$435,770.00
FY2031	\$290,513.00	\$145,257.00	\$435,770.00
TOTAL VALUE	\$1,452,565.00	\$726,285.00	\$2,178,850.00

IMPLEMENTATION SCHEDULE: Upon ratification by the NTBHA board.

ATTACHMENTS: 12. *MH_HCC HHS001612500008 FY27-FY31~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

**SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001612500008
UNDER THE
HEALTHY COMMUNITY COLLABORATIVE GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”), a pass-through entity, and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“Grantee” or “Contractor”), having its principal office at 8111 LBJ Fwy, Suite 900, Dallas, TX 75251 (each a “Party” and collectively the “Parties”).

I. PURPOSE

The purpose of the Grant Agreement is for the Grantee to provide support in establishing or expanding community collaboratives that serve the unmet behavioral health needs of persons experiencing homelessness or at imminent risk of homelessness.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to Texas Government Code Title 4, Subtitle I, Chapter 547A, Community Collaboratives.

III. DURATION

This Grant Agreement is effective on September 1, 2026, and terminates on August 31, 2031, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

Notwithstanding anything herein to the contrary, with at least 30 calendar days’ advance written notice to Grantee, at the end of the Grant Agreement term System Agency, at its sole discretion, may extend this Grant Agreement, as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State for up to 12 months, in one-month intervals, at the then-current contract rate as modified during the term of the Grant Agreement..

IV. STATEMENT OF WORK

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

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed \$2,178,850.00.

This includes the System Agency's share of \$1,452,565.00 and Grantee's required match amount of \$726,285.00.

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

Total Federal Funds: \$0.00
Total State Funds: \$1,452,565.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, BUDGET AND TARGETS**.

Indirect Cost Rate: The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET AND TARGETS**, and the ICR Letter is attached to this Grant Agreement and incorporated as **ATTACHMENT J, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

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

VI. REPORTING REQUIREMENTS

All reporting requirements under this Grant Agreement will be in accordance with **ATTACHMENT A, STATEMENT OF WORK**.

VII. CONTRACT REPRESENTATIVES

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

System Agency

Mark Vogt
Health and Human Services Commission
4601 W. Guadalupe St., Mail Code 2058
Austin, TX 78751-3416
mark.vogt01@hhs.texas.gov

Grantee

Carol Lucky
North Texas Behavioral Health Authority
8111 LBJ Fwy, Suite 900
Dallas, TX 75251
clucky@ntbha.org

VIII. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
- B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

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

- C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

IX. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

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

ATTACHMENT A:	STATEMENT OF WORK
ATTACHMENT A-1:	DATA DEFINITIONS
ATTACHMENT A-2:	PERFORMANCE MEASURE REPORT TEMPLATE
ATTACHMENT A-3:	BHS MATCHING GRANT PROGRAMS PERFORMANCE MEASURES
ATTACHMENT A-4:	MATCH REIMBURSEMENT CERTIFICATION FORM
ATTACHMENT A-5:	STATEWIDE BEHAVIORAL HEALTH COORDINATING COUNCIL (SBHCC) REPORT TEMPLATE
ATTACHMENT A-6:	SECURITY ADMINISTRATOR ATTESTATION & AUTHORIZED USERS LIST
ATTACHMENT A-7:	VENDOR OR SUB-RECIPIENT DATA SHEET
ATTACHMENT B:	BUDGET AND TARGETS
ATTACHMENT C:	HHS UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.5 (SEPTEMBER 2024)
ATTACHMENT D:	HHS CONTRACT AFFIRMATIONS, VERSION 2.9 (MARCH 2026)
ATTACHMENT E:	ADDITIONAL PROVISIONS – GRANT FUNDING (VERSION 1.0)
ATTACHMENT F:	CERTIFICATION REGARDING LOBBYING
ATTACHMENT G:	HHS DATA USE AGREEMENT, v. 8.5, OCTOBER 23, 2019

**ATTACHMENT G-1: TEXAS HHS SYSTEM-DATA USE AGREEMENT-
ATTACHMENT 2-SECURITY AND PRIVACY INQUIRY (SPI)
ATTACHMENT H: SYSTEM AGENCY REQUEST FOR APPLICATIONS NO.
HHS0016125, INCLUDING ALL ADDENDA
ATTACHMENT I: GRANTEE'S RFA RESPONSE
ATTACHMENT J: INDIRECT COST RATE ACKNOWLEDGEMENT LETTER**

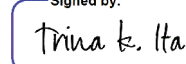
X. SIGNATURE AUTHORITY

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

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT
CONTRACT NO. HHS001612500008**

**HEALTH AND HUMAN SERVICES
COMMISSION**

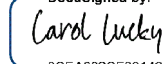
Signed by:

BB6DC1CFC21D4C3...
Signature

Printed Name: Trina K. Ita

Title: Deputy Executive Commissioner, BHS

Date of Signature: July 8, 2026

**NORTH TEXAS BEHAVIORAL HEALTH
AUTHORITY**

DocuSigned by:

8CEA892CF99146F..
Signature

Printed Name: Carol Lucky

Title: CEO

Date of Signature: July 7, 2026

ATTACHMENT B – BUDGET AND TARGETS

North Texas Behavioral Health Authority

- A. Funding Source: State General Revenue
- B. Total Reimbursements for the project period will not exceed \$1,452,565.00.
- C. Grantee's match requirement for the project will not exceed \$726,285.00.
- D. Cost Reimbursement Budget:
1. Grantee shall only utilize the funding for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved annual cost reimbursement budget, Grantee shall notify System Agency, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
 2. If needed, Grantee may revise the System Agency-approved annual cost reimbursement budget. Revision requirements are as follows:
 - a. System Agency approves Grantee's transfer of up to ten (10) percent of funds from budgeted direct cost categories only, excluding the 'Equipment' category. Budget revisions exceeding the ten (10) percent requirement require System Agency's written approval.
 - b. Grantee may request revisions to the approved annual cost reimbursement budget direct cost categories that exceed the ten (10) percent requirement by submitting a written request to the System Agency assigned contract manager. This change will require a formal contract amendment. System Agency will amend the contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized until the contract amendment is executed.
 - c. Grantee may revise the annual cost reimbursement budget 'Equipment' category, however a formal contract amendment is required. Grantee shall submit to the System Agency assigned contract manager a written request to revise the budget, which includes a justification for the revisions. System Agency will amend the contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized until the contract amendment is executed.
 - d. If **ATTACHMENT J, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER** is required but it is not issued by HHSC at the time of Contract execution, Grantee may revise the cost reimbursement budget to incorporate Grantee's new indirect cost rate. This change is considered a minor administrative change and does not require a contract amendment. System Agency shall provide written notification through technical guidance correspondence documenting approval or denial of Grantee's budget revision and will incorporate the new **ATTACHMENT J, INDIRECT COST RATE ACKNOWLEDGEMENT LETTER** into the Contract by reference as necessary.

E. Grantee's Annual Cost Reimbursement Budget:
FY 2027

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	\$132,000	\$132,000					\$0
B. Fringe Benefits	\$36,960	\$36,960					\$0
C. Travel	\$2,963	\$2,963					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$2,300	\$2,300					\$0
F. Contractual	\$85,257	\$0					\$85,257
G. Other	\$144,032	\$84,032					\$60,000
H. Total Direct Costs	\$403,512	\$258,255	\$0	\$0	\$0	\$0	\$145,257
I. Indirect Costs	\$32,258	\$32,258					\$0
J. Total (Sum of H and I)	\$435,770	\$290,513	\$0	\$0	\$0	\$0	\$145,257
K. Program Income - Projected Earnings	\$0						

FY 2028

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	\$132,000	\$132,000					\$0
B. Fringe Benefits	\$36,960	\$36,960					\$0
C. Travel	\$2,963	\$2,963					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$2,300	\$2,300					\$0
F. Contractual	\$85,257	\$0					\$85,257
G. Other	\$144,032	\$84,032					\$60,000
H. Total Direct Costs	\$403,512	\$258,255	\$0	\$0	\$0	\$0	\$145,257
I. Indirect Costs	\$32,258	\$32,258					\$0
J. Total (Sum of H and I)	\$435,770	\$290,513	\$0	\$0	\$0	\$0	\$145,257
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	\$132,000	\$132,000					\$0
B. Fringe Benefits	\$36,960	\$36,960					\$0
C. Travel	\$2,963	\$2,963					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$2,300	\$2,300					\$0
F. Contractual	\$85,257	\$0					\$85,257
G. Other	\$144,032	\$84,032					\$60,000
H. Total Direct Costs	\$403,512	\$258,255	\$0	\$0	\$0	\$0	\$145,257
I. Indirect Costs	\$32,258	\$32,258					\$0
J. Total (Sum of H and I)	\$435,770	\$290,513	\$0	\$0	\$0	\$0	\$145,257
K. Program Income - Projected Earnings	\$0						

FY 2030

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	\$132,000	\$132,000					\$0
B. Fringe Benefits	\$36,960	\$36,960					\$0
C. Travel	\$2,963	\$2,963					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$2,300	\$2,300					\$0
F. Contractual	\$85,257	\$0					\$85,257
G. Other	\$144,032	\$84,032					\$60,000
H. Total Direct Costs	\$403,512	\$258,255	\$0	\$0	\$0	\$0	\$145,257
I. Indirect Costs	\$32,258	\$32,258					\$0
J. Total (Sum of H and I)	\$435,770	\$290,513	\$0	\$0	\$0	\$0	\$145,257
K. Program Income - Projected Earnings	\$0						

FY 2031

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	\$132,000	\$132,000					\$0
B. Fringe Benefits	\$36,960	\$36,960					\$0
C. Travel	\$2,963	\$2,963					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$2,300	\$2,300					\$0
F. Contractual	\$85,257	\$0					\$85,257
G. Other	\$144,032	\$84,032					\$60,000
H. Total Direct Costs	\$403,512	\$258,255	\$0	\$0	\$0	\$0	\$145,257
I. Indirect Costs	\$32,258	\$32,258					\$0
J. Total (Sum of H and I)	\$435,770	\$290,513	\$0	\$0	\$0	\$0	\$145,257
K. Program Income - Projected Earnings	\$0						

F. Performance Targets:

1. System Agency will provide written electronic correspondence documenting approval of Grantee's performance targets. Grantee may request revisions to the approved performance targets by submitting a written request to the System Agency assigned contract manager. System Agency shall provide written notification documenting approval of Grantee's performance targets.

Section I. Executive Summary, Definitions, and Statutory Authority

1.1 EXECUTIVE SUMMARY

The Texas Health and Human Services Commission (HHSC)the System Agency is accepting Applications for the Healthy Community Collaborative (HCC) Grant Program.

HCC will support establishing or expanding Community Collaboratives which seek to serve the Unmet Behavioral Health Needs of persons experiencing homelessness or at imminent risk of homelessness. HCC is designed to build formal Community Collaboratives to support the ongoing recovery, housing stability, and community integration of persons experiencing homelessness with Unmet Behavioral Health Needs.

Applicants should reference **Section II, Scope of Grant Project**, for further detailed information regarding the purpose, background, eligible population, eligible activities and requirements.

Grant Name:	Heathy Community Collaborative Grant Program
RFA No.:	HHS0016125
Deadline for Submission of Applications:	November 10, 2025 by 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	October 2, 2025 by 2:00 p.m. Central Time
Estimated Total Available Funding:	\$250,000,000.00
Estimated Total Number of Awards:	Multiple
Estimated Max Award Amount:	\$20,000,000.00 per Project Period
Match Required, if any:	Refer to Section 5.4, Cost Sharing or Matching Requirements .
Anticipated Project Start Date:	September 1, 2026
Length of Project Period:	Five (5) Years

Eligible Applicants:	Refer to Section III. Applicant Eligibility Requirements.
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To be considered for screening, evaluation and award, Applicants must provide and submit all required information and documentation as set forth in **Section VIII, Application Organization and Submission Requirements** and **Section XIII, Submission Checklist** by the Deadline for Submission of Applications established in **Section 7.1, Schedule of Events**, or subsequent Addenda. See **Section 9.2, Initial Compliance Screening for Applications**, for further details.

1.2 DEFINITIONS AND ACRONYMS

Unless a different definition is specified, or the context clearly indicates otherwise, the definitions and acronyms given to a term below apply whenever the term appears in this RFA. All other terms have their ordinary and common meaning.

Refer to all exhibits to this RFA for additional definitions.

“Addendum” means a written clarification or revision to this RFA, including exhibits, forms, and attachments, as issued and posted by HHSC to the HHS Grants RFA website. Each Addendum will be posted and must be signed by the Applicant and returned with its Application.

“Applicant” means any person or legal entity that submits an Application in response to this RFA. The term includes the individual submitting the Application who is authorized to sign the Application on behalf of the Applicant and to bind the Applicant under any Grant Agreement that may result from the submission of the Application. May also be referred to in this RFA as “Respondent.”

“Application” or “Grant Application” means all documents the Applicant submits in response to this RFA, including all required forms and exhibits. May also be referred to in this RFA as “Solicitation Response.”

“BHS” or “Behavioral Health Services” means the department within HHSC that is responsible for the Healthy Community Collaborative Grant Program.

“Budget” means the financial plan for carrying out the Grant Project, as formalized in the Grant Agreement, including awarded funds and any required Match, submitted as part of the Application in response to this RFA. An Applicant’s requested Budget may differ from the System Agency-approved Budget executed in the final Grant Agreement.

“Business Day(s)” means any day in which HHSC normal business operations are conducted (excludes State holidays and weekends).

“Calendar Day(s)” means each day shown on the calendar beginning at 12:00 Midnight, including Saturdays, Sundays, and holidays.

“CFR” means the Code of Federal Regulations which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

“Client” means a member of the target population to be served under a Grant Agreement as a result of this RFA.

“Community Collaborative” or “Collaborative” means the Grantee and any group of partner agencies working together to provide services to Clients. It can include, but is not limited to, the local mental health authority, Local Government agencies, non-profit agencies, faith-based agencies, and for-profit social service providers. It can include agencies that received funding from this Grant or not.

“Cost Reimbursement” means a payment method in which a Grantee is reimbursed for costs that are reasonable, allowable, and allocable in accordance with the Grant Agreement and consistent with the Grant Project Budget approved by HHSC.

“Direct Cost” means those costs that can be identified specifically with a particular final cost objective under the Grant Project responsive to this RFA or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or Indirect Costs. Direct costs include, but are not limited to, salaries, travel, Equipment, and supplies directly benefiting the grant-supported Project or activity.

“Equipment” pursuant to 2 CFR § 200.1, means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$10,000. See §200.1 for Capital assets, Computing devices, General purpose Equipment, Information technology systems, Special purpose Equipment, and Supplies.

“Evidence-Based Practices” means interventions with empirical support to promote recovery from psychiatric disorders and resilience from severe emotional disturbance.

“Government Entity” means an “Agency” as defined in Texas Government Code Section 771.002 or a “Local Government” as defined in Texas Government Code Section 791.003.

“Grant Agreement” means the agreement entered into by the System Agency and the Grantee as a result of this RFA, including the Signature Document and all attachments and amendments. May also be referred to in this RFA as “Contract.”

“Grantee” means the Party receiving funds under any Grant Agreement awarded under this RFA. May also be referred to as “Subrecipient” or “Contractor.”

“HHS” includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS).

“HHSC” means the Health and Human Services Commission.

“Homeless” means individuals or families who lack a fixed, regular and adequate nighttime residence, unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as Homeless, and individuals or families fleeing and/or attempting to flee domestic violence.

“Indirect Cost” means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Indirect costs represent the expenses of doing business that are not readily identified with the Grant Project responsive to this RFA but are necessary for the general operation of the organization and the conduct of activities it performs.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each program should bear. It is the ratio (expressed as a percentage) of the Grantee’s Indirect Costs to a Direct Cost base.

“In-Kind” means non-cash matching and refers to the practice of using non-monetary resources to fulfill a portion of the required financial Match for a grant or funding opportunity.

“Match” means the non-federal and/or non-state share of costs the Grantee is required to contribute to accomplish the purpose of the Grant Project.

“Mental Illness” means an illness, disease, or condition (other than a sole diagnosis of epilepsy, dementia, substance use disorder, intellectual disabilities, or pervasive developmental disorder) that:

- A. Substantially impairs an individual's thought, perception of reality, emotional process, development, or judgment; or
- B. Grossly impairs an individual's behavior as demonstrated by recent disturbed behavior.

“Non-Profit Organization” means an entity that has obtained a federal income tax exemption under Section 501(a), Internal Revenue Code of 1986, by being listed as an exempt entity under Section 501(c)(3) of that code.

“Project” or “Grant Project” means the specific work and activities that are supported by the funds provided under the Grant Agreement as a result of this RFA.

“Project Period” means the initial period of time set forth in the Grant Agreement during which Grantees may perform approved grant-funded activities to be eligible for reimbursement or payment. Unless otherwise specified, the Project Period begins on the

Grant Agreement effective date and ends on the Grant Agreement termination or expiration date, and represents the base Project Period, not including extensions or renewals. When referring to the base Project Period plus anticipated renewal or extension periods, [“Grant Term”](#) is used.

[“Proposed Project”](#) means the open Application period and before selection of Grant recipients are made.

[“RFA”](#) means this Request for Applications, including all parts, exhibits, forms, attachments and addenda posted on the HHS Grants RFA website. May also be referred to herein as [“Solicitation.”](#)

[“SAMHSA”](#) means The Substance Abuse and Mental Health Services Administration.

[“State”](#) means the State of Texas and its instrumentalities, including the System Agency and any other state agency, its officers, employees, or authorized agents.

[“State Fiscal Year”](#) means the twelve-month period beginning September 1st and ending August 31st.

[“Statewide Behavioral Health Coordinating Council”](#) or [“SBHCC”](#) is comprised of representatives of State Agencies or institutions of higher education that receive State general revenue for BHS. Core duties of the SBHCC include developing and monitoring the implementation of a five-year Statewide behavioral health strategic plan.

[“Substance Use Disorder”](#) means a condition in which the use of one or more substances leads to a clinically significant impairment or distress.

[“System Agency”](#) means HHSC, DSHS, or both, that will be a party to any Grant Agreement resulting from the RFA.

[“Unmet Behavioral Health Needs”](#) means diagnosed or suspected behavioral health needs that are not being clinically addressed or are not being adequately addressed.

[“TxGMS”](#) means the Texas Grant Management Standards published by the Texas Comptroller of Public Accounts.

1.3 STATUTORY AUTHORITY

The System Agency is requesting Applications under [Chapter 547A of the Texas Government Code](#). State funds for this Grant Project are authorized under the 2026-27 Texas General Appropriations Act, Senate Bill 1, 89th Legislature, Regular Session, 2025 (Article II Rider 50). All awards are subject to the availability of appropriated state funds and any modifications or additional requirements that may be imposed by law.

1.4 STANDARDS

Awards made as a result of this RFA are subject to all policies, terms, and conditions set forth in or included with this RFA as well as applicable statutes, requirements, and guidelines including, but not limited to applicable provisions of the Texas Grant Management Standards (TxGMS) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

Section II. Scope of Grant Project

2.1 PURPOSE

The purpose of the HCC Grant Program is to:

- A. Provide services to address homelessness, such as BHS, housing services, coordinated intake services, basic needs support, substance use treatment, and jail diversion services;
- B. Develop and maintain community partnerships to leverage resources and coordinate case management service delivery; and
- C. Implement strategies that build community infrastructure for collaboration, such as centralized staffing and resources, shared planning and measurement strategies, and centralized Client data systems.

2.2 PROGRAM BACKGROUND

BHS in Texas, including services for both mental health and substance use disorders, has evolved and transformed over the past decade. Much of this transformation is due to the large investment and stewardship of the Texas Governor and Legislature to improve the BHS delivery system.

Part of this investment included Senate Bill (S.B.) 58, 83rd Legislature, Regular Session, 2013, which created the HCC Grant Program that is now defined by Texas Government Code Chapter 547A, aimed at providing communities with resources to serve persons with Unmet Behavioral Health Needs experiencing homelessness, disproportionate resource utilization, and loss of productivity that impacts both individuals and society.

The Texas Legislature has amended the statute since the inception of the HCC program to expand the methods of awarding grants through the following legislation:

- A. S.B. 1849, 85th Legislature, Regular Session, 2017;
- B. H.B. 4468, 86th Legislature, Regular Session, 2019; and
- C. H.B. 3088, 87th Legislature, Regular Session, 2021.

HCC is designed to build formal Community Collaboratives to support the ongoing recovery, housing stability, and community integration of persons experiencing Homelessness with Unmet Behavioral Health Needs. Through grant funding and access to recovery-oriented services, eligible persons experiencing homelessness will be able to:

- A. Secure and maintain safe, permanent housing;
- B. Secure and maintain employment that results in income at or above 100% of the Federal Poverty Income Level;
- C. Become integrated into the Community Collaborative serves through community relationships and family supports; and
- D. Achieve and maintain ongoing recovery. This funding opportunity invites Grant Applications requesting funding for the HCC Grant Program.

2.3 ELIGIBLE POPULATION

The HCC Program supports services for individuals experiencing homelessness with Unmet Behavioral Health Needs. The eligible population to be served under this RFA consists of residents who physically reside in Texas and who have a clinical diagnosis of a Mental Illness and/or Substance Use Disorder.

2.4 ELIGIBLE SERVICE AREAS

The service areas eligible for Project funding under this RFA are a single or any combination of the 254 counties in Texas.

2.5 ELIGIBLE ACTIVITIES

This grant program may fund activities and costs as allowed by the laws, regulations, rules, and guidance governing fund use identified in the relevant sections of this RFA. Only grant-funded activities authorized under this RFA are eligible for reimbursement and payment under any Grant Agreement awarded as a result of this RFA.

The Grantee shall directly provide or provide through written agreement with other Collaborative partners, HCC services through the entire contract term. Refer to **Attachment A, Statement of Work.**

2.6 PROGRAM REQUIREMENTS

All Grant Projects funded under this RFA must meet all program requirements listed in **Attachment A, Statement of Work.**

2.7 REQUIRED REPORTS

The System Agency will monitor Grantee's performance, including, but not limited to, through review of financial and programmatic reports and performance measures, under any Grant Agreement awarded as a result of this RFA. Each Grantee awarded a Grant Agreement as a result of this RFA must submit the following reports by the noted due dates and as described in **Attachment A, Statement of Work**, Section IV. Match Requirements/Reporting.

The Statewide Behavioral Health Coordinating Council (SBHCC) requires a semiannual (i.e., twice per State Fiscal Year) report which outlines coordinated efforts to address behavioral health gaps in services and systems. This report must be prepared using an HHSC-provided reporting tool. **Attachment A-3, Example Statewide Behavioral Health Coordinating Council Report Template** provides examples of information historically reported for Applicant's reference.

Grantee shall provide all applicable reports in the format specified by System Agency in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports, or other requested information, may result in System Agency, 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 under the Grant Agreement.

2.8 PERFORMANCE MEASURE MONITORING

The System Agency will look solely to Grantee for the performance of all Grantee obligations and requirements in a Grant Agreement resulting from this RFA. Grantee shall not be relieved of its obligations for any nonperformance by its subgrantees or subcontractors, if any.

Grant Agreement(s) awarded as a result of this RFA are subject to the System Agency's performance monitoring activities throughout the duration of the Grant Project Period. This evaluation may include a reassessment of Project activities and services to determine whether they continue to be effective throughout the grant term.

Grantees must regularly collect and maintain data that measures the performance and effectiveness of activities under a Grant Agreement resulting from this RFA in the manner, and within the timeframes specified in this RFA and resulting Grant Agreement, or as otherwise specified by System Agency. Grantees must submit the necessary information and documentation regarding performance measures, to include required reports and other deliverables, in accordance with **Attachment A, Statement of Work** and **Section 2.7, Required Reports**.

Exhibit F, Behavioral Health Services Matching Grants Performance Measures provides a list of current outputs, outcomes, and definitions for Applicant's reference.

HHSC will negotiate outputs and outcomes with Applicants before final selection.

If requested by HHSC, the Grantee shall report on the progress towards completion of the Grant Project and other relevant information as determined by HHSC during the Grant Project Period/Grant Term. To remain eligible for renewal funding, if any, the Grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that Grantee's activities and services effectively address and achieve the Project's stated purpose.

2.9 THIRD-PARTY EVALUATOR MONITORING

Upon execution of this Contract, Grantee shall participate in the quality improvement strategies and requirements listed in Attachment A, Statement of Work, Section V. Third Party Evaluator Service Data Reporting.

2.10 FINAL BILLING SUBMISSION

Unless otherwise directed by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than 45 Calendar Days following the end of the term of the Grant Agreement. Reimbursement or payment requests received after the deadline may not be paid.

2.11 DATA USE AGREEMENT

By submitting an Application in response to this RFA, Applicant agrees to be bound by the terms of Exhibit D, Data Use Agreement v8.5 or Exhibit D-1, Governmental Entity Version HHS Data Use Agreement v8.5 including but not limited to the terms and conditions regarding Exhibit D-2, Texas HHS System-Data Use Agreement-Attachment 2, Security and Privacy Inquiry (SPI), attached to this RFA.

2.12 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

Pursuant to the General Appropriations Act, Article IX, Section 4.04, in each Grant Agreement with a unit of Local Government, grant funds appropriated under the General Appropriations Act will be expended subject to limitations and reporting requirements similar to those provided by:

- A. Parts 2, 3, and 5 of Article IX of the General Appropriations Act (except there is no requirement for increased salaries for Local Government employees);
- B. §§556.004, 556.005, and 556.006, Government Code; and

C. §§2113.012 and 2113.101, Government Code.

In this section, “unit of Local Government” means:

- A. A council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code;
- B. A local workforce development board; or
- C. A community center as defined by Health and Safety Code, §534.001(b).

Section III. Applicant Eligibility Requirements

3.1 LEGAL AUTHORITY TO APPLY

By submitting an Application in response to this RFA, Applicant certifies that it has legal authority to apply for the Grant Agreement that is the subject of this RFA and is eligible to receive awards. Further, Applicant certifies it will continue to maintain any required legal authority and eligibility throughout the entire duration of the grant term, if awarded. All requirements apply with equal force to Applicant and, if the recipient of an award, Grantee and its subgrantees or subcontractors, if any.

Each Applicant may only submit one Grant Application.

3.2 APPLICATION SCREENING REQUIREMENTS

Each Applicant may only submit one (1) Grant Application.

In order to be considered an Applicant eligible for evaluations, Applicant must meet the following minimum requirements:

- A. Application is received by the published Deadline for Submission of Applications.
- B. Application is complete and includes all applicable attachments, exhibits, forms, and addenda.
- C. Application is signed by Applicant’s authorized representative.
- D. Applicant is a Local Government entity, non-profit community organization, or a faith-based community organization.

3.3 GRANT AWARD ELIGIBILITY

By submitting an Application in response to this RFA, Applicant certifies that:

- A. Applicant and all of its identified subsidiaries intending to participate in the Grant Agreement are eligible to perform grant-funded activities, if awarded, and are not

subject to suspension, debarment, or a similar ineligibility determined by any state or federal entity;

- B. Applicant is in good standing under the laws of Texas and has provided HHS with any requested or required supporting documentation in connection with this certification;
- C. Applicant shall remain in good standing and eligible to conduct its business in Texas and shall comply with all applicable requirements of the Texas Secretary of State and the Texas Comptroller of Public Accounts;
- D. Applicant is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Applicant's operations; and
- E. Applicant is not delinquent in taxes owed to any taxing authority of the State of Texas as of the effective date of this Grant Agreement.

3.4 GRANTS FOR POLITICAL POLLING PROHIBITED

Pursuant to the General Appropriations Act, Article IX, Section 4.03, none of the funds appropriated by the General Appropriations Act may be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party. By submitting a response to this RFA, Applicant certifies that it is not ineligible for a Grant Agreement pursuant to this prohibition.

Section IV. Project Period

4.1 PROJECT PERIOD

The Project Period is anticipated to be **September 1, 2026**, through **August 31, 2031**.

Extension of Project Period: Approved Projects may not exceed the initial term of the five (5) year Grant Term. The System Agency may, at its sole discretion, extend the Project Period for up to one (1) year in one (1) month intervals to ensure continuity of services, purpose of transition or completion of Grant activities.

4.2 PROJECT CLOSEOUT

System Agency will programmatically and financially close the grant award and end the Grant Agreement when System Agency determines Grantee has completed all applicable actions and work in accordance with Grant Agreement requirements. The Grantee must submit all required financial, performance, and other reports as required in the Grant

Agreement. The Project close-out date is 90 Calendar Days after the Grant Agreement end date, unless otherwise noted in the original or amended Grant Agreement. Funds not obligated by Grantee by the end of the Grant Agreement term and not expended by the Project close-out date will revert to System Agency.

Section V. Grant Funding and Reimbursement Information

5.1 GRANT FUNDING SOURCE AND AVAILABLE FUNDING

The total amount of State funding available for the HCC grant program is **\$250,000,000.00** for the entire Project Period. It is the System Agency's intention to make multiple awards to Applicants that successfully demonstrate Projects that establish or expand Community Collaboratives which seek to serve the Unmet Behavioral Health Needs of persons experiencing homelessness or at imminent risk of homelessness.

Applicants are strongly cautioned to only apply for the amount of grant funding they can responsibly expend during the Project Period to avoid lapsed funding at the end of the Grant Term. Successful Applications may not be funded to the full extent of Applicant's requested Budgets in order to ensure grant funds are available for the broadest possible array of communities and programs.

Reimbursement will only be made for actual, allowable, and allocable expenses that occur within the Project Period. No spending or costs incurred prior to the effective date of the award will be eligible for reimbursement.

5.2 NO GUARANTEE OF REIMBURSEMENT AMOUNTS

There is no guarantee of total reimbursements to be paid to any Grantee under any Grant Agreement, if any, resulting from this RFA. Grantees should not expect to receive additional or continued funding under future RFA opportunities and should maintain sustainability plans in case of discontinued grant funding. Any additional funding or future funding may require submission of a new Application through a subsequent RFA.

Receipt of an Application in response to this RFA does not constitute an obligation or expectation of any award of a Grant Agreement or funding of a grant award at any level under this RFA.

5.3 GRANT FUNDING PROHIBITIONS

Grant funds may not be used to support the following services, activities, and costs:

- A. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- B. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- C. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. § 1913), whether conducted directly or indirectly;
- D. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- E. Vehicles for general agency use; to be allowable, vehicles must have a specific use related to Project objectives or activities;
- F. Entertainment, amusement, or social activities and any associated costs including but not limited to admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
- G. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;
- H. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or where such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
- I. Membership dues for individuals;
- J. Any expense or service that is readily available at no cost to the grant Project;
- K. Any activities related to fundraising;
- L. Capital expenditures such as capital improvements, property losses and expenses, real estate purchases, mortgage payments, remodeling, the acquisition or construction of facilities, or other items that are unallowable pursuant to 2 CFR 200.439;
- M. Any activities, Projects, or expenses that do not align with the goals and objectives of this RFA;
- N. Any other prohibition imposed by federal, state, or local law; and
- O. Other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart and/or 2 CFR 200, Subpart E – Cost Principles, General Provisions for Selected Items of Cost, where applicable.

5.4 COST SHARING OR MATCHING REQUIREMENTS

Grantees will be responsible for providing matching funds for any awards resulting from this procurement. The Match requirement will be based on the population of the largest county in the service area. Refer to **Attachment A, Statement of Work**, Section IV. Match Requirements/Reporting.

County population figures must be consistent with the 2020 United States Census for county population data. Visit [Census Bureau Profiles Results](#) for more information.

Match requirements must be treated consistently with grant funds and used only for allowable and allocable purposes.

All cost sharing or matching funds and contributions must meet all the following criteria:

- A. Are verifiable from the Grantee's records;
- B. Are not included as contributions for any other state or federal award;
- C. Are necessary and reasonable for accomplishment of Grant Project objectives;
- D. Are allowable under the Grant Agreement;
- E. Are not paid by the State or federal government; and
- F. Are provided for in the approved Grant Project Budget.

Donations: The value of donated services may be used to meet cost sharing or matching requirements. If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation. If a third party donates the use of Equipment or space in a building, but retains title, the contribution will be valued at the fair rental rate of the Equipment or space. If a third party donates Equipment, building, or land, and title passes to Grantee, the treatment of the donated property will be determined based on TxGMS, Cost Sharing or Matching Section.

5.5 PAYMENT METHOD

Grant Agreement(s) awarded under this RFA will be funded on a Cost Reimbursement basis for reasonable, allowable and allocable Grant Project Direct Costs. Under the Cost Reimbursement payment method, Grantee is required to finance operations and will only be reimbursed for actual, allowable, and allocable costs incurred on a monthly basis and supported by adequate documentation. No additional payments will be rendered unless an advanced payment is approved.

See **Attachment A, Statement of Work**, Section VII. Invoice and Payment for invoice due dates and required documentation.

Section VI. Application Forms and Exhibits for Submission

Note: Applicants must refer to **Section XIII, Submission Checklist**, for the complete checklist of documents that must be submitted with an Application under this RFA.

6.1 NARRATIVE PROPOSAL

Using **Forms D, E, and G**, attached to this RFA, Applicants shall provide information related to local critical gaps and unmet needs, proposed Project design, Applicant experience administering similar Projects and performance measures to satisfy all objectives described in **Section II, Scope of Grant Project** and **Attachment A, Statement of Work**, including the Applicant's approach to meeting any required or proposed timelines and associated milestones. Applicants should identify all proposed tasks to be performed, including all Project activities, during the Grant Project Period. Applicants must complete and submit all required attachments.

6.2 REQUESTED BUDGET

Attached **Exhibit E, Requested Annual Budget Template**, of this RFA is the template for submitting the Requested Budget. Applicants must develop the Requested Budget to support their Proposed Project and in alignment with the requirements described in this RFA.

Applicants must ensure that Project costs outlined in the Requested Budget are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements. Reasonable costs are those if, in nature and amount, do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. A cost is allocable to a particular cost objective if the cost is chargeable or assignable to such cost objective in accordance with relative benefits received. See 2 CFR Part 200.403 or TxGMS Cost Principles, Basic Considerations (pgs. 32-33), for additional information related to factors affecting allowability of costs.

Applicants must utilize the Budget template provided, **Exhibit E, Requested Annual Budget Template**, and identify all Budget line items and matching costs. Budget categories must be broken out into specific budget line items that allow System Agency to determine if proposed costs are reasonable, allowable, and necessary for the successful performance of the Project. Applicants must enter all costs in the Budget tables and explain why the cost is necessary and how the cost was established. Matching funds must also be identified in the Requested Budget.

If selected for a grant award under this RFA, only System Agency-approved Budget items in the Requested Budget may be considered eligible for reimbursement.

Submission of Exhibit E, Requested Annual Budget Template in its original Excel format, is mandatory. Applicants that fail to submit a Requested Budget as set forth in this RFA with their Application will be disqualified.

6.3 INDIRECT COSTS

Applicants must have an approved Indirect Cost Rate (ICR) or request the de minimis rate to recover Indirect Costs. All Applicants are required to complete and submit **Form F, Texas Health and Human Services System Indirect Costs Rate (ICR) Questionnaire**, with required supporting documentation. The questionnaire initiates the acknowledgment or approval of an ICR for use with the System Agency cost-reimbursable contracts. Entities declining the use of Indirect Cost cannot recover Indirect Costs on any System Agency award or use unrecovered Indirect Costs as Match.

HHS typically accepts the following approved ICRs:

- A. Federally Approved Indirect Cost Rate Agreement; and
- B. State of Texas Approved Indirect Cost Rate

The System Agency, at its discretion, may request additional information to support any approved ICR agreement.

If the Applicant does not have an approved ICR agreement, the Applicant may be eligible for the 15% de minimis rate or may request to negotiate an ICR with HHS.

For Applicants requesting to negotiate an ICR with HHS, the ICR Proposal Package will be provided by the HHS Federal Funds Indirect Cost Rate Group to successful Grantees. The ICR Proposal Package must be completed and returned to the HHS Federal Funds Indirect Cost Rate Group no later than three (3) months post-award.

The HHS Federal Funds Indirect Cost Rate group will contact applicable Grantees after Grant Agreement execution to initiate and complete the ICR process. Grantees should respond within 30 Business Days, or the request will be cancelled, and Indirect Costs may be disallowed.

Once HHS acknowledges an existing rate or approves an ICR, the Grantee will receive one of the three (3) Indirect Cost approval letters: ICR Acknowledgement Letter, ICR Acknowledgement Letter – 15% De Minimis, or the ICR Agreement Letter.

If an Indirect Cost Rate Letter is required but it is not issued at the time of Grant Agreement execution, the Grant Agreement will be amended to include the Indirect Cost Rate Letter after the ICR Letter is issued.

Approval or acceptance of an ICR will not result in an increase in the amount awarded or affect the agreed-upon service or performance levels throughout the life of the award.

6.4 ADMINISTRATIVE APPLICANT INFORMATION

Using **Forms A** through **C** attached to this RFA, Applicant must provide satisfactory evidence of its ability as an organization to manage and coordinate the types of activities described in this RFA.

A. Litigation and Contract History

Applicant must include in its Application a complete disclosure of any alleged or significant contractual or grant failures.

In addition, Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Applicant. See **Exhibit A, HHS Solicitation Affirmations v2.7**. Applicant certifies it does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

Application may be rejected based upon Applicant's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual or grant obligations.

B. Internal Controls Questionnaire

Applicant must complete **Form C, Internal Controls Questionnaire**, and submit with its Application.

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Section VII. RFA Administrative Information and Inquiries

7.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Funding Announcement Posting Date Posted to HHS Grants Opportunities	September 30, 2025
Deadline for Submitting Questions or Requests for Clarification	October 2, 2025 by 2:00 p.m. Central Time
Tentative Date Answers to Questions or Requests for Clarification Posted	October 12, 2025
Deadline for Submission of Applications NOTE: Applications must be <u>RECEIVED</u> by HHSC by this deadline if not changed by subsequent Addenda to be considered eligible.	November 10, 2025 by 10:30 a.m. Central Time
Anticipated Notice of Award	May 2026
Anticipated Project Start Date	September 2026

Applicants must ensure their Applications are received by HHSC in accordance with the Deadline for Submission of Applications (date and time) indicated in this Schedule of Events or as changed by subsequent Addenda posted to the [HHS Grants RFA](#) website.

All dates are tentative and HHSC reserves the right to change these dates at any time. At the sole discretion of HHSC, events listed in the Schedule of Events are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the Deadline for Submission of Applications will be published by posting an Addendum to the [HHS Grants RFA](#) website. After the Deadline for Submission of Applications, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding the anticipated award date to the [Procurement Forecast](#) on the HHS

Procurement Opportunities [web page](#). Each Applicant is responsible for checking the HHS Grants RFA website and Procurement Forecast for updates.

7.2 SOLE POINT OF CONTACT

All requests, questions or other communication about this RFA shall be made by email **only** to the Grant Specialist designated as HHSC's Sole Point of Contact listed below:

Name	Michele Rivers
Title	Grant Specialist, HHSC Procurement and Contracting Services
Address	Procurement and Contracting Services Building 1100 W 49th St. MC: 2020 Austin, TX 78756
Phone	512-406-2449
Email	Michele.Rivers@hhs.texas.gov

Applicants shall not use this e-mail address for submission of an Application. Follow the instructions for submission as outlined in Section VIII, Application Organization and Submission Requirements.

However, if expressly directed in writing by the Sole Point of Contact, Applicant may communicate with another designated HHS representative (e.g., during grant negotiations as part of the normal grant review process, if any).

Prohibited Communications: Applicants and their representatives shall not contact other HHS personnel regarding this RFA.

This restriction (on only communicating in writing by email with the sole point of contact identified above) does not preclude discussions between Applicant and agency personnel for the purposes of conducting business unrelated to this RFA.

Failure of an Applicant or its representatives to comply with these requirements may result in disqualification of the Application.

7.3 RFA QUESTIONS AND REQUESTS FOR CLARIFICATION

Written questions and requests for clarification of this RFA are permitted if submitted by email to the Sole Point of Contact by the Deadline for Submitting Questions or Requests for Clarification established in **Section 7.1, Schedule of Events**, or as may be amended in Addenda, if any, posted to the HHS Grants RFA websites.

Applicants' names will be removed from questions in any responses released. All questions and requests for clarification must include the following information. Submissions that do not include this information may not be accepted:

- A. RFA Number;
- B. Section or Paragraph number from this Solicitation;
- C. Page Number of this Solicitation;
- D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment;
- E. Page Number of the Exhibit;
- F. Language, Topic, Section Heading being questioned; and
- G. Question

The following contact information must be included in the e-mail submitted with questions or requests for clarification:

- A. Name of individual submitting question or request for clarification
- B. Organization name;
- C. Phone number; and
- D. E-mail address.

7.4 AMBIGUITY, CONFLICT, DISCREPANCY, CLARIFICATIONS

Applicants must notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFA in the manner and by the Deadline for Submitting Questions or Requests for Clarification. Each Applicant submits its Application at its own risk.

If Applicant fails to properly and timely notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFA, Applicant, whether awarded a Grant Agreement or not:

- A. Shall have waived any claim of error or ambiguity in the RFA and any resulting Grant Agreement;
- B. Shall not contest the interpretation by the HHSC of such provision(s); and
- C. Shall not be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

7.5 RESPONSES TO QUESTIONS OR REQUEST FOR CLARIFICATIONS

Responses to questions or other written requests for clarification will be consolidated and HHSC will post responses in one or more Addenda on the [HHS Grants RFA](#) website. Responses will not be provided individually to requestors.

HHSC reserves the right to amend answers previously posted at any time prior to the Deadline for Submission of Applications. Amended answers will be posted on the [HHS Grants RFA](#) website in a separate, new Addendum or Addenda. It is Applicant's responsibility to check the [HHS Grants RFA](#) website or contact the Sole Point of Contact for a copy of the Addendum with the amended answers.

7.6 CHANGES, AMENDMENT OR MODIFICATION TO RFA

HHSC reserves the right to change, amend, modify or cancel this RFA. All changes, amendments and modifications or cancellation will be posted by Addendum on the HHS Grants RFA website.

It is the responsibility of each Applicant to periodically check the HHS Grants RFA website for any additional information regarding this RFA. Failure to check the posting website will in no way release any Applicant or awarded Grantee from the requirements of posted Addenda or additional information. No HHS agency will be responsible or liable in any regard for the failure of any individual or entity to receive notification of any posting to the websites or for the failure of any Applicant or awarded Grantee to stay informed of all postings to these websites. If the Applicant fails to monitor these websites for any changes or modifications to this RFA, such failure will not relieve the Applicant of its obligation to fulfill the requirements as posted.

7.7 EXCEPTIONS

Applicants are highly encouraged, in lieu of including exceptions in their Applications, to address all issues that might be advanced by way of exception by submitting an **Exhibit I, Exceptions**, by submitting questions or requests for clarification pursuant to **Section 7.3, RFA Questions and Requests for Clarification**.

No exception, nor any other term, condition, or provision in an Application that differs, varies from, or contradicts this RFA, will be considered to be part of any Grant Agreement resulting from this RFA unless expressly made a part of the Grant Agreement in writing by the System Agency.

Section VIII. Application Organization and Submission Requirements

8.1 APPLICATION RECEIPT

Applications must be received by HHSC by the Deadline for Submission of Applications specified in **Section 7.1, Schedule of Events**, or subsequent Addenda. HHSC will date and time stamp all Applications upon receipt. Applications received after the Deadline for Submission of Applications may be ruled ineligible. Applicants should allow for adequate time for submission before the posted Deadline for Submission of Applications.

No HHS agency will be held responsible for any Application that is mishandled prior to receipt by HHSC. It is the Applicant's responsibility to ensure its Application is received by HHSC before the Deadline for Submission of Applications. No HHS agency will be responsible for any technical issues that result in late delivery, non-receipt of an Application, inappropriately identified documents, or other submission issue that may lead to disqualification.

Note: All Applications become the property of HHSC after submission and receipt and will not be returned to Applicant.

Applicants understand and acknowledge that issuance of this RFA or retention of Applications received in response to this RFA in no way constitutes a commitment to award Grant Agreement(s) as a result of this RFA.

8.2 APPLICATION SUBMISSION

By submitting an Application in response to this Solicitation, Applicant represents and warrants that the individual submitting the Application and any related documents on behalf of the Applicant is authorized to do so and to binds the Applicant under any Grant Agreement that may result from the submission of an Application.

8.3 REQUIRED SUBMISSION METHOD

Applicants must submit their completed Application by the Deadline for Submission of Applications provided in the **Section 7.1, Schedule of Events**, or subsequent Addenda, using one of the approved methods identified below. Applications submitted by any other method (e.g., facsimile) will not be considered and will be disqualified.

Submission Option #1 HHS Online Bid Room: Applicants shall upload the following documents to the Online Bid Room utilizing the procedures in **Exhibit H, HHS Online Bid Room Information**. **File Size Limitation:** Restriction to 250MB per file attachment.

- A. One (1) copy marked as “Original Application” that contains the Applicant’s entire Application in a Portable Document Format (“.pdf”) file.
- B. One (1) copy of the completed **Exhibit E, Requested Annual Budget Template**, in its original Excel format.
- C. One (1) copy of the complete Application marked as “Public Information Act Copy,” if applicable, in accordance with **Section 12.1, Texas Public Information Act-Application Disclosure Requirements**, in a Portable Document Format (“.pdf”) file.

Submission Option #2 Sealed Package with USB Drives: Applicants shall submit each of the following on separate USB drives:

- A. One (1) USB drive with the complete Application file marked as “Original Application” in a Portable Document Format (“.pdf”) file. Include the USB in a separate envelope within the sealed Application package and mark the USB and envelope with “Original Application.” USB drive must include the completed **Exhibit E, Requested Annual Budget Template**, in its original Excel format.
- B. One (1) USB drive with a copy of the complete Application file marked as “Public Information Act Copy,” if applicable and in accordance with **Section 12.1, Texas Public Information Act-Application Disclosure Requirements**. The copy must be in a Portable Document Format (“.pdf”) file. Include the USB in a separate envelope within the sealed package and mark the USB and envelope with “Public Information Act Copy” or “PIA Copy.”

Sealed packaged must be clearly labeled with the following:

- A. RFA Number;
- B. RFA Title;
- C. Deadline for Submission of Applications;
- D. Sole Point of Contact’s name; and
- E. Applicant’s legal name

Applicants are solely responsible for ensuring the USB drives are submitted in sealed packaging that is sufficient to prevent damage to contents and delivered by U.S. Postal Service, overnight or express mail, or hand delivery to the addresses below. No HHS agency will be responsible or liable for any damage.

Overnight/Express/Priority Mail	Hand Delivery
Health and Human Services Commission ATTN: Michele Rivers Tower Building Room 108 1100 W. 49th St., MC 2020 Austin, Texas 78756	Health and Human Services Commission ATTN: Michele Rivers Procurement & Contracting Services Building 1100 W. 49th St., MC 2020 Austin, Texas 78756

8.4 COSTS INCURRED FOR APPLICATION

All costs and expenses incurred in preparing and submitting an Application in response to this RFA and participating in the RFA selection process are entirely the responsibility of the Applicant.

8.5 APPLICATION COMPOSITION

All Applications must:

- A. Be responsive to all RFA requirements;
- B. Be clearly legible;
- C. Be presented using font type Verdana, Arial, or Times New Roman, font size 12 pt., with one (1) inch margins and 1.5 line spacing; the sole 12-point font size exception is no less than size 10 pt. for tables, graphs, and appendices;
- D. Include page numbering for each section of the proposal; and
- E. Include signature of Applicant's authorized representative on all exhibits and forms requiring a signature. Copies of the Application documents should be made after signature.

8.6 APPLICATION ORGANIZATION

The complete Application file .pdf must:

- A. Be organized in the order outlined in the **Section XIII, Submission Checklist**, and include all required sections (e.g., "Administrative Applicant Information,"

“Narrative Proposal,” “Requested Budget,” “Indirect Costs,” “Exhibits to be Submitted with Application,” and “Addenda”)

1. **Exhibit E, Requested Annual Budget Template**, is to be submitted in its original Excel format.
 2. Each Application section must have a cover page with the Applicant’s legal name, RFA number, and Name of Grant identified.
- B. Include all required documentation, exhibits, and forms completed and signed, as applicable. Copies of forms are acceptable, but all copies must be identical to the original. All exhibits must be submitted and obtained directly from the posted RFA package; previous versions and copies are not allowed or acceptable.

8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS

Prior to the Deadline for Submission of Applications set forth in **Section 7.1, Schedule of Events**, or subsequent Addenda, an Applicant may:

- A. Withdraw its Application by submitting a written request to the Sole Point of Contact; or
- B. Modify its Application by submitting an entirely new submission, complete in all respects, using one of the approved methods of submission set forth in this RFA. The modification must be received by HHSC by the Deadline for Submission of Applications set forth in **Section 7.1, Schedule of Events**, or subsequent Addenda.

No withdrawal or modification request received after the Deadline for Submission of Applications, set forth in **Section 7.1, Schedule of Events**, or subsequent Addenda, will be considered. Additionally, in the event of multiple Applications received, the most timely received and/or modified Application will replace the Applicant’s original and all prior submission(s) in its entirety and the original submission(s) will not be considered.

Section IX. Application Screening and Evaluation

9.1 OVERVIEW

A three-step selection process will be used:

- A. Application screening to determine whether the Applicant meets the minimum requirements of this RFA;
- B. Evaluation based upon specific criteria; and

- C. Final selection based upon State priorities, the best interests of the state of Texas, and other relevant factors, as outlined in **Section 10.1, Final Selection**.

9.2 INITIAL COMPLIANCE SCREENING OF APPLICATIONS

All Applications received by the Deadline for Submission of Applications as outlined in **Section 7.1, Schedule of Events**, or subsequent Addenda, will be screened by HHSC to determine which Applications meet all the minimum requirements of this RFA and are deemed responsive and qualified for further consideration. See **Section 3.2, Application Screening Requirements**.

At the sole discretion of HHSC, Applications with errors, omissions, or compliance issues may be considered non-responsive and may not be considered. The remaining Applications will continue to the evaluation stage and will be considered in the manner and form as which they are received. HHSC reserves the right to waive minor informalities in an Application. A “minor informality” is an omission or error that, in the determination of HHSC if waived or modified, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or RFA requirements. **Note:** Any disqualifying factor set forth in this RFA does not constitute an informality (e.g., **Exhibit A, HHS Solicitation Affirmations v2.7**, or **Exhibit E, Requested Annual Budget Template**).

HHSC, at its sole discretion, may give an Applicant the opportunity to submit missing information or make corrections at any point after receipt of Application. The missing information or corrections must be submitted to the Sole Point of Contact e-mail address in **Section 7.2, Sole Point of Contact**, by the deadline set by HHSC. Failure to respond by the deadline may result in the rejection of the Application and the Applicant’s not being considered for award.

9.3 QUESTIONS OR REQUESTS FOR CLARIFICATION FOR APPLICATIONS

System Agency reserves the right to ask questions or request clarification or revised documents for a submitted Application from any Applicant at any time prior to award. System Agency reserves the right to select qualified Applications received in response to this RFA without discussion of the Applications with Applicants.

9.4 EVALUATION CRITERIA

Applications will be evaluated and scored in accordance with the following scoring criteria using **Exhibit G, Evaluation Tool**.

Scoring Criteria: Qualified Applications shall be evaluated based upon:

1. Local Critical Gaps and Unmet Needs (15%)
2. Proposed Project Design (45%)
3. Experience (30%)
4. Proposed Budget (10%)

9.5 PAST PERFORMANCE

System Agency reserves the right to request additional information and conduct investigations as necessary to review any Application. By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing information about the Applicant at the request of System Agency.

System Agency may examine Applicant's past performance which may include, but is not limited to, information about Applicant provided by any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government.

System Agency, at its sole discretion, may also initiate investigations or examinations of Applicant performance based upon media reports. Any negative findings, as determined by System Agency in its sole discretion, may result in System Agency removing the Applicant from further consideration for award.

Past performance information regarding Applicants may include, but is not limited to:

- A. Notices of termination;
- B. Cure notices;
- C. Assessments of liquidated damages;
- D. Litigation;
- E. Audit reports; and
- F. Non-renewals of grants or contracts based on Applicant's unsatisfactory performance.

Applicants also may be rejected as a result of unsatisfactory past performance under any grant(s) or contract(s) as reflected in vendor performance reports, reference checks, or other sources. An Applicant's past performance may be considered in the initial screening process and prior to making an award determination.

Reasons for which an Applicant may be denied a Grant Agreement at any point after Application submission include, but are not limited to:

- A. If applicable, Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS). VPTS may be accessed at: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>, OR,
- B. Applicant is currently under a corrective action plan through HHSC or DSHS, OR,
- C. Applicant has had repeated, negative vendor performance reports for the same reason, OR,
- D. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,
- E. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or substandard performance, OR
- F. Any other performance issue that demonstrates that awarding a Grant Agreement to Applicant would not be in the best interest of the State.

9.6 COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

Prior to award of a Grant Agreement as a result of this RFA and in addition to the initial screening of Applications, all required verification checks will be conducted.

The information (e.g., legal name and, if applicable, assumed name (d/b/a), tax identification number, DUNS number) provided by Applicant will be used to conduct these checks. At System Agency's sole discretion, Applicants found to be barred, prohibited, or otherwise excluded from award of a Grant Agreement may be disqualified from further consideration under this solicitation, pending satisfactory resolution of all compliance issues.

Checks include:

A. State of Texas Debarment and Warrant Hold

Applicant must not be debarred from doing business with the State of Texas (<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>) or have an active warrant or payee hold placed by the Comptroller of Public Accounts (CPA).

B. U.S. System of Award Management (SAM) Exclusions List

Applicant must not be excluded from contract participation at the federal level. This verification is conducted through SAM, the official website of the U.S. Government which may be accessed at: <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

C. Divestment Statute Lists

Applicant must not be listed on the Divestment Statute Lists provided by CPA, which may be accessed at:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>
<https://comptroller.texas.gov/purchasing/publications/divestment.php>

1. Companies that boycott Israel;
2. Companies with Ties to Sudan;
3. Companies with Ties to Iran;
4. Foreign Terrorist Organizations; and
5. Companies with Ties to Foreign Terrorist Organizations.

D. HHS Office of Inspector General

Applicant must not be listed on the HHS Office of Inspector General Texas Exclusions List for people or businesses excluded from participating as a provider:

[Texas HHSC OIG > Exclusions - Search](#)

E. U.S. Department of Health and Human Services

Applicant must not be listed on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities (LEIE), excluded from participation as a provider, unless a valid waiver is currently in effect:

<https://exclusions.oig.hhs.gov/>

Additionally, if a Subrecipient under a federal award, the Grantee shall comply with requirements regarding registration with the U.S. Government's System for Award Management (SAM). This requirement includes maintaining an active SAM registration and the accuracy of the information in SAM. The Grantee shall review and update information at least annually after initial SAM registration and more frequently as required by 2 CFR Part 25.

For Grantees that may make procurements using grant funds awarded under the Grant Agreement, Grantee must check SAM Exclusions that contain the names of ineligible, debarred, and/or suspended parties. Grantee certifies through acceptance of a Grant Agreement it will not conduct business with any entity that is an excluded entity under SAM.

HHSC reserves the right to conduct additional checks to determine eligibility to receive a Grant Agreement.

Section X. Award of Grant Agreement Process

10.1 FINAL SELECTION

After initial screening for eligibility and Application completeness, and initial evaluation against the criteria listed in **Section 9.4, Evaluation Criteria**, the System Agency may apply other considerations such as program policy or other selection factors that are essential to the process of selecting Applications that individually or collectively achieve program objectives. In applying these factors, the System Agency may consult with internal and external subject matter experts. The funding methodology for issuing final Grant Agreements will include the following identified factors:

- A. Application evaluation scores;
- B. Prior Applicant experience, with a preference given to existing Healthy Community Collaborative Program Grantees with demonstrated success;
- C. Geographic distribution of funding and services represented by Applications; and
- D. Grant Projects that minimize duplication of effort and maximize existing resources in service areas with an emphasis on addressing service gaps.

The System Agency will make final funding decisions based on Applicant eligibility, evaluation rankings, the funding methodology above, the best interests of the State of Texas, and other relevant factors.

To the extent practicable, HHSC may reserve 50% of the total awarded funds for Applicants that propose services in which each county has a population of less than 250,000. Applicants should refer to the 2020 United States Census for county population data. Visit [Census Bureau Profiles Results](#) for more information.

All funding recommendations will be considered for approval by the HHSC Program Deputy Executive Commissioner, or their designee.

10.2 NEGOTIATIONS

After selecting Applicants for award, the System Agency may engage in negotiations with selected Applicants. As determined by System Agency, the negotiation phase may involve direct contact between the selected Applicant and HHS representatives by virtual meeting, by phone and/or by email. Negotiations should not be interpreted as a preliminary intent to award funding unless explicitly stated in writing by the System Agency and is considered a step to finalize the Application to a state of approval and discuss proposed grant activities. During negotiations, selected Applicants may expect:

- A. An in-depth discussion of the submitted Application and Requested Budget; and

- B. Requests from the System Agency for revised documents, clarification or additional detail regarding the Applicant's submitted Application. These clarifications and additional details, as required, must be submitted in writing by Applicant as finalized during the negotiation.

10.3 DISCLOSURE OF INTERESTED PARTIES

Subject to certain specified exceptions, Section 2252.908 of the Texas Government Code, Disclosure of Interested Parties, applies to a contract of a state agency that has a value of \$1 million or more; requires an action or vote by the governing body of the entity or agency before the contract may be signed; or is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code.

One of the requirements of Section 2252.908 is that a business entity (defined as "any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation") must submit a Form 1295, Certificate of Interested Parties, to the System Agency at the time the business entity submits the signed Contract.

Applicant represents and warrants that, if selected for award of a Grant Agreement as a result of this RFA, Applicant will submit to the System Agency a completed, certified and signed Form 1295, Certificate of Interested Parties, at the time the potential Grantee submits the signed Grant Agreement.

The Form 1295 involves an electronic process through the Texas Ethics Commission (TEC). The on-line process for completing the Form 1295 may be found on the TEC public website at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

Additional instructions and information to be used to process the Form 1295 will be provided by the System Agency to the potential Grantee(s). Grantee may contact Sole Point of Contact or designated Contract Manager for information needed to complete Form 1295.

If the potential Grantee does not submit a completed, certified and signed TEC Form 1295 to the System Agency with the signed Grant Agreement, the System Agency is prohibited by law from executing a Contract, even if the potential Grantee is otherwise eligible for award. The System Agency, as determined in its sole discretion, may award the Grant Agreement to the next qualified Applicant, who will then be subject to this procedure.

The remainder of this page is left blank intentionally.

10.4 EXECUTION AND ANNOUNCEMENT OF GRANT AGREEMENT(S)

The System Agency intends to award one or more Grant Agreements as a result of this RFA. However, not all Applicants who are deemed eligible to receive funds are assured of receiving a Grant Agreement.

At any time and at its sole discretion, System Agency reserves the right to cancel this RFA, make partial award, or decline to award any Grant Agreement(s) as a result of this RFA.

The final funding amount and the provisions of the grant will be determined at the sole discretion of System Agency.

HHSC may announce tentative funding awards through an “Intent to Award Letter” once the HHSC Program Deputy Executive Commissioner and relevant HHSC approval authorities have given approval to initiate and/or execute grants. Receipt of an “Intent to Award Letter” does not authorize the recipient to incur expenditures or begin Project activities, nor does it guarantee current or future funding.

Upon execution of a Grant Agreement(s) as a result of this RFA, HHSC will post a notification of all grants awarded to the [HHS Grants RFA](#) website.

Section XI. General Terms and Conditions

11.1 GRANT APPLICATION DISCLOSURE

In an effort to maximize state resources and reduce duplication of effort, the System Agency, at its discretion, may require the Applicant to disclose information regarding the Application for or award of state, federal, and/or local grant funding to the Applicant or subgrantee or subcontractor (i.e., organization who will participate, in part, in the operation of the Project) within the past two (2) years to provide support for the ongoing recovery, housing stability, and community integration of persons experiencing homelessness with Unmet Behavioral Health Needs.

11.2 TEXAS HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

In procuring goods and services using funding awarded under this RFA, Grantee must use HUBs or other designated businesses as required by law or the terms of the state or federal grant under which this RFA has been issued (See, e.g., 2 CFR 200.321). If there are no such requirements, System Agency encourages Applicant to use HUBs to provide goods and services.

For information regarding the Texas HUB program, refer to CPA’s website:
<https://comptroller.texas.gov/purchasing/vendor/hub/>.

Section XII. Application Confidential or Proprietary Information

12.1 TEXAS PUBLIC INFORMATION ACT – APPLICATION DISCLOSURE REQUIREMENTS

Applications and resulting Grant Agreements are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Other legal authority also requires System Agency to post grants and Applications on its public website and to provide such information to the Legislative Budget Board for posting on its public website.

Under the PIA, certain information is protected from public release. If Applicant asserts that information provided in its Application is exempt from disclosure under the PIA, Applicant must:

A. Mark Original Application:

1. Mark the Original Application, at the top of the front page, with the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font); and
2. Identify, adjacent to each portion of the Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Application);

B. Certify in Original Application – HHS Solicitation: Certify, in the designated section of the **Exhibit A, HHS Solicitation Affirmations v2.7**, Applicant’s confidential information assertion and the filing of its Public Information Act Copy; and

C. Submit Public Information Act Copy of Application: Submit a separate “Public Information Act Copy” of the Original Application (in addition to the original and all copies otherwise required under the provisions of this RFA). The Public Information Act Copy must meet the following requirements:

1. The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font);
2. Each portion Applicant claims is exempt from public disclosure must be redacted (blacked out); and
3. Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in **Subsection (C) of this**

section must be identical to those set forth in the Original Application as required in **Subsection A(2)**, above. The only difference in required markings and information between the Original Application and the “Public Information Act Copy” of the Application will be redactions – which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Application.

By submitting an Application under this RFA, Applicant agrees that, if Applicant does not mark the Original Application, provide the required certification in Exhibit A, HHS Solicitation Affirmations v2.7, and submit the Public Information Act Copy, the Application will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the System Agency’s public website, and posted on the Legislative Budget Board’s public website.

If any or all Applicants submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, the System Agency, in its sole discretion, reserves the right to (1) disqualify all Applicants that fail to fully comply with the requirements set forth in this section, or (2) to offer all Applicants that fail to fully comply with the requirements set forth in this section additional time to comply.

No Applicant should submit a Public Information Act Copy indicating that the entire Application is exempt from disclosure. Merely making a blanket claim that the entire Application is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire Application subject to release under the PIA.

Applications should not be marked or asserted as copyrighted material. If Applicant asserts a copyright to any portion of its Application, by submitting an Application, Applicant agrees to reproduction and posting on public websites by the State of Texas, including the System Agency and all other state agencies, without cost or liability.

The System Agency will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this RFA, Applicant acknowledges that all information, documentation, and other materials submitted in its Application may be subject to public disclosure under the PIA. The System Agency does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Applicants are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. The System Agency assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Applicants.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general’s

Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the Public Information Act Handbook, please visit the attorney general's website at <http://www.texasattorneygeneral.gov>.

12.2 APPLICANT WAIVER – INTELLECTUAL PROPERTY

SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS AND HHS FROM ANY CLAIM OF INFRINGEMENT REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.

The remainder of this page is left blank intentionally.

Section XIII. Submission Checklist

HHSC, in its sole discretion, will review all Applications received and will determine if any or all Applications which do not include complete, signed copies of these exhibits and/or addenda, will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits. If additional time is permitted, Applicants will be notified in writing of the opportunity to provide the missing documentation by a specified deadline. Failure by an Applicant to submit the requested documentation by the deadline WILL result in disqualification. Applications that do not include Exhibit A, HHS Solicitation Affirmations v2.7 (completed and signed), and Exhibit E, Requested Annual Budget Template (completed), will be disqualified. See Section 9.2, Initial Compliance Screening of Applications for further detail.

This Submission Checklist identifies the documentation, forms and exhibits that are required to be submitted as part of the Application.

The Application must be organized in the order below and include each required section and the forms and exhibits identified within a section:

A. Administrative Applicant Information

- 1. Form A - Applicant Information _____
- 2. Form B - Administrative Information _____
- 3. Form B-1 - Governmental Entity Officials, if applicable _____
- 4. Form B-2 - Non-Governmental Entity-Authorized Officials, if applicable _____
- 5. Form C - Internal Controls Questionnaire _____

B. Narrative Proposal ([The Narrative Proposal must be titled “Narrative Proposal”and include the Applicant’s Legal Name, the RFA No., and the name of the Grant Program. Use the titles below for each required section.]

- 1. Form D - Project Narrative Form E – Proposed Project Summary _____
- 2. Form E - Proposed Project Summary _____
- 3. Form G - Performance Measures _____

C. Indirect Costs

Form F - Texas Health and Human Services System Indirect Costs
Rate (ICR) Questionnaire _____

D. Requested Budget

Exhibit E - Requested Annual Budget Template (Excel) _____

This Requested Budget Template is mandatory and must be submitted with the Application, in the original format (Excel), for the Application to be considered responsive. Applications received without the completed Requested Budget Template will be disqualified.

E. Exhibits to be Completed, Signed, and Submitted with Application

- 1. Exhibit A - HHS Solicitation Affirmations _____
Per Section 9.2, Application Screening Requirements, Exhibit A is mandatory and must be completed, signed and submitted for the Application to be considered responsive. Applications received without Exhibit A or with an unsigned Exhibit A will be disqualified.
- 2. Exhibit D - HHS Data Use Agreement v8.5 _____
- 3. Exhibit D-1 - Governmental Entity Version v8.5-Data Use Agreement _____
- 4. Exhibit D-2 - Texas HHS System-Data Use Agreement-Attachment 2
Security and Privacy Inquiry (SPI) _____
- 6. Exhibit I - Exceptions, if applicable _____

F. Signed Addenda:

Each Addendum, if any, must be signed and submitted with the Application. _____

The remainder of this page is left blank intentionally.

Section XIV. List of Attachments, Exhibits, and Forms Attached to RFA

Attachments

Attachment A – Statement of Work

Attachment A-1 – Data Definitions

Attachment A-2 – Example Project Expenditure Report

Attachment A-3 – Example Statewide Behavioral Health Coordinating Council (SBHCC) Report

Attachment A-4 – Example Match Reimbursement Certification Form

Exhibits

Exhibit A – HHS Solicitation Affirmations, version 2.7

Exhibit B – HHS Uniform Terms and Conditions – Grant, version 3.5

Exhibit C – Additional Provision-Grant Funding, version 1.0

Exhibit D – HHS Data Use Agreement v8.5

Exhibit D-1 – Governmental Entity Version 8.5-Data Use Agreement

Exhibit D-2 – Texas HHS System-Data Use Agreement- Attachment 2-Security and Privacy Inquiry (SPI)

Exhibit E – Requested Annual Budget Template

Exhibit F – Behavioral Health Services Matching Grants Performance Measures

Exhibit G – Evaluation Tool

Exhibit H – Online Bid Room Information

Exhibit I – Exceptions

Forms

Form A – Application Information

Form B – Administrative Information

Form B-1 – Governmental Entity – Authorized Officials

Form B-2 – Non-Governmental Entity – Authorized Officials

Form C – Internal Controls Questionnaire

Form D – Project Narrative

Form E – Proposed Project Summary

Form F – Texas Health and Human Services System Indirect Costs Rate (ICR) Questionnaire

Form G – Performance Measures

Request for Applications (RFA)
Grant for
Healthy Community Collaborative (HCC)
HHS0016125

Attachment to Addendum 1

This Solicitation is amended as follows:

Section 1.1, (Executive Summary) of this Solicitation is deleted in its entirety and replaced with the following:

1.1 EXECUTIVE SUMMARY

The Texas Health and Human Services Commission (HHSC)the System Agency is accepting Applications for the Healthy Community Collaborative (HCC) Grant Program.

HCC will support establishing or expanding Community Collaboratives which seek to serve the Unmet Behavioral Health Needs of persons experiencing homelessness or at imminent risk of homelessness. HCC is designed to build formal Community Collaboratives to support the ongoing recovery, housing stability, and community integration of persons experiencing homelessness with Unmet Behavioral Health Needs.

Applicants should reference **Section II, Scope of Grant Project**, for further detailed information regarding the purpose, background, eligible population, eligible activities and requirements.

Grant Name:	Heathy Community Collaborative Grant Program
RFA No.:	HHS0016125
Deadline for Submission of Applications:	November 10, 2025, by 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	October 2, 2025, by 2:00 p.m. Central Time
Estimated Total Available Funding:	\$ 190,000,000.00

Estimated Total Number of Awards:	Multiple
Estimated Max Award Amount:	\$15,000,000.00 per Project Period
Match Required, if any:	Refer to Section 5.4, Cost Sharing or Matching Requirements.
Anticipated Project Start Date:	September 1, 2026
Length of Project Period:	Five (5) Years
Eligible Applicants:	Refer to Section III. Applicant Eligibility Requirements.

To be considered for screening, evaluation and award, Applicants must provide and submit all required information and documentation as set forth in **Section VIII, Application Organization and Submission Requirements** and **Section XIII, Submission Checklist** by the Deadline for Submission of Applications established in **Section 7.1, Schedule of Events**, or subsequent Addenda. See **Section 9.2, Initial Compliance Screening for Applications**, for further details.

Section 2.3 (Eligible Population) of this Solicitation is deleted in its entirety and replaced with the following:

2.3 ELIGIBLE POPULATION

The HCC Program supports services for individuals experiencing homelessness with Unmet Behavioral Health Needs. The eligible population to be served under this RFA consists of residents who physically reside in Texas and who have a clinical or suspected diagnosis of Mental Illness and/or Substance Use Disorder.

Section 5.1 (grant Funding Source and Available Funding) of this Solicitation is deleted in its entirety and replaced with the following:

5.1 GRANT FUNDING SOURCE AND AVAILABLE FUNDING

The total amount of State funding available for the HCC grant program is **\$190,000,000.00** for the entire Project Period. It is the System Agency's intention to make multiple awards to Applicants that successfully demonstrate Projects that establish or expand Community Collaboratives which seek to serve the Unmet Behavioral Health Needs of persons experiencing homelessness or at imminent risk of homelessness.

Applicants are strongly cautioned to only apply for the amount of grant funding they can responsibly expend during the Project Period to avoid lapsed funding at the end of the

Grant Term. Successful Applications may not be funded to the full extent of Applicant's requested Budgets in order to ensure grant funds are available for the broadest possible array of communities and programs.

Reimbursement will only be made for actual, allowable, and allocable expenses that occur within the Project Period. No spending or costs incurred prior to the effective date of the award will be eligible for reimbursement.

Embedded Adobe XML Form

The file https://resources.hhs.texas.gov/sites/default/files/documents/hhs0016125_solicitation-addendum-acknowledgement_addendum-2.pdf is an Adobe XML Form document that has been embedded in this document. Double click the pushpin to view.

Applicant Name	North Texas Behavioral Health Authority
Proposed Project Name	Healthy Community Collaborative Program

Instructions: Complete *all areas* shaded in green.

Proposed Project Information	
Grant funds requested for each fiscal year	FY 2027: \$1,966,514 FY 2028: \$1,966,514 FY 2029: \$1,966,514 FY 2030: \$1,966,514 FY 2031: \$1,966,514
List all counties proposed to be served.	Ellis, Hunt, Kaufman, Navarro, and Rockwall Counties
Which counties above have a population over 250,000?	NA
Which counties above have a population between 100,000 and 250,000?	Ellis, Hunt, Kaufman, Navarro, and Rockwall Counties
Which counties above have a population under 100,000?	NA
Executive Summary In 150 words or less to provide a description of the Proposed Project that includes services and anticipated outcomes. <i>Note: Focus on the project itself, not your organization.</i>	The North Texas Behavioral Health Authority (NTBHA) proposes expanding its Healthy Community Collaborative Program (HCCP) from Navarro and Hunt Counties to include Ellis, Kaufman, and Rockwall Counties. This expansion will enhance service delivery through the addition of peer support and Critical Time Intervention (CTI), a SAMHSA-approved model tailored to individuals experiencing homelessness and transitioning into housing. HCCP integrates trauma-informed, person-centered services such as care coordination, housing navigation, transportation, and emergency assistance, delivered in settings based on individual preferences and with cultural and linguistic sensitivity. Anticipated outcomes include increased housing stability, improved engagement in behavioral health services, reduced reliance on emergency systems (e.g., law enforcement, hospitals, shelters), and strengthened recovery

	through sustained community support. By expanding geographic reach and service offerings, NTBHA aims to serve more individuals in underserved areas and promote long-term recovery and stability across suburban and rural communities.
Is the Proposed Project a new and/or innovative service, treatment, and/or delivery system?	☐ Yes ☒ No
Is the Proposed Project enhancing, scaling, and/or expanding existing services?	☒ Yes ☐ No
Is the Proposed Project an existing Community Collaborative?	☒ Yes ☐ No
Does the Proposed Project's service(s) utilize an Evidence-Based Practice(s)?	☒ Yes ☐ No

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 504-2026 Ratify HHSC Children's Crisis Respite Grant Program Contract Amendment No. 2, for FY 2024 – FY 2028 (Contract No. HHS001222700007)

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 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 12th day of August 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: August 12, 2026

AGENDA ITEM 13: Resolution 504-2026 – Ratification of HHSC Children’s Crisis Respite Program Contract Amendment No. 2 (“HHS001222700007”) for FY 2024 – FY 2028

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 (CCR) 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: 13. *CMH_CCR HHS001222700007 Amendment No.2 FY27-FY28*

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**

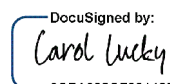
Signed by:

BB6DC1CFC21D4C3...
Signature

Printed Name: Trina Ita

Title: Deputy Executive Commissioner, BHS

Date of Signature: July 15, 2026

DocuSigned by:

8CEA892CF99146F...
Signature

Printed Name: Carol Lucky

Title: CEO

Date of Signature: July 13, 2026

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
					Check if Cash Match ☐	Check if Cash Match ☐	Check if Cash Match ☐
A.	Personnel	\$65,000	\$65,000				\$0
B.	Fringe Benefits	\$16,250	\$16,250				\$0
C.	Travel	\$3,144	\$3,144				\$0
D.	Equipment	\$0	\$0				\$0
E.	Supplies	\$5,152	\$5,152				\$0
F.	Contractual	\$687,674	\$687,674				\$0
G.	Other	\$131,871	\$131,871				\$0
H.	Total Direct Costs	\$909,091	\$909,091	\$0	\$0	\$0	\$0
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
K.	Program Income - Projected Earnings	\$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
					Check if Cash Match ☐	Check if Cash Match ☐	Check if Cash Match ☐
A.	Personnel	\$130,000	\$130,000				\$0
B.	Fringe Benefits	\$32,500	\$32,500				\$0
C.	Travel	\$3,144	\$3,144				\$0
D.	Equipment	\$0	\$0				\$0
E.	Supplies	\$3,504	\$3,504				\$0
F.	Contractual	\$605,280	\$605,280				\$0
G.	Other	\$134,663	\$134,663				\$0
H.	Total Direct Costs	\$909,091	\$909,091	\$0	\$0	\$0	\$0
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
K.	Program Income - Projected Earnings	\$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 ☐	Check if Cash Match ☐	Check if Cash Match ☐	
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					
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 ☐	Check if Cash Match ☐	Check if Cash Match ☐	
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					
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 ☐	Check if Cash Match ☐	Check if Cash Match ☐	
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

Attachment B-2

Page 2 of 4

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, 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.

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 505-2026 Ratify HHSC Contract for Local Mental Health Authority Performance Agreement Grant Program (LMHA) FY 2026—FY 2027 (HHSC Contract No. HHS001598600026), Amendment No. 1

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 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 ratifies the signature of the CEO on the HHSC Contract for Local Mental Health Authority Performance Agreement Grant Program (LMHA) for FY 2026—FY 2027 (HHSC Contract No. HHS001598600026), Amendment No. 1.

DONE IN OPEN MEETING, this 12th day of August 2026.

Recommended by:

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

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



BOARD OF DIRECTORS MEETING

Summary

DATE: August 12, 2026

AGENDA ITEM 14: Resolution 505-2026 Ratify HHSC Contract for Local Mental Health Authority Performance Agreement Grant Program (LMHA) for FY2026–FY2027. (HHSC Contract No. HHS001598600026), Amendment No. 1

Recommendation/Motion: Ratify the signature of the CEO on the HHSC Contract for Local Mental Health Authority Performance Agreement Grant Program (LMHA) for FY2026 – FY2027 (“HHS001598600026”)

Background:

TxHHSC has issued an amendment to the Local Mental Health Authority Performance Agreement to update previous LMHA Agreement documents and expire the Veterans Services Program (VET). This LMHA Contract Amendment adjusts the not-to-exceed total amount to \$160,868,616.00 for FY2026-FY2027 to reflect the expiration of the VET program. Matching funds in the amount of \$11,922,396 will be required.

Financial Information:

This LMHA Contract Amendment reflects the decrease of **\$39,708** over the previous award amount from the expiration of the VET Program. The total Grant Value, covering FY26 through FY27 shall not exceed: **\$160,868,616.00**.

Contractual requirement to provide Matching Funds to this program: **\$11,922,396.00**.

Each Program allocation amount across the contract term is detailed below:

PROGRAM ID	HHSC AGENCY SHARE	NTBHA MATCH	ALLOCATION
MH/PCN	\$108,385,426	\$11,922,396	\$120,307,822
MH/COS	\$260,000	\$0.00	\$260,000
MH/OCR	\$959,428	\$0.00	\$959,428
MH/PPB	\$37,481,600	\$0.00	\$37,481,600
MH/SHR	\$1,458,718	\$0.00	\$1,458,718
MH/VET	\$59,562	\$0.00	\$59,562
MH/ESC	\$230,000	\$0.00	\$230,000
MH/PDMCC	\$111,486	\$0.00	\$111,486
LMHA CONTRACT TOTAL VALUE:			\$160,868,616.00

Implementation Schedule: Upon ratification by the NTBHA board.



Attachments: 14. *MH_LMHA HHS001598600026 A.1 FY26-FY27 ~ NTBHA*

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

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

Presented By: Carol E. Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION
HHSC CONTRACT NO. HHS001598600026
AMENDMENT NO. 1**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“**HHSC**” or “**SYSTEM AGENCY**”) and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“**GRANTEE**” or “**CONTRACTOR**”), each a “**Party**” and collectively the “**Parties**” to that certain Local Mental Health Authority Performance Grant Agreement effective October 1, 2025, to cover the period of performance beginning September 1, 2025, denominated HHSC Contract No. HHS001598600026 (the “**Contract**” or “**Grant Agreement**”), now want to amend the Contract.

WHEREAS, HHSC desires to delete and replace Attachment A05, Outpatient Competency Restoration (MH/OCR);

WHEREAS, HHSC desires to add an expiration date for Attachment A11, Veterans Services Program (MH/VET), and remove the unpaid portion of associated fiscal year 2026 funding in connection with the March 1, 2026 transfer of the program to the Texas Veterans Commission (TVC), pursuant to House Bill 114, 89th Texas Legislature, Regular Session 2025; and

WHEREAS, the Parties desire to delete and replace Attachment B, HHS Contract Affirmations, of the Contract.

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

1. **SUBSECTION A of SECTION V, BUDGET AND INDIRECT COST RATE**, of the Contract Signature Document, is deleted in its entirety and replaced as follows:

A. Budget

1. The total amount of this Grant Agreement is not-to-exceed \$160,868,616.00. This includes HHSC’s share of \$148,946,220.00 and Grantee’s required match amount of \$11,922,396.00.
2. The total not-to-exceed amount of the HHSC share includes the following:
 - a. Total Federal Funds: \$22,492,654.00
 - b. Total State Funds: \$126,453,566.00
3. Grantee agrees to provide those services stated in the **STATEMENTS OF WORK** listed in the table below, in accordance with all contractual requirements.

Statement of Work Number	Program ID	HHSC Share (\$)	Grantee Share (\$)	Total Statement of Work Value (\$)
A01	MH/PCN	\$108,385,426.00	\$11,922,396.00	\$120,307,822.00
A02	MH/CMHH	\$0.00	\$0.00	\$0.00
A03	MH/COS	\$260,000.00	\$0.00	\$260,000.00
A04	MH/MHD	\$0.00	\$0.00	\$0.00
A05	MH/OCR	\$959,428.00	\$0.00	\$959,428.00

A06	MH/CRISIS	\$0.00	\$0.00	\$0.00
A07	MH/PPB	\$37,481,600.00	\$0.00	\$37,481,600.00
A08	MH/RTCI	\$0.00	\$0.00	\$0.00
A09	MH/RTPCM	\$0.00	\$0.00	\$0.00
A10	MH/SHR	\$1,458,718.00	\$0.00	\$1,458,718.00
A11	MH/VET	\$59,562.00*	\$0.00	\$59,562.00*
A12	MH/IRS	\$0.00	\$0.00	\$0.00
A13	MH/CF	\$0.00	\$0.00	\$0.00
A14	MH/PASRR	\$0.00	\$0.00	\$0.00
A15	MH/RPA	\$0.00	\$0.00	\$0.00
A16	MH/RBI	\$0.00	\$0.00	\$0.00
A17	MH/PSR	\$0.00	\$0.00	\$0.00
A18	MH/CR	\$0.00	\$0.00	\$0.00
A19	MH/DC	\$0.00	\$0.00	\$0.00
A20	MH/HFSEP	\$0.00	\$0.00	\$0.00
A21	MH/JDSES	\$0.00	\$0.00	\$0.00
A22	MH/VCP	\$0.00	\$0.00	\$0.00
A23	MH/NJBCR	\$0.00	\$0.00	\$0.00
A24	MH/ESC	\$230,000.00	\$0.00	\$230,000.00
A25	MH/PDMCC	\$111,486.00	\$0.00	\$111,486.00
TOTAL		\$148,946,220.00	\$11,922,396.00	\$160,868,616.00

NOTE: A HHSC Share value of \$0 in the table above signifies either that: (1) no funding is associated with that Statement of Work; or (2) that Statement of Work is not currently applicable to this Grant Agreement.

*This funding reflects amounts previously paid for services rendered prior to the March 1, 2026 transfer of the program to TVC.

- The initial fiscal year 2026 allocation for Attachment A11, Veterans Services Program (MH/VET) was \$99,270.00. This allocation is reduced by \$39,708.00, resulting in a revised allocation of \$59,562.00, which reflects amounts previously paid for services rendered prior to the March 1, 2026 transfer of the program to TVC.
- SUBSECTION A of SECTION XI, MODIFICATIONS TO HHS AFFIRMATIONS AND HHS UNIFORM TERMS AND CONDITIONS**, of the Contract Signature Document is revised to reference **Section 58, Federal Occupational Safety and Health Law, of ATTACHMENT B, HHS CONTRACT AFFIRMATIONS, v 2.9, MARCH 2026**.
- ATTACHMENT A05, OUTPATIENT COMPETENCY RESTORATION (MH/OCR), VERSION 1**, is deleted in its entirety and replaced with **ATTACHMENT A05, OUTPATIENT COMPETENCY RESTORATION (MH/OCR), VERSION 2**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
- Effective March 1, 2026, **ATTACHMENT A11, VETERANS SERVICE PROGRAM (MH/VET), VERSION 1**, shall expire.
- ATTACHMENT B, TEXAS HHS CONTRACT AFFIRMATIONS, v 2.6, JULY 2025** of the Contract is deleted in its entirety and replaced with **ATTACHMENT B, HHS CONTRACT AFFIRMATIONS**,

v 2.9, MARCH 2026, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.

7. Unless otherwise noted by a specified effective date above, this Amendment No. 1 shall be effective as of the date last signed below.
8. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.
10. Each Party represents and warrants that the person executing this Amendment No. 1 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1
HHSC CONTRACT NO. HHS001598600026

HEALTH AND HUMAN SERVICES COMMISSION

NORTH TEXAS BEHAVIORAL HEALTH
AUTHORITY

By:

Signed by:

Stephanie Muth

F978BC801A27464...

Signature

Stephanie Muth

Printed Name

Executive Commissioner

Title

July 16, 2026

Date of Signature

By:

DocuSigned by:

Carol Lucky

8CEA892CF99146F...

Signature

Carol Lucky

Printed Name

CEO

Title

July 16, 2026

Date of Signature

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

ATTACHMENT A05
ATTACHMENT B

OUTPATIENT COMPETENCY RESTORATION (MH/OCR), VERSION 2
HHS CONTRACT AFFIRMATIONS, v 2.9, MARCH 2026

ATTACHMENTS FOLLOW

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 506-2026 Ratify HHSC Transition Support Specialist (TSS) Grant Program Amendment No. 1 (HHS001546000007)

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 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 ratifies the signature of the CEO on the HHSC Transition Support Specialist (TSS) Grant Program Amendment No. 1 (HHS001546000007).

DONE IN OPEN MEETING, this 12th day of August 2026.

Recommended by:

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

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



BOARD OF DIRECTORS MEETING

Summary

DATE: August 12, 2026

AGENDA ITEM 15: Resolution 506-2026 – Ratify HHSC Transition Support Specialist Grant Program Amendment No.1 (“HHS001546000007”)

RECOMMENDATION/MOTION:

Request for Board to ratify NTBHA CEO, Carol Lucky, signature to the Contract No. HHS001546000007, Texas Health & Human Services Commission – Transition Support Specialist (TSS) Program Amendment No 1. Effective August 31, 2026.

BACKGROUND:

The Transition Support Liaison will ensure continuity of care by providing intensive transition support and service coordination for children, adolescents, and adults determined ready to discharge into the community from a state hospital or from a facility with contracted psychiatric beds (“Discharging Facility”). The Transition Support Liaison will design enhanced services and supports for the individual, enhance coordination across local mental health systems, and provide short-term post-discharge follow-up, enabling and empowering individuals to successfully reside in their community of choice in the least restrictive environment.

This amendment extends the previous contract term for an additional three fiscal years, expiring at the end of Fiscal Year 2029. The amendment also increases the not-to-exceed amount for this program to \$947,815. Some contract verbiage is updated to provide for additional clarity.

FINANCIAL INFORMATION:

This Contract Amendment No. 1 adds **\$620,388** over three fiscal years, bringing the total not-to-exceed amount to **\$947,815**. No matching funds are required for this contract.

Fiscal Year	HHSC Funds
FY2025 & FY2026	\$327,427
FY2027	\$206,796
FY2028	\$206,796
FY2029	\$206,796
TOTAL VALUE	\$947,815

IMPLEMENTATION SCHEDULE: Upon ratification by the NTBHA board.

ATTACHMENTS: 15. *MH_TSS HHS001546000007 A.1 FY25-FY29 ~ NTBHA*

ALIGNS WITH VISIONS #1, 2, 3 & 4

NTBHA Strategic Visions

Vision #1 NTBHA will maintain a competent and committed workforce.

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

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

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

**HEALTH AND HUMAN SERVICES COMMISSION
GRANT AGREEMENT No. HHS001546000007
AMENDMENT No. 1**

The **TEXAS HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”) and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** ("Grantee"), collectively referred to as the "Parties" to that certain Transition Support Specialist Grant Program effective April 8, 2025 and denominated HHSC Contract No. HHS001546000007 (“Grant Agreement” or “Contract”), now desire to amend the Grant Agreement.

WHEREAS, HHSC has chosen to exercise its option to renew the Grant Agreement, and add funding to support the renewal period;

WHEREAS, the Parties desire to revise the Reporting Requirements and the Scope of Grant Project; and

WHEREAS, the Parties desire to update certain contract terms to ensure compliance with applicable laws and HHSC policy.

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

1. **SECTION III, DURATION**, of the Grant Agreement is extended beginning September 1, 2026, and ending August 31, 2029, unless terminated sooner. No extension options remain.
2. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Grant Agreement is deleted in its entirety and replaced as follows:

The total amount of this Grant Agreement will not exceed \$947,815.00. Grantee is not required to provide matching funds.

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

Total Federal Funds:	\$947,815.00
Total State Funds:	\$0.00

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

Indirect Cost Rate: The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS**, and the Indirect Cost Rate Acknowledgement Letter is attached to this Grant Agreement and incorporated as **ATTACHMENT G**. 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(s) revised accordingly.

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

Grantee shall submit the reports identified in the table below. The delivery methodology for the reporting items below may be changed to HHSC's Grants Management System (GMS) with 30 days' advance written notice from the HHSC Contract Representative.

REPORT	FREQUENCY	DUE DATE
Reimbursement Request - including: 1. General Ledger; and 2. ATTACHMENT A-1, PROJECT EXPENDITURE REPORT.	Monthly, via CMBHS Invoice module.	On or before the last Calendar Day of each month following the month of service.
Performance Report: template provided by the HHSC Behavioral Health Services (BHS) department.	Quarterly, via email to MHContracts@hhs.texas.gov , the Contract Representative and MHContinuityofCare@hhs.texas.gov .	On or before the 30th Calendar Day following the end of each state fiscal quarter.
Transition Support Liaison Summary Report	Annually, via email to MHContracts@hhs.texas.gov , the Contract Representative and MHContinuityofCare@hhs.texas.gov .	On or before the 30th Calendar Day following the end of each state fiscal year.

4. **SECTION VII, CONTRACT REPRESENTATIVES**, of the Grant Agreement is deleted in its entirety and replaced as follows:

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

SYSTEM AGENCY

Mark Vogt
Health and Human Services Commission
4601 Guadalupe St, Mail Code 2058
Austin, TX 78751-3146
mark.vogt01@hhs.texas.gov

GRANTEE

Carol Lucky
North Texas Behavioral Health Authority
8111 LBJ Fwy, Suite 900
Dallas, TX 75251
clucky@ntbha.org

5. **SECTION IX, FEDERAL AWARD INFORMATION**, of the Grant Agreement is supplemented to add the following federal award to the Grant Agreement:

Grantee's Unique Entity Identifier is: MSNLLGML43G3

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

Federal Award Identification Number (FAIN): B09SM090715

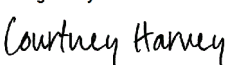
- A. Assistance Listings Title, Number, and Dollar Amount:
Block Grants for Community Mental Health Services - 93.958 - \$27,334,317.00
- B. Federal Award Date: January 27, 2026
- C. Federal Award Period: 10/01/2025 – 09/30/2027
- D. Name of Federal Awarding Agency: Department of Health and Human Services;
Substance Abuse and Mental Health Services Administration
- E. Federal Award Project Description: Block Grants for Community Mental Health
Services
- F. Awarding Official Contact Information: Wendy Pang,
wendy.pang@samhsa.hhs.gov, (240) 276-1419
- G. Total Amount of Federal Funds Awarded to System Agency: \$27,334,317.00
- H. Amount of Funds Awarded to Grantee: \$413,592.00
- I. Identification of Whether the Award is for Research and Development: No

- 6. **ATTACHMENT A, SCOPE OF GRANT PROJECT**, of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT A, SCOPE OF GRANT PROJECT (VERSION 2)**, which is attached to this Amendment No. 1 and made part of the Grant Agreement for all purposes.
- 7. **ATTACHMENT B, BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS**, of the Grant Agreement 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 made part of the Grant Agreement for all purposes.
- 8. **ATTACHMENT C, HHS CONTRACT AFFIRMATIONS, VERSION 2.5**, of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT C, HHS CONTRACT AFFIRMATIONS V. 2.9 (MARCH 2026)**, which is attached to this Amendment No. 1 and made part of the Grant Agreement for all purposes.
- 9. This Amendment No. 1 shall be effective as of August 31, 2026.
- 10. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
- 11. Any further revisions to the Grant Agreement shall be by written agreement of the Parties.
- 12. Each Party represents and warrants that the individual executing this Amendment No. 1 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
HHSC CONTRACT NO. HHS001546000007**

**TEXAS HEALTH AND HUMAN SERVICES
COMMISSION**

Signed by:

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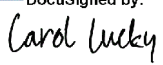
Signature

Printed Name: Courtney Harvey

Title: Associate Commissioner

Date of Signature: July 21, 2026

**NORTH TEXAS BEHAVIORAL HEALTH
AUTHORITY**

DocuSigned by:

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Signature

Printed Name: Carol Lucky

Title: CEO

Date of Signature: July 21, 2026

**THE FOLLOWING ATTACHMENTS ARE ATTACHED TO THIS AMENDMENT NO. 1 AND THEIR
TERMS ARE INCORPORATED INTO THE GRANT AGREEMENT BY REFERENCE:**

ATTACHMENT A:	SCOPE OF GRANT PROJECT (VERSION 2)
ATTACHMENT B:	BUDGET PROCEDURES, INVOICE SUBMISSION, AND FINANCIAL REPORTING REQUIREMENTS (VERSION 2)
ATTACHMENT C:	HHS CONTRACT AFFIRMATIONS V. 2.9 (MARCH 2026)

ATTACHMENT A
SCOPE OF GRANT PROJECT (VERSION 2)
TRANSITION SUPPORT SPECIALIST GRANT PROGRAM

I. INTRODUCTION

The Health and Human Services Commission (HHSC) requires Local Mental Health Authorities and Local Behavioral Health Authorities (LMHAs/LBHAs) to provide continuity of care as defined in Title 26 Texas Administrative Code (TAC) Chapter 306, Subchapter D (Mental Health Services-Admission, Discharge, and Continuity of Care).

The Transition Support Liaison will ensure continuity of care by providing intensive transition support and service coordination for children, adolescents, and adults determined ready to discharge into the community from a state hospital or from a facility with contracted psychiatric beds ("Discharging Facility"). The Transition Support Liaison will design enhanced services and supports for the individual, enhance coordination across local mental health systems, and provide short-term post-discharge follow-up, enabling and empowering individuals to successfully reside in their community of choice in the least restrictive environment.

For the purposes of the Grant Agreement, continuity of care refers to the process of:

- A. Identifying the medical, psychiatric, psychological, treatment, educational, or rehabilitative service needs of an individual;
- B. Developing a plan for meeting the identified needs; and
- C. Coordinating the provision of care and services between the various service providers.

II. GRANTEE RESPONSIBILITIES

- A. Grantee shall dedicate one (1) full time Transition Support Liaison who is a Qualified Mental Health Professional-Community Services (QMHP-CS) or a Licensed Practitioner of the Healing Arts (LPHA). The primary Transition Support Liaison must not have assigned duties other than supporting transition support services.
- B. Grantee shall ensure an alternative staff member acts as the Transition Support Liaison in the absence of the primary Transition Support Liaison.
- C. Grantee shall ensure that the Transition Support Liaison meets the following requirements and performs the responsibilities listed below:
 1. The Transition Support Liaison shall serve, or attempt to engage with, any individual referred by a Discharging Facility who meets the following criteria:
 - a. The individual has been discharged from a Discharging Facility multiple times during a 30-day period;
 - b. The individual has resided in a Discharging Facility for longer than 365 consecutive days; or
 - c. The individual is otherwise appropriate for transitional services.
 2. The Transition Support Liaison shall complete training and participate in technical assistance activities required by HHSC. At a minimum, such activities will include participation in applying evidence-based approaches to discharge planning.
 3. The Transition Support Liaison shall perform outreach to any Discharging Facility within

ATTACHMENT A
SCOPE OF GRANT PROJECT (VERSION 2)
TRANSITION SUPPORT SPECIALIST GRANT PROGRAM

- the LMHA or LBHA service area to establish a process for identifying individuals for referral.
4. The Transition Support Liaison shall design enhanced services and supports for complex or high-need individuals. Services shall complement joint discharge planning efforts with each Discharging Facility. These services must include:
 - a. Providing services and supports for individuals to create viable discharge plans or outpatient management plans; and
 - b. Coordinating and participating in initial service planning with the outpatient treatment team.
 5. The Transition Support Liaison shall participate in the development of a safety plan as informed by the individual, any legally authorized representative, and others involved in the individual's treatment planning process.
 6. The Transition Support Liaison shall ensure that individuals are discharged to the least restrictive environment with adequate support by collaborating with the LMHA or LBHA outpatient treatment team, Discharging Facility, or other service providers to support service coordination and discharge planning.
 7. The Transition Support Liaison shall foster seamless continuity of care and sustained engagement with long-term outpatient services.
 8. Transition Support Liaison activities shall include post-discharge follow-up as needed to reduce the likelihood of readmission. At a minimum, this will occur within seven (7) and thirty (30) days after discharge to ensure successful long-term placement in the individual's community of choice in the least restrictive environment.
 9. The Transition Support Liaison shall conduct outreach and develop collaborative partnerships with other systems to coordinate resources and help facilitate access to appropriate community services by:
 - a. Developing or updating a Memoranda of Understanding (MOU) with service providers;
 - b. Developing or updating referral procedures with other service providers; and
 - c. Developing or updating a local contact list of service providers and community resources.
 10. The Transition Support Liaison shall provide or participate in training and education to collaborative partners to support transition planning. Training should include, but is not limited to, information on LMHA or LBHA intake, engagement of the discharging individual, levels of care, system of care values, special programming, continuity of care, person-centered care planning, trauma-informed care, and transitional support services best practices.
 11. The Transition Support Liaison shall develop or enhance referral procedures within the LMHA or LBHA to ensure the connection of services between programs.
 12. The Transition Support Liaison shall serve as the point of contact for individuals discharged on an outpatient mental health commitment where the Grantee is identified by the court as the designated provider of treatment, supervision, or both.
 13. The Transition Support Liaison shall participate in other activities as directed by HHSC.

ATTACHMENT A
SCOPE OF GRANT PROJECT (VERSION 2)
TRANSITION SUPPORT SPECIALIST GRANT PROGRAM

III. PERFORMANCE AND DELIVERY REPORTING

- A. Grantee shall provide HHSC with the name and contact information, including phone number and email address, of the primary and backup Transition Support Liaison by emailing this information to MHContracts@hhs.texas.gov and MHContinuityofCare@hhs.texas.gov within thirty calendar (30) days of initial contract execution and three (3) business days of any changes to or vacancies in these positions.
- B. Grantee shall submit all HHSC required reports to HHSC at MHContracts@hhs.texas.gov, with a copy to MHContinuityofCare@hhs.texas.gov and the HHSC Contract Representative.
- C. Grantee shall submit a monthly reimbursement request, including a general ledger and **ATTACHMENT A-1, PROJECT EXPENDITURE REPORT**.
- D. Grantee shall submit a quarterly performance report using an HHSC-approved system/format. For each quarterly performance report, the Grantee shall report the following:
 - 1. The unduplicated number of children, adolescents, and adults served;
 - 2. The unduplicated number of case reviews performed;
 - 3. The number of post-discharge follow-up meetings;
 - 4. The number of individuals served by the Transition Support Liaison readmitted to a Discharging Facility within thirty (30) calendar days of the discharge date;
 - 5. The number of individuals served by the Transition Support Liaison readmitted to a Discharging Facility within one (1) year following the discharge date;
 - 6. The list of individuals who access transition support funds, including the names, the amount of funding accessed, and the types of support purchased; and
 - 7. On HHSC request, a brief narrative success story resulting from the Transition Support Liaison activities.
- E. HHSC may change the delivery methodology for any required report to its Grants Management System with thirty (30) days' advance written notice from the HHSC Contract Representative.

IV. REMEDIES

Unless otherwise specified in this **ATTACHMENT A, SCOPE OF GRANT PROJECT (VERSION 2)**, if the Grantee cannot complete or otherwise comply with a requirement set forth in this document, HHSC, at its sole discretion, may impose remedies including, but not limited to, those identified in **ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.5**.

ATTACHMENT B

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

I. BUDGET PROCEDURES

- A. Funding Source: Mental Health Block Grant
- B. Total reimbursements for the project period are not to exceed \$947,815.00.
- C. 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 (10) percent of total budgeted funds from direct cost categories only, excluding the 'Equipment' category. Budget revisions exceeding ten (10) percent require HHSC's prior written approval.
 - b. Grantee may request revisions to the approved annual cost reimbursement budget direct cost categories that exceed the ten (10) percent by submitting a written request to HHSC's designated Contract Representative. This change will require a formal contract amendment. HHSC will amend the Grant Agreement if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized, until the Grant Agreement amendment is executed by both Parties.
 - 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 Representative a written request to revise the budget that includes a justification for the revisions. HHSC will amend the Grant Agreement if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized, until the Grant Agreement amendment is executed by both Parties.
 - d. Grantee's Indirect Cost Rate Letter is attached to this Grant Agreement as **ATTACHMENT G, INDIRECT COST RATE LETTER**. If HHSC approves or acknowledges an updated indirect cost rate, HHSC will amend the Grant Agreement to incorporate the new rate (and the new indirect cost rate letter, if applicable) and revise the budget(s) accordingly.

ATTACHMENT B**BUDGET PROCEDURES, INVOICE SUBMISSION,
AND FINANCIAL REPORTING REQUIREMENTS (VERSION 2)****II. GRANTEE'S ANNUAL COST REIMBURSEMENT BUDGET****FY 2025 AND FY 2026**

Legal Name of Respondent:		North Texas Behavioral Health Authority					
Budget Categories	Total Budget	Funds Requested	Direct Federal Funds	Other State Agency Funds*	Other Funds	Local Funding Sources	In-Kind Match
				Check if Cash Match	Check if Cash Match	Check if Cash Match	
				☐	☐	☐	
A. Personnel	\$214,067	\$214,067					\$0
B. Fringe Benefits	\$53,517	\$53,517					\$0
C. Travel	\$11,487	\$11,487					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$4,654	\$4,654					\$0
F. Contractual	\$0	\$0					\$0
G. Other	\$13,936	\$13,936					\$0
H. Total Direct Costs	\$297,661	\$297,661	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$29,766	\$29,766	\$0				\$0
J. Total (Sum of H and I)	\$327,427	\$327,427	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0

FY 2027

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	\$132,000	\$132,000					\$0
B. Fringe Benefits	\$36,960	\$36,960					\$0
C. Travel	\$7,907	\$7,907					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$0	\$0					\$0
F. Contractual	\$0	\$0					\$0
G. Other	\$9,389	\$9,389					\$0
H. Total Direct Costs	\$186,256	\$186,256	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$20,540	\$20,540					\$0
J. Total (Sum of H and I)	\$206,796	\$206,796	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings		\$0	\$0	\$0	\$0	\$0	\$0

FY 2028

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	\$132,000	\$132,000					\$0
B. Fringe Benefits	\$36,960	\$36,960					\$0
C. Travel	\$7,907	\$7,907					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$0	\$0					\$0
F. Contractual	\$0	\$0					\$0
G. Other	\$9,389	\$9,389					\$0
H. Total Direct Costs	\$186,256	\$186,256	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$20,540	\$20,540					\$0
J. Total (Sum of H and I)	\$206,796	\$206,796	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings		\$0	\$0	\$0	\$0	\$0	\$0

ATTACHMENT B**BUDGET PROCEDURES, INVOICE SUBMISSION,
AND FINANCIAL REPORTING REQUIREMENTS (VERSION 2)****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	\$132,000	\$132,000					\$0
B. Fringe Benefits	\$36,960	\$36,960					\$0
C. Travel	\$7,907	\$7,907					\$0
D. Equipment	\$0	\$0					\$0
E. Supplies	\$0	\$0					\$0
F. Contractual	\$0	\$0					\$0
G. Other	\$9,389	\$9,389					\$0
H. Total Direct Costs	\$186,256	\$186,256	\$0	\$0	\$0	\$0	\$0
I. Indirect Costs	\$20,540	\$20,540					\$0
J. Total (Sum of H and I)	\$206,796	\$206,796	\$0	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings		\$0	\$0	\$0	\$0	\$0	\$0

III. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES

- A.** Grantee shall use Central Management for Behavioral Health Services (“CMBHS”) to request monthly reimbursement by adhering to the following requirements:
1. Grantee shall have internet access and an adequate number of computers capable of using the CMBHS to report data to HHSC.
 2. Grantee’s network monitoring shall include troubleshooting or assistance with Grantee-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs, or other equipment, and Internet Service Provider (ISP).
 3. Grantee shall maintain responsibility for local end-user procedures and is responsible for data back-up, restoration, and contingency planning functions for all local data.
 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 HHSC 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 will 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;

ATTACHMENT B

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

2. Provision of telephone numbers for Grantees to access expert assistance with resolving problems related to the HHSC-provided database or data system; and
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 Invoice module. Instructions on how to use the CMBHS Invoice 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, PROJECT EXPENDITURE REPORT** and any other financial report/documentation requested by HHSC to prove expenditure of funds by cost category.
- B.** At the end of the Grant Agreement term, Grantee shall submit a final invoice. Grantee shall request its final reimbursement on or before the forty-fifth (45th) day following expiration or termination of the Grant Agreement.
- C.** All Grant Agreement costs must be individually identifiable, verifiable, and necessary to satisfy the requirements of this Grant Agreement.
- D.** Monthly reimbursement request methodology may be updated to HHSC's Grants Management System with thirty (30) days' advance written notice from the HHSC Contract Representative.

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 507-2026 Ratify HHSC Contract for Treatment Services Grant Program (TSG) for FY 2026 (HHSC Contract No. HHS001650300002)

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors ratifies the signature of the CEO on the HHSC Contract for Treatment Services Grant Program (TSG) for FY 2026 (HHSC Contract No. HHS001650300002).

DONE IN OPEN MEETING this 12th day of August 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: August 12, 2026

AGENDA ITEM 16: Resolution 507-2026 – Ratification of HHSC Treatment Services Grant Contract Amendment No. 1 (“HHS001650300002”)

RECOMMENDATION/MOTION:

Request for Board to ratify NTBHA CEO, Carol Lucky, signature to the Contract No. HHS001650300002, the Texas Health & Human Services Commission – Treatment Services Grant (TSG) Program Amendment No. 1. Effective FY26.

BACKGROUND:

This TSG Amendment No. 1 adds \$1,000,000 in state funds and \$50,000 in required match to the Treatment for Females (TRF) program Budget for FY26.

FINANCIAL INFORMATION:

This Contract Amendment No. 1 reflects the increase of **\$1,000,000** state funds over the previous FY26 budget amount. These funds are specific to the Treatment for Females program. The expected match funds for Treatment for Females services are increased by **\$50,000**. The total budget value of FY26 has increased to not exceed **\$11,867,080**.

Program ID	FY2026 System Agency Share	FY2026 Required Match	FY2026 Total Contract Value
SA/TRA	\$8,250,981	\$412,549	\$8,663,530
SA/TRF	\$2,601,000	\$130,050	\$2,731,050
SA/TRY	\$450,000	\$22,500	\$472,500
TOTAL VALUE	\$11,301,981.00	\$565,099.00	\$11,867,080.00

IMPLEMENTATION SCHEDULE: Upon ratification by the NTBHA board.

ATTACHMENTS: 16. *SA_TSG HHS001650300002 A.1 FY26 ~ 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. HHS001650300002
AMENDMENT NO. 1**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”) and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** (“Grantee”), each a “Party” and, collectively, the “Parties” to that certain agreement effective September 1, 2025, and denominated HHSC Contract No. HHS001650300002 to provide substance use treatment and behavioral health services to eligible participants to promote and support recovery (“Contract” or “Grant Agreement”), now desire to amend the Grant Agreement.

WHEREAS, HHSC desires to increase funds for State Fiscal Year 2026 to align with current service need and make other modifications as set forth herein.

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

1. **ARTICLE V, BUDGET AND INDIRECT COST RATE**, of the Grant Agreement is amended to add **\$1,000,000.00** for State Fiscal Year 2026, raising the Grant Agreement total not-to-exceed amount to **\$55,135,400.00**. The State Fiscal Year 2026 allocation table is deleted and replaced in its entirety with the table below:

Program ID	FY 2026 System Agency Share	FY 2026 Required Match	FY 2026 Total Contract Value
SA/TRA	\$8,250,981.00	\$412,549.00	\$8,663,530.00
SA/TRF	\$2,601,000.00	\$130,050.00	\$2,731,050.00
SA/TRY	\$450,000.00	\$22,500.00	\$472,500.00
Total	\$11,301,981.00	\$ 565,099.00	\$11,867,080.00

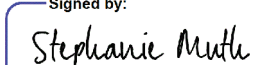
2. The Grant Agreement is amended by adding **ATTACHMENT I-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**, which is attached to this Amendment No. 1 and incorporated into and made part of the Grant Agreement for all purposes.
3. This Amendment No. 1 shall be effective as of the date last signed below.
4. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Grant Agreement shall remain in full force and effect.
5. Any further revisions to the Grant Agreement shall be by written agreement of the Parties.
6. Each Party represents and warrants that the person executing this Amendment No. 1 on its behalf has full power and authority to enter into this Amendment.

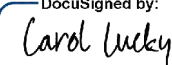
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
HHSC GRANT AGREEMENT, CONTRACT NO. HHS001650300002**

**HEALTH AND HUMAN SERVICES
COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH
AUTHORITY**

By: Signed by:

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By: DocuSigned by:

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Name: Stephanie Muth

Name: Carol Lucky

Title: Executive Commissioner

Title: CEO

Date of Signature: June 12, 2026

Date of Signature: June 11, 2026

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 508-2026 Ratify HHSC Contract for Outreach, Screening, Assessment, & Referral (OSAR) Grant Program for Amendment No. for FY 2026—FY 2028 (HHSC Contract No. HHS001644600009)

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors ratifies the signature of the CEO on the HHSC Contract for Outreach, Screening, Assessment, & Referral (OSAR) Grant Program, Amendment No. 1 for FY 2026—FY 2028 (HHSC Contract No. HHS001644600009).

DONE IN OPEN MEETING this 12th day of August 2026.

Recommended by:

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

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



BOARD OF DIRECTORS MEETING

Summary

DATE: August 12, 2026

AGENDA ITEM 17: Resolution 508-2026 Ratify HHSC Outreach, Screening, Assessment, & Referral (OSAR) Grant Program Amendment No.1 for FY2026-FY2028. (“HHS001644600009”)

RECOMMENDATION/MOTION: Request for Board to ratify NTBHA CEO, Carol Lucky, signature to the Contract No. HHS001644600009, the Texas Health & Human Services Commission – Outreach, Screening, Assessment, & Referral (OSAR) Grant Program Amendment No. 1. Effective September 1, 2026.

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

This Amendment formalizes multiple updates or revisions to procedural and programmatic verbiage contained in the Scope of Grant Project and Performance/Outcome Measures Attachments. These changes provide clarification and context to established metrics, responsibilities, and requirements. Additionally, the HHSC Contract Affirmations Attachment has been replaced in full with current version v.2.6. All other terms and conditions remain in effect.

FINANCIAL INFORMATION: This Amendment No.1 makes no changes to the program funding amount.

IMPLEMENTATION SCHEDULE: Upon Ratification by the NTBHA board.

ATTACHMENTS: 17. *SA_OSR HHS001644600009 A.1 FY26-FY28 ~ 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. HHS001644600009
AMENDMENT NO. 1**

THE HEALTH AND HUMAN SERVICES COMMISSION (“HHSC” or “System Agency”) and North Texas Behavioral Health Authority ("Grantee"), collectively referred to as the "Parties" to that certain Outreach, Screening, Assessment, and Referral (OSR) Grant Agreement, effective September 1, 2025, and denominated HHSC Contract No. HHS001644600009 (“Contract” or “Grant Agreement”), now desire to amend the Grant Agreement.

WHEREAS, HHSC desires to revise **SECTION VI. REPORTING REQUIREMENTS** and update **SECTION IX, FEDERAL AWARD INFORMATION** in the Grant Agreement Signature Page; and

WHEREAS, the Parties desire to revise **ATTACHMENT A, SCOPE OF GRANT PROJECT, ATTACHMENT A-1, PERFORMANCE AND OUTCOME MEASURES ATTACHMENT B, FISCAL REQUIREMENTS, AND ATTACHMENT H, DATA USE AGREEMENT,**

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

1. **SECTION VI, REPORTING REQUIREMENTS**, of the Grant Agreement Signature Page is deleted in its entirety and replaced as follows:

Deliverable	Due Date	Submission System	Naming Convention
Policies and Procedures	<u>Each FY, Annually:</u> October 1 st	CMBHS	FY2X OSR Policies and Procedures
Resource Directory	<u>Each FY, Annually:</u> October 1 st	CMBHS	FY2X OSR Resource Directory
Fiscal Year Close Out	<u>Each FY, Annually:</u> October 15 th	CMBHS	FY2X Close Out
Quality Management Report	<u>Each FY:</u> September 15 th and March 15 th	CMBHS	FY2X Sept Quality Management Report FY2X Mar Quality Management Report
Contract Contact Certification	<u>Each FY:</u> September 15 th and March 15 th	CMBHS	Not Applicable
CMBHS Security Attestation and List of Authorized Users	<u>Each FY:</u> September 15 th and March 15 th	CMBHS	FY2X Sept CMBHS Attestation FY2X Mar CMBHS Attestation
Quarterly Activities Report (1-800 Number	<u>Each FY, Quarterly:</u> Q1: December 15 th Q2: March 15 th	CMBHS	FY2X QX Activities Report

included in Quarter 1 Activities Report	Q3: June 15 th Q4: September 15 th		
Quarterly Regional Collaborative Meeting Invitation List, Sign-in Sheets, and Summary	<u>Each FY, Quarterly:</u> Q1: December 15 th Q2: March 15 th Q3: June 15 th Q4: September 15 th	CMBHS	FY2X QX Regional Meeting
Texas Targeted Opioid Response (TTOR) Funded Expenditure Report	<u>Each FY, Quarterly:</u> Q1: December 15 th Q2: March 15 th Q3: June 15 th Q4: September 15 th	CMBHS	FY2X QX TTOR Expenditure Report
Financial Status Report (FSR)	<u>Each FY, Quarterly:</u> Q1: December 15 th Q2: March 15 th Q3: June 15 th Q4: September 15 th	CMBHS	Not Applicable

2. **SECTION IX, FEDERAL AWARD INFORMATION**, of the Grant Agreement Signature Page is supplemented with the updated federal award information as follows:

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: MSNLLGML43G3

3. **ATTACHMENT A, SCOPE OF GRANT PROJECT**, of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT A, SCOPE OF GRANT PROJECT (SEPTEMBER 2026)**, which is attached to this Amendment No. 1 and incorporated and made part of the Grant Agreement for all purposes.
4. **ATTACHMENT A-1, PERFORMANCE AND OUTCOME MEASURES**, of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT A-1, PERFORMANCE AND OUTCOME MEASURES (SEPTEMBER 2026)**, which is attached to this Amendment No. 1 and incorporated and made part of the Grant Agreement for all purposes.
5. **ATTACHMENT B, FISCAL REQUIREMENTS**, of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT B FISCAL REQUIREMENTS (SEPTEMBER 2026)**, which is attached to this Amendment No. 1 and incorporated and made part of the Grant Agreement for all purposes.
6. **ATTACHMENT C, CONTRACT AFFIRMATIONS v.2.6, JULY 2025**, of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATION v.2.9**, which is attached to this Amendment No. 1 and incorporated and made part of the Grant Agreement for all purposes.
7. **ATTACHMENT H, DATA USE AGREEMENT v8.5 COMMUNITY CENTER VERSION, JANUARY 25, 2023** is revised to include the completed **SECURITY PRIVACY INQUIRY**

(SPI) FORM, which is attached to **ATTACHMENT H**, this Amendment No. 1, and incorporated and made part of the Grant Agreement for all Purposes.

8. This Amendment No. 1 shall be effective as of September 1, 2026.
9. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Grant Agreement shall remain in full force and effect.
10. Any further revisions to the Grant Agreement shall be by written agreement of the Parties.
11. Each Party represents and warrants that the person executing this Amendment No. 1 on its behalf has full power and authority to enter into this Amendment No. 1.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001644600009**

**HEALTH AND HUMAN SERVICES
COMMISSION**

**NORTH TEXAS BEHAVIORAL HEALTH
AUTHORITY**

Signed by:
By: Trina Ita
BB6DC1CFC21D4C3...

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

Trina Ita

Carol Lucky

Deputy Executive Commissioner, BHS

CEO

Date of Signature: July 8, 2026

Date of Signature: July 7, 2026

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT NO. 1 AND THEIR TERMS ARE INCORPORATED AND MADE PART OF THE GRANT AGREEMENT FOR ALL PURPOSES:

- ATTACHMENT A - SCOPE OF GRANT PROJECT (SEPTEMBER 2026)**
- ATTACHMENT A-1 - PERFORMANCE MEASURES (SEPTEMBER 2026)**
- ATTACHMENT B - FISCAL REQUIREMENTS (SEPTEMBER 2026)**
- ATTACHMENT C - CONTRACT AFFIRMATIONS v2.9**
- ATTACHMENT H - SECURITY PRIVACY INQUIRY (SPI) attached to DATA USE AGREEMENT v8.5, COMMUNITY CENTER VERSION, JANUARY 25, 2023**

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 509-2026 Ratify HHSC Youth Empowerment Services (YES) Waiver Wrap-Around Services Contract (“HHS001291000039”)

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 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 ratifies the signature of the CEO on the Youth Empowerment Services (YES) Waiver Wrap-Around Services Contract (HHSC Contract No. HHS001325300039).

DONE IN OPEN MEETING this 12th day of August 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: August 12, 2026

AGENDA ITEM 18: Resolution 509-2026 – Ratify HHSC Youth Empowerment Services (YES) Waiver Wrap-Around Services Contract (“HHS001291000039”)

RECOMMENDATION/MOTION:

Request for Board to ratify NTBHA CEO, Carol Lucky, signature to the Contract No. HHS001291000039, Texas Health & Human Services Commission – Youth Engagement Services (YES) Waiver Contract to cover YES Waiver Wrap-Around Services. Effective July 2026 through March 2027.

BACKGROUND:

The objective of the YES Waiver is to provide community-based services, in lieu of institutionalization, to eligible youth in accordance with the approved Waiver and program capacity. This agreement incorporates YES Waiver Wrap-Around services for a partial FY26/FY27 contract term beginning July 2026 and ending March 31st, 2027.

FINANCIAL INFORMATION:

NTBHA will be paid using a fee-for-service payment method, based on established rates, by service type.

IMPLEMENTATION SCHEDULE: Upon ratification by the NTBHA board.

ATTACHMENTS: 18. *MH_YES Wrap-Around HHS001291000039 FY26-FY27 ~ NTBHA*

ALIGNS WITH VISIONS #1, 2, 3 & 4

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

INTERLOCAL COOPERATION CONTRACT HHSC CONTRACT NO. HHS001291000039

THE HEALTH AND HUMAN SERVICES COMMISSION (“System Agency” or “HHSC”) and NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (“Local Government” or “Contractor”), each a “Party” and collectively the “Parties,” enter into the following contract for Youth Empowerment Services Waiver (“YES Waiver”) services (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code, and section 1915(c) of the Social Security Act.

I. PARTIES

System Agency

Name: Health and Human Services
Commission
Address: 4601 W. Guadalupe St.
City, State & Zip: Austin, TX 78751
Contact Person: Cecilio Nurse
Telephone: 512-431-2616
E-Mail Address: cecilio.nurse@hhs.texas.gov
Agency Number: 35295295295

Local Government

Name: North Texas Behavioral Health
Authority
Address: 8111 LBJ Fwy Ste 900
City, State & Zip: Dallas, TX 75251
Contact Person: Carol Lucky
Telephone: - -
E-Mail Address: clucky@ntbha.org
Agency Number: 17528112695

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services to be provided are described in **Attachment A – Statement of Work.**

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on March 31, 2027, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions. However, in no event may the Contract term, including all renewals and extensions, exceed five years. Notwithstanding the limitation in the preceding sentence, HHSC, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the state.

IV. AMENDMENT

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

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

HHSC Contract No. HHS001291000039

Page 1 of 4

HHSC makes no guarantee of total compensation to be paid under the Contract. Contractor will be paid for all services authorized by System Agency using a fee-for-service payment method, based on established rates, by YES Waiver service type, posted at <https://pfd.hhs.texas.gov/long-term-services-supports/youth-empowerment-services-waiver-program-yes>.

VI. LEGAL NOTICES

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

System Agency

Health and Human Services Commission
4601 W. Guadalupe St., Mail Code 2018
Austin, TX 78751
Attention: Office of Chief Counsel

Local Government

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

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

VII. CERTIFICATIONS

The undersigned contracting parties certify that:

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

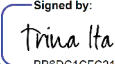
The System Agency further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code Chapter § 1001.072 as transferred under Texas Government Code § 531.0201 and Texas Government Code Chapter 531, to the extent applicable.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code Chapter § 534.001.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS001291000039

HEALTH AND HUMAN SERVICES

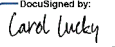
By:  Signed by:
BB8DC1CFC21D4C3...

Printed Name: Trina Ita

Title: Deputy Executive Commissioner, BHS

Date of Signature: July 30, 2026

**NORTH TEXAS BEHAVIORAL HEALTH
AUTHORITY**

By:  DocuSigned by:
DCEA802CF09146F...

Printed Name: Carol Lucky

Title: CEO

Date of Signature: July 30, 2026

**THE FOLLOWING ATTACHMENTS TO HHSC CONTRACT NO. HHS001291000039
ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT A-1 – SECURITY ADMINISTRATOR AND AUTHORIZED USER LIST FORM**
- ATTACHMENT B – CONTRACT AFFIRMATIONS VER. 2.9**
- ATTACHMENT C – UNIFORM TERMS AND CONDITIONS, GOVERNMENTAL ENTITY, VER. 3.3**
- ATTACHMENT D – DATA USE AGREEMENT, VER. 8.5 (COMMUNITY CENTERS)**
- ATTACHMENT E – ASSURANCES NON-CONSTRUCTION PROGRAMS**
- ATTACHMENT F – CERTIFICATION REGARDING LOBBYING**
- ATTACHMENT G – HHS ADDITIONAL PROVISIONS VER. 1.0**

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 510-2026 Approve HHSC Community Health Worker (CHW) Program Amendment No. 1 for FY 2026 – FY 2028 (HHS001606300009)

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 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 approves the signature of the CEO on the HHSC Community Health Worker (CHW) Program Amendment No. 1 for FY 2026 – FY 2028 (“HHS001606300009”).

DONE IN OPEN MEETING this 12th day of August 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: August 12, 2026

AGENDA ITEM 19: Resolution 510-2026 – Approve HHSC Community Health Worker (CHW) Program Amendment No. 1 for FY2026-FY2028 (“HHS001606300009”)

RECOMMENDATION/MOTION:

Request for Board to approve NTBHA CEO, Carol Lucky, to sign the Contract No. HHS001606300009, Texas Health & Human Services Commission – Community Health Worker (CHW) Program Amendment No. 1. Effective August 1, 2026.

BACKGROUND:

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

This Amendment No. 1 updated the Scope of Work to simplify the deliverables required to be submitted and to modernize the contract language. Attachment A-2, CMBHS Requirements; Attachment B, Fiscal Requirements; and Attachment C, Contract Affirmations v2.9 were also updated to modernize the language to current HHSC processes.

FINANCIAL INFORMATION:

No financial changes were made. This Amendment remains at level funding, total not-to-exceed amount **\$2,192,400** for FY26-FY28.

IMPLEMENTATION SCHEDULE: Upon approval by the NTBHA board.

ATTACHMENTS: 19. *SA_CHW HHS001606300009 A.1 FY26-FY28 ~ 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. HHS001606300009
AMENDMENT NO. 1**

The HEALTH AND HUMAN SERVICES COMMISSION (“HHSC” or “System Agency”) and **North Texas Behavioral Health Authority** ("Grantee"), collectively referred to as the "Parties" to that certain Community Health Worker (CHW) Program Contract, effective September 1, 2025, and denominated HHSC Contract No. **HHS001606300009** (“Contract now desire to amend the Contract.

WHEREAS, the Parties desire to add a new attachment to the Contract and revise certain other attachments to the Contract;

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

1. **SECTION IX, FEDERAL AWARD INFORMATION**, of the Grant Agreement Signature Page is supplemented with the updated federal award information as follows:

GRANTEE’S UNIQUE ENTITY IDENTIFIER IS:

2. **ATTACHMENT A, SCOPE OF GRANT PROJECT** of the Contract is deleted in its entirety and replaced with **ATTACHMENT A, SCOPE OF GRANT PROJECT (AUGUST 2026)**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
3. **ATTACHMENT A-2, CMBHS REQUIREMENTS**, which is attached to this Amendment No. 1 is added to the Contract and incorporated and made part of the Contract for all purposes.
4. **ATTACHMENT B, FISCAL REQUIREMENTS** of the Contract is deleted in its entirety and replaced with **ATTACHMENT B, FISCAL REQUIREMENTS (AUGUST 2026)**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
5. **ATTACHMENT C, CONTRACT AFFIRMATIONS v2.5** of the Contract is deleted in its entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATIONS v2.9**, which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes.
6. **ATTACHMENT E, DATA USE AGREEMENT v8.5** of the Contract is supplemented with the addition of **ATTACHMENT E-1, SECURITY AND PRIVACY INQUIRY v2.1**, 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 August 1, 2026.
8. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract 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

HHSC Contract No. HHS001606300009
Amendment No. 1
Page 1 of 2

**SIGNATURE PAGE FOR AMENDMENT NO. 1
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001606300009**

**HEALTH AND HUMAN SERVICES
COMMISSION**

North Texas Behavioral Health Authority

By: _____

Carol Lucky

CEO

Date of Execution: _____

Date of Execution: _____

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

ATTACHMENT A	-	SCOPE OF GRANT PROJECT (AUGUST 2026)
ATTACHMENT A-2	-	CMBHS REQUIREMENTS
ATTACHMENT B	-	FISCAL REQUIREMENTS (AUGUST 2026)
ATTACHMENT C	-	CONTRACT AFFIRMATIONS v2.9
ATTACHMENT E-1	-	SECURITY AND PRIVACY INQUIRY v2.1

ATTACHMENT A
SCOPE OF GRANT PROJECT
(August 2026)

I. PURPOSE

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

II. GOALS

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

III. TARGET POPULATION

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

IV. SERVICE REQUIREMENTS

A. Administrative and Organizational Requirements

Grantee shall:

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

Budget Amount	\$928,000.00	\$696,000.00	\$464,000.00
Minimum required staff	8	6	4

- a. Grantee must notify System Agency in writing within 10 business days when any staff changes, including separation, occur.
 - b. CHWs shall always work in teams of two (2) while in the community.
- 2.** Designate one (1) of the CHWs as the CHW Program Director.

- a. The CHW Program Director shall:
 - i. Provide oversight authority.
 - ii. Spend, at minimum, fifty percent (50%) of their work time delivering direct participant services which meet the performance measures of this Contract.
 - iii. Participate on all programmatic conference calls, as scheduled by System Agency.
 - 1) Grantee's executive management and any other staff *may* be included in conference calls, but it is *required* the CHW Program Director attend all conference calls, unless otherwise agreed to in writing by System Agency.
 - 2) If Grantee or CHW Program Director is unavailable for a scheduled conference call, they are to ensure a representative attends and follows up with program specialist as needed.
3. Provide CHWs with insured vehicle(s) to conduct work activities. Any vehicle purchased, and/or leased, must be approved by System Agency before signing, as a cost analysis report must be submitted to determine if a lease or purchase is the best value.
4. Provide all services and activities with individuals in a respectful, non-threatening, non-judgmental, and confidential manner.
5. Ensure Program policies and procedures do not discriminate against any participant, family member, or supportive ally, including people who have returned to use or are currently using substances.
6. Provide all services in a culturally, linguistically, and developmentally appropriate manner for individuals, families and significant others as evidenced by:
 - a. Creating and distributing pamphlets and other materials for education and health, written in multiple languages to reflect the Eligible Population being served;
 - b. Utilizing interpreters as appropriate; and
 - c. Providing a non-discriminatory and inviting lobby and office environment to welcome the Eligible Population.
7. Within 60 calendar days of Contract execution upload written Policy and Procedures to CMBHS for System Agency approval, which includes at a minimum:
 - a. Service Delivery Standards including how program will provide service to subpopulations in their community who experience barriers to services and address harms related to substance use;
 - b. Standards of CHWs, including reducing harms related to substances;
 - c. Documentation and reporting requirements, as listed in this Scope of Grant Project;
 - d. Training requirements for all staff on data collection reporting requirements related to Contract Performance Measures, as listed in

HHSC Contract No. HHS001606300009

Amendment No. 1

Page 2 of 9

Attachment A-1, Scope of Grant Supplemental; and

- e. This document will cover the entirety of the Contract cycle with any edits to be submitted as needed; and
 - f. This document will be labeled as “CHW Policies and Procedures.”
- 8.** Provide and distribute Opioid Overdose Reversal Kits to:
- a. Individuals eligible for program services who use opioids (Eligible Population);
 - i. Support systems which may be able to reverse the individual’s overdoses; or
 - ii. Eligible individuals who may be in the position to reverse an opioid overdose.
- 9.** Not distribute to people outside of the Eligible Population without prior written approval from System Agency.
- 10.** Not place under, restrict access, or put undue burden on CHW staff’s ability to distribute lifesaving overdose reversal kits.
- 11.** Document in a “Monthly Work Log” form provided by System Agency:
- a. The count of Opioid Reversal kits dispersed and include reports of successful reversals in the “Monthly Work Log.”
 - b. Upload this information to System Agency upon request.
- 12.** Provide and distribute health kits to:
- a. Eligible Population; and
 - b. Ensure health kits are individually packaged for CHWs to distribute.
- B.** Provide unrestricted internet access for CHWs to find resources and educational materials for Eligible Population.
- 1.** Purchase and provide a professional messenger bag or side bag for CHWs to carry supplies. One per staff member. Messenger bag purchases must be approved by System Agency.
 - 2.** Shall not require CHW’s to complete additional documentation, client demographics, or data entry not required or listed in this Contract without prior approval from System Agency.

C. Community Health Services

Grantee shall:

- 1.** Submit within 15 calendar days after the end of each State Fiscal Year (FY) quarter, a “Quarterly Report,” provided by the subject matter expert (SME). The report will include at minimum:
 - a. Monthly work logs which;
 - i. Reflect work efforts by the CHWs (while not providing

HHSC Contract No. HHS001606300009

Amendment No. 1

Page 3 of 9

- personal identifying information of individuals receiving services);
 - ii. Summarize activity performed each quarter; and
 - iii. Be provided to System Agency to reflect CHW efforts.
 - b. Self-care and/or team-building activities; and
 - c. Any financial assistance used.
- 2. Ensure CHWs community work, supply distribution group facilitation, communication, events, and other service delivery as described in this Contract with the Eligible Population occur without undue interference affecting the fidelity of this Contract from indirect staff or other agency staff not funded by this Contract.
- 3. Promote and encourage entry into substance use disorder and/or mental health services provided by this Contract, including intervention, treatment, or recovery by providing referrals, community linkage, and support to the Eligible Population.
- 4. Refer the Eligible Population Texas residents to other System Agency-funded programs as appropriate.
- 5. Use Motivational Interviewing, a therapeutic technique and skill used, when appropriate, to help individuals enhance their confidence and motivation for change.
- 6. Promote and encourage entry into medical services, including Hepatitis C Virus (HCV), Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV), Tuberculosis (TB), and Sexually Transmitted Infections (STI) testing or treatment by providing referrals, community linkage, and support to individuals in Eligible Population.
- 7. Provide information, referrals, community linkage, and support to other services (housing, employment, legal, etc.) and community resources to individuals in the Eligible Population.
- 8. Assure program staff has training on all information, methods, tools and laws related to any items distributed by CHW in their work with the Eligible Population. Such information, methods, and tools must be based on the latest scientific research and best practices for reducing harms related to substance use.
- 9. Ensure service delivery follows DSHS CHW Core Competencies: [CHW Core Competencies Update | Texas DSHS https://www.dshs.texas.gov/chw-core-competencies- update](https://www.dshs.texas.gov/chw-core-competencies-update).
- 10. Ensure service delivery includes:
 - a. Choice and Self Determination:
 - i. Provide individuals the opportunity to select supports and services that correspond with their personal preferences and goals;

HHSC Contract No. HHS001606300009

Amendment No. 1

Page 4 of 9

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

V. STAFF COMPETENCIES

Grantee shall:

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

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

VI. FINANCIAL ASSISTANCE

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

HHSC Contract No. HHS001606300009

Amendment No. 1

Page 6 of 9

- individuals. Financial assistance is available for the following items:
- a. transportation needs to appointments;
 - b. prescriptions or medicines needed;
 - c. vision or hearing needs;
 - d. clothing or personal hygiene items;
 - e. assistance for recovery housing;
 - i. To use financial assistance for recovery housing, the recovery house must be accredited according to the National Alliance For Recovery Residences standards or Chartered by Oxford House, Inc.;
 - f. employment or educational needs;
 - g. utilities, rental, or other similar household expenses; and
 - h. other needs not listed that improve the individual's quality of life or ability to successfully engage in services with System Agency written approval.
2. Program funds, including financial assistance, must be reasonable and follow SAMHSA SUBG requirements.
 3. Financial assistance budgeted for the Eligible Population must not exceed five percent (5%) per State Fiscal Year of this Contract's total without prior approval.
- B.** Grantee must maintain and document all financial assistance, as summarized in Grantee's required Quarterly Report,
1. At minimum, financial assistance documentation must include:
 - a. Date provided;
 - b. Dollar amount;
 - c. Item purchased; and
 - d. Client identifier (examples: driver's license, Clinical Management for Behavioral Health Services (CMBHS) client number, first name and last initial).
- C.** General supply items purchased by the program (such as hygiene kits, water bottles, condoms, Naloxone etc.) are not considered financial assistance to be tracked in financial assistance log.
- D.** Financial assistance above \$250 per individual, in a fiscal term, must be approved in writing by System Agency.
- E.** If an incentive or alternative activity is not described within this Contract, Grantee must contact System Agency staff for prior approval before implementation of such activity.

VII. SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS

- A.** Grantee shall submit all reporting requirements to CMBHS system and/or any alternative method required by System Agency by the required due date and report name described in **Table 1: Submission Requirements**. Grantee is required to maintain access to required systems or platforms for the duration of this Grant Agreement.
- B.** Grantee shall submit all claims and reports through the CMBHS system in accordance with this Grant Agreement unless otherwise instructed by System

HHSC Contract No. HHS001606300009

Amendment No. 1

Page 7 of 9

Agency.

- C. System Agency will monitor Grantee's performance of the requirements in this **Attachment A** and compliance with the Grant Agreement terms and conditions.
- D. Grantee's duty to submit the required reports will survive the termination or expiration of this Grant Agreement.
- E. Grantee shall submit additional reporting when requested by System Agency.
- F. If the due date is on a weekend or holiday, the due date shall be the next business day.
- G. Grantee shall submit the following reports by the due dates and via the submission method outlined below:

Table 1: Submission Requirements

Requirement	Title	Due Date	Submission System
Invoices in CMBHS	Invoices	Invoice for previous month's activities on the 15th of the following month.	CMBHS
Attachment A IV. A. 7	CHW Policies and Procedures	Within 60 calendar days of Contract execution and updated as needed.	CMBHS
Attachment A IV. C.	Quarterly Report	Quarterly; report includes the previous Quarter information, as follows: Q1 reporting period, due December 15th, each State Fiscal Year. Q2 reporting period, due March 15th, each State Fiscal Year. Q3 reporting period, due June 15th, each State Fiscal Year. Q4 reporting period, due September 15th, each State Fiscal Year.	CMBHS
Attachment A	Closeout documents	Final closeout documents due October 15 each State Fiscal Year during Contract term and after termination or expiration.	CMBHS

Attachment A	CMBHS Security Attestation Form and list of authorized users	15 calendar days after Contract execution; then, each State Fiscal Year on September 15th & March 15th.	CMBHS
Attachment A-1	Performance Measures	Report for previous month's activities, due on the 15th of the following month, throughout the Contract term.	CMBHS
Attachment B	Financial Status Report (FSR)	<u>Each State FY, Quarterly:</u> Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS

X. PERFORMANCE & OUTCOME MEASURES

Grantee shall adhere to the performance and outcome measure requirements documented in **Attachment A-1**.

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 511-2026 Ratify the Be Well Texas Medications for Opioid Use Disorder Treatment Grant Amendment No. 1 for FY 2026 (BWT Contract No. 178475/42943/MOUD-SUPTRS-17)

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 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 ratifies the signature of the CEO on the Be Well Texas Medications for Opioid Use Disorder Treatment Grant Amendment No. 1 for FY2026. (BWT Contract No. 178475/42943/MOUD-SUPTRS-17).

DONE IN OPEN MEETING, this 12th day of August 2026.

Recommended by:

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

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



BOARD OF DIRECTORS MEETING

Summary

DATE: August 12, 2026

AGENDA ITEM 20: Resolution 511-2026: Ratify the Be Well Texas Medications for Opioid Use Disorder Treatment Grant Amendment No. 1 (“178474 / 42943 / MOUD-SUPTRS-17”)

RECOMMENDATION/MOTION:

Request for Board to ratify NTBHA CEO, Carol Lucky, signature to the Contract No. 178474 / 42943 / MOUD-SUPTRS-17, Be Well Texas Medications for Opioid Use Disorder Treatment Amendment No. 1. Effective July 2026.

BACKGROUND:

This amendment updates the Attachment B, Program Services and Unit Rates to increase the funded capacity and the resulting budget. All other terms are unchanged.

FINANCIAL INFORMATION:

This Contract Amendment No. 1 adds **\$460,000** to the Budget for the Contract term, increasing the not-to-exceed amount to **\$5,879,473.36**.

Fiscal Year	Total Contract Value
FY2026	\$5,879,473.36

IMPLEMENTATION SCHEDULE: Upon ratification by the NTBHA board.

ATTACHMENTS: 20. *BWT_MOUD-SUPTRS Amendment No.1 ~ NTBHA*

ALIGNS WITH VISIONS #1, 2, 3 & 4

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

**FIRST AMENDMENT
TO
PURCHASED SERVICES AGREEMENT**

This **First Amendment to Purchased Services Agreement (“Amendment”)** is dated effective as of _____ (**“Effective Date”**), and is entered into by and between **The University of Texas Health Science Center at San Antonio (“UTHSA”)**, an agency and institution of higher education authorized under the laws of the State of Texas, and **North Texas Behavioral Health Authority (“Provider”)**.

UTHSA and Provider entered into that certain Purchased Services Agreement dated effective **September 1, 2025 (“Agreement”)**.

UTHSA and Provider now desire to amend the terms of the Agreement as more particularly set forth below:

1. **Attachment B, Program Services and Unit Rates**, is hereby amended and restated in its entirety and shall hereafter be and read as follows:

See Attachment B, Program Services and Unit Rates, attached to this amendment.

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined will have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between UTHSA and Provider with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment will control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment will not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

5. THIS AMENDMENT WILL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, UTHSA and Provider have executed and delivered this Amendment effective as of the Effective Date.

**NORTH TEXAS BEHAVIORAL
HEALTH AUTHORITY**

**THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO**

By: Carol E. Lucky

By: _____

Name: Carol E. Lucky

Name: _____

Title: Chief Executive Officer

Title: _____

Date: 5/20/2026

Date: _____

Attach:

Attachment B – Program Services and Unit Rates

ATTACHMENT B
PROGRAM SERVICES AND UNIT RATES
(rev. 03/2026)

- I. Provider will submit all service claims through CMBHS monthly. Services claims submitted through CMBHS by Provider will be utilized by Be Well Texas to generate reimbursement to Provider. By execution of this agreement, Provider certifies and attests that all service claims submitted through CMBHS are true, complete and accurate. Provider is aware that any false, fictitious, or fraudulent submission may subject Provider to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise in accordance with U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812. In addition, all submitted services entered into CMBHS by Provider will be made in accordance with the conditions of this agreement and will be subject to audit by Be Well Texas, Texas Health and Human Services or a third party.
- II. Provider shall maintain receipts for purchases for seven (7) years and will be subject to audit by BWTX. Failure to provide proof can result in refunding the monies to BWTX and a PIP.
- III. Funded Capacity
 Funded capacity is defined as the stated number of clients who will be concurrently served as determined by this Contract.

Funded Capacity*	Budget*
651	\$5,879,473.36
*Subject to change	

- IV. Service Unit Rates
 The Treatment Rate Sheet link below is subject to change and is contingent on available funding:
<https://www.hhs.texas.gov/providers/behavioral-health-services-providers/substance-use-service-providers>
- V. Invoice and Payment
 Provider shall generate billable medication service notes and/or billable progress notes to BWTX through the Clinical Management for Behavioral Health Services (CMBHS) System after services are rendered. Monthly claims shall be generated by the 5th calendar day in CMBHS. Provider will be reimbursed for services provided under this Contract utilizing the established unit rates. The final deadline to generate billable medication service notes and/or billable progress notes to BWTX through CMBHS for the grant term will be no later than 09/15/2026.
- VI. Recapture of Funds
 At its sole discretion, BWTX may withhold all or part of any payment to the Provider to offset overpayments, unallowable or ineligible costs made to the Provider, or require Provider to promptly refund or credit within thirty (30) calendar days of written notice

any funds erroneously paid by BWTX which are not expressly authorized under the Agreement.

VII. Claims and Payment Requirements

- a. Provider will demonstrate their capacity to bill insurance and Medicaid for those clients with insurance coverage. Funds under the Agreement can only be used as payment of last resort, which means that other applicable reimbursement resources, such as Medicaid or other third-party payors, will be billed first.
- b. If the client has Medicaid or other third-party payors and does cover Medication Assisted Treatment, the client will not qualify for funding under this grant.
- c. If the client has Medicaid or other third-party payors' insurance, but does not cover Medication Assisted Treatment, the client may still qualify for funding under this grant but will need to provide documentation Medication Assisted Treatment is not covered under their Medicaid or other third-party payor insurance.
- d. Provider shall operate within the funded capacity and awarded budget amount indicated in this Agreement for the duration of the agreement term.
- e. Submitted claims in excess of the Provider's stated funded capacity will be approved for payment based on availability of funds, and contingent upon approval of a subsequent amendment.
- f. BWTX, at its sole discretion, will adjust the funded capacity of this Agreement based on Provider's performance and/or other criteria determined by BWTX, and contingent on availability of funds.
- g. Provider shall not exceed the awarded budget as indicated in this Agreement for the duration of the agreement term unless approved by the BWTX team.
- h. Except as indicated by the CMBHS financial eligibility assessment, Provider will accept reimbursement or payment from BWTX as payment in full for services or goods provided to clients or participants, and Provider will not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.
- i. Provider will document all specified required activities and services in the Clinical Management for Behavioral Health Services (CMBHS) system.
- j. Provider will document Financial Eligibility appropriately in CMBHS before charging any individuals for screening and assessment. Provider will not require payments from individuals determined by the Financial Eligibility function of CMBHS to be eligible for state-funded services for screening and assessments.
- k. Provider will ensure requirements of Texas residency eligibility, Financial Eligibility, and clinical eligibility are met, as determined by CMBHS client profile, CMBHS SUD assessment, and financial eligibility documentation in CMBHS.
- l. If the client is eligible for state-funded services determined by the Financial Eligibility documented by the Provider in CMBHS.
- m. Provider shall upload proof of income and proof of residency in CMBHS under *Financial Eligibility*.
- n. Provider shall run the MEV every thirty (30) days and prior to the 5th calendar day of each month. It is the Provider's responsibility to ensure that claims entered into

CMBHS are not eligible for Medicaid, Medicare, or any other third-party insurance.

- o. The client is not eligible for BWTX services until all documentation is submitted, as reference above.
- p. Failure to comply with the financial eligibility documentation, and MEV requirements will result in an audit finding. A PIP will follow to provide additional training and assistance.

VIII. Third-Party Payors

- a. Provider shall not seek reimbursement from BWTX if the individual is covered by a third-party payor.
- b. Demonstrate the capacity to bill insurance, Medicaid, and/or Medicare for individuals with health insurance coverage.
- c. Contract with Medicaid and the identified Managed Care Organizations in service delivery region.
- d. Contract with Medicare in the service delivery region.
- e. Refer individuals to a treatment Program that is approved by the individual's third-party payor if Provider is not eligible for reimbursement.
- f. If the approved treatment Program refuses treatment services to the Client and documents that refusal, Provider may provide treatment services and bill BWTX; The refusal, including third-party payor and approved treatment Program, shall be documented in the client's file.
- g. The Client meets the diagnostic criteria for substance use disorder.
- h. If Client's third-party payor would cover or approves partial or full payment for treatment services, Provider may bill BWTX for the non-reimbursed costs, including the deductible, provided:
 - a. The Client's parent/guardian refuses to file a claim with the third party payor, or refuses to pay either the deductible or the non-reimbursed portion of the cost of treatment, and Provider has obtained a signed statement from the parent/guardian of refusal to pay, and Provider has received written approval from the BWTX substance use disorder treatment Program services clinical coordinator to bill for the deductible or non-reimbursed portion of the cost.
 - b. The Client or parent/guardian cannot afford to pay the deductible or the non-reimbursed portion of the cost of treatment.
 - c. The Client or parent/guardian has an adjusted income at or below 200% of the Federal poverty guidelines.
 - d. If a Client has exhausted all insurance coverage and requires continued treatment, Provider may provide the continued treatment services and bill BWTX if the Client meets the priority population mentioned under Service Delivery in the statement of work.

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 512-2026 Approve RFP Awardee (The Wood Group) for Children's Crisis Respite & State Hospital Step Down Services

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 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 approves the CEO, in consultation with legal counsel, to negotiate and execute a contract with the RFP Awardee (The Wood Group) for Children's Crisis Respite (CCR) & State Hospital Step Down (SHSD) Services within the NTBHA Local Service Area.

DONE IN OPEN MEETING, this 12th day of August 2026.

Recommended by:

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

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



BOARD OF DIRECTORS MEETING

Summary

DATE: August 12, 2026

AGENDA ITEM 21: Resolution 512-2026: Approve RFP Awardee for Children’s Crisis Respite & State Hospital Step Down Services

RECOMMENDATION/MOTION:

Authorize NTBHA CEO, in consultation with legal counsel as needed, to negotiate and execute a contract with the RFP Awardee for Children’s Crisis Respite (CCR) & State Hospital Step Down (SHSD) Services within the NTBHA Local Service Area.

BACKGROUND:

NTBHA made available an RFP for Children’s Crisis Respite & State Hospital Step Down Services (RFP_CRISIS26-025). NTBHA required successful respondents to propose how they would provide the services and meet the standards required for one or both programs, as well as provide a Costs & Capacity Proposal to demonstrate responsible and best value usage of funds. Of the respondents, only one proposed to provide both services and achieved a highly satisfactory score from reviewers. The following table lists the Award recommendation, presented to the NTBHA Board of Directors for approval and authorization to proceed with Contract and Provider negotiations in light of the recently published solicitation, RFP_CRISIS26-025 Children’s Crisis Respite Services & State Hospital Step Down Services:

AWARDEE:	PROPOSED SERVICES:	Potential Funding Amount:
The Wood Group	For CCR : The Wood Group will focus on creating a stable daily environment where children receive direct supervision, supportive engagement, food service, transportation support, medication supervision support as applicable, and coordinated communication with NTBHA, families, legally authorized representatives, and clinical providers.	\$622,140
	For SHSD : The Wood Group's focus will be on residential stability, daily supervision, medication supervision support as applicable, food service, transportation support, daily living support, documentation support, and active coordination with NTBHA, state hospital staff, LMHA/LBHA staff, MCOs, clinical providers, and transition team members.	\$760,248
RFP TOTAL REQUESTS:		\$1,382,388



BEST VALUE:

Any award made subsequent to NTBHA's RFP will be based on the Best Value to NTBHA, or the optimum combination of economy and quality resulting from fair, efficient, and practical decision making, and which consider the following relevant factors:

- any installation cost(s);
- the delivery terms;
- the quality and reliability of the respondent's services;
- the extent to which the services meet NTBHA's needs;
- indicators of probable respondent performance under the contract, such as the respondent's past performance, the respondent's financial resources and ability to perform, and the respondent's experience and responsibility;
- the impact on the ability of NTBHA to comply with laws and rules relating to historically underutilized businesses or relating to the procurement of services from persons with disabilities;
- the total long-term cost to NTBHA of contracting for the respondent's services;
- the cost of any staff training associated with the contract;
- the effect of an acquisition, or contract, on the local authority's productivity;
- the contract price;
- the ability of the respondent to perform the contract and to provide the required services within the contract term, without delay or interference;
- the respondent's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
- whether the respondent's financial resources are sufficient to perform the contract and to provide the service(s);
- whether necessary or desirable support and ancillary services are available to the respondent;
- the character, responsibility, integrity, reputation, and experience of the respondent;
- the quality of the facilities and equipment available to or proposed by the respondent;
- the ability of the respondent to provide continuity of services;
- the ability of the respondent to meet all applicable written policies, principles, regulations, and standards of care; and;
- any other factor relevant to determining the best value for NTBHA in the context of a particular contract.

EVALUATION: See Best Value Standards above

FINANCIAL INFORMATION: See Awardee table above

IMPLEMENTATION SCHEDULE: Upon conclusion of negotiation and execution by NTBHA CEO.

ATTACHMENTS: 21. *RFP_CRISIS26-025 Award Notification / Decision Letter*

ALIGNS WITH VISIONS #1, 2, 3 & 4

NTBHA Strategic Visions



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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer



PROCUREMENT DECISION NOTICE
AWARD LETTER

SOLICITATION ITEM(S):

*RFP_CRISIS26-025: Children's Crisis Respite Services & State Hospital Step Down Services
Request for Proposals*

To: Responding Provider(s)

From: Heath Frederick, Contracts Director

Date: August 12, 2026

Re: Contract Award

On May 8th, 2026, NTBHA began accepting proposals for the NTBHA Network – Children's Crisis Respite Services & State Hospital Step Down Services Request for Proposals. The RFP response period closed on Friday, May 29th, 2026, and the Procurement Committee's recommendations were presented at the August 12th Board Meeting where the NTBHA Board of Directors issued their approvals and authorized CEO, Carol Lucky, to proceed with Provider Contract negotiations.

This letter is to inform you of the awarded organizations pertaining to RFP_CRISIS26-025. Once Agreements are in final draft form and funding allocations, and capacity, have been negotiated and discussed, I will provide the awarded respondent(s) with copies of the Agreement for review and signatures.

The Wood Group	For CCR: The Wood Group will focus on creating a stable daily environment where children receive direct supervision, supportive engagement, food service, transportation support, medication supervision support as applicable, and coordinated communication with NTBHA, families, legally authorized representatives, and clinical providers. For SHSD: The Wood Group's focus will be on residential stability, daily supervision, medication supervision support as applicable, food service, transportation support, daily living support, documentation support, and active coordination with NTBHA, state hospital staff, LMHA/LBHA staff, MCOs, clinical providers, and transition team members.
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Respondents wishing to protest or appeal the selection must submit a written appeal within seven (7) days of receiving the award notification. Protests or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Written protest/appeals shall be sent via email to: procurements@ntbha.org with a Cc: to hfrederick@ntbha.org, Contracts Director and clucky@ntbha.org, Chief Executive Officer. Once a protest/appeal has been validated by the Procurement Committee, it will be presented to the NTBHA Board of Directors for a final decision.

Sincerely,

Heath Frederick

Contracts Director – CTCD/CTCM

North Texas Behavioral Health Authority

8111 LBJ Frwy | Suite 900 | Dallas, TX 75251

Direct: 469.523.0529 eMail: hfrederick@ntbha.org

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 513-2026 Approve External Audit Engagement with Condley and Company, LLP
Certified Public Accountants and Business Advisors for FY 2026

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 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 authorize the CEO to renew the engagement contract with Condley and Company, LLP, Certified Public Accountants and Business Advisors, for the FY 2026 External Audit and to sign the renewal Engagement Letter.

DONE IN OPEN MEETING this 12th day of August 2026

Recommended by:

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

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



BOARD OF DIRECTORS MEETING

Summary

DATE: August 12, 2026

AGENDA ITEM 22: Resolution 513-2026 Approve External Audit Engagement with Condley & Company, LLP, Certified Public Accountants and Business Advisors for FY26

RECOMMENDATION/MOTION:

Request for Board to approve the renewal of engagement with Condley & Company to provide Financial and Compliance Audit Services for a twelve-month period commencing on August 1, 2026.

BACKGROUND:

NTBHA released a Request for Qualifications (“RFQ”) on May 20, 2025, for Financial and Compliance Audit Services for a multi-year period with the contract being reviewed annually. The RFQ closed on June 4, 2025. Between the two well-qualified Audit Firm responses received, NTBHA selected Condley and Company, LLP - based on their history working with other LMHA/LBHA centers across Texas.

FINANCIAL INFORMATION:

Condley & Company’s proposed fee for the audit services provided is not expected to exceed \$105,500 for the Financial and Compliance audit, plus \$5,500 for each major program selected up to four (4) major programs, plus any out-of-pocket expenses.

IMPLEMENTATION SCHEDULE: Upon approval by the NTBHA board.

ATTACHMENTS: 22. *Condley & Co. FY2026 NTBHA Engagement Letter*

ALIGNS WITH VISIONS #1, 2, 3 & 4

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

May 19, 2026

To the Board of Directors
North Texas Behavioral Health Authority
Dallas, Texas 75251

The Objective and Scope of the Audit of the Financial Statements

You have requested that Condley and Company, L.L.P. (“Condley”, “we”, “us”, or “our”) audit North Texas Behavioral Health Authority’s (the “NTBHA”, “you”, or “your”) financial statements as of and for the year ending August 31, 2026, and the related notes to the financial statements, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Engagement Letter”).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) and *Government Auditing Standards* issued by the Comptroller General of the United States (“GAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made based on these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

You have also requested that Condley perform the audit of NTBHA as of August 31, 2026, to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”) and Texas Grant Management Standards (“TxGMS”).

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance, TxGMS, and the U.S. Office of Management and Budget’s (“OMB”) Compliance Supplement. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, the Uniform Guidance, and TxGMS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the NTBHA and its environment, the applicable financial reporting framework, and the NTBHA’s system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider NTBHA’s system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of NTBHA’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate that raise substantial doubt about NTBHA's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because determining waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect it in financial statement audits.

We will communicate to the Board of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance and TxGMS, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that NTBHA complies with the laws and regulations applicable to its activities and informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud and to inform us about all known or suspected fraud affecting NTBHA involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting NTBHA received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers, or others.

Management is responsible for the preparation of the required supplementary information ("RSI"), which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

Management is also responsible for the preparation of supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the

supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Board of Directors is responsible for informing us of their views about the risks of fraud, waste, or abuse within NTBHA and its knowledge of any fraud, waste, or abuse or suspected fraud, waste, or abuse affecting NTBHA.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
 - a. Access to all information of which management is aware is relevant to the preparation and fair presentation of the financial statements, including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within NTBHA from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including, among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter, and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Single Audit Act, the Uniform Guidance, and TxGMS, management is responsible for (a) identifying all federal awards received and expended, (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance and TxGMS requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and

conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

Reporting

We will issue a written report upon completion of our audit of NTBHA's financial statements. Our report will be addressed to the Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of NTBHA's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on NTBHA's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of NTBHA's schedule of expenditures of federal and state awards for the year ended August 31, 2026;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance and Texas Grant Management Standards; and
4. An accompanying schedule of findings and questioned costs.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in NTBHA's books and records. NTBHA will determine that all such data, if necessary, will be so reflected. Accordingly, NTBHA will not expect us to maintain copies of such records in our possession.

The assistance to be provided by NTBHA personnel, including the preparation of schedules and the analyses of accounts, has been discussed and coordinated with Elizabeth Goodwin, Chief Financial Officer. The timely and accurate completion of this work is an essential condition for our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform certain non-audit services:

1. Drafting financial statements and related notes
2. Assistance with certain account reconciliations, if applicable
3. Proposing adjusting journal entries, if applicable

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations are impartial and are viewed as such by reasonable and informed third parties. Before we agree to provide a non-audit service to NTBHA, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. NTBHA has agreed that Elizabeth Goodwin, Chief Financial Officer, possesses suitable skill, knowledge, or experience and that the individual understands the services listed above to be performed sufficiently to oversee them. Accordingly, NTBHA agrees to the following:

1. NTBHA has designated Elizabeth Goodwin, Chief Financial Officer, as a senior member of management who possesses suitable skill, knowledge, and experience to oversee the services;
2. Elizabeth Goodwin, Chief Financial Officer, will assume all management responsibilities for the subject matter and scope of the Non-Audit Services listed above;
3. NTBHA will evaluate the adequacy and results of the services performed; and
4. NTBHA accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with NTBHA's management and those charged with governance of the objectives of the non-audit services, the services to be performed, NTBHA's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report has been provided to you for your information.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of a percentage of fees for all other expenses, including indirect administrative expenses such as technology, research, library databases, and lease software usage at \$200 per lease, SOC evaluations at \$310 per SOC report evaluated, if applicable. Our fee for the services described in this letter is not expected to exceed \$105,500, plus \$5,500 for each major program selected over four (4) major programs, plus out-of-pocket expenses. Additional fees in excess of our fee estimate and beyond the agreed-upon scope will be discussed with you before proceeding. Our fee estimate and completion of our work are based on the following criteria:

1. Anticipated cooperation from NTBHA personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Payment is due upon invoice delivery.

Use of Third-Party Service Providers and Third-Party Products

We may, at our sole discretion, use qualified third-party service providers to assist us in providing you with professional services. In such circumstances, it may be necessary for us to disclose Confidential Information and Personal Information (as such terms are defined below) to them. We may share your information, including Confidential Information and Personal Information, with these third-party service providers, provided that written obligations of confidentiality bind such recipients. You acknowledge and agree that our use of a third-party service provider may involve the processing, input, disclosure, movement, transfer, and storage of your information and data, including Confidential Information and Personal Information, outside of our technology infrastructure. We will be responsible to you for the performance of our third-party service providers, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We may also provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours which may result in the access, transfer, disclosure, storage or processing of such information and data outside of the United States. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of the licensor of such Third-Party Product relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein, and you acknowledge and agree that such NTBHA-provided data and information may be collected, processed, stored, and used by such licensors for benchmarking, analytics, marketing, and other business purposes in support of the Third-Party Product.

To the extent Condley gives NTBHA access to a Third-Party Product in connection with the services contemplated herein, NTBHA agrees to comply with the terms of any applicable EULA for such Third-Party Product, and NTBHA shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product by NTBHA or any user to whom NTBHA grants access to such Third-Party Product. NTBHA agrees to indemnify and hold Condley harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs), and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product by NTBHA or any user to whom NTBHA grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems beyond our control, including, without limitation, internet outages or other issues related to updates, upgrades, patches, fixes, or maintenance. We will not be liable for any damages relating to such limitations, delays, delivery failures, interruptions, errors, or other problems. Nor will we be held responsible or liable for any loss, unauthorized use, or disclosure of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Condley. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Condley's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Condley for NTBHA under this Engagement Letter or any documents belonging to NTBHA or furnished to Condley by NTBHA.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Condley policies and will be agreed to, accounted for, and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in Condley's form. Condley reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for NTBHA, NTBHA will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of Condley audit personnel and at a location designated by our firm.

Indemnification, Limitation of Liability, and Claim Resolution

Because Condley and Company, L.L.P. will rely on NTBHA and its management and NTBHA Commissioners to discharge the foregoing responsibilities, NTBHA agrees to indemnify, hold harmless, and release Condley and Company, L.L.P. and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all third-party claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the NTBHA's management.

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY ("NTBHA") AND CONDLEY AND COMPANY, L.L.P. ("CONDLEY") AGREE THAT NO CLAIM ARISING OUT OF, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ENGAGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY CONDLEY OR THE DATE OF THIS ENGAGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL CONDLEY OR NTBHA OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A COVERED PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS ENGAGEMENT LETTER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ENGAGEMENT LETTER OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY NTBHA TO CONDLEY UNDER THIS ENGAGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL OR SHALL BE INTERPRETED OR CONSTRUED TO RELIEVE NTBHA OF ITS PAYMENT OBLIGATIONS TO CONDLEY UNDER THIS ENGAGEMENT LETTER.

Confidentiality

Condley and NTBHA may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, Condley and NTBHA agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, Condley is permitted to disclose NTBHA's Confidential Information to Condley's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

"Confidential Information" means, information in any form, consisting of: (i) any nonpublic information provided by the Disclosing Party; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter. Without limiting the generality of the foregoing, NTBHA acknowledges and agrees that Documentation constitutes Confidential Information of Condley.

"Confidential Information" will not include information that (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

NTBHA consents to the Condley Parties using Confidential Information and Personal Information provided by or on behalf of NTBHA to: (i) improve the quality of our services and offerings; and/or (ii) develop or perform internal data analysis, business analytics or insights, or other internal insight generation. Information developed in connection with these purposes may be used or disclosed to current or prospective clients to provide services or offerings. The Condley Parties will not use or disclose such Confidential Information or Personal Information in a way that would permit NTBHA or an individual to be identified by third parties without your prior written consent.

Personal Information

As used herein, the term "Personal Information" means any personal information or data, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use, and disclosure to our Subcontractors or us of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

If we become aware of an unauthorized acquisition or use of NTBHA-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables that are not otherwise reflected in your books and records, without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host or accept responsibility for hosting any of your records. We, however, may retain copies of any of your records necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any loss, damage, or expense arising out of or from, or relating to, such termination or suspension of our services.

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that, in its judgment, would cause its continued performance to result in a violation of law, a regulatory requirement, a legal process, a contractual obligation with a third party, applicable professional or ethical standards, or, in the case of Condley, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List (as defined below).

Neither Condley nor NTBHA shall be responsible for any delay or failure in its performance resulting from acts beyond its reasonable control (each, a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days by a Force Majeure Event; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management or those charged with governance, and work on that engagement has not recommenced within 120 days of the request to suspend, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing, and fee arrangement discussed in this Engagement Letter will no longer apply. To recommence work, a new Engagement Letter must be executed.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, provided that NTBHA clearly indicates that we are not associated with the contents of any such official statement or memorandum. NTBHA agrees that the following disclosure will be prominently displayed in any such official statement:

Condley and Company, L.L.P., our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Condley and Company, L.L.P. has also not performed any procedures relating to this official statement.

Our professional standards require that we perform certain additional procedures on current and previous years' engagements whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals, or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. NTBHA shall not and shall not permit third parties to access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. NTBHA shall not knowingly cause Condley to violate any sanctions applicable to Condley. As used herein, "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, and the United Nations Security Council.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

Notices

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Engagement Letter) sent by the NTBHA to Condley shall also be sent to the following address: Condley and Company, L.L.P., P.O. Box 2993, Abilene, TX 79553. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter, including any exhibits, policies, schedules, and/or other documents expressly incorporated herein by reference or attached hereto, constitutes the entire agreement between Condley and NTBHA, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter, including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect as a manual signature.

Acknowledgment and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein, including any exhibits, policies, schedules, and/or other documents expressly incorporated herein by reference or attached hereto. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

AGREED TO AND ACKNOWLEDGED BY:

Condley and Company, L.L.P.

Certified Public Accountants
Ryan Gibson, CPA, Assurance Partner

Confirmed on behalf of North Texas Behavioral Health Authority:

Name

Date

Title

Additional Communication with the Board of Directors

This communication is intended to communicate certain matters related to the planned scope and timing of our audit of North Texas Behavioral Health Authority's ("NTBHA") financial statements as of and for the year ended August 31, 2026.

Communication

Effective two-way communication between our firm and the Board of Directors is important for understanding audit-related matters and developing a constructive working relationship.

Your insights may assist us in understanding NTBHA and its environment, identifying appropriate sources of audit evidence, and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will communicate any matters you consider relevant to the audit to us in a timely manner. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We will also communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Additionally, we will communicate significant unusual transactions, matters that are difficult or contentious for which we consulted outside the engagement team, and circumstances that affect the form and content of the auditor's report. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing.

Shared Responsibilities for Independence:

Independence is a joint responsibility and is managed most effectively when management, audit committees (or their equivalents), and audit firms work together in considering compliance with the American Institute of Certified Public Accountants (AICPA) and the U.S. Government Accountability Office (GAO) independence rules. For Condley to fulfill its professional responsibility to maintain and monitor independence, management, the Board of Directors, and Condley each play an important role.

Our responsibilities

- AICPA and GAO rules require independence in both the mind and appearance when providing audit and other attestation services. Condley is to ensure that the AICPA and GAO's General Requirements for performing nonattest services are adhered to and included in all letters of engagement.
- Maintain a system of quality management over compliance with independence rules and firm policies.

Your responsibilities

- Timely inform Condley, before the effective date of transactions or other business changes, of the following, if applicable:
 - New affiliates, directors, or officers.
 - Changes in the organizational structure or the reporting entity impacting affiliates such as subsidiaries, partnerships, related entities, investments, joint ventures, component units, and jointly governed organizations.

- Provide necessary affiliate information, such as new or updated structure charts, as well as financial information required to perform materiality calculations needed for making affiliate determinations.
- Understand and conclude on the permissibility, prior to NTBHA and its affiliates, officers, directors, or persons in a decision-making capacity, engaging in business relationships with Condley.
- Not entering into arrangements for nonattest services, resulting in Condley being involved in making management decisions on behalf of NTBHA.
- Not entering into relationships resulting in close family members of Condley covered persons, temporarily or permanently acting as an officer, director, or person in an accounting, financial reporting, or compliance oversight role at NTBHA.

Our Independence Policies and Procedures

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, our partners and professional employees are restricted from owning a direct financial interest or a material indirect financial interest in a client or any of its affiliates. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with firm policy. In addition, our policies prohibit us from providing certain nonattest services and require audit clients to accept certain responsibilities in connection with the provision of permitted nonattest services.

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how NTBHA functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your business. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of your system of internal control. We will use this understanding to identify risks of material misstatement and noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements on the audit and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinion in our report. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing, and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

Significant Risks of Material Misstatement

Our audit of the financial statements includes performing risk assessment procedures to identify risks of material misstatement, whether due to fraud or error. As part of these risk assessment procedures, we determine whether any risks identified are a significant risk. A significant risk is an identified risk of material misstatement for which the assessment of inherent risk is close to the upper end of the spectrum of inherent risk due to the degree to which inherent risk factors affect the combination of the likelihood of a misstatement occurring, and the magnitude of the potential misstatement should that misstatement occur, or that is to be treated as a significant risk in accordance with auditing standards generally accepted in the United States of America. As part of our initial risk assessment procedures, we identified the following risks as significant risks. Additional significant risks may be identified as we perform additional audit procedures.

Risk Name	Risk Description	Planned Response
Management override of controls	Management could override controls set by management.	Auditor will test journal entries and evaluate whether management's judgments and decisions in accounting estimates indicate any bias.
Revenue Recognition	Revenue could be recognized that is not substantiated, and the financial statements could be misstated.	An experienced staff member will test revenue. The transactions will be substantiated and analyzed to verify revenue is properly recorded.
Capital Assets	Listing of assets capitalized is not complete and accurate, possibly overstating expenses with capital additions or depreciation on disposed items.	Auditor will select a sample of additions for testing and will perform a search for uncaptured assets in repair and maintenance accounts.
Deferred Revenue	Revenue could be recorded in the wrong period based on when it is received rather than the period it relates to.	Auditor will perform a search for unrecorded deferred revenue and test existing revenue to determine whether it was recorded in the appropriate period or should be deferred.
Leases and SBITAs	Leases/SBITAs right-of-use assets and liabilities could be incorrectly recorded or not recorded.	Auditor will search for unrecorded leases/SBITAs and test lease activity during the current year.

Our Approach to Internal Control and Compliance Relevant to the Audit

Our audit of the financial statements, including compliance, will include obtaining an understanding of internal control over financial reporting and compliance sufficient to plan the audit and determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control over financial reporting and compliance or to identify significant deficiencies or material weaknesses. Our review and understanding of the NTBHA's internal control over financial reporting and compliance are not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue a report on internal control over financial reporting and compliance, and other matters related to the financial statements. This report describes the scope of testing of internal control over financial reporting and compliance, and the results of our tests of internal control over financial reporting and compliance. Our report on internal control over financial reporting and compliance and other matters will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting and noncompliance, and other matters consistent with the requirements of *Government Auditing Standards*, issued by the Comptroller General of the United States.

We will also issue a report on compliance for each major federal program and on internal control over compliance, consistent with the requirements of the *Single Audit Act* and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR 200 (Uniform Guidance). This report describes the scope of testing of internal control and compliance and the results of our tests of internal control and compliance, consistent with the Single Audit Act and Uniform Guidance. We will include any significant deficiencies and material weaknesses in the system of which we become

aware as a result of obtaining an understanding of internal control and performing tests of internal control over each major program, report any noncompliance that could have a direct and material effect on each major program, and report any known or likely fraud affecting a federal award consistent with the Single Audit Act and Uniform Guidance.

Timing of the Audit

We will schedule the fieldwork dates with management and inform the Board of Directors of those dates. Management's adherence to its closing schedule and timely completion of information used by us in the audit is essential to the audit's timely completion.

Closing

We are pleased to answer any questions you have regarding the foregoing and appreciate the opportunity to serve North Texas Behavioral Health Authority.

This communication is intended solely for the information and use of the Board of Directors and is not intended to be and should not be used by anyone other than the specified party.

Condley and Company, L.L.P.

Certified Public Accountants
Ryan Gibson, CPA, Assurance Partner

ATTACHMENT

Condley and Company, L.L.P
Peer Review Report

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 18, 2024

To the Partners of Condley and Company, LLP
and the National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of Condley and Company, LLP (the "firm") in effect for the year ended May 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; and audit performed under FDICIA

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Condley and Company, LLP in effect for the year ended May 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency (ies) or fail. Condley and Company, LLP has received a peer review rating of pass.

Carr, Riggs & Ingram, L.L.C.

Carr, Riggs, & Ingram, LLC

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 514-2026 Approve FY 2027 NTBHA Utilization Management Plan

DATE: August 12, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 12th day of August 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 approves the FY 2027 NTBHA Utilization Management Plan.

DONE IN OPEN MEETING this 12th day of August 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: August 12, 2026

AGENDA ITEM #23: Resolution 514-2026 Approve FY 2027 NTBHA Utilization Management Plan

Recommendation/Motion: Approve the Utilization Management Plan (FY 2027) of the North Texas Behavioral Health Authority

Background: In order to guide NTBHA's quality management operations and to comply with all clinical best practices, board policies, state, and Federal laws, the CEO of NTBHA established an overall Utilization Management Plan. Utilization Management (UM) is the mechanism through which NTBHA ensures people receive quality, cost-effective services in a timely manner and in the most appropriate treatment setting. The UM Department manages the utilization of clinical resources by monitoring patterns of over- utilization, under-utilization, inefficient provision of services, and any other identified issues that compromise care. The UM Department strives to achieve a balance between the needs and well- being of the persons in need of behavioral health services and the demand for services and availability of resources. UM is a critical component of the Health and Human Services Commission (HHSC) Mental Health (MH) Texas Resilience and Recovery (TRR) system.

NTBHA maintains an infrastructure which supports the implementation and maintenance of key UM processes and functions, and for incorporating UM data and information into management decisions. Key UM processes include the facilitation of access and referral to services, promotion of the most effective use of resources, and the ongoing exchange of clinical information between NTBHA and providers. NTBHA maintains a comprehensive UM Program Plan, provides an adequate number of qualified UM staff to implement it, and supports the activities of a UM Committee.

Evaluation: N/A

Financial Information: N/A



Implementation Schedule: Upon approval by NTBHA board

Aligns with NTBHA Strategic Vision #1: NTBHA will maintain a competent and committed workforce, NTBHA Strategic Vision #2: NTBHA will facilitate access to behavioral health services, and NTBHA Strategic Vision #3: NTBHA will manage core operations efficiently and effectively.

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

Attachments: *NTBHA Utilization Management Plan FY 2027*

Presented By: Carol Lucky, Chief Executive Officer

Utilization Management Plan FY 2027 – 2029

North Texas Behavioral Health Authority

Effective: 09-01-2026

Utilization Management Plan

Overview

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

Utilization Management (UM) ensures that NTBHA provides timely, quality, and cost-effective services in the most appropriate treatment settings. The UM department manages the utilization of all clinical resources by monitoring patterns of overutilization, underutilization, and inefficient provision of services, as well as any other identified issues that compromise care. The UM department aims to balance the needs and well-being of individuals requiring behavioral health services with the demand for those services and the resources available. UM is a critical component of the Health and Human Services Commission (HHSC) Mental Health (MH) Texas Resilience and Recovery (TRR) system.

Utilization Management Program Structure

Utilization Management Department

- Chief Quality and Clinical Compliance Officer
- Director of Utilization Management
- Integrated Quality and Utilization Management Team Lead
- Chief Medical Officer (UM Physician)
- Integrated Quality and Utilization Manager
- 2 Utilization Management Administrators
- 6 Utilization Managers

Governance and Leadership

The NTBHA Board of Directors approves the Utilization Management Plan every two years, or more frequently if substantial changes are made. The Board delegates authority to the UM Committee to monitor utilization of both clinical and fiscal resources, enhance the UM process to continually improve its effectiveness and efficiency to ensure the availability of

quality services. The UM Department is responsible for the day-to-day operations and implementation of the UM plan.

UM Committee

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

- Director of Utilization Management
- Integrated Quality and Utilization Manager
- Chief Quality and Clinical Compliance Officer
- Integrated Quality and Utilization Team Lead
- Chief Medical Officer/UM Physician
- Chief Operations Officer
- Representative, Provider Relations
- Representative, Finance

Participation by others is indicated depending on the nature of issues under consideration. Examples include NTBHA clinical, contract management, or information systems staff.

All members of the committee receive appropriate training to fulfill their committee responsibilities. Each member is provided with a copy of the board-approved UM Plan, the current HHSC TRR UM Guidelines, and a standing member of the committee will ensure that each new committee member understands the role of the UM Committee, the types of cases, data, and information reviewed by the committee, and provide clarification on NTBHA's UM Program and processes.

UM Functions

UM is a dynamic process that provides timely, accurate, and relevant information to facilitate fact-based decision making by NTBHA and results in positive outcomes for individuals receiving services and improved provider practice. NTBHA UM responsibilities include:

- Developing, implementing, and improving the UM Program so that it meets the needs of the people receiving services, the community, NTBHA, and HHSC
- Conducting prospective, concurrent and retrospective reviews to authorize behavioral health services using the HHSC UM Guidelines and ensuring people are receiving and benefiting from the services they need
- Applying objective criteria when making adverse determinations and ensuring that notifications of adverse determinations are provided to the individual and/or their provider, including information on how to file an appeal or fair hearing.

- Providing operational support of behavioral health access, placement coordination, and inpatient capacity management in collaboration with internal departments and network providers through Bed Access Coordination (BAC).
- Managing appeals in a timely manner according to established procedures
- Implementing utilization care management for individuals with special circumstances and needs to ensure access to needed services
- Collaborating with other NTBHA departments to utilize UM data effectively, and working with providers to develop targeted interventions aimed at enhancing provider practices
- Coordinating and supporting the activities of the UM Committee, and
- Participating at the state level with HHSC in the future development and evolution of the HHSC UM Guidelines.

UM Activities

Authorization of Services

The UM department is responsible for authorizing care for individuals who request or need services within the NTBHA service area based on objective and valid criteria and standards approved by HHSC. Through consistent application of the UM Guidelines and processes, NTBHA ensures appropriate access to care delivered without delay, through a timely authorization system for all levels of care.

Authorization is required before delivering services, except for crisis services, which must be authorized within two business days after delivery. Routine authorization requests should be submitted on the same day as the face-to-face uniform assessment (UA). NTBHA will authorize outpatient mental health services upon receipt, no later than three business days before service delivery.

For substance use disorder (SUD) services, authorization requests must be submitted within three business days of the service start date. If requests are submitted later than three business days after completion, they must include a written justification for the delay. These requests will be reviewed by the Utilization Management (UM) department and authorized accordingly.

Funding Limitation Determinations

Funding limitation determinations occur when requested services exceed available funding resources or fall outside of the allowable scope of funding streams available to NTBHA. Funding-related determinations are made in accordance with applicable state regulations,

payer requirements, grant restrictions, and organizational funding parameters while maintaining compliance with client rights and access to care standards. When funding limitations impact service authorization, NTBHA will make reasonable efforts to identify alternative resources, lower levels of care, community supports, or other clinically appropriate options to support continuity of care and minimize disruption of services.

Adverse Determinations

An adverse determination occurs when the Utilization Management department determines that a requested service, level of care, continued stay, or authorization does not meet established medical necessity criteria, administrative requirements, contractual requirements, or applicable state and federal regulations. All adverse determinations are made in a fair, timely, objective, and clinically appropriate manner consistent with applicable requirements. Adverse determinations may result from clinical or administrative considerations.

Administrative Adverse Determinations

Administrative adverse determinations occur when authorization cannot be approved because of a failure to meet administrative, procedural, contractual, or regulatory requirements. Administrative determinations do not replace or override clinical judgment regarding medical necessity. NTBHA UM will provide clear communication regarding administrative deficiencies and, when appropriate, offer the provider the opportunity to submit additional information for reconsideration.

Clinical Adverse Determinations

Clinical adverse determinations are based on the review of medical necessity, appropriateness of care, level of care criteria, service effectiveness, safety concerns, or failure to meet established clinical guidelines. UM Managers send all clinical adverse determination recommendations to the UM Physician, who will make the final decision based on available data.

Adverse Determination Appeals

NTBHA ensures individuals have access to an objective appeals process when services are denied, reduced, or terminated. Individuals funded by Medicaid are also afforded access to the Medicaid Fair Hearing Process. NTBHA ensures all providers and individuals are provided with information about their right to appeal and the process to do so.

Utilization Review (UR)

Evaluating the adequacy, appropriateness, and quality of services provided to individuals receiving services is a component of all UM review processes. Although specified services are routinely reviewed, all NTBHA Behavioral Health services are subject to review, when indicated, without regard to payment source. Utilization Reviews are conducted for the following:

1. Level of Care (LOC) Authorization Consistency
URs provide oversight of initial and subsequent LOC assignments to ensure consistent application of HHSC's UM Guidelines
2. Identifying Outliers
Retrospective and concurrent reviews of data are used to identify outliers, followed by a review of individual cases to determine the need for change in LOC assignment or service intensity. This review may result in a referral for peer review or other oversight activities.
3. Ensure Clinically Effective and Efficient Length of Stays
Prospective and concurrent reviews of inpatient admissions and discharge plans to ensure timely and appropriate treatment following an inpatient stay.
4. Administrative Review
Review of clinical and administrative documentation for timeliness and adequacy of UM processes to include reimbursement, corporate and contract compliance, and data verification.

UM Reporting and Data Submission

NTBHA UM is responsible for collecting, analyzing, and documenting utilization information. In addition to submitting utilization data to HHSC as required by the Performance Contract Notebook, this information illustrates various aspects of service utilization and supports both clinical and management decisions.

Intra-Agency Interface

The NTBHA Utilization Management (UM) Department focuses on reviewing and improving resource utilization by addressing inefficiencies. Its functions often overlap with other departments, including Quality Management, Provider Relations, and Finance. Effective collaboration between these departments is essential for managing resources, identifying service delivery gaps, and addressing both over-utilization and under-utilization. This collaboration involves data sharing, joint committee participation, and cooperative planning and projects.

NTBHA UM Program Evaluation and Improvement

UM Performance Measures

As with any NTBHA function, the UM program is evaluated regularly (e.g., annually) to determine its effectiveness in facilitating access, managing care, improving outcomes, and providing useful data for resource allocation, quality improvement, and other management decisions. Indicators that may be used to measure how well specified UM processes are accomplished include the following:

Performance Measure	Goal
Number of routine authorization requests completed within two business days of receipt of a complete request	> 90%
Number of urgent authorization requests completed within one business day of receipt of a complete request	> 95%
Number of inpatient admissions reviewed every four days for the first two weeks	> 90%
Number of inpatient admissions with a Length of Stay (LOS) of over two weeks reviewed weekly after the 2 nd week	> 90%
Number of Individual and Provider appeals resolved within 45 days	> 90%
Number of UM complaints per 1,000 individuals	< 15
Percent of appeal decisions overturned	< 15%

Inter-rater Reliability

To ensure fair, objective, and reproducible determinations, regardless of which staff member is reviewing the case, periodic inter-rater reliability activities are conducted. NTBHA UM monitors inter-rater reliability among staff and physician reviews, as applicable, promoting consistency, accuracy, timeliness, and adherence to established UM standards and regulatory requirements. Findings related to inter-rater reliability are reviewed by UM leadership and shared with applicable committees. Results falling below established benchmarks may result in additional review, education, monitoring, corrective action, or other performance improvement activities.

Self-Assessment

Additionally, NTBHA conducts an annual Self-Assessment using the UM Program Self-Assessment Tool provided by HHSC to evaluate the effectiveness, consistency, and regulatory compliance of UM Activities. This assessment allows for identification of opportunities for improvement, ensuring alignment with organizational objectives, and validates that UM processes are implemented as written.