NTBHA
North Texas Behavioral Health Authority

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

BOARD OF DIRECTORS MEETING

September 9, 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, September 9, 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/89969451990?pwd=GjDBNPAfaG5SQT8c4T50fNooUW70XG.1

Passcode: 556331

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

A G E N D A

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

***denotes item which requires a vote**

Item #	Agenda Item		Attachment
1.	Call to Order and Declaration of Quorum	Commissioner Dr. Elba Garcia, Chair	
2.	*Resolution 515-2026 Elect NTBHA Board of Directors Officers for FY2027	Commissioner Dr. Elba Garcia, Chair	
3.	Secretary's Report **Present Minutes for approval: August 2026*	Judge Cody Beauchamp, Secretary	X
4.	Finance Committee Report **Financial Reports for approval: July 2026*	Ryan Brown, Treasurer	X
5.	Public Commentary - *Limited to 2 minutes – only those who are registered*		
	Consent Agenda Items		
6.	Provider Meeting Update	Matt Roberts	X
7.	*PLAG* - Psychiatrists Leadership & Advocacy Group Update	John Bennett, M.D.	X
8.	Legislative Update	Janie Metzinger	X
	Agenda Item		
9.	*PNAC* - Planning & Network Advisory Committee Update	Walter Taylor, PhD	X
10.	**Presentation:** *Homeward Bound Celebrates Recovery Month! 45 Years-Still Standing.*	Doug Denton, Executive Director, Homeward Bound, Inc.	

11.	Chief Executive Officer's Overview and Analysis	Carol Lucky	X
12.	*Resolution 516-2026 Approve NTBHA FY2027 Budget	Carol Lucky/Elizabeth Goodwin	X
13.	*Resolution 517-2026 Ratify HHSC – *(LBHA)* Local Behavioral Health Authority Contract *(SUD Authority)* Amendment No.1 (HHS001650300001) for FY2026 – FY2030	Carol Lucky	X
14.	*Resolution 518-2026 Ratify HHSC – *(CCMS)* Comprehensive Case Management Services Contract Amendment No.1 (HHS001650300003) for FY2026 – FY2030	Carol Lucky	X
15.	*Resolution 519-2026 Ratify BeWellTx – *(OBT)* Office Based Treatment Services Contract for FY2027 – FY2029	Carol Lucky	X
16.	*Resolution 520-2026 Ratify BeWellTx – *(MOUD)* Medications for Opioid Use Disorder Contract FY2027 – FY2029	Carol Lucky	X
17.	Executive Session ***The Board may go into Executive Session pursuant to Chapter 551, Subchapter D, Texas Govt. Codes as shown below:***		
18.	Discussion and possible vote in open session on matters considered in Executive Session	Commissioner Dr. Elba Garcia, Chair	
19.	Next Regular Board of Directors Meeting: October 14, 2026	Commissioner Dr. Elba Garcia, Chair	
20.	Adjourn	Commissioner Dr. Elba Garcia, Chair	

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

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

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

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

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

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

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

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

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: **515-2026 Elect NTBHA Board of Directors Officers for FY 2027**

DATE: **September 9, 2026**

STATE OF TEXAS **}**

COUNTY OF DALLAS **}**

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 9th day of September 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 elects the following board members for the following offices for FY 2027: 1. Chair:_____, 2. Vice-Chair:_____, 3. Treasurer:_____ , and 4. Secretary:_____ .

DONE IN OPEN MEETING this 9th day of September 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

NTBHA
North Texas Behavioral Health Authority

BOARD OF DIRECTORS MEETING

Summary

DATE: September 9, 2026

AGENDA ITEM: 515-2026 Elect NTBHA Board of Directors Officers for FY 2027

Recommendation/Motion: Elect NTBHA Board of Directors Officers for FY 2027: 1. Chair: _____ 2. Vice-Chair: _____, 3. Treasurer: _____, and 4. Secretary: _____.

Background:

According to the NTBHA By-Laws, Article III Officers, section 3.1: "Elections for the offices of Chairperson ("Chair"), Vice-Chairperson ("Vice-Chair"), Treasurer, Secretary, and such other officers as may be designated and approved by the Board shall be held at a regular scheduled meeting in September of each year."

Evaluation: NA

Financial Information: NA

Implementation Schedule: Upon approval by the NTBHA board.

Attachments: N/A

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

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

Presented By: Carol Lucky, Chief Executive Officer

North Texas Behavioral Health Authority
Minutes of the Board of Directors Videoconference Meeting
Presiding Officer and NTBHA CEO were present at 8111 LBJ Fwy, Dallas, TX 75251
August 12, 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, Chair **Dallas County**	X	A	N	X	X	X		N	X				N
Janis Burdett, Vice-Chair **Ellis County**	X	A	N	X	X	X		N	A				N
Ryan Brown, Treasurer **Dallas County**	X	X	N	X	X	X		N	X				N
Judge Cody Beauchamp, Secretary **Navarro County**	X	X	N	X	X	X		N	X				N
Judge Mary Bardin, **Kaufman County**	X	X	N	A	X	X		N	X				N
Judge Lela Lawrence Mays **Dallas County**	X	X	N	X	A	X		N	A				N
Maricela Canava **Dallas County**	X	X	N	X	X	X		N	X				N
Major Todd Calkins **Rockwall County**	X	X	N	A	X	A		N	R				N
Deputy Michael Allen **Rockwall County**	A	A	N	A	A	A		N	A				N
Captain Charlie York **Navarro County**	A	X	N	A	X	X		N	A				N
Sergeant Brad Elliott **Ellis County**	X	A	N	A	A	A		N	A				N
Nikki Haynes **Hunt County**	X	X	N	A	X	A		N	X				N

Attendance Legend:
X = Attended monthly BOD meeting
L = Late arrival; missed votes to approve minutes and/or financial report
- = Position not appointed
E = Absent Excused
A = Absent
R = Resigned
N = No meeting held

Item #1
Call to Order, Declaration of Quorum, and First Order of Business
Commissioner Dr. Elba Garcia, Chair, presided.

- Quorum Announced. Commissioner Dr. Elba Garcia, Chair brought the meeting to order and declared a quorum at 12:04 PM. This meeting was conducted via Zoom with limited board members and staff physically onsite. Approximately 49 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 June 10, 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 May and June 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 Maricela Canava. 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. Judge Cody Beauchamp moved for approval of the **Consent Agenda**, seconded by Maricela Canava. The motion carried.

Item #8
PNAC – Planning & Network Advisory Committee Update
Dr. Walter Taylor, CSO, reported that the PNAC met on August 4th, 2026. Standing agenda items included quality evaluation, trauma-informed care, and maternal mental health. PNAC also began reviewing the Consolidated Local Services Plan and Local Provider Network Plan, which are due to the State by December 31. Draft consumer, family/caregiver, provider, and stakeholder surveys were presented for feedback. PNAC members recommended adding questions addressing transportation barriers, family inclusion in treatment planning, and awareness of service eligibility. Matt Roberts, Chief Operations Officer, also reviewed the process for developing the Local Provider Network Plan, with additional PNAC feedback to be incorporated throughout the remainder of the year.

Item #9
Presentation:
Critical Time Intervention: From Grant-Funded Pilot to Permanent Program Shannon Vogel, Chief Impact Officer, provided an update on the Critical Time Intervention Program, highlighting its development from two federally funded pilot programs through SAMHSA and the Department of Justice to a permanent program funded directly by NTBHA. CTI serves adults with severe mental illness, substance use disorders, or co-occurring disorders, with a focus on individuals experiencing critical transitions such as release from

incarceration, discharge from hospitalization, or transitioning from homelessness to housing. The evidence-based, time-limited model emphasizes building trust, establishing individualized goals, and connecting individuals to community-based supports and services.

The presentation highlighted positive program outcomes. The SAMHSA-funded Mental Health Team served 625 individuals to date, with participants reporting significant improvements in daily functioning, remaining in the community, and employment or education; 97.4% reported a positive perception of their care. The DOJ/BJA-funded Substance Use Team served 136 individuals, with a 74.3% engagement rate; 77% of clients with repeat assessments demonstrated overall improvement in quality of life, and 68% avoided both a state-funded hospitalization and jail booking within 90 days of discharge.

Mrs. Vogel noted that the CTI Program will continue as a single, unified program funded directly by NTBHA, allowing for aligned eligibility criteria, referral pathways, outcome measurement, and greater flexibility to expand outreach beyond Dallas County to individuals with the greatest needs throughout NTBHA's catchment area.

Item #10

Chief Executive Officer's Overview and Analysis

CEO Carol Lucky provided an operational and organizational update. She noted the retirement and departure from the Board of Major Calkins and advised that NTBHA will work with Rockwall County regarding his replacement. Ms. Lucky reported that several state and federal contracts remain pending, which has delayed finalization of the FY2027 budget, with additional information expected in the coming weeks.

Ms. Lucky provided an update on the opening and operation of the Dallas State Hospital, noting that NTBHA has established space at the facility and is working with its new leadership to develop collaborative programs. The hospital is initially focused primarily on forensic services, with plans to expand to civil patients as operations progress. NTBHA will continue to coordinate discharge planning and placement of individuals returning to its service area.

Ms. Lucky also addressed Metrocare, noting that Dallas County and Parkland are providing support as the organization works through financial and operational challenges. She reaffirmed NTBHA's continued support and funding of Metrocare as a major provider within the behavioral health system.

Regarding Kaufman County, Ms. Lucky reported that the county has decided to transition its Local Mental Health Authority designation to Lakes Regional. NTBHA is working with Lakes Regional and HHSC to facilitate an orderly transition and continuity of services. She noted that NTBHA does not anticipate a significant financial impact to the overall system but is focused on ensuring continuity of care for individuals currently receiving services. NTBHA will continue funding substance use services in Kaufman County during the transition, while the continuation of certain mental health services will depend on Lakes Regional's future contracting decisions.

Ms. Lucky further reported that Terrell State Hospital recognized NTBHA staff with its Community Hero Award for their contributions to reducing the census and improving safety on the hospital's children's unit through diversion efforts. She expressed appreciation for the staff's work and noted NTBHA's continued commitment to expanding successful programs while providing services to individuals in its other counties who receive care at Terrell State Hospital.

Item #11

***Resolution 502-2026 Approve Nominating Committee for NTBHA Board Officers for FY2027**

The Board considered Resolution 502-2026 to approve the Nominating Committee for the NTBHA Board Officers for FY2027. Judge Cody Beauchamp and Mrs. Maricela Canava volunteered to serve on the

committee, and Judge Mays was designated as the third member. The Nominating Committee will develop and present a slate of officers for FY2027 at the next Board meeting.

The motion carried.

Item #12

***Resolution 503-2026 Ratify HHSC Healthy Community Collaborative (HCC) Contract (HHS001612500008) for FY 2027 – FY 2031**

The Board ratified the CEO's signature on the HHSC Health Community Collaborative contract for FY2027–FY2031. CEO Carol Lucky explained that the five-year, $2,178,850 contract provides continued services in Hunt and Navarro Counties to support housing for individuals experiencing homelessness.

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

Item #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)**

The Board ratified the CEO's signature on the HHSC Children's Crisis Respite Grant Program Contract (CCR) Amendment No. 2, for FY 2024 – FY 2028. CEO Carol Lucky explained that the amendment extends the contract to continue the Children's Crisis Respite Program. The program is in Ellis County and is pending final county and state walkthroughs prior to opening.

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

Item #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**

The Board ratified the CEO's signature on the HHSC Contract for Local Mental Health Authority Performance Agreement Grant Program (LMHA) FY 2026—FY 2027.

CEO Carol Lucky explained that Resolution 505-2026 is a continuation of the previous year's Local Mental Health Authority (LMHA) Performance Agreement, commonly referred to as the Performance Contract Notebook (PCN). The biennial agreement totals approximately $160 million, including matching funds. The primary change is that $59,000 in funding previously paid through the State is now being paid directly to NTBHA by the Veterans Administration under a separate contract. The overall funding continues at approximately $11 million.

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

Item #15

***Resolution 506-2026 Ratify HHSC Transition Support Specialist (TSS) Grant Program Amendment No. 1 (HHS001546000007)**

The Board ratified the CEO's signature on the HHSC Transition Support Specialist (TSS) Grant Program Amendment No. 1.

CEO Carol Lucky explained that the amendment continues the previously awarded grant through FY2029, totaling $947,000. The program provides a liaison to assist individuals and children in contracted psychiatric beds with transitioning from the hospital back into their homes.

- Vote. Maricela Canava moved for approval, seconded by Ryan Brown. The motion carried.

Item #16

***Resolution 507-2026 Ratify HHSC Contract for Treatment Services Grant Program (TSG) for FY 2026 (HHSC Contract No. HHS001650300002)**

The Board ratified the CEO's signature on the HHSC Contract for Treatment Services Grant Program (TSG) for FY 2026.

CEO Carol Lucky explained that the contract formalizes $1 million in funding made available through LifePath, NTBHA's Local Behavioral Health Authority (LBHA) counterpart, for substance use treatment services for individuals in Collin County. The funding resulted from an over-allocation to LifePath that was returned to the State for use in providing services in Collin County. Ms. Lucky expressed appreciation to LifePath for its partnership in facilitating the funding. The funding includes a 5% match, with a portion of the match provided through in-kind contributions.

- Vote. Maricela Canava moved for approval, seconded by Ryan Brown. The motion carried.

Item #17

***Resolution 508-2026 Ratify HHSC Contract for Outreach, Screening, Assessment, & Referral (OSAR) Grant Program for Amendment No. 1 for FY 2026—FY 2028 (HHSC Contract No. HHS001644600009)**

The Board ratified the CEO's signature on the HHSC Contract for Outreach, Screening, Assessment, & Referral (OSAR) Grant Program for Amendment No. for FY 2026—FY 2028.

CEO Carol Lucky explained that OSAR serves as the entry point to the substance use service system by providing outreach, screening, assessment, and referrals. The program also helps manage waitlists and facilitate timely access to the appropriate level of care, particularly for individuals with the greatest needs.

- Vote. Maricela Canava moved for approval, seconded by Ryan Brown. The motion carried.

Item #18

***Resolution 509-2026 Ratify HHSC Youth Empowerment Services (YES) Waiver Wrap-Around Services Contract ("HHS001291000039")**

The Board ratified the CEO's signature on the HHSC Youth Empowerment Services (YES) Waiver Wrap-Around Services Contract.

CEO Carol Lucky explained that the YES (Youth Empowerment Services) program provides intensive, comprehensive services to children under 18 with serious emotional disturbance who meet specific eligibility requirements. NTBHA provides oversight of the program, while Child and Family Guidance Center manages and provides the services. Ms. Lucky noted that most services are funded through Medicaid.

- Vote. Ryan Brown moved for approval, seconded by Nikki Haynes. The motion carried.

Item #19

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

The Board approved Resolution 512-2026, authorizing the Chief Executive Officer to execute the HHSC Community Health Worker (CHW) Program Amendment No. 1 for FY 2026 – FY 2028

CEO Carol Lucky explained that the continuation grant supports Community Health Workers who conduct outreach in the community, including unscheduled outreach, to connect individuals—primarily those experiencing homelessness—with available services and assist them in accessing care. The total amount of the contract is not to exceed $2,192,400.

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

Item #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)**

The Board ratified the CEO's signature on the Be Well Texas Medications for Opioid Use Disorder Treatment Grant Amendment No. 1 for FY 2026.

CEO Carol Lucky explained that the amendment provides an additional $460,000 for the opioid treatment program and extends the contract through FY2026. The total contract amount is approximately $9 million.

- Vote. Nikki Haynes moved for approval, seconded by Judge Cody Beauchamp. The motion carried.

Item #21

***Resolution 512-2026 Approve RFP Awardee (The Wood Group) for Children's Crisis Respite & State Hospital Step Down Services**

The Board approved Resolution 512-2026, authorizing the award RFP to The Wood Group for operation of the Children's Crisis Respite and State Hospital Step Down programs.

CEO Carol Lucky explained that both programs are grant-funded and operate 24 hours a day, seven days a week. The Wood Group was selected through the RFP process after receiving the higher evaluation score of the two proposals received. The requested amount is approximately $1.382 million, with the final contract amount and payment structure to be negotiated. NTBHA will provide a portion of the services, while The Wood Group will provide the 24/7 operational component. The resolution authorizes the CEO to negotiate and execute the contract with The Wood Group to facilitate opening of the programs.

- Vote. Judge Cody Beauchamp moved for approval, seconded by Maricela Canava. The motion carried.

Item #22

***Resolution 513-2026 Approve External Audit Engagement with Condley and Company, LLP Certified Public Accountants and Business Advisors for FY 2026**

The Board approved Resolution 513-2026, NTBHA's engagement with Condley and Company, LLP Certified Public Accountants and Business Advisors for the FY 2026 External Audit.

CEO Carol Lucky explained that this will be the second year of the engagement and that the proposed fee represents an approximately 6% increase over the prior year. The base audit fee is $105,000, plus $5,500 for each major program selected as part of the compliance audit, with additional out-of-pocket expenses as applicable. Ms. Lucky and Elizabeth Goodwin noted that the firm performed well during the prior year and recommended continuing the engagement. Audit fieldwork is scheduled for September and November, with the completed audit anticipated for presentation to the Board in January.

- Vote. Ryan Brown moved for approval, seconded by Maricela Canava. The motion carried.

Item #23

***Resolution 514-2026 Approve FY 2027 NTBHA Utilization Management Plan**

The Board approved Resolution 514-2026, approving the FY2027 NTBHA Utilization Management Plan.
CEO Carol Lucky explained that the plan is an annual requirement that establishes the process for authorizing services throughout the provider network and ensuring compliance with Texas Resiliency and Recovery Guidelines, including hospitalization authorizations. Anthony Garcia noted that the primary updates to the plan align with NTBHA's current organizational structure, functions, specific processes, and departmental roles and responsibilities. No significant changes were made from the previous plan.

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

Item #24

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 convened in Executive Session pursuant to Texas Government Code § 551.071 at 1:27 PM and reconvened in Open Session at 1:37 PM**

Item #25

Open Session - Executive Session Matters:

- None.

Item #26

Next NTBHA Board Meeting

- The next NTBHA Board meeting is scheduled for **September 9, 2026, at 12:00 Noon.**

Item #27

Adjournment

- Janis Burdett moved to adjourn the meeting, seconded by Judge Cody Beauchamp.
- The motion carried and the NTBHA Board of Directors Meeting was adjourned at 1:37 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 Education – 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	10th 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 - JUL26

	MH/SUD Authority	MH	SUD	Housing	Other	MTD Total
Revenue						
Federal Revenue	41,126	686,321	751,370	0	(155,432)	1,323,386
State Revenue	194,426	6,909,719	103,520	28,728	0	7,236,393
Local Revenue	248,441	122,966	861,085	0	395,261	1,627,752
Match Revenue	0	54,863	0	0	0	54,863
IN KIND Revenue	0	1,513,747	0	0	0	1,513,747
Interest Income	0	0	0	0	23,095	23,095
Third Party Revenue	0	180,087	0	0	0	180,087
Total Revenue	483,993	9,467,703	1,715,975	28,728	262,925	11,959,324
Operating Expenses						
Provider Payments	(12,397)	6,018,102	1,516,895	0	(112,644)	7,409,955
In-Kind Provider Payments	0	1,513,747	0	0	0	1,513,747
Personnel Expenses	(331,593)	992,914	86,708	6,467	805,909	1,560,405
Personnel Fringe Benefits	(68,179)	327,484	36,003	2,103	108,064	405,476
Travel Expense	(14,359)	23,141	2,362	0	7,948	19,091
Supplies Expense	(2,394)	21,637	906	0	219,916	240,065
Contractual Expense	63,801	220,734	602	0	81,957	367,095
Other Expense	9,101	261,965	33,303	25,312	134,624	464,306
Depreciation Expense	0	0	0	0	6,592	6,592
Total Expenses	(356,020)	9,379,724	1,676,779	33,883	1,252,365	11,986,731
Admin Allocation						
Admin Allocation	840,013	309,950	39,196	4,651	(1,193,811)	0
Total Admin Allocation	840,013	309,950	39,196	4,651	(1,193,811)	0
Total	0	(221,971)	0	(9,806)	204,371	(27,407)
NET SURPLUS/(DEFICIT)	**0**	**(221,971)**	**0**	**(9,806)**	**204,371**	**(27,407)**

North Texas Behavioral Health Authority
Statement of Revenue, Expenses and Changes in Net Position
FY 2026 ALL COMBINED CONTRACTS YTD - JUL26

	MH/SUD Authority	MH	SUD	Housing	Other	YTD Total
Revenue						
Federal Revenue	498,212	14,208,447	12,566,417	214,113	264,523	27,751,711
State Revenue	12,321,349	72,903,029	885,840	347,592	0	86,457,809
Local Revenue	2,884,409	1,162,881	7,650,397	0	395,261	12,092,949
Match Revenue	0	717,091	0	0	0	717,091
IN KIND Revenue	0	14,511,709	302,470	0	0	14,814,179
Other Revenue	0	136,362	0	0	1,751	138,113
Interest Income	0	0	0	0	273,485	273,485
Third Party Revenue	0	1,871,011	0	0	0	1,871,011
Total Revenue	15,703,970	105,510,529	21,405,124	561,705	935,020	144,116,347
Operating Expenses						
Provider Payments	(1,236)	76,208,286	19,141,519	214,113	189,460	95,752,142
In-Kind Provider Payments	0	14,511,709	302,470	0	0	14,814,179
Personnel Expenses	3,997,219	4,971,062	1,063,326	71,176	6,597,678	16,700,460
Personnel Fringe Benefits	1,224,160	1,579,561	366,377	19,761	1,489,981	4,679,840
Travel Expense	42,970	90,509	13,092	592	77,008	224,169
Supplies Expense	48,340	83,123	16,689	1,503	2,118,219	2,267,874
Contractual Expense	777,897	2,514,102	3,606	0	1,408,956	4,704,561
Other Expense	177,246	1,991,564	190,667	356,467	2,205,057	4,921,002
Depreciation Expense	0	0	0	0	446,333	446,333
Total Expenses	6,266,596	101,949,915	21,097,746	663,612	14,532,691	144,510,561
Admin Allocation						
Admin Allocation	9,435,255	3,776,340	307,378	78,700	(13,597,672)	0
Total Admin Allocation	9,435,255	3,776,340	307,378	78,700	(13,597,672)	0
Total	2,119	(215,726)	(1)	(180,607)	0	(394,214)
NET SURPLUS/(DEFICIT)	**2,119**	**(215,726)**	**(1)**	**(180,607)**	**0**	**(394,214)**

FY2026 BOD Budget Variance Report
July, 2026

	Month to Date			Year to Date		
	Actual	**Budget**	**Variance**	**Actuals**	**Budget**	**Variance**
Revenue						
Federal Revenue	$1,323,386	$3,074,421	($1,751,035)	$27,751,711	$33,818,632	($6,066,921)
State Revenue	$7,236,393	$8,882,458	($1,646,065)	$86,457,809	$97,707,039	($11,249,230)
Local Revenue	$1,627,752	$1,437,340	$190,413	$12,092,949	$15,810,738	($3,717,789)
Match Revenue	$54,863	$906,450	($851,587)	$717,091	$9,970,955	($9,253,864)
IN KIND Revenue	$1,513,747	$0	$1,513,747	$14,814,179	$0	$14,814,179
Other Revenue	$0	$3,333	($3,333)	$138,113	$36,667	$101,446
Interest Income	$23,095	$46,667	($23,571)	$273,485	$513,333	($239,849)
Third Party Revenue	$180,087	$0	$180,087	$1,871,011	$0	$1,871,011
Total Revenue	$11,959,324	$14,350,669	($2,391,346)	$144,116,347	$157,857,364	($13,741,016)
Operating Expenses						
Provider Payments	$7,409,955	$8,513,631	($1,103,676)	$95,752,142	$93,649,941	$2,102,201
In-Kind Provider Payments	$1,513,747	$0	$1,513,747	$14,814,179	$0	$14,814,179
Personnel Expenses	$1,560,405	$1,870,660	($310,255)	$16,700,460	$20,577,264	($3,876,804)
Personnel Fringe Benefits	$405,476	$427,021	($21,546)	$4,679,840	$4,697,234	($17,394)
Travel Expense	$19,091	$32,075	($12,984)	$224,169	$352,822	($128,653)
Supplies Expense	$240,065	$207,253	$32,812	$2,267,874	$2,279,778	($11,904)
Contractual Expense	$367,095	$2,733,931	($2,366,836)	$4,704,561	$30,073,238	($25,368,677)
Other Expense	$464,306	$526,932	($62,626)	$4,921,002	$5,796,253	($875,251)
Depreciation Expense	$6,592	$39,167	($32,575)	$446,333	$430,833	$15,500
Total Expenses	$11,986,731	$14,350,669	($2,363,939)	$144,510,561	$157,857,364	($13,346,802)
Net Surplus (Deficit)	(27,407)	-	(27,407)	(394,214)	-	(394,214)

NTBHA Provider Network Meeting
August 28, 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 ○ **Deliverables:** ▪ **Cybersecurity Training Form 3834** (Sept 10th) This form acknowledges that your organization attest that ALL staff that have access to Texas HHS system have completed and will continue to complete no less than once annually, a cybersecurity training program certified by the Department of Information Resources under section 2054.519, Texas Government Code. • https://learningportal.hhs.texas.gov/ ○ FY27 trainings will not be available until 9/1/26. ○ FY26 training will still be available if you did not complete in FY26 (9/1/25 – 8/31/26). ▪ **NTBHA Form K** (MH Providers Only) (Sept 10th) ▪ **NTBHA CMBHS** Security Attestation Form (SUD Providers Only) (Sept 10th) ▪ **NTBHA Form J:** CANS/ANSA Superuser (Sept 10th) ○ CMBHS Client Profiles: ▪ Zip Code 77000 is invalid ▪ Homeless/Unsheltered ≠ Primary Address ○ 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 ○ **3rd Party Billing:** Providers must appropriately identify and pursue available third-party payment resources before utilizing HHSC state funding, when applicable. ▪ CMBHS Documentation to Describe Circumstances • HHSC requested that providers enter an Administrative Note – Title: "Billing". The note should identify: ○ That the client has Medicaid or 3rd Party Payor; ○ The applicable Medicaid plan/program; and ○ That the Medicaid coverage does not cover the treatment service being provided. ▪ Treatment Providers (TRA/TRF/TRY) if you would like more details and did not attend the HHSC Region 3 Conference call more information can be provided. Send request to amott@ntbha.org if needed. ○ MOUD Providers ▪ SARs: 9/1/25 if individuals are still in service their 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
- Denied Claim clean up – Claims should be addressed ASAP when you receive the denied claim reports.
- MOUD/OBOT Claims – claims not submitted in a timely manner 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
- Additional CANS and ANSA information.
  - Training may be found at this site https://praedfoundation.org/resources/tcom-training/ . The Texas, Other Bundle provides training in the needed CANS 3-6 1.0, CANS 6-17 1.0 or ANSA 2.1 assessments. NOTE: CANS 2.0 or 3.0 are not accepted for this purpose.
- Additional Nurturing Parent Training Information.
  - The correct training program is The Facilitator Training Workshop which is a 3 day live training program which can be found at these sites https://www.nurturingparenting.com/training-workshop.html or https://centralizedtraining.com/calendar.html (Nurturing Program Facilitator Training) .
- 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

➢ IAMOnline or CMBHS issues:
- IAMOnline Issues - Help Desk at 512-438-4720 or 855-435-7181 (toll-free), 7:00 A.M. and 7:00 P.M. Central Time (CT), Monday–Friday.
- CMBHS Issues – MH locations contact Alvin Mott at amott@ntbha.org; SUD providers contact your Security Administrator for your organization.

➢ 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/
"Have You Heard?"	Zero Suicide & MHFA	➢ Suicide Prevention Month & 988 day
Presentation	QM/UM Team	➢ "Summary of Recent Quality Findings"
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.
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: September 26, 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

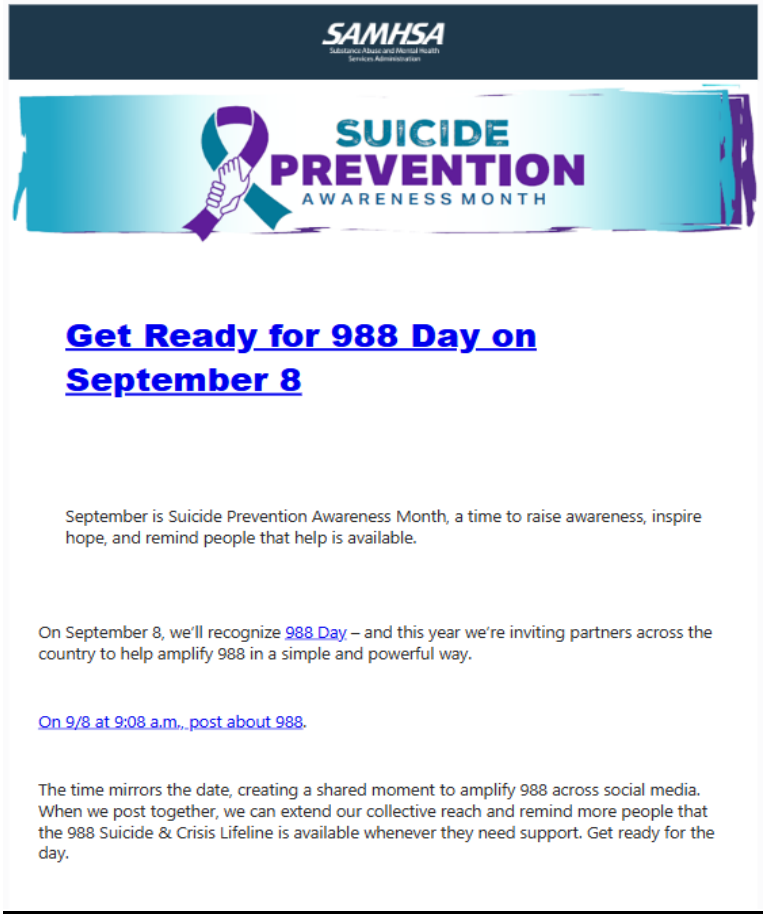
If interested in a training for a group or agency, please contact Janet Buchanan at jbuchanan@ntbha.org or call 469-290-2101

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



Get Ready for 988 Day on September 8

September is Suicide Prevention Awareness Month, a time to raise awareness, inspire hope, and remind people that help is available.

On September 8, we'll recognize 988 Day – and this year we're inviting partners across the country to help amplify 988 in a simple and powerful way.

On 9/8 at 9:08 a.m., post about 988.

The time mirrors the date, creating a shared moment to amplify 988 across social media. When we post together, we can extend our collective reach and remind more people that the 988 Suicide & Crisis Lifeline is available whenever they need support. Get ready for the day.

Links for SAMHSA:

https://www.samhsa.gov/mental-health/988/newsroom/988-day?utm_source=SAMHSA&utm_campaign=47d40e237a-EMAIL_CAMPAIGN_2025_07_30_06_04_COPY_01&utm_medium=email&utm_term=0_-1ba0ed2cad-168246629

NAMI North Texas
National Alliance on Mental Illness

NORTH TEXAS Mental Health Symposium

Save the Date Nov 17 2026

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.

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.
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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

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
  - 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: Craig Howell, NTBHA OSAR Director; chowell@ntbha.org or osar@ntbha.org

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

CMBHS

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

Training Opportunities

Training Site	Link	Notes
HHSC – Texas Health Steps	Texas Health Steps (txhealthsteps.com)	Various topics and levels of MI trainings. Links to other state approved sites with free trainings. Medicaid Eligibility training.
Cardea Training Center	Cardea Training Center (matrixlms.com)	Various topics to include a specific focus on MI methods with adolescents
Addiction Technology Transfer Center (ATTC)	Training and Events Calendar | Addiction Technology Transfer Center (ATTC) Network (attcnetwork.org)	Various topics specific to addiction and recovery
Centralized Training	Centralized Training: Log in to the site	Various topics: ANSA/CANS; Abuse, Neglect, etc.
HHSC	Texas DSHS HIV/STD Program - Training - Motivational Interviewing	Specific to MI, HIV, STD's
International Society of Substance Use Professionals	Motivational Interviewing Course Recordings | International Society of Substance Use Professionals (issup.net)	Specific to addition and recovery
HHSC – Behavioral Health Awareness	Behavioral Health Awareness (uthscsa.edu)	Each module in this series addresses a different mental or behavioral health topic and provides information about symptoms, treatment, recovery, and more
The Association for Addiction Professionals	Home (naadac.org)	Various Topics for Substance abuse and recovery
HHS	Texas DSHS HIV/STD Program	
UT Health San Antonio Project ECHO	https://wp.uthscsa.edu/echo/echo-programs/ https://c-stat.uthscsa.edu/echo/	ECHO® is a model for learning and guided practice that uses education to exponentially increase workforce capacity to improve access to best-practice care and reduce health disparities in communities, including rural, remote, and underserved settings.
HHSC YES Wavier Training	https://yeswaivertraining.uthscsa.edu/	The Youth Empowerment Services Waiver is a 1915(c) Medicaid program that helps children and youth with serious mental, emotional and behavioral difficulties.

Physician Leadership Advisory Group (PLAG)
Meeting Notes
September 2, 2026

Attendees: Dr. Bennett, Dr. Grable, Dr. Rashid, Dr. Starling, Dr. Mehta. NTHBA Staff: Robert Johnson, Jessica Martinez, David Kemp, Amy Cunningham, Matt Roberts, Joan Marandure, Shiranda Williams, Caitlyn Traylor. IPM Staff: Melissa Hawkins

1. **Call to order.**
   Dr. Bennett called the meeting to order at 8:15

2. **Routine Updates**
   Pharmacy Update:
   - Not available yet due to system changes

   State Hospital Update:

   - Ms. Martinez reported an increase in diversion services for youth at Terrell State hospital. This was largely due to families presenting in person for threat assessments rather than being directed to the appropriate hotline or community resource.
   - Ms. Martinez also reported that the Terrel Youth Center has opened. This service is for youth where the acuity falls between outpatient and state hospitalization. Access is by DFPS referral only. No walk in access is available.
   - Ms. Martinez reminded the group about the state hospital wait list. Individuals on that list may go to any state hospital, not just the closest facility.

3. **New Business**
   None
4. **Old Business**
   None
5. **Adjournment**
   Meeting adjourned at 8:40

Next Meeting: October 7, 2026

89th Texas Legislature-Interim
House Committee on Public Health
Hearing on Interim Charges Related to
Social Media's Impact on Youth Health and Well-Being

Texas House Committee on Public Health

Leadership: Representative Gary VanDeaver-Chair. Representative Liz Campos-Vice Chair
Members: Representatives John H. Bucy III, Nicole Collier, Charles Cunningham, James Frank, Ann Johnson, Jolanda Jones, Mike Olcott, Katrina Pierson, Mike Schofield, Joanne Shofner, Lauren Simmons.

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

Link to Hearing: https://house.texas.gov/videos/22753

Invited Testimony

Dr. Daniel Flint, Ph.D.-Pediatric Psychologist at Texas Children's Hospital

- Teens underestimate their daily use of screentime.
- Daily hours of social media for youth correlates with depression, and is worse for teen girls.
- Increase of depression since 2010 closely correlates with adoption of image-based applications.
- Seven days of abstinence improves teen mental health and reduces 'fear of missing out' or FOMO.
- 37% of teens identify social media as the cause of worsening youth mental health. Bullying was only rated at 8%.
- Talk therapy can't compete with hundreds of hours of algorithms that encourage self-harm and anorexia.
- Parents have a responsibility, but can't 'out-parent' the algorithms.
- The younger the child is who is using social media,the more vulnerable they are to harms.
- Parental oversight had no effect on 'doomscrolling' and loneliness.
- "There is no developmental benefit to social media use, particularly for early adolescents—none."
- "Children's mental health cannot remain the collateral damage of a profitable algorithm."

Recommendations:

- Require social media to turn off, by default, inherently addictive features like infinite scrolling and personalized algorithms for kids.
- Clear definitions and strict enforcement against platforms that expose kids to pro-self harm and pro-eating disorder content.
- Mandate clear warning labels on the dangers of prolonged social media use with information to the public of what is actually happening online and the seriously harmful promotion of self-harm.

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

Maurine Molak-David's Legacy Foundation

- Ms. Molak is the mother of a son who died of suicide after a year of social media and online gaming addiction. She related numerous stories of other young people who died of suicide related to social media and chatbots.

Recommendations:

- Default safety and privacy features.
- Require a legal duty to prevent harm to minors.
- Prohibit harmful design features such as push notifications.
- Prohibit collection, use, and sharing of personal data for minors.
- Prohibit addictive personal data-driven feeds to minors.
- Require more parental controls as default. Minors should not be able to remove parental controls
- Platforms should not allow minors to deny access to parents. Parents should be in charge.
- Robust chatbot regulations to protect children and teens.

David Dunmoyer-Texas Public Policy Foundation

"This is squarely a mental health crisis."

- This is not a 'bug' in social media platforms. It is the animating feature that drives social media companies to double-down on child-harming technology, a design choice to maximize profits.
- There has been a 188% increase in emergency room visits from 2010 to 2020, coinciding with the knowing introduction of harmful algorithms.
- Tik Tok has the most potent algorithm, reading the pupil dilation of the viewer to assess 'specific vulnerability' to particular content, then pushes that content.
- Roblox turns a blind eye to its reputation as a digital playground for predators.
- Platforms make it as easy as possible for a child to open an account, claim to not know the person's age, but seem to be able to know every other detail of the user's life.
- Oversight tools for parents are hard to find, implement, and are a "false security blanket".
- Platforms harvest personal information about the child to make the product as compulsive as the engineering will allow.
- Reforms are not impossible to implement, but may be less profitable than addictive algorithms.
- Investigation is underway of Meta, X, AI and Amazon.
- 53% of kids are using chatbots for mental health advice.
- Social media is the most dangerous, harmful product that children have access to.
- "This is multi-trillion dollar corporations with an addictive digital opium barrel pointed at children versus parents—sometimes single parents".

Recommendations

- Address the conduct of the platforms instead of content, including chatbots, particularly related to contracting, since children under age 18 are not permitted by law to engage in contracts.
- Address harms as product liability issue, due to the widespread public health harms.

89th Texas Legislature-Interim
House Committee on Public Health
Hearing on Interim Charges Related to
Social Media's Impact on Youth Health and Well-Being

Texas House Committee on Public Health

Leadership: Representative Gary VanDeaver-Chair. Representative Liz Campos-Vice Chair
Members: Representatives John H. Bucy III, Nicole Collier, Charles Cunningham, James Frank, Ann Johnson, Jolanda Jones, Mike Olcott, Katrina Pierson, Mike Schofield, Joanne Shofner, Lauren Simmons.

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

Link to Hearing: https://house.texas.gov/videos/22753
Link to Presentation: Role of HHSC in Substance Use and Prevention
https://www.hhs.texas.gov/sites/default/files/documents/presentation-house-public-health-committee-aug-2026.pdf

Invited Testimony

Dr. Christine Laguna-Associate Commissioner-Texas Health and Human Services Commission
FY 2026 Appropriation: $250,036,582

- HHSC contracts with individual providers, LBHAs, LMHAs and universities to deliver services.
- Adult and youth substance use services include prevention, intervention, treatment and recovery support.
  In FY 2025,
  - Prevention: 386,300 adults and 1,386,217 youth participated in prevention activities.
  - Intervention: 5,218 youth served by intervention and treatment programs.
  - Treatment: 25,369 adults and 1,901 youth received substance use treatment services.
  - Peer Support and Recovery Services:
    - 78.6% of caregivers reported decreased family stress and increased involvement in child's care.
    - 15,827 youth received direct recovery support services.
    - 2,103 youth reported improvement in school.

Texas Targeted Opioid Response (TTOR)

- Opioid Overdose Reversal efforts saved 20,522 lives from 2018 to 2025.
- Self-reported misuse of pain relievers decreased from one million people in 2015-16, to 771,000 in 2021-22.
- Self-reported opioid misuse in Texans age 12 and older decreased from 3.38% in 2022-23, to 3.07% in 2023-24.
- 2,219 admissions for Medications for Opioid Use Disorders (MOUD) programs were attributed to recovery support services, and 13,321 entered through non-traditional settings from integrated programs.
- 78% of people entering treatment for opioid use disorder (OUD) receive evidence-based MOUD services.
- Statewide overdose reversal strategy distributes naloxone and overdose prevention education, focusing on high-risk populations.

Kelly Fegan-Bohm, MD, MPH, MA-Texas Department of State Health Services
Associate Deputy Commissioner and Medical Director-Community Health Improvement Division

Texas Data on Infant Mortality Related to Behavioral Health
Potential of Very Low Birth Weight (VLBW)—less than 3.5 pounds at birth.

- Maternal health before conception.
- Health behavioral factors
    - Nutrition and appropriate weight gain
    - Smoking and substance use
    - Infection prevention
    - Birth spacing
    - Warning signs of preterm labor
- Prenatal Care
    - Shared learning and peer support.
    - Counseling for risk reductions.
    - Medical and social services referrals.
    - Timely pre-natal care and follow-up
- Perinatal Care
    - Professional education includes Perinatal Bereavement Care

Texas Alliance for Innovations in Maternal Health (AIM)
https://www.dshs.texas.gov/maternal-child-health/programs-activities-maternal-child-health/texasaim

- Texas AIM is a program that supports hospitals to implement quality improvement initiatives.
- Focus to-date has been on hemorrhage, hypertension, OUD and sepsis.
- Mental health and SUD initiatives will be launched later in 2026.

Fiscal Year	Service Month	Provider	Measure	6 Month View
2026	All	All	All	True

Performance Measures FY26 - All

		2026 FY First Half	2026 FY Second Half					YTD
Measure	Description	202602	202603	202604	202605	202606	202607	2026
Adult Improvement	At least 20% of all adults authorized in a FLOC shall show improvement in at least one domain							45.2%
Adult Service Target	Count	27662	28121	28165	28131	28455	28592	
Child Improvement	At least 25.0% of all children authorized in a FLOC shall show improvement in at least one domain							54.9%
Child Service Target	Count	7848	8183	8391	8279	7959	7601	
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	28.5%	32.5%	56.1%	46.6%	42.1%	34.0%	
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	94.4%	94.9%	92.8%	97%	95.0%	93.9%	
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	51.0%	50.9%	70.1%	55.2%	45.4%	45.2%	

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: **516-2026 Approve NTBHA FY 2027 Budget**

DATE: **September 9, 2026**

STATE OF TEXAS **}**

COUNTY OF DALLAS **}**

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 9th day of September 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors approves the NTBHA FY2027 Budget.

DONE IN OPEN MEETING this 9th day of September 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

North Texas Behavioral Health Authority

FY 2027 BUDGET

	MH	SUD	HOU	ADMIN	TOTAL
Revenue					
Federal Revenue	24,382,060	9,327,673	557,385		34,267,118
State Revenue	101,437,209	4,563,785			106,000,994
Local Revenue	833,320	7,444,667		16,584,225	24,862,212
Match Revenue	17,197,453	652,324			17,849,777
Interest Income				600,000	600,000
Total Revenue	**143,850,042**	**21,988,449**	**557,385**	**17,184,225**	**183,580,101**
Operating Expenses					
Provider Payments	85,026,658	18,774,236			103,800,894
Personnel Expenses	14,067,690	1,792,204	77,650	7,779,418	23,716,962
Personnel Fringe Benefits	3,706,879	419,778	21,189	2,119,041	6,266,887
Travel Expense	247,121	34,286	710	224,837	506,955
Supplies Expense	277,299	29,158	1,804	2,251,136	2,559,397
Contractual Expense	32,107,848	398,856		2,237,959	34,744,663
In-Kind Contractual Expense	2,925,559				2,925,559
Other Expense	5,430,986	539,931	456,032	2,043,960	8,470,909
In-Kind Other Expense	60,000				60,000
Depreciation Expense				527,875	527,875
Total Expenses	**143,850,042**	**21,988,449**	**557,385**	**17,184,225**	**183,580,101**
CHANGE IN NET POSITION	**-**	**-**	**-**	**-**	**-**

North Texas Behavioral Health Authority
2027 Programs Annual Budget

	Total
Revenue	
Federal Revenue	33,872,996
State Revenue	106,470,292
Local Revenue	7,622,860
Match Revenue	17,724,776
Total Revenue	**165,690,924**
Expense	
PCN/CMHP Services	57,441,552
PPB (Private Psychiatric Beds-Hospitals)	33,387,520
Transition Services	1,827,557
Crisis	22,845,219
Pharmacy & Labs	7,526,000
Transportation	1,080,000
Supported Housing	12,159,303
Veterans Services	99,720
Peer Program	2,000,000
The Hope Program	374,400
MST IRVING	719,037
MST Navarro	628,180
COS Consumer Operated Services	130,000
OCR(Outpatient Competency Restoration)	479,714
Education Services Center	115,000
Post Discharge Medications For Civil	55,743
Mental Health First Aide Training	363,050
TCOOMMI	2,536,873
Department of Justice	491,164
Comprehensive Case Management (CCMS)	1,549,929
TRA Adult SUD Treatment	9,058,022
TRF Specialized Female Treatment	1,757,596
TRY Youth SUD Treatment	494,015
MOUD (Medication Assited Treatment)	5,591,090
OBOT (Office Based Opioid Treatment)	721,603
OAFC (Opiod Abatement Fund Council)	449,782
OSAR (Outreach, Screening & Assessment)	665,973
RSS (Recovery Support Services)	412,083
Community Health Workers	730,800
Total Expenses	**165,690,925**
Change In Net Position	**-**

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY
FY 2027 Personnel Budget Summary

Summary Department	Headcount	FY 2027 Proposed Salary	Filled Positions	Vacant Positions	Total
Administration	25	3,076,001	2,866,001	210,000	3,076,001
Clinical Services	260	18,474,544	14,060,455	4,414,089	18,474,544
Finance & IT	20	2,166,417	1,991,417	175,000	2,166,417
	305	**23,716,962**	**18,917,873**	**4,799,089**	**23,716,962**

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: **517-2026 Ratify HHSC Local Behavioral Health Authority Grant Contract (SUD Authority), Amendment No. 1 (HHS001650300001) for FY2026 – FY2030**

DATE: **September 9, 2026**

STATE OF TEXAS **}**

COUNTY OF DALLAS **}**

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 9th day of Septembrer 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 Local Behavioral Health Authority Grant Contract (SUD Authority), Amendment No. 1 for FY2026 – FY2030 (HHS001650300001).

DONE IN OPEN MEETING this 9th day of September 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

NTBHA
North Texas Behavioral Health Authority

BOARD OF DIRECTORS MEETING
Summary

DATE: September 9, 2026

AGENDA ITEM 13: Resolution 517-2026 – Ratify HHSC Local Behavioral Health Authority Grant Contract Amendment No.1 for FY2026 – FY2030 ("HHS001650300001")

RECOMMENDATION/MOTION:
Request for Board to ratify NTBHA CEO, Carol Lucky, signature to the Contract No. HHS001650300001, The Local Behavioral Health Authority (SA/AUT) Grant Contract Amendment No.1.

BACKGROUND:
The Local Behavioral Health Authority Grant is to perform administrative and monitoring functions to awarded substance use disorder (SUD) treatment programs within the NTBHA provider network.

UPDATES:
Effective as of August 15, 2026, this Amendment No. 1 updated the Scope of Work to simplify the deliverables required to be submitted and to modernize the contract language. Additionally, Attachment A-2, CMBHS Requirements; Attachment B, Fiscal Requirements; and Attachment C, Contract Affirmations v2.9 were also updated to standardize the language to current HHSC processes across all State Contracts.

FINANCIAL INFORMATION:
No financial changes were made. This Amendment remains at level funding, total not-to-exceed amount **$780,000.00 / FY**. No Matching Funds are required for this Contract.

LOCAL SERVICE AREA:
Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall Counties.

IMPLEMENTATION SCHEDULE:
Upon ratification by the NTBHA board.

ATTACHMENTS:
13. *SA_AUTH HHS001650300001 A.1 (FY26)*

ALIGNS WITH VISIONS:

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. HHS001650300001
AMENDMENT NO. 1

THE HEALTH AND HUMAN SERVICES COMMISSION ("System Agency"), a pass-through entity, and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** ("Grantee") , who are collectively referred to herein as the "Parties" to that certain Local Behavior Health Authority (SA/AUT) Grant Agreement effective September 1, 2025, and denominated HHSC Contract No. HHS001650300001 (the "Grant Agreement" or "Contract"), now desire to amend the Grant Agreement.

WHEREAS, the Parties desire to replace certain attachments to the original Grant Agreement, as well as incorporate certain new attachments to the Grant Agreement;

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

1. **Attachment A**, **Scope of Grant Project**, is hereby deleted in its entirety and replaced with **Attachment A**, **Revised Scope of Grant Project (Revised July 2026)**, which is attached hereto and hereby fully incorporated into the Grant Agreement.

2. **Attachment B**, **Fiscal Requirements**, is hereby deleted in its entirety and replaced with **Attachment B**, **Revised Fiscal Requirements (Revised July 2026)**, which is attached hereto and hereby fully incorporated into the Grant Agreement.

3. **Attachment B-1**, **Approved Categorical Budget**, is attached hereto and hereby fully incorporated into the Grant Agreement**.**

4. **Attachment C**, **Contract Affirmations v. 2.6- July 2025**, is hereby deleted in its entirety and replaced with **Attachment C**, **HHS Contract Affirmations v. 2.9**, which is attached hereto and hereby fully incorporated into the Grant Agreement.

5. **Attachment I**, **FFATA Certification Form**, is hereby supplemented with **Attachment I-1**, **FFATA Certification Form (FY2027)**, which is attached hereto and hereby fully incorporated into the Grant Agreement. The Grantee shall complete this new certification form in order to comply with federal law.

6. This Amendment shall be effective as of August 15, 2026.

7. Except as modified by this Amendment, all terms and conditions of the Grant Agreement shall remain in effect.

8. Any further revisions to the Grant Agreement shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001650300001

SYSTEM AGENCY	**CONTRACTOR NAME**
By: Signed by: Trina Ita BB6DC1CEC21D4C3...	By: DocuSigned by: Carol Lucky 8CEA892CF99146F...
Trina Ita	Carol Lucky
Deputy Executive Commissioner, BHS	CEO
Date of Signature: August 21, 2026	Date of Signature: August 20, 2026

THE FOLLOWING DOCUMENTS ARE ATTACHED:

- **Attachment A: Revised Scope of Grant Project (Revised July 2026)**
- **Attachment B: Revised Fiscal Requirements (Revised July 2026)**
- **Attachment B-1: Approved Categorical Budget**
- **Attachment C: HHS Contract Affirmations v. 2.9**
- **Attachment I-1: FFATA Certification Form (FY2027)**

ATTACHMENT A
REVISED SCOPE OF GRANT PROJECT
(REVISED JULY 2026)

I. PURPOSE

This program, referenced by Program Name "Authority (SA/AUT)", allows for the Grantee, as the designated Local Behavioral Health Authority (LBHA) defined in Texas Health and Safety Code § 533.0356 with the service area documented in **Section III**, **Target Population and Service Area**, to perform administrative and monitoring functions to the awarded substance use disorder (SUD) treatment programs.

Grantee shall provide administrative and monitoring responsibilities for the following subcontracted substance use programs:

1. Treatment for Adults (TRA)
2. Treatment for Youth (TRY)
3. Treatment for Females (TRF)
4. Comprehensive Case Management Services (CCMS)

II. GOALS

Oversee the substance use disorder treatment programs and ensure a provider network for all substance use programs and ensuring compliance with **Attachment A**.

III. TARGET POPULATION AND SERVICE AREA

1. The target population for Grant Agreement is substance use treatment providers in Texas and Texas residents residing in the LBHA service area that meet the financial and clinical eligibility criteria for substance use disorder treatment services.

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

   Region: 3
   Counties: Dallas, Ellis, Hunt, Kaufman, Navarro, Rockwall

3. Grantee may request to add and/or delete counties referenced in **Section III.2.**; however, all requests for additional counties must be within the same region. The counties per HHS region are documented at the following link: https://www.hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf

4. Grantee's request to revise the service area shall comply with the following

requirements:

a) Submit email requests to the assigned contract manager and the SU Mailbox, SUD.Contracts@hhs.texas.gov.
b) The requests must include the following information:
   i. Legal Entity Name;
   ii. Contract number;
   iii. Program ID;
   iv. Current service area;
   v. Revised service area;
   vi. Justification for service area change.

IV. GRANTEE RESPONSIBILITIES

Grantee shall:

1. Allocate funds from the System Agency Treatment awarded funding to subcontract with providers to perform substance use treatment services for the population in the Grantee's designated service area(s)
2. Refrain from subcontracting with entities awarded a substance use disorder treatment service contract by the System Agency outside of the service area of this grant agreement, documented in **Section III**, **Target Population and Service Area**.
3. Ensure all of Grantee's subcontractors are reimbursed for all service types at the rate set by the System Agency.
4. Ensure individuals are admitted into SUD services as described in the Grant Agreement and in accordance with federal and state guidelines, to include the following Federal and State priority populations:
   a) Pregnant individuals who inject drugs;
   b) Pregnant individuals who use substances;
   c) Individuals who inject drugs;
   d) Individuals identified as being at high risk for overdose;
   e) Individuals referred by Department of Family and Protective Services (DFPS); and
   f) Individuals experiencing housing instability or homelessness.
5. Notify System Agency program staff within 24 hours by email to substance_use_disorder@hhs.texas.gov if Grantee is unable to provide admissions to individual(s) meeting the priority population guidelines in 45 CFR § 96.131.
6. Develop and maintain written protocols to ensure individual(s) are admitted to appropriate alternative services if a waitlist is required.
7. Notify appropriate authorities and the System Agency contract manager assigned to the Grant Agreement of significant incidents involving substantial disruption to Grantee's or the subcontractor's program operation, unavailability of services, or the potential to affect the health, safety, or welfare of System Agency-funded clients or participants no later than 72 hours of discovery. Within 10 calendar days of notification, Grantee will submit a plan of resolution to System Agency assigned

contract manager. The plan of resolution shall document the event and implementation of ongoing efforts and be submitted weekly until the issue is resolved and submitted by email to substance_use_disorder@hhs.texas.gov.

8. The Grantee shall adhere to System Agency directives related to Client Benefits Plan as described in **Attachment A-3**, **Client Benefits Plan**.
9. The Grantee shall provide clients with substance use disorder a choice among all eligible network and non-network providers.
10. The Grantee shall employ staff and/or subcontract with providers and staff who meet the qualifications (i.e., facility and counselor licensure, training, and/or competency) to provide direct services within the SUD programs.
11. The Grantee shall ensure access to System Agency-funded program services as follows:
    a) Provide access to System Agency-funded services to individuals seeking services regardless of ability to pay;
    b) Provide access to screenings to all individuals requesting System Agency-funded program services; and
    c) Ensure availability of a telephone system call center that allows individuals to contact the Grantee through a toll-free number that will provide the following:
        i. Operate without using telephone answering equipment at least on business days during normal business hours (Monday through Friday from 8:00 a.m., CST, to 5:00 p.m., CST), except on national holidays, due to uncontrollable interruption of service, or with prior approval of System Agency;
        ii. Be posted on Grantee's website;
        iii. Have sufficient staff to operate efficiently;
        iv. Collect, document, and store detailed information on all telephone inquiries and calls;
        v. Provide electronic call answering methods that include an outgoing message in languages relevant to the service area, for callers to leave a message outside of normal business hours; and
        vi. Return routine calls before the end of the next business day for all messages left after hours.

12. The Grantee shall within 30 days of the execution of the Grant Agreement submit a description of the business process for obtaining authorization for services, including timelines for requests for authorizations and completion of authorizations.

13. Grantee shall submit a monthly Authorization Report detailing the number of clients authorized into services, the specific service type authorized, and the date of authorization.

V. Coordination of Service System with Community and System Agency

Grantee shall

1. Adhere to Texas Administrative Code (TAC)' Title 26, Part 1, Chapter 301: Subchapter A-M and:
   a) Establish and maintain a network of qualified substance use community service agencies that provides a full substance use service array in accordance with TAC, Title 26, Part 1, Chapter 301, Subchapter F- 301.257 (b);
   b) Adhere to TAC, Title 26, Part 1, Chapter 301, subchapter F, 301.259 if it is determined there are no other qualified substance use providers in the Grantee area;
   c) Include the substance use service array per the website posting requirements as stated in TAC, Title 26, Part 1, Chapter 301, subchapter F, 301.261;
   d) Include in the content of the Local Network Development Plan (LNDP) the Grantee's network of substance use providers as described in TAC, Title 26, Part 1, Chapter 301, subchapter F, 301.265 and submit the plan to System-Agency at the frequency determined in Chapter 301, subchapter F, 301.267; and
   e) Ensure an individual seeking services may choose from all available substance use service providers in the Grantee coverage area as stated in TAC, Title 26, Part 1, Chapter 301, subchapter F, 301.277.
2. Participate in Community Resource Coordination Groups (CRCG) for children, youth, and adults in the Local Service Area (LSA) by providing one or more representatives to each CRCG with expertise in SUD, with authority to contribute to decisions and recommendations of the CRCG, and with authority to contribute resources toward resolving problems of individuals needing agency services identified by the CRCG (participation and duties are required per Texas Government Code 547.0102), and document proof of attendance by uploading agendas for each meeting Grantee attended into CMBHS.
3. Ensure Grantee's subcontractor(s) cooperate with Texas Education Agency (TEA) in individual transition planning for child, youth, and adult clients receiving special education services in accordance with 34 CFR part 300 (Assistance to States for the Education of Children with Disabilities).
4. Develop and maintain written protocols to ensure coordination with the Department of Family Services (DFPS) staff when appropriate.
5. Participate in regional Outreach Screening Assessment and Referral (OSAR) Quarterly Meetings for the region in which Grantee is located and statewide OSAR quarterly meetings. Document proof of attendance by uploading agendas for each meeting Grantee attended into CMBHS.

VI. DELIVERABLE AND REPORTING REQUIREMENTS

System Agency will monitor the Grantee's performance of the requirements in **Attachments A, A-1, A-2, A-3,** and **B**; and compliance with the grant

agreements terms and conditions.

1. Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency in CMBHS, an alternate submission system.

2. Grantee will note that if the due date is on a weekend or holiday, the due date is the following business day.

3. Grantee shall submit State Fiscal Year closeout documentation by October 15;

4. Grantee's duty to submit documents will survive the termination of this Grant Agreement.

5. System Agency may request additional reports to comply with federal funding requirements.

Requirement	**Report Name**	**Due Date**	**Submission System**	**Deliverable Naming Convention**
Attachment A	FY Closeout	**Each FY:** October 15th	CMBHS	FY2X_Closeout-Due Date
Attachment A	Local Network Development Plan (LNDP)	Biennial FY 2026: September 30th FY 2028: September 30th	CMBHS	FY2X_LPND-Due Date

Requirement	Report Name	Due Date	Submission System	Deliverable Naming Convention
Attachment A	OSAR Quarterly Meeting Agendas	Each FY; Quarterly: Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS	FY2X_OSAR-Due Date
Attachment A	CRCG Coordination Group Agendas	Each FY; Quarterly: Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS	FY2X_CRCG-Due Date
Attachment A	Authorization Report	**Monthly:** Due the 15th day of the following month	CMBHS	FY2X_AUTRPT-Due Date
Attachment A-2	CMBHS Security Attestation Form and List of Authorized Users	**Each FY:** September 15th; March 15th.	CMBHS	FY2X_Security_Attestion-Due Date

Requirement	Report Name	Due Date	Submission System	Deliverable Naming Convention
Attachment B	Consolidated Income Statement and Balance Sheet	Each FY March 1st	Attachment B	Consolidated Income Statement and Balance Sheet
Attachment B	Financial Status Report	**FY27-30:** Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS	FY2X_FSR-Due Date
FY26 Budget	One Time	**September 1**	CMBHS	FY26_BDGT-Sept. 1st
Final Closeout	Annually	By 45 calendar days after contract term ends	CMBHS	FY2X_FinClse-Due Date

VII. Performance Measures

Grantee shall adhere to the **Attachment A-1**, **Performance Measures**, to support performance of the Grant Agreement.

VIII. Clinical Management Behavioral Health System

Grantee shall adhere to the **Attachment A-2**, **Clinical Management for Behavioral Health Services (CMBHS) Requirements**, to support performance of the Grant Agreement.

ATTACHMENT B
REVISED FISCAL REQUIREMENTS
(REVISED JULY 2026)

Grantee shall ensure compliance with the fiscal requirements of the Grant Agreement, as follows:

A. Funding Source.

The Grant Agreement is funded from the United States Health & Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Substance Use Prevention, Treatment and Recovery Services (SUPTRS), Assistance Listing Number (ALN) 93.959 and System Agency General Revenue.

B. Federal and State Compliance.

Grantee shall comply with the following:

1. **Code of Federal Regulations (CFR)** SUPTRS Block Grant: 45 CFR Part 96, Subpart C — 45 CFR Part 96; and Federal Uniform Grant Guidance for Title 2, Grants and Agreements, Subtitle A — Office of Management and Budget Guidance, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards — https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance.
2. **Grant Requirements** Compliance with System Agency grant requirements located at: https://www.hhs.texas.gov/business/grants.
3. **Federal Funding Accountability and Transparency Act (FFATA)** Compliance with all FFATA reporting requirements.
4. **Indirect Cost Rates** Compliance with all applicable indirect cost rate requirements.
5. **Texas Grant Management Standards (TxGMS)** Compliance with Texas Grant Management Standards located at the Texas Comptroller of Public Accounts: https://comptroller.texas.gov/purchasing/grant-management/.

C. Funding Allocations.

1. The System Agency share and match allocations for the Grant Agreement, State Fiscal Years, are documented in the Contract Signature Page Document, Section V: Budget and Indirect Cost Rate.
2. Grantee shall access the **Transactions List** report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.
3. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Grant Agreement.

D. Categorical Budget.

1. The **Attachment B-1, Approved Categorical Budget** documents all approved and allowable expenditures. Grantee shall only utilize the funding detailed in the approved cost reimbursement budget for approved and allowable costs in accordance with 2 CFR Part 200, TxGMS, and this Grant Agreement.
2. If needed, Grantee may revise Attachment B-1, Approved Categorical Budget through the Budget Program Adjustment (BPA) process. The requirements for revising the budget allocation for each Program are as follows:
   a. **Out-of-State Travel.** Grantee must submit out-of-state travel requests not documented in Attachment B-1, Approved Categorical Budget, at least ninety (90) days prior to the planned travel. System Agency will provide written notification if the request is approved. Grantee must receive prior written approval for any out-of-state travel expenses.
   b. **Direct Cost Category Variances (no change to total contract value) due by May 31st.** Grantee may request revisions to the Approved Categorical Budget direct categories that exceed the System Agency ten percent **(10%)** variance requirement, excluding "Equipment" and "Indirect Cost," no later than May 31st. This change is considered a unilateral change in accordance with **Attachment D: HHS Uniform Terms and Conditions**; Article XI: General Provisions, Section 11.7, Change in Laws and Compliance with Laws, and does not require a bilateral amendment. System Agency will provide written notification of approval or denial. Budget revisions are not authorized, and funds cannot be utilized until Grantee receives written approval.
   c. **Transfer of Funds Between Programs (no change to total contract value) — due by May 31st.** Grantee may request transferring funds between awarded Programs without changes to the total contract value no later than May 31st. This change is considered a unilateral change in accordance with **Attachment D: HHS Uniform Terms and Conditions**; Article XI: General Provisions, Section 11.7, Change in Laws and Compliance with Laws, and does not require a bilateral amendment. System Agency will provide written notification of approval or denial. Budget revisions are not authorized, and funds cannot be utilized until Grantee receives written approval.
   d. **Equipment, Indirect Cost, or Total Contract Value Changes — due by March 1st.** Grantee may revise the Approved Categorical Budget "Equipment" and/or "Indirect Cost" categories, and/or request a change to the total contract value, no later than March 1st. A formal Amendment is required for these changes.

If the revision is approved, the budget revision is not authorized, and funds cannot be utilized until the Amendment is executed and signed by both parties.

3. System Agency will review each BPA request to determine allowability and will communicate approval or denial in writing. The estimated timeline for System Agency review is thirty (30) calendar days from receipt of a completed form.

E. Program Income.

1. Grantee shall adhere to the Program Income requirements in the Texas Grants Management Standards (TxGMS).
2. Indirect cost overages in excess of the approved indirect cost rate are not allowable and must be absorbed by the Grantee. Required or voluntary match may not be used to offset such overages.

F. Invoice and Payment Requirements.

1. Grantee shall submit monthly invoices to the System Agency utilizing the CMBHS system by the 15th of the following month. The invoice shall document the expenditures to be reimbursed for the previous month's activities.
2. Grantee must attach a general ledger to each monthly invoice for each program in CMBHS. The general ledger must document the expenditures for each cost category to illustrate that spending aligns with the approved Categorical Budget. The general ledger must be submitted in Excel format and must include transaction-level detail sufficient to identify cost category, funding source, date, amount, and description.
3. Effective September 1, 2026, Grantee shall submit quarterly Financial Status Report (FSR) in CMBHS to document all expenditures, for each Program ID receiving funding. Grantee shall attach the FSR to General Ledger Worksheet to each FSR submission. FSR to General Ledger Worksheet shall provide an analysis of the general ledger by documenting the expenses into the cost reimbursement budget category. The Worksheet shall be completed on the System Agency template. Match and program income are reported on each Programs Financial Status Report (FSR). System Agency requires description, funding source, and dollar amount in the comments section of the FSR for match and program income
4. Except as indicated by the CMBHS system financial eligibility assessment, Grantee shall accept reimbursement or payment from the System Agency as payment in full for services or goods provided to clients or participants. Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

G. Closeout.

1. Grantee shall submit annual Grant Agreement Closeout documentation each fiscal year. Annual Closeout documentation is due on **October 15th**.
2. The final Grant Agreement Closeout is due within **forty-five (45) calendar days** after the Grant Agreement end date.

H. Bankruptcy.

1. In the event of bankruptcy, Grantee must:
   a. Sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency;
   b. When directed by the System Agency, return all property, equipment, and supplies purchased with System Agency funds to the System Agency; and
   c. Ensure subgrant agreements, if any, contain a specific provision requiring that in the event of the subgrantee's bankruptcy, the subgrantee must sever the System Agency property, equipment, and supplies in possession of the subgrantee from the bankruptcy, and title must revert to the System Agency.
2. Grantee will not encumber assets such as equipment purchased with System Agency funds as collateral without prior approval from System Agency.

Budget Summary

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300001
Program ID:	SA/AUTH
Region	3

Budget Categories

Budget Categories	System Agency Funds Requested	Cash Match	Non System Agency funds	Category Total
Personnel	$579,200.00	$0.00	$0.00	$579,200.00
Fringe Benefits	$162,171.00	$0.00	$0.00	$162,171.00
Travel	$9,492.00	$0.00	$0.00	$9,492.00
Equipment		$0.00	$0.00	$0.00
Supplies	$8,108.00	$0.00	$0.00	$8,108.00
Contractual	$1,500.00	$0.00	$0.00	$1,500.00
Other	$19,529.00	$0.00	$0.00	$19,529.00
Total Direct Costs	$780,000.00	$0.00	$0.00	**$780,000.00**
Indirect Costs		$0.00	$0.00	$0.00
Totals	**$780,000.00**	**$0.00**	**$0.00**	**$780,000.00**

Subcontracting

Subcontracting Percentage: 0.2%

Rev. 4/18

Match Contributions

Required Match Percentage:		Calculated Match Percentage:	
Required Match Amount:		Calculated Match Amount:	

Source of Cash Match Funds

Source of In Kind Match Funds

Program Income

Projected Earnings

Source of Earnings

Non System Agency Funding

Direct Federal Funds:	$0.00
Other State Agency Funds:	$0.00
Local Funding Sources:	$0.00
Other Funds:	$0.00
Total Projected Non-System Agency Funding:	$0.00

Personnel Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300001
Program ID:	SA/AUTH
Region:	3
Fiscal Year:	2026
Total Contract Value (System Agency+Match)	$780,000.00
Date Submitted to HHSC:	6/25/2025

Personnel

Functional Title	Justification	Existing	Proposed	Vacant	Total FTE's	Total Avg Monthly Salary/Wage	Number of Months	Funding Source	Salary / Wages Requested for Project
Director Provider Relations	NTBHA Administration - oversight of SUD programs	.70			0.7	$10,000	12	Cash	84,000.00
Director of Contracts	NTBHA Administration - creation and oversight of SUD program contracts	.20			0.2	$12,917	12	Cash	31,000.00
Manager of Contacts	NTBHA Administration - creation and oversight of SUD program contracts	.30			0.3	$7,083	12	Cash	25,500.00
Accounts Payable Coordinator	Processes payments for subcontractors & provides voucher detail for each payment	.40			0.4	$5,250	12	Cash	25,200.00
Accounts Receivable Coordinator/ Data Analyst	Process billing and claims for all SUD services	.50			0.5	$6,250	12	Cash	37,500.00
Staff Accountant	Provides oversight to NTBHA for all Financial & Grant Reportng	1			1	$6,500	12	Cash	78,000.00
SUD Educatrion /Trainer	Provides Training of SUD Porgrams	1			1	$5,667	12	Cash	68,000.00
Assessment Counselors	Provides Outreach & Screening of SUD Services, including on-going reviews of provider services and records	1			1	$5,417	12	Cash	65,000.00
Admin Assistant	Provides assistance on SUD programs for urban clients	1			1	$3,750	12	Cash	45,000.00
Utilization Managers	Reviews and monitors Service Authorization Requests for approval	2			2	$5,000	12	Cash	120,000.00
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Cash Total									**579,200.00**
In Kind Match Total									**-**
Salary Wage Total									**579,200.00**

Fringe Benefits

Enter either the percentage or cash amount

Total Fringe Benefit %:	28.00%
or Total Fringe Benefit $	

Fringe Benefit Amounts

Cash:	$162,171.00
In Kind Match:	$0.00
Fringe Benefits Total:	$162,171.00

List the types of costs that comprise your organization's fringe benefits

Social Security: 6.20%, Medicare Tax 1.45%, Workman's Comp 0.15%, Medical Insurance 13%, Retirement 3%, Employer Life Insurance Contrib. 1.20%

Travel Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300001
Program ID:	SA/AUTH

Indicate Policy Used

○ Organization's Travel Policy *

◉ State of Texas Travel Policy

* Include travel policy in renewal response if using Organization's travel policy

Conference / Workshop Travel Costs

Description of Conference / Workshop	Justification	Location City/State	Number of Days	Number of Employees	Total Auto Mileage Cost	Airfare	Meals	Lodging	Other Costs	Funding Source	Total
TX Council	State conferences on behavioral health and substance abuse programs	Austin, TX	3	2	$556		$320	$640		Cash	$1,516.00
Association fo substance Abuse Providers (A.S.A.P.) Conference	Ongoing training on Substance Abuse programs and initiatives	Austin, TX	3	2	$556		$320	$640		Cash	$1,516.00
National Behavioral Health Annual Conference	Annual conference on behavioral health and substance abuse programs	TBD	3	2		$1,300	$320	$640		Cash	$2,260.00
	Mileage rate based on the IRS Reimbursement of $.70 per mile, Airfare, Lodging, and Meals based on the										$0.00
	GSA (General Service Administration) government Travel /plan-book/per-diem-rates for a location (City /State) .										$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
Total Cash for Conference / Workshop											**$5,292.00**
Total In Kind Match for Conference / Workshop											**$0.00**
Total for Conference / Workshop Travel											**$5,292.00**

Other / Local Travel Costs

Justification	Mileage Reimbursement Rate	Number of Miles	Mileage Cost	Other Costs	Funding Source	Total Cost
Mileage reimbursement - business travel includes Quality Management Site Visits for Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall Counties	$0.70	6000	$4,200		Cash	$4,200.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
Total Cash for Other / Local Travel						**$4,200.00**
Total In Kind Match for Other / Local Travel						**$0.00**
Total for Other / Local Travel						**$4,200.00**

Cash Total	**$9,492.00**
In Kind Match Total	**$0.00**
Total Travel Costs:	**$9,492.00**

Equipment Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300001
Program ID:	SA/AUTH

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Funding Source	Total Cost
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Cash Total					**$0.00**
In Kind Match Total					**$0.00**
Total Amount Requested for Equipment					**$0.00**

Supplies Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300001
Program ID:	SA/AUTH

Description of Item	Purpose & Justification	Funding Source	Total Cost
General Office Supplies	**Such as paper, ink cartridges, pens, notepads, office desk set up supplies**	cash	**$ 2,400.00**
Laptops	**Individuals utilize laptops to carry out their assigned duties and fulfill the responsibilities associated with the SUD Fee for Service Programs. Purchase 4 Laptops with Upgrades for Windows 11 [$1427*4= $5,708]**	cash	**$ 5,708.00**
Cash Total			**$ 8,108.00**

In Kind Match Total	**$**	**-**
Total Amount Requested for Supplies	**$**	**8,108.00**

Contractual Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300001
Program ID:	SA/AUTH

Contractor	Type	Description of Services	Justification	Payment Basis	Payment Rate	Number of Payments	Funding Source	Total Cost
Language Services Associates	vendor	Foreign language interpretation services	Foreign language interpretation services	Lump Sum	$1,500	1	Cash	$1,500.00
TBD	Vendor							
Cash Total								**$1,500.00**
In Kind Match Total								**$0.00**
Total Amount Requested for Contractual								**$1,500.00**

Other Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300001
Program ID:	SA/AUTH

Description of Item	Purpose & Justification	Funding Source	Total Cost
Trainings	**Registration costs for Continuing Education trainings, CPR, First Aide, Communicable Disease, etc. (SUD, licensure annual trainings - Qualified Credentialed Counselors)**	Cash	$2,000.00
Rent	**To establish and maintain adequate workspace that enables individuals to effectively carry out their assigned duties associated with the SUD Fee for Service Program**	Cash	$14,000.00
Monthly cell phone or hotspot carrier charges	**Support of field operations and provides telephone access and internet accessat remote sites (Cell Phones $42.01/per mth x 12 mths x 7 FTEs $3,529).**	Cash	$3,529.00
Cash Total			**$19,529.00**
In Kind Match Total			**$0.00**

Total Amount Requested for Other	**$19,529.00**

Indirect Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300001
Program ID:	SA/AUTH

Indirect Cost Basis

Selection

◉ **Governmental Entity Using a Central Service Cost Rate or Indirect Cost Rate**

The organization's current Central Service Cost Rate or Indirect Cost Rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach copy of approved Rate Agreement or Certification of Cost Allocation Plan or Certification of Indirect Costs. City and County Governments with a Central Service Cost Rate should also complete the "Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan" section for the indirect costs of the City/County Department (e.g. Health Department) that System Agency is contracting with.

Rate

Type

Base

Type of Costs Included in the Rate

○ **Non Governmental Entity Using Indirect Cost Rate**

The organization's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

Rate

Base

Type of Costs Included in the Rate

○ **Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan**

allocation plan
submitted to System Agency within 60 days of the contract start date. The CFPM is available on the following internet web link:
http://www.System Agency.state.tx.us/contracts/

Types of Costs

Allocation Base

Indirect Costs

Cash:	
Non System Agency Funds:	
Total Indirect Costs:	$0.00

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: **518-2026 Ratify HHSC Comprehensive Case Management Services (CCMS) Grant Contract, Amendment No. 1 (HHS001650300003) for FY2026 – FY2030**

DATE: **September 9, 2026**

STATE OF TEXAS **}**

COUNTY OF DALLAS **}**

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 9th day of Septembrer 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 Comprehensive Case Management Services (CCMS) Grant Amendment No. 1 for FY2026 – FY2030 (HHS001650300003)

DONE IN OPEN MEETING this 9th day of September 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

NTBHA
North Texas Behavioral Health Authority

BOARD OF DIRECTORS MEETING
Summary

DATE: September 9, 2026

AGENDA ITEM 14: Resolution 518-2026 – Ratify HHSC Comprehensive Case Management Services (CCMS) Grant Contract Amendment No.1 for FY2026 – FY2030 ("HHS001650300003")

RECOMMENDATION/MOTION:
Request for Board to ratify NTBHA CEO, Carol Lucky, signature to the Contract No. HHS001650300003, The Comprehensive Case Management Services (CCMS) Grant Program, Amendment No. 1.

BACKGROUND:
This CCMS Grant allows NTBHA to provide case management to individuals eligible for intensive residential services, regardless of whether they are on the waitlist or enrolled in such services which will link them to needed medical, social, educational, housing, and other provider services and supports that assist with meeting basic human needs, improve independent decision-making and self- confidence, support treatment completion, and engage in long-term recovery.

UPDATES:
Effective as of August 15, 2026, this Amendment No. 1 updated the Scope of Work to simplify the deliverables required to be submitted and to modernize the contract language. Additionally, Attachment A-2, CMBHS Requirements; Attachment B, Fiscal Requirements; and Attachment C, Contract Affirmations v2.9 were also updated to standardize the language to current HHSC processes across all State Contracts.

FINANCIAL INFORMATION:
No financial changes were made. This Amendment remains at level funding, total not-to-exceed amount **$1,549,929.00 / FY**. This amount includes required Match of $73,806.15, or 5%.

LOCAL SERVICE AREA:
Dallas, Ellis, Hunt, Navarro, Kaufman and Rockwall Counties.

IMPLEMENTATION SCHEDULE:
Upon ratification by the NTBHA board.

ATTACHMENTS:
14. *SA_CCMS HHS001650300003 A.1 (FY26)*

ALIGNS WITH VISIONS:

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. HHS001650300003
AMENDMENT NO. 1
COMPREHENSIVE CASE MANAGEMENT SERVICES (CCMS)

The **HEALTH AND HUMAN SERVICES COMMISSION ("HHSC" OR "SYSTEM AGENCY")** and **NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** who are collectively referred to herein as the "Parties," to that certain CCMS Contract effective September 1, 2025, and denominated [HHSC] Contract No. HHS001650300003 "Contract", now desire to amend the Contract.

WHEREAS the Parties desire to amend the CCMS Contract per **Uniform Terms and Conditions-Grant v 3.5, Article XI. General Provisions, Section 11.1;** and

WHEREAS the Parties desire to amend the Scope of Grant Project Services, Performance and Outcome Measures Requirements, Fiscal Requirements, and Contract Affirmations.

WHEREAS the Parties desire to add **Attachment B-1, Approved Categorical Budget** to the agreement**.**

WHEREAS the Parties desire to add the Substance Abuse Prevention, Treatment, and Recovery Services (SUPTRS) Block Grant funding information for the service period of October 1, 2025 to September 30, 2027.

WHEREAS HHSC desires Grantee recertification under the Federal Funding Accountability and Transparency Act (FFATA); and

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

1. **Section IX** of the Contract, **Federal Award Information** is hereby amended to add the Substance Abuse Prevention, Treatment, and Recovery Services (SUPTRS) Block grant Notice of Award (NOA) information for the service period of October 1, 2025, to September 30, 2027. The following information is added to Section IX:

   Federal Award Identification Number (FAIN): B08TI088498

   Assistance Listings Title, Number, and Dollar Amount:
   Substance Abuse Prevention, Treatment and Recovery Services Block Grant – 93.959 – $81,517,450.00
   Federal Award Date: May 27, 2026
   Federal Award Period: October 1, 2025 – September 30, 2027
   Name of Federal Agency: Health and Human Services Commission

Federal Award Project Description: Substance Abuse Prevention, Treatment and Recovery Services Block Grant objective is to help plan, implement, and evaluate activities that prevent and treat substance use.
Awarding Official Contact Information:
Wendy Pang, Grants Specialist, wendy.pang@samhsa.hhs.gov
(240) 276-1419
Total amount of federal funds awarded to System Agency: $81,517,450.00
Amount of Funds Awarded to Grantee: $7,380,615.00
Note: a portion of grant funds may come from state general revenue. At the close of the fiscal year budget period, System Agency may provide final expenditures by method of finance.
Identification of Whether the Award is for Research and Development: No

2. **ATTACHMENT A** of the Contract, **Scope of Grant Project Services**, is hereby deleted in entirety and replaced with **ATTACHMENT A, Scope of Grant Project Services Revised (July 2026)** which is attached to this Amendment No. 1 and incorporated into the Contract for all purposes

3. **ATTACHMENT A-1** of the Contract**, Performance and Outcome Measures Requirements**, is hereby deleted in entirety and replaced with **ATTACHMENT A-1, Performance And Outcome Measures Requirements Revised (July 2026))** which is attached to this Amendment No. 1 and incorporated into the Contract for all purposes

4. **ATTACHMENT B** of the Contract, **FISCAL REQUIREMENT**, is hereby deleted in entirety and replaced with **ATTACHMENT B, FISCAL REQUIREMENTS REVISED (JULY 2026))** which is attached to this Amendment No. 1 and incorporated into the Contract for all purposes

5. **ATTACHMENT B-1, APPROVED CATEGORICAL BUDGET** is added to the Contract and incorporated into the Contract by reference.

6. **ATTACHMENT C** of the Contract. **CONTRACT AFFIRMATION VERSION 2.5**, is hereby deleted in entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATIONS VERSION 2.9)** which is attached to this Amendment No. 1 and incorporated and made part of the Contract for all purposes

7. **ATTACHMENT I, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM** is hereby supplemented with **ATTACHMENT I-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM** for Grantee to complete for recertification to meet the federal requirement.

8. This Amendment No. 1 shall be effective as of August 15, 2026.

9. 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.

10. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001650300003

HEALTH AND HUMAN SERVICES COMMISSION

Signed by:
Trina Ita
BB6DC1CEC21D4C3...

Trina Ita

Deputy Executive Commissioner, BHS

Date of Signature: August 24, 2026

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

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

Carol Lucky

CEO

Date of Signature: August 20, 2026

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

ATTACHMENT A:	**Scope of Grant Project Services Revised (July 2026).**
ATTACHMENT A-1:	**Performance Measures Requirements Revised (July 2026)**
ATTACHMENT B:	**Fiscal Requirements Revised (July 2026)**
ATTACHMENT B-1:	**Approved Categorical Budget**
ATTACHMENT C:	**Contract Affirmations Version 2.9**
ATTACHMENT I-1:	**Federal Funding Accountability and Transparency Act (FFATA) Form.**

ATTACHMENT A
COMPREHENSIVE CASE MANAGEMENT SERVICES (CCMS)
SCOPE OF GRANT PROJECT SERVICES
Revised (July 2026)

I. PURPOSE

Grantee shall provide Comprehensive Case Management Services (CCMS) to individuals eligible for intensive residential services. CCMS reduces barriers to treatment, enhances motivation, encourages treatment retention, and strengthens resources for recovery by concurrently addressing other personal needs, and by providing referrals and linkage to appropriate services. CCMS allows individuals to focus on and remain engaged in long-term recovery.

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

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

II. GOAL

To provide CCMS to individuals eligible for intensive residential services, regardless of whether they are on the Grantee's waitlist or enrolled in such services, which will link them to needed medical, social, educational, housing, and other provider services and supports that assist with meeting basic human needs, improve independent decision-making and self- confidence, support treatment completion, and engage in long-term recovery.

III. TARGET POPULATION

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

The Texas resident shall be on the wait list to receive intensive residential services or receiving intensive resident services by the System Agency providers funded by the grant documented in **Attachment B, Fiscal Requirements**. The System Agency providers funded by the grant may be provided, upon request.

IV. SERVICE AREA

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

Region: 3

Dallas, Ellis, Hunt, Kaufman, Navarro, Rockwall

To review counties within an HHS Health Region, refer to the below link for a list of counties within a region: https://www.hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf

V. GENERAL RESPONSIBILITIES

1. Provide services in accordance with requirements of the DSM (https://www.psychiatry.org/psychiatrists/practice/dsm/updates-to-dsm/updates-to-dsm-5-tr-criteria-text), ASAM (https://www.asam.org/), this grant agreement, and the following Texas Administrative Code rules:

   a. Title 26, Chapter 564, Subchapter E (Facility Requirements), link: https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=564&interface=VIEW_TAC&part=1&subchapter=E&title=26

   b. Title 26, Chapter 564, Subchapter G (Clients Rights), link: https://texas-sos.appianportalsgov.com/rules-and-meetings?$locale=en_US&interface=VIEW_TAC_SUMMARY&queryAsDate=02%2F15%2F2025&recordId=217751

   c. Title 26, Chapter 564, Subchapter F (Personnel Practices and Development), link: https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=564&interface=VIEW_TAC&part=1&subchapter=F&title=26

   d. Title 26, Chapter 564, Subchapter H, (Screening and Assessment), Rule §564.805 link: https://texas-sos.appianportalsgov.com/rules-and-meetings?$locale=en_US&interface=VIEW_TAC_SUMMARY&queryAsDate=02%2F15%2F2025&recordId=217761

2. Using an approved System Agency program template, the Grantee shall submit Quarterly Activity Report. The Grantee shall document accomplishments, barriers (including gaps in local resources), good-faith efforts to work with under-served populations, and progress towards goals during the implementation of programmatic activities in Quarterly Reports, refer to **Section X: Deliverable and Reporting Requirements**. This template is provided to the Grantee upon grant agreement execution.

3. Grantee shall follow the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care, (https://thinkculturalhealth.hhs.gov/clas/standards) and demonstrate good-faith efforts to reach out to underserved populations. Grantee shall ensure the CLAS policies and procedures are complying with the requirements in **Section VIII Policies and Procedures**.

4. Grantee shall ensure the following related to Clinical Management for Behavioral Health

Services (CMBHS):

a. Utilize CMBHS components/functionality specified in **Attachment A-2, CMBHS Requirements.**

b. Ensure referrals and follow-ups are completed and follow-up dates are documented in CMBHS.

c. Document services in CMBHS in accordance with this grant agreement and instructions provided by System Agency. Documents that require client or staff signature shall be maintained according to TAC.

d. Upload documentation that is handwritten and not transcribed in the CMBHS record.

5. Grantee shall maintain all documents that require client or staff signature in the physical record.

6. Grantee shall ensure that all CCMS staff participate in System Agency webinars, conference calls, and trainings at the specified dates, times, and locations as required by System Agency.

7. At System Agency discretion, Grantee shall coordinate services with System Agency-identified stakeholders to improve access to the continuum of services offered by the System Agency. Coordination may include, but is not limited to, scheduled meetings, collaboration on related initiatives, and service referrals.

8. Grantee shall Continue to meet the eligibility conditions throughout the term of this grant agreement. System Agency expressly reserves the right to request additional documentation to determine the contractor's continued eligibility.

9. Grantee shall comply with all applicable sections of the Texas Health and Safety Codes, including laws related to drug paraphernalia under Health & Safety Code Chapter 481.

10. Grantee shall post in a prominent location, legible prohibitions against firearms (as applicable), weapons, alcohol, and illegal drugs, illegal activities, and violence at program sites that do not have the existing prohibitions posted.

11. Grantee shall ensure all presentation and training materials include the following disclaimer statement:

    a. "The views expressed do not necessarily reflect the official policies of the Department of Health and Human Services or Texas Health and Human Services Commission; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. or Texas Government."

12. Grantee shall submit public-facing project materials to System Agency for review and approval prior to publication. Public-facing materials include but are not limited to press releases, publications, reports, fact sheets, and advertisements. System Agency will provide guidance on the approval process and timeline.

13. Grantee must ensure sign language services (telephone language services or interpreters) are

available to clients who are deaf or hard-of-hearing and receiving substance use disorder treatment services.

a. If required, sign language interpreter services must also be used for parent/guardian participating in a System Agency-funded, family-focused curriculum.

b. Grantee must follow the instructions on the Deaf and Hard of Hearing Services Request for Interpreter Services Form Instructions to request interpreter services for a person who has hearing-impairments when needed. To access the HHSC Deaf and Hard of Hearing service request form click on link: Substance Use Disorder Services | Texas Health and Human Services.

c. The Request for Interpreter Services Form must be completed and submitted via CMBHS using the following naming convention for submission: General Responsibilities: Request for Interpreter Services Form.

14. Grantee must Disclose to System Agency when Grantee is aware of a Conflict of Interest and if Grantee does not disclose the conflict to System Agency, such nondisclosure will be considered a material breach of the grant agreement. Such breach may be submitted to the Office of the Attorney General of, Texas.

15. Grantee must Conduct an anonymous client satisfaction survey within 90 calendar days after client/participant discharge using System Agency distributed form. System Agency will provide aggregate results to Grantee annually.

16. Grantee shall maintain and document personnel documentation by:
    a. Maintaining current personnel documentation on each employee. All documents must be factual and accurate. Health-related information must be stored separately with restricted access as appropriate under Texas Government Code §552.102.
    b. Training records may be stored separately from the main personnel file but must be easily accessible upon request.
    c. Storing required documentation, which includes the following, as applicable:
        i. A copy of the current job description signed by the employee;
        ii. Application or resume with documentation of required qualifications and verification of required credentials;
        iii. Verification of work experience;
        iv. Annual performance evaluations;
        v. Personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
        vi. Documentation of appropriate screening and/or background checks, to include probation or parole documentation and notice of and authorized by System Agency for employees, volunteers or subcontractors as referenced in Section V, (4) prior to such individuals having direct contact with clients or participants;
        vii. Signed documentation of initial and other required training; and
        viii. Records of any disciplinary actions.
        ix. Include signature, credentials when applicable, and date with all document authentications. If the document relates to past activity, the date of the activity must

also be recorded. Documentation must be permanent and legible. When it is necessary to correct a required document, the error must be marked through with a single line, dated, and initialed by the writer.

17. Grantee must take all steps necessary to protect the health, safety, and welfare of its clients and participants, including notification to appropriate authorities of any allegations of abuse, neglect, or exploitation as required by TAC.

VI. QUALITY MANAGEMENT MONITORING

1. Grantee shall comply with quality management requirements as directed by System Agency and as applicable:
   a. Develop and implement a Quality Management Plan (QMP) that conforms with TAC and make the QMP available to System Agency upon request. The QMP must be developed no later than the end of the first quarter of the Grant agreement term.

   b. Update and revise the QMP each biennium or sooner, if necessary. Grantee's governing body shall review and approve the initial QMP, within the first quarter of the Grant agreement term, and each updated and revised QMP thereafter. The QMP must describe Grantee's methods to measure, assess, and improve:
      i. Implementation of evidence-based practices, programs, and research-based approaches to service delivery;
      ii. Client/participant satisfaction with the services provided by Grantee;
      iii. Service capacity and access to services;
      iv. Client/participant continuum of care; and
      v. Accuracy of data reported to the System Agency.

   c. Participate in continuous quality improvement (CQI) activities as defined and scheduled by the System Agency including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the state's desk reviews; and participating in the state's onsite or desk reviews.

   d. Submit plan of improvement or corrective action plan and supporting documentation as requested by System Agency.

   e. Participate in and actively pursue CQI activities that support performance and outcomes improvement.

   f. Respond to consultation recommendations by System Agency, which may include, but are not limited to the following:
      i. Staffing training;
      ii. Self-monitoring activities guided by System Agency, including use of quality management tools to self-identify compliance issues; and
      iii. Monitoring of performance reports in System Agency's electronic clinical management system.

2. The quality management and oversight requirements for Grantees choosing to subcontract are

as follows:

a. Develop policies and procedures on quality management that meet the requirements of TAC, and upon System Agency's request, provide all quality management policies and procedures. The oversight and monitoring policies and procedures must address, at a minimum, the following:
   i. How the Grantee determines when subcontractors require monitoring reviews;
   ii. How to conduct a monitoring review;
   iii. How to document a monitoring review;
   iv. Reporting requirements of subcontractors;
   v. Follow-up monitoring based on review findings; and
   vi. Liquidated damages or recoupment of funds used to bring subcontractors into compliance.

b. For subcontractors underperforming or noncompliant identified during monitoring, submit plan of improvement or corrective action plan and supporting documentation, as requested by System Agency.

c. Monitor all subcontractors' financial and programmatic performance and maintain pertinent records that must be made available for inspection by System Agency upon request.

d. Monitor all subcontracts to ensure compliance with all applicable Texas Health and Safety Codes, including laws related to drug paraphernalia under Health & Safety Code Chapter 481.

e. Develop a quarterly review schedule and ensure all subcontractors are reviewed at least once per fiscal year (FY).

f. Submit the Quality Management Monitoring Activities Report annually, documenting the quality management activities performed during the reporting previous fiscal year. More frequent reporting may be required for Grantees with underperforming subcontractors. At a minimum, the Quality Management Monitoring Activities Report must include the name and grant agreement number of the Grantee and include the following:
   i. Date of review;
   ii. Name of subcontractor;
   iii. Unique subcontractor's Identifier for the review;
   iv. Type of review;
   v. Name of staff conducted review;
   vi. List of findings;
   vii. Number of monitoring reviews conducted;
   viii. Types of monitoring reviews conducted;
   ix. Summary evaluation of findings and Grantee plan of oversight to bring the subcontractor into compliance, if applicable;
   x. Number and nature of complaints received subcontractors with resolutions for

the complaints; and

xi. List of significant subcontractor findings that must, at a minimum, include the following:
   (1) Immediate risk to health or safety;
   (2) Client/Participant abuse, neglect, or exploitation;
   (3) Fraud, waste, or abuse reports; and
   (4) Report criminal activity of any subcontractor's staff.

3. Develop and utilize a quality management monitoring tool that must be completed to document all quality reviews. All completed tools with corrective actions documentation must be stored and made available to System Agency upon request.

VII. STAFFING AND STAFF COMPETENCY REQUIREMENTS

1. Grantee shall ensure all personnel receive the training and supervision necessary to ensure compliance with System Agency rules, provision of appropriate and individualized treatment, and protection of client health, safety, and welfare.
2. Grantee shall ensure that all direct care staff review all policies and procedures related to the program or organization on an annual basis.
3. Grantee shall ensure that all direct care staff receive a copy of this statement of work.
4. Grantee must comply with TAC for personnel practices and development.
5. Grantee must ensure within (90) calendar days from hire and prior to service delivery, direct care staff have specific documented training in the following:
   a. Motivational Interviewing (MI) techniques;
   b. Trauma-Informed care;
   c. Risk Reduction and overdose prevention strategies;
   d. Community outreach;
   e. Prenatal and Postpartum Care related to substance exposure;
   f. Ethics (substance use related);
   g. Education on Substance Use and Misuse;
   h. State of Texas COPSD training;
   i. Boundary setting (personal, finance, emotional, ethical, and sexual);
   j. Maintaining confidentiality;
   k. How to respond to complaints; and
   l. Comprehensive Case Management in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT) Treatment Improvement Protocol 27 regarding Comprehensive Case Management for Substance Abuse Treatment, link: https://store.samhsa.gov/sites/default/files/sma15-4215.pdf.
6. Grantee must ensure each state fiscal year, a minimum of ten (10) hours of annual training on any of the combinations of topics listed below. Trainings can be completed by using any type of medium/outlet at the discretion of the Grantee:
   a. Motivational Interviewing techniques;
   b. Person-centered care;

c. Cultural Competency;
d. Understanding and Preventing Infectious Disease;
e. Risk reduction and overdose prevention strategies;
f. Substance use disorder and trauma issues;
g. Community outreach;
h. Substance Exposed Pregnancy (including but not limited Fetal Alcohol Spectrum Disorder or Neonatal Abstinence Syndrome);
i. Tobacco cessation education; or
j. Ethics (related to substance use).

7. Grantee shall ensure that all direct care staff:
   a. Review all policies and procedures related to the program or organization on an annual basis.
   b. Receive a copy of this statement of work.
   c. Review all policies and procedures related to the program or organization on an annual basis.
   d. Complete annual education on Health Insurance Portability and Accountability Act (HIPAA) and 42 Code of Federal Regulations (CFR) Part 2 training.
   e. Grantee shall ensure that all case management staff meet the following qualification requirements:
      i. Have a high school diploma or equivalency;
      ii. Have the knowledge, skills, and abilities to:
         (1) Establish rapport with the client;
         (2) Maintain boundaries and the willingness to be nonjudgmental toward clients;
         (3) Utilize a variety of evidence-based models on substance use disorders and other problems related to substance use; and
         (4) Incorporate family, social networks, and community systems in the treatment and recovery process based on the client's preference.
      iii. Complete training in case management to ensure compliance with applicable System Agency rules, provision of appropriate and individualized services, and protection of client rights, health, safety, and welfare.
8. Grantee shall ensure that Intensive Residential Program Directors providing oversight to CCMS services or a delegate who oversees substance use services participate in program and service-type conference calls as scheduled by System Agency.
9. Grantee must comply with 26 TAC Chapter 564, Subchapter F (Personnel Practices and Development).

VIII. POLICIES AND PROCEDURES

Grantee shall establish and follow policies and procedures outlined below and make them available to System Agency upon request:

1. Develop policies and procedures to perform the activities documented in this grant agreement and make them available for inspection by System Agency.

2. Develop and implement policies and age-appropriate procedures to protect the rights of children, families, and adults participating in CCMS.

3. Develop and maintain current written policies and procedures for employees, subcontractors, and volunteers who work directly or indirectly with clients/participants. The written policies and procedures must address client/participant safety, including requirements related to abuse, neglect, and exploitation and ensure that all activities with clients/participants are conducted in a respectful, non-threatening, non-judgmental, and confidential manner.

4. Develop and implement written policies and procedures that address the delivery of services by employees, subcontractors, or volunteers on probation or parole.
   a. Submit via CMBHS using the following naming convention: Service Delivery Policy and Procedures: Staff On Probation/Parole notice of any of its employees, volunteers, or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.
   b. Maintain copies of all notices required under this section for System Agency review.
   c. Ensure that any person who is on probation or parole is prohibited from performing direct client/participant services or from having direct contact with clients or participants until authorized by System Agency.

5. Develop and implement written policies and procedures for requirements prior-to- discharge, including a list of community resources for clients discharged with the CMBHS status of: Left Against Professional Advice and Terminated by Provider.

6. Develop and implement a written policy for staff to purchase client-centered supplies defined in **Section IX,** and provide assistance to clients with this service.

7. Develop and implement written confidentiality policies and procedures in compliance with **Attachment D, Health and Human Services (HHS) Uniform Terms and Conditions—Grant Version 3.5, Attachment F, Health and Human Services (HHS) Additional Provisions – Grant Funding V.1.0, Attachment E, HHS Data Use Agreement v.8.5** if providing direct services to individual youth and families. This must include procedures to securely store and maintain privacy and confidentiality of information and records concerning clients/participants and their family members and ensuring all employees and volunteers follow the agency's confidentiality policies, procedures, and requirements.

8. Establish written policies and procedures outlining how the Grantee shall adhere to the National CLAS Standards.

9. In accordance with applicable laws, develop and implement policies, procedures, and forms for client/participant consent, including consent for travel.

10. Develop, maintain, and adhere to current written policies and procedures addressing the requirements for criminal background checks as a condition for employment for applicants, contractors, interns, and volunteers who work directly with youth, families or other

clients/participants and include:

a. Pre-employment criminal background checks;

b. Standards detailing hiring decisions when there is a background check finding; and

c. Requirements reporting post-employment instances that would negatively impact subsequent background checks including but not limited to arrest, conviction, investigation, or any other legal involvement.

IX. Comprehensive Case Management Services

1. Service Delivery

Grantee shall ensure:

a. Facilitation of referrals to ensure that services address mental and physical health as well as services which support recovery from SUDs.

b. Provision of all services will be provided in the following manner:

i. By staff who are trained and operating within their scope of practice;

ii. To priority populations in a timely and age-appropriate manner;

iii. Such that access to service coordination ensures that service and supports meet the needs of the target populations by maintaining access to various locations, hours, and days of service;

iv. At a minimum, providing weekly contact and appropriate case management services based on individual client needs;

v. Flexible, community-based, and client-centered in a trauma-informed, culturally competent, and developmentally appropriate manner for clients, families, and/or significant others;

vi. To a client determined to need case management services while on the treatment provider's waitlist for and while enrolled in intensive residential treatment services;

vii. In addition to, and not as a replacement for, other services. CCMS is not a duplication of any service, but rather a set of agreed upon, joint, and coordinated activities that clearly delineate the unique and separate roles of case managers who work jointly and collaboratively with the client's/participant's knowledge and consent to prioritize activities that effectively achieve client's/participant's treatment and/or personal goals;

viii. In a manner that establishes rapport with the client, demonstrates an ability to connect with all clients/participants, focuses on and reinforces positive strengths and behaviors, works flexibly to meet the needs to clients/participants, and appreciates different pathways of recovery; and

ix. Using linkage and retention activities which are designed to improve

client/participant outcomes.

c. Clients/participants have access to or are referred for transportation when indicated.

d. All documentation is completed in CMBHS as case management progress notes and include referrals and referral follow-up for services that assist in client stabilization.

2. *Pre-Entry Services*

Grantee shall ensure for eligible clients/participants who are not yet admitted to intensive residential services:

a. Documentation in CMBHS includes at minimum:

i. All services and referrals with completion and follow-up dates;

ii. Listing the client in the CMBHS Intensive Residential waitlist;

iii. Completion of Client Profile, Financial Eligibility, and Screening;

iv. Service Plan that includes problems to be addressed, goals, and intended outcomes;

(1) Provision of pre-treatment services as a strategy in the CMBHS Service plan unless the CCMS strategies are resolved; and

v. Weekly communication with the client/participant and/or the client's/participant's advocate while on the intensive residential treatment waitlist documented in an administrative note with "Wait List" selected as the note type in the drop down.

b. Develop and document a Service Plan in collaboration with the participant based on the areas of impact and resulting needs identified in the CMBHS Case Management Assessment or program Assessment.

c. Utilization of Motivational Interviewing techniques as appropriate to facilitate ongoing engagement and motivation to enroll in intensive residential services.

d. Provision of Interim Services either directly or through referral to clients/participants on the intensive residential treatment waitlist, including but not limited to:

i. Human Immunodeficiency Virus (HIV) Risk Reduction counseling;
ii. HIV and Hepatitis C Virus (HCV) Testing;
iii. Education about risk of needle sharing that includes transmissions;
iv. Education on steps to be taken to not transmit HIV or Tuberculosis (TB);
v. Sexually Transmitted Infection (STI) testing;
vi. Prenatal care (if pregnant);
vii. TB screening/treatment;
viii. Services essential for basic human needs such as housing and healthcare;
ix. Educational or employment needs, including skills training;
x. Substance use education;

xi. Social supports, self-help groups, mental and physical health and education programs and services;
xii. Parenting classes, access to appropriate pediatric medical care, including well-child visits and developmental screenings;
xiii. Referrals to alternative activities to promote healthy lifestyles and family bonding;
xiv. Recovery support services;
xv. Community support services and education for overdose prevention and reversal; and
xvi. Tobacco cession education for emerging tobacco/nicotine products.

e. Coordination of transportation for the client/participant and client's/participant's family as appropriate.

f. Coordination of services to address the needs of a dependent child as appropriate to assist parent/guardian in preparation of treatment admission.

g. Coordination with state and community referral agencies (e.g., Department of Family Protective Services [DFPS], Texas Department of Criminal Justice) to assist with admissions into residential services.

3. *During Treatment Services*

Grantee shall ensure for clients who have been admitted to intensive residential services:

a. Documentation in CMBHS includes at minimum:
   i. All services and referrals with completion and follow-up dates;
   ii. Weekly communication with the client;
   iii. Case Management services, in case management progress notes;
   iv. All problems identified in the client's treatment plan that require referrals for community services; and
   v. For discharged clients, treatment plan goals must be addressed and in closed and complete status.

b. Coordination of CCMS services in alignment with the treatment team to avoid duplication of services.

c. That clients are properly informed of and referred to community services by:
   i. Introducing clients to post-discharge community recovery support services regardless of whether they completed treatment; and
   ii. Facilitating information-sharing and referrals prior to client discharge from intensive residential services.

4. *Post-Treatment Services*

Grantee shall ensure for clients who have been discharged from intensive residential services:

a. That CMBHS discharge follow-up is completed on CCMS clients as stated in TAC:

i. No sooner than 60 calendar Days; and

ii. No later than 90 calendar Days after discharge.

b. That the CMBHS discharge assessment provides information on the post-treatment services and documents if the client is enrolled in services listed in the discharge assessment.

5. *Financial Assistance*

a. Grantee must accept cost reimbursement funding based on reasonable, actual, allowable, and allocable costs incurred on a monthly basis, supported by adequate documentation, and submitted in a timely manner. No additional payments shall be rendered unless an advanced payment is approved.

b. Grantee shall adhere to the allowable costs detailed in the approved CCMS cost reimbursement budget, in accordance with Attachment B, Fiscal Requirements.

c. Grantee must ensure the total cost of CCMS client/participant-centered supplies and assistance for CCMS recipients does not exceed ten percent (10%) of the FY funding amount.

d. Grantee shall provide necessary supplies and basic needs items for clients enrolled in intensive residential substance use treatment services, which may include but are not limited to prescription medications, reading glasses, hearing needs, hygiene supplies, clothing, or educational items, and provide assistance with recovery housing and transportation which includes but is not limited to bus passes, rails, taxi, and ride sharing. Payment must be paid directly to transportation vendor.

e. Recovery houses eligible for System Agency funds require the recovery house to be certified by the National Alliance for Recovery Residences (NARR) or charted by Oxford House, Inc.Payment for recovery housing must be paid directly to the housing vendor..

f. Grantee shall not use System Agency funds to purchase opioid overdose reversal medications, including naloxone, unless prior written approval is obtained from the System Agency. Grantee shall acquire such medications through the System Agency's designated distributor or through alternative funding sources not associated with this contract.

g. Ensure financial assistance shall not exceed $250.00 per person per fiscal year. Should there be extenuating circumstances and client needs are anticipated to exceed this threshold, Grantee must submit a request for an exception with clear justification. Written approval must be received prior to making any purchase that would exceed the $250.00 limit. Submit via CMBHS using the following naming convention: Financial Assistance Exception Request.

h. Develop and implement a written policy for how case management staff request assistance for a CCMS client and how request shall be approved and tracked. Maintain and document all financial assistance which shall be provided to System Agency upon request. At a minimum documentation shall include:
   i. Date provided;
   ii. Dollar amount;
   iii. Item purchased;
   iv. Brief justification for purchase; and
   v. Client identifier
   vi. Description of how funds were not used for assistance to a client if other funding resources are available for the proposed purpose.
   vii. Assurance that cash was never provided directly to a client.

X. DELIVERABLES AND REPORTING REQUIREMENT

1. Grantee shall use System Agency system to submit all deliverables to CMBHS and/or any alternative method required by System Agency. Grantee is required to maintain access to required systems or platforms for the term of this Grant Agreement.

2. Grantee shall ensure all email communications include the following information in the subject line: Contract Number and legal entity name.

3. Grantee shall submit all invoices and reports through the CMBHS system in accordance with the grant agreement, unless otherwise noted.

4. System Agency shall monitor Grantee's performance of the requirements in this Attachment A and compliance with the grant agreement's terms and conditions.

5. Grantee's duty to submit documents will survive the termination or expiration of this grant agreement.

6. Grantee must comply when System Agency may require additional deliverables in accordance with federal and/or state requirements.

7. If the due date is on a weekend or holiday, the due date is the next business day.

8. Grantee shall submit the following reports by the noted due dates and methods:

Requirement	Deliverable	Due Date	Submission Method	Naming Convention
Attachment A Section IV	Quarterly Activity Reports	Each FY Q1: December 15th Q2: March 15th Q3: June 15th Q4: September 15th	CMBHS	FY2X QX Quarterly Activity Report
Attachment A Section IV	Quality Management Monitoring Activities Report	Each FY September 15th	CMBHS	FY2X QM Monitoring Activity Report
Attachment A-1	Performance Measures	The 15th day of the month following the month being reported	CMBHS	FY2X Month Performance Measure
Attachment B	FY26 Categorical Budget	September 1st	CMBHS	FY2X Categorical Budget
Attachment A-2	Security Attestation Form and List of Authorized Users	Each FY September 15th March 15th	CMBHS	FY2X Sept CMBHS Attestation Form FY2X Mar CMBHS Attestation Form
Attachment A-2	Contract Contact Certifications	Each FY September 15th March 15th	CMBHS	N/A
Attachment B	Financial Status Report (FSR)	FY27-30: Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS	FY2X QX FSR
Attachment B	Consolidated Income Statement and Balance Sheet	Each FY January 4th	CMBHS	FY2X Financial Statement
Attachment B	FY Close-out	FY26-30 October 15th	CMBHS	FY2X Close Out

XI. PERFORMANCE MEASURE DEFINITIONS AND GUIDANCE

Grantee shall adhere to the performance measure requirements documented in **ATTACHMENT A-1: PERFORMANCE AND OUTCOME MEASURES AND DEFINITIONS.**

XII. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES REQUIREMENTS

Grantee shall adhere to the **Attachment A-2, CMBHS Requirements.**

ATTACHMENT A-1
PERFORMANCE AND OUTCOME MEASURES REQUIREMENTS
Revised (July 2026)

Section I: Performance Measures and Definitions

A. Comprehensive Case Management Services (CCMS) Performance Measures and Definition requirements.

1. System Agency will analyze data in CMBHS to determine compliance with performance measures by the last business day of the month following the end of the quarter.
2. Grantee is responsible for the measures in **Attachment A-1;** and Grantee shall provide the measures in accordance with the deadlines in **Attachment A.**
3. Grantee's performance will be measured in part on the achievement of the key performance measures stated below.
4. The quarterly performance measures are set at the minimum required standard and subject to change by System Agency.
5. The minimum quarterly performance measures for the CCMS Program are provided below:

	Measure	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Annual Goals
1	Number of new unduplicated CCMS clients served (open cases)	344	344	344	345	1377
2	Number of new unduplicated CCMS clients admitted to treatment	206	206	207	207	826

6. The performance measure definitions are as follows:

A. **Number of new unduplicated CCMS clients served (open cases).**
   1. Number of new unduplicated CCMS clients with an open case during the reporting quarter.

B. **Number of new unduplicated CCMS clients admitted to treatment**.
   1. Number of new unduplicated CCMS clients with an Admission and an open case, which was opened at least one calendar day prior to the date listed on the Admission.

Section II. Outcome Measures and Definitions

A. Comprehensive Case Management Services (CCMS) Outcome Measures and Definition requirements.

ATTACHMENT A-1
PERFORMANCE AND OUTCOME MEASURES REQUIREMENTS
Revised (July 2026)

1. The quarterly outcome measures for the CCMS Program are provided below:

	CCMS Outcome Measures	Target
1	Percent of open CCMS cases admitted to intensive residential treatment	60%
2	Percent of CCMS clients admitted to intensive residential treatment that completed intensive residential treatment	60%
3	Percent admitted to/involved in ongoing treatment/recovery episode (supportive residential, outpatient, 12-step groups, and other RSS)	95%
4	Percentage of CCMS clients discharged to stable housing	85%
5	Percentage of CCMS clients with a minimum of one referral	100%

2. The quarterly outcomes measure definitions are as follows:

A. **Percent of open CCMS cases admitted to intensive residential treatment:**

1. Numerator – System Agency funded Clients with a Service Begin for any intensive residential service type for which:
   a. The intensive residential service begin date is at least one calendar day after the CCMS open case date.

2. Denominator- The denominator is the total number of System Agency-funded clients with a CCMS open case for Service Management, excluding those who are already actively enrolled in intensive residential services on or before the date the case was opened.

B. **Percent of CCMS clients admitted to intensive residential treatment that completed intensive residential treatment:**

1. Numerator – The total number of System Agency-funded clients who ended an intensive residential service during the fiscal year to date, had an active CCMS care during their treatment episode and:

   a. The intensive residential Service End was placed in Closed Complete status for which the service end reason is NOT any of the following:
      i. None selected
      ii. Left against professional advice
      iii. Discharged without completing service

iv. Non-compliant with service
v. Other

b. Denominator – The total number of System Agency-funded clients who ended an intensive residential service during the fiscal year to date and had an active CCMS case during their treatment episode.

C. **Percent admitted to/involved in ongoing treatment/recovery (supportive residential, outpatient, 12-step groups, and other RSS):**

1. Numerator – The total number of System Agency funded Clients who ended an intensive residential service during the fiscal year to date and had an active CCMS case during their treatment episode for which:
   a. Clients will have been counted as completers.
   b. Clients will have been admitted to, or started in, another level of service or be listed as attended a self-help or support group in the "Current Social Status" section of the "Family & Social" tab of the service end or discharge assessment.
   c. This measure checks statewide to determine whether the client had a service begin for another level of care at any provider in CMBHS.
   d. The provider also receives credit if, on the service end of discharge assessment, the answer to the question, "In the past 30 calendar days, how many times have you attended self-help groups (e.g., AA, NA)?" or "In the past 30 calendar days, how many times have you attended a community support group?" is greater than 0.

2. Denominator – The denominator is the total number of System Agency-funded clients who ended an intensive residential service during the fiscal year to date, were counted as completers, and had an active CCMS case during their treatment episode.

D. **Percentage of CCMS clients discharged to stable housing:**

1. Numerator – The total number of System Agency-funded Clients who ended an intensive residential service during the fiscal year to date and had an active CCMS case during their treatment episode for which:
   a. Clients will have been counted as completers and;
   b. The client's current Living Situation, on the "Family and Social Tab" of the SUD Assessment or Discharge Assessment is *NOT* listed as "Homeless" or "Unstable Housing".

2. Denominator – The denominator is the total number of System Agency-funded clients who ended an intensive residential service during the fiscal year to date, were counted as completers, and had an active CCMS case during their treatment episode.

E. **Percentage of CCMS clients with a minimum of one referral:**

1. Numerator – System Agency funded Clients with a CCMS open case for Service Management for which:
   a. A referral placed in Closed Complete status for which one of the following referral types is selected:
      i. Employment/Education Services
      ii. Financial Assistance
      iii. Household Assistance (food, clothing, utilities)
      iv. LTSS
      v. Legal Assistance
      vi. Medical/Health Services
      vii. Mental Health Treatment (Inpatient)
      viii. Mental Health treatment (Outpatient)
      ix. Other
      x. Recovery Support Services
      xi. Services for Family
      xii. Substance Use Treatment
      xiii. Substance Use Treatment – MOU
   b. The referral was completed by the CCMS agency during the client's CCMS case.

2. Denominator - The denominator is the total number of System Agency-funded clients with a CCMS open case for Service Management.

ATTACHMENT B
FISCAL REQUIREMENTS
Revised (July 2026)

Grantee shall ensure compliance with the fiscal requirements of the Grant Agreement, as follows:

A. Funding Source.

The Grant Agreement is funded from the United States Health & Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Substance Use Prevention, Treatment and Recovery Services (SUPTRS), Assistance Listing Number (ALN) 93.959 and System Agency General Revenue.

B. Federal and State Compliance.

Grantee shall comply with the following:

1. **Code of Federal Regulations (CFR)** SUPTRS Block Grant: 45 CFR Part 96, Subpart C — 45 CFR Part 96; and Federal Uniform Grant Guidance for Title 2, Grants and Agreements, Subtitle A — Office of Management and Budget Guidance, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards — https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance.
2. **Grant Requirements** Compliance with System Agency grant requirements located at: https://www.hhs.texas.gov/business/grants.
3. **Federal Funding Accountability and Transparency Act (FFATA)** Compliance with all FFATA reporting requirements.
4. **Indirect Cost Rates** Compliance with all applicable indirect cost rate requirements.
5. **Texas Grant Management Standards (TxGMS)** Compliance with Texas Grant Management Standards located at the Texas Comptroller of Public Accounts: https://comptroller.texas.gov/purchasing/grant-management/.

C. Funding Allocations.

1. The System Agency share and match allocations for the Grant Agreement, State Fiscal Years, are documented in the Contract Signature Page Document, Section V: Budget and Indirect Cost Rate.
2. Grantee shall access the **Transactions List** report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.
3. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Grant Agreement.

D. Categorical Budget.

1. The **Attachment B-1, Approved Categorical Budget** documents all approved and allowable expenditures. Grantee shall only utilize the funding detailed in the approved cost reimbursement budget for approved and allowable costs in accordance with 2 CFR Part 200, TxGMS, and this Grant Agreement.
2. If needed, Grantee may revise Attachment B-1, Approved Categorical Budget through the Budget Program Adjustment (BPA) process. The requirements for revising the budget allocation for each Program are as follows:
   a. **Out-of-State Travel.** Grantee must submit out-of-state travel requests not documented in Attachment B-1, Approved Categorical Budget, at least ninety (90) days prior to the planned travel. System Agency will provide written notification if the request is approved. Grantee must receive prior written approval for any out-of-state travel expenses.
   b. **Direct Cost Category Variances (no change to total contract value) due by May 31st.** Grantee may request revisions to the Approved Categorical Budget direct categories that exceed the System Agency ten percent **(10%)** variance requirement, excluding "Equipment" and "Indirect Cost," no later than May 31st. This change is considered a unilateral change in accordance with **Attachment D: HHS Uniform Terms and Conditions**; Article XI: General Provisions, Section 11.7, Change in Laws and Compliance with Laws, and does not require a bilateral amendment. System Agency will provide written notification of approval or denial. Budget revisions are not authorized, and funds cannot be utilized until Grantee receives written approval.
   c. **Transfer of Funds Between Programs (no change to total contract value) — due by May 31st.** Grantee may request transferring funds between awarded Programs without changes to the total contract value no later than May 31st. This change is considered a unilateral change in accordance with **Attachment D: HHS Uniform Terms and Conditions**; Article XI: General Provisions, Section 11.7, Change in Laws and Compliance with Laws, and does not require a bilateral amendment. System Agency will provide written notification of approval or denial. Budget revisions are not authorized, and funds cannot be utilized until Grantee receives written approval.
   d. **Equipment, Indirect Cost, or Total Contract Value Changes — due by March 1st.** Grantee may revise the Approved Categorical Budget "Equipment" and/or "Indirect Cost" categories, and/or request a change to the total contract value, no later than March 1st. A formal Amendment is required for these changes.

If the revision is approved, the budget revision is not authorized, and funds cannot be utilized until the Amendment is executed and signed by both parties.

3. System Agency will review each BPA request to determine allowability and will communicate approval or denial in writing. The estimated timeline for System Agency review is thirty (30) calendar days from receipt of a completed form.

E. Program Income and Match.

1. Required match each fiscal year is documented on the Contract Signature Page, Section V.
2. The contract requires a five percent (5%) match contribution from the Grantee. The 5% matching contribution is based on actual expenditures, up to the full amount documented in Section V: Budget and Indirect Cost Rate of the Contract Signature Page Document, provided the Grantee expends 100% of the grant funds. The required match must be met proportionally to expenditures and fully satisfied with the final invoice submission.
3. Grantee shall adhere to the Program Income requirements in the Texas Grants Management Standards (TxGMS).
4. Grantee shall not use program income as match without prior written approval of the Contract Manager assigned to the Grant Agreement.
5. If the match ratio requirement is not met, System Agency may withhold or reduce payments to satisfy the match insufficiency or demand a refund in the amount of the match insufficiency.
6. Match and non-required contributions to a program may not be applied to offset overages to indirect costs.
7. Indirect cost overages in excess of the approved indirect cost rate are not allowable and must be absorbed by the Grantee. Required or voluntary match may not be used to offset such overages.

F. Invoice and Expenditure Reporting Requirements.

1. Grantee shall submit monthly invoices to the System Agency utilizing the CMBHS system by the 15th of the following month. The invoice shall document the expenditures to be reimbursed for the previous month's activities.
2. Grantee must attach a general ledger to each monthly invoice for each program in CMBHS. The general ledger must document the expenditures for each cost category to illustrate that spending aligns with the approved Categorical Budget. The general ledger must be submitted in Excel format and must include transaction-level detail sufficient to identify cost category, funding source, date, amount, and description.

3. Effective September 1, 2026, Grantee shall submit quarterly Financial Status Report (FSR) in CMBHS to document all expenditures, for each Program ID receiving funding. Grantee shall attach the FSR to General Ledger Worksheet to each FSR submission. FSR to General Ledger Worksheet shall provide an analysis of the general ledger by documenting the expenses into the cost reimbursement budget category. The Worksheet shall be completed on the System Agency template. Match and program income are reported on each Programs Financial Status Report (FSR). System Agency requires description, funding source, and dollar amount in the comments section of the FSR for match and program income.
4. Except as indicated by the CMBHS system financial eligibility assessment, Grantee shall accept reimbursement or payment from the System Agency as payment in full for services or goods provided to clients or participants. Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

G. Consolidated Income Statement and Balance Sheet

1. The Grantee's financial fiscal year ends on **08/31.** This date determines the due date for the financial statement deliverable.
2. Grantee shall provide the fiscal year financial statements, which include the Consolidated Income Statement and Balance Sheet (Statement of Net Position), by **March 1st** (six months after the Grantee's fiscal year end date).
3. System Agency will evaluate Grantee's financial statements to determine financial viability to provide the services of the awarded Grant Agreement. System Agency may request additional deliverables to determine financial viability. Grantee shall provide all requested deliverables by the stated deadline.

H. Closeout.

1. Grantee shall submit annual Grant Agreement Closeout documentation each fiscal year. Annual Closeout documentation is due on **October 15th**.
2. The final Grant Agreement Closeout is due within **forty-five (45) calendar days** after the Grant Agreement end date.

Budget Summary

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300003
Program ID:	Comprensive Case Management
Region	3

Budget Categories

Budget Categories	System Agency Funds Requested	Cash Match	Non System Agency funds	Category Total
Personnel		$0.00	$0.00	$0.00
Fringe Benefits		$0.00	$0.00	$0.00
Travel		$0.00	$0.00	$0.00
Equipment		$0.00	$0.00	$0.00
Supplies		$0.00	$0.00	$0.00
Contractual	$1,341,930.00	$0.00	$73,806.00	$1,415,736.00
Other		$0.00	$0.00	$0.00
Total Direct Costs	$1,341,930.00	$0.00	$73,806.00	**$1,415,736.00**
Indirect Costs	$134,193.00	$0.00	$0.00	$134,193.00
Totals	**$1,476,123.00**	**$0.00**	**$73,806.00**	**$1,549,929.00**

Subcontracting

Subcontracting Percentage: 95.9%

Rev. 4/18

Match Contributions

Required Match Percentage: 5%

Calculated Match Percentage: 5%

Required Match Amount: $73,806.15

Calculated Match Amount: $73,806.00 **Required Match for contract ha**

Source of Cash Match Funds

Source of In Kind Match Funds

TBD - These services will be provided by one of the contractors listed under Contractual and by Other NTBHA providers

Program Income

Projected Earnings

Source of Earnings

Non System Agency Funding

Direct Federal Funds:	$1,476,123.00
Other State Agency Funds:	$0.00
Local Funding Sources:	$0.00
Other Funds:	$73,806.00
Total Projected Non-System Agency Funding:	$1,549,929.00

Personnel Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	**HHS001650300003**
Program ID:	Comprensive Case Management
Region:	3
Fiscal Year:	FY2026
Total Contract Value (System Agency+Match)	$1,549,929.00
Date Submitted to HHSC:	8/11/2026

Personnel

Functional Title	Justification	Existing	Proposed	Vacant	Total FTE's	Total Avg Monthly Salary/Wage	Number of Months	Funding Source	Salary / Wages Requested for Project
					0				-
					0				-
					0				-
					0				-
					0				-
					0				-
					0				-
					0				-
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					0				-
					0				-
					0				-
					0				-
					0				-
Cash Total									-

In Kind Match Total	-
Salary Wage Total	-

Fringe Benefits

Enter either the percentage or cash amount

Total Fringe Benefit %:	10.00%
or Total Fringe Benefit $	

Fringe Benefit Amounts

Cash:	$0.00
In Kind Match:	$0.00
Fringe Benefits Total:	$0.00

List the types of costs that comprise your organization's fringe benefits

Travel Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300003
Program ID:	Comprensive Case Management

Indicate Policy Used

◉ Organization's Travel Policy *

○ State of Texas Travel Policy

* Include travel policy in renewal response if using Organization's travel policy

Conference / Workshop Travel Costs

Description of Conference / Workshop	Justification	Location City/State	Number of Days	Number of Employees	Total Auto Mileage Cost	Airfare	Meals	Lodging	Other Costs	Funding Source	Total
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
Total Cash for Conference / Workshop											$0.00
Total In Kind Match for Conference / Workshop											$0.00
Total for Conference / Workshop Travel											$0.00

Other / Local Travel Costs

Justification	Mileage Reimbursement Rate	Number of Miles	Mileage Cost	Other Costs	Funding Source	Total Cost
			$0			$0.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
Total Cash for Other / Local Travel						$0.00
Total In Kind Match for Other / Local Travel						$0.00
Total for Other / Local Travel						$0.00

Cash Total	$0.00
In Kind Match Total	$0.00
Total Travel Costs:	$0.00

Equipment Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300003
Program ID:	Comprensive Case Management

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Funding Source	Total Cost
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Cash Total					**$0.00**
In Kind Match Total					**$0.00**
Total Amount Requested for Equipment					**$0.00**

Supplies Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300003
Program ID:	Comprensive Case Management

Description of Item	Purpose & Justification	Funding Source	Total Cost
Cash Total			$ -
In Kind Match Total			$ -
Total Amount Requested for Supplies			$ -

Contractual Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300003
Program ID:	Comprensive Case Management

Contractor	Type	Description of Services	Justification	Payment Basis	Payment Rate	Number of Payments	Funding Source	Total Cost
Homeward Bound	Vendor	Provide Comprehensive Case Management Services to individuals eligible for intensive residential services to reduce barriers to treatment, enhance motivation, encourage treatment retention and strengthen resources for recovery and providing referrals & linkage to appropriate services allowing for individuals to focus and remain engaged in long-term recovery.		Lump Sum	$425,013	1	Cash	$425,013.00
Nexus	Vendor	Provide Comprehensive Case Management Services to individuals eligible for intensive residential services to reduce barriers to treatment, enhance motivation, encourage treatment retention and strengthen resources for recovery and providing referrals & linkage to appropriate services allowing for individuals to focus and remain engaged in long-term recovery.		Lump Sum	$763,785	1	Cash	$763,785.00
Cenikor	Vendor	Provide Comprehensive Case Management Services to individuals eligible for intensive residential services to reduce barriers to treatment, enhance motivation, encourage treatment retention and strengthen resources for recovery and providing referrals & linkage to appropriate services allowing for individuals to focus and remain engaged in long-term recovery.		Lump Sum	$153,132	1	Cash	$153,132.00
TBD	TBD	Provide Comprehensive Case Management Services to individuals eligible for intensive residential services to reduce barriers to treatment, enhance motivation, encourage treatment retention and strengthen resources for recovery and providing referrals & linkage to appropriate services allowing for individuals to focus and remain engaged in long-term recovery.	These services will be provided by one of the contractors listed above and by Other NTBHA providers.	Lump Sum	$73,806	1	Non System Agency funds	$73,806.00
Cash Total								**$1,341,930.00**
In Kind Match Total								**$73,806.00**
Total Amount Requested for Contractual								**$1,415,736.00**

Other Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300003
Program ID:	Comprensive Case Management

Description of Item	Purpose & Justification	Funding Source	Total Cost
Cash Total			**$0.00**
In Kind Match Total			**$0.00**
Total Amount Requested for Other			**$0.00**

Indirect Category Detail

Organization Name:	North Texas Behavioral Health Authority
Contract Number:	HHS001650300003
Program ID:	Comprensive Case Management

Indirect Cost Basis

Selection

○ **Governmental Entity Using a Central Service Cost Rate or Indirect Cost Rate**

The organization's current Central Service Cost Rate or Indirect Cost Rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach copy of approved Rate Agreement or Certification of Cost Allocation Plan or Certification of Indirect Costs. City and County Governments with a Central Service Cost Rate should also complete the "Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan" section for the indirect costs of the City/County Department (e.g. Health Department) that System Agency is contracting with.

Rate

Type

Base

Type of Costs Included in the Rate

◉ **Non Governmental Entity Using Indirect Cost Rate**

The organization's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

Rate

10%

Base

Type of Costs Included in the Rate

NTBHA has an approved De Minis Indirect Cost Rate. The Federal Government increased the De Minis rate from 10% to 15% effective 10/1/2024. NTBHA has elected to use the 10% De Minimus rate.

○ **Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan**

allocation plan

submitted to System Agency within 60 days of the contract start date. The CFPM is available on the following internet web link:
http://www.System Agency.state.tx.us/contracts/

Types of Costs

Allocation Base

Indirect Costs

Cash:	$134,193.00
Non System Agency Funds:	
Total Indirect Costs:	$134,193.00

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: **519-2026 Ratify Be Well Texas Office-Based Treatment (OBT) Services Contract (180220/42943/OBT-22) for FY2027 – FY2029**

DATE: **September 9, 2026**

STATE OF TEXAS **}**

COUNTY OF DALLAS **}**

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 9th day of September 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 Office-Based Treatment (OBT) Services Contract for FY2027 – FY2029 (180220/42943/OBT-22).

DONE IN OPEN MEETING this 9th day of September 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

NTBHA
North Texas Behavioral Health Authority

BOARD OF DIRECTORS MEETING
Summary

DATE: September 9, 2026

AGENDA ITEM 15: Resolution 519-2026 – Ratify Be Well Texas Office-Based Treatment (OBT) Services Contract ("180220/42943/OBT-22") for FY2027 – FY2029

RECOMMENDATION/MOTION:
Request for Board to Ratify NTBHA CEO, Carol Lucky, signature on Contract No. 180220/42943/OBT-22, the Office-Based Treatment (OBT) Services Contract with Be Well, Texas.

BACKGROUND:
To ensure the provision of office-based treatment (OBT) services to alleviate the adverse physiological effects of withdrawal from the use of opioids as required to meet the individualized needs of the client with opioid use disorder (OUD) through the provision of buprenorphine and extended-release injectable naltrexone in combination with counseling and behavioral therapies.

UPDATES:
New Be Well Texas OBT service agreement effective as of September 1, 2026, and expiring on August 31, 2029 ("FY27-FY29").

FINANCIAL INFORMATION:
No financial changes were made. The total not-to-exceed amount remains at level funding over previous terms. No Matching Funds are required for this Contract.

Contract Term	Funded Capacity	Total Value
9/1/2026 – 8/31/2029	55	$721,603.14

LOCAL SERVICE AREA:
Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall Counties.

IMPLEMENTATION SCHEDULE:
Upon ratification by the NTBHA board.

ATTACHMENTS:
15. *BWT_OBT_PSAgreement FY27-FY29 ~ NTBHA*

PRESENTED BY:
Carol E. Lucky, Chief Executive Officer

ALIGNS WITH VISIONS:

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.

AGREEMENT NUMBER: 180220 / 42943 / OBT-22

PURCHASED SERVICES AGREEMENT
Office-Based Treatment (OBT) Services

This Purchased Services Agreement (hereinafter "Agreement") is entered to specify the terms and conditions under which The University of Texas Health Science Center at San Antonio (hereinafter "UTHSA") shall purchase services from North Texas Behavioral Health Authority (hereinafter "Provider") in support of UTHSA's project entitled "Office-Based Treatment (OBT) Services" (hereinafter "Initiative"). Funds from this appropriation were awarded to the Texas Health and Human Services Commission (HHSC). Funding for this project is made available from the Texas Health and Human Services Commission (hereinafter "system agency") under HHS001646500001.

1. **Term of Performance.** This Agreement term is from September 1, 2026 through August 31, 2029, with eligible expenditures allowed from September 1, 2026 through August 31, 2029.

2. **Statement of Work.** Provider will be providing all the necessary qualified personnel, equipment, materials and facilities to accomplish the services as set forth attached hereto and incorporated herein with the Statement of Work (Attachment A).

3. **Termination.** This Agreement may be terminated in whole or in part in any of the following cases: a) by either party upon thirty (30) days prior written notice; b) by either party if the other party materially fails to comply with the terms and conditions of this Agreement; or c) by either party without prior notice when such action is necessary to protect the safety of patients.

4. **Consideration and Payment.** Provider shall submit billable medication service notes and/or billable progress notes 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 utilizing the established unit rates. Final deadline to submit billable medication service notes and/or billable progress notes through CMBHS will be no later than September 5, 2027. Additional information regarding Consideration and Payment is outlined in Attachment B, Program Services and Unit Rates.

5. **Reports.** Provider shall submit reports as specified in the Statement of Work (Attachment A), attached hereto and incorporated herein. In addition, Provider may be asked to furnish other reports, at such time and in such form, as reasonably requested by UTHSA during the term of this Agreement.

6. **Right to Access**. Provider shall allow UT Health, Texas Health and Human Services, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed and the right to audit the Provider in accordance with §200.300 of the OMB Uniform Guidance.

7. **Publications, Copyrights, and Confidentiality.** No party shall, without the prior written consent of the other party, use in advertising, publicity, or otherwise, the name, trademark, logo, symbol, or other image of the other party, its employees or agents, including without limitation, any of such relating to UTHSA and Provider. Provider (including its employees, agents, and representatives) shall not issue or disseminate any press release or statement, nor initiate any communication of information regarding this initiative (written or oral) to the communications media without the prior written consent of UTHSA.

   Disclosure of information the parties wish to remain confidential and proprietary information (hereinafter collectively, "Confidential Information") directly pertaining to the project is in confidence and thus the Parties agree to:

   a. (1) Not disclose the Confidential Information, as defined above, to any other person and (2) use at least the same degree of care to maintain the Confidential Information as the Receiving Party uses in maintaining its own confidential information, but always at least a reasonable degree of care;
   b. Use the Confidential Information only for the Purpose;
   c. Restrict disclosure of the Confidential Information solely to those employees of the Receiving Party having a need to know such Confidential Information in order to accomplish the Purpose;
   d. Advise each such employee, before he or she receives access to the Confidential Information, of the obligations of the Parties under this Agreement, and require each such employee to maintain those obligations. The Confidential Information may be communicated to the University's scientific and/or institutional review committee(s) under a similar, appropriate understanding of the confidential and/or proprietary nature of the Confidential Information supplied and to further the Purpose.
   e. Within fifteen (15) days following written request of the Disclosing Party return to the Disclosing Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Confidential Information which was provided by the Disclosing Party, or confirm to Disclosing Party, in writing, the destruction of such materials. The Parties shall have the right to retain one (1) copy in a secure location for the sole purpose of determining any continuing obligations of confidentiality under this Agreement. This Agreement imposes no obligation on the Receiving Party with respect to any portion of the Confidential Information received from the Disclosing Party which (a) was known to Receiving Party prior to disclosure by Disclosing Party, (b) is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality, (c) is or becomes generally known or publicly available other than by unauthorized disclosure, (d) is independently developed by Receiving Party, (e) is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party, or (f) is not disclosed in writing or

reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure. In addition, a Party may disclose to third parties Confidential Information of the other Party to the minimal extent such disclosure is required to comply with law or regulation, provided that to the extent possible the Party required to make such disclosure shall notify disclosing Party and assert or allow disclosing Party to assert any exclusions or exemptions that may be available to it and/or seek a protective order with respect thereto. The Confidential Information provided by the Disclosing Party shall remain the sole property of Disclosing Party.

8. **Patents and Intellectual Property.** Ideas, know-how, data (including initiative results), and other intellectual property generated under this Agreement shall be the sole and exclusive property of UTHSA and inventorship shall be determined in accordance with U.S. Patent laws. Provider shall also grant to UTHSA an irrevocable, royalty-free, worldwide, non-exclusive license to each invention for which it is unable to assign rights to UTHSA.

9. **HIPAA.** Provider shall be responsible for full compliance with all applicable HIPAA regulations. Provider shall collect, use, and disclose Protected Health Information, as defined in the HIPAA regulations. The Business Associate Agreement (BAA) agreement terms and conditions attached hereto as Attachment D are incorporated herein and must be signed and executed for non-covered entities. Covered entities are not required to execute Attachment D, but must mark they are a HIPPA covered entity in Attachment D. In the event of conflict between this agreement and Attachment D, Attachment D supersedes for all issues regarding Protected Health Information as defined in the BAA.

10. **Liability and Insurance.** Each party shall be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, agents, officers, or directors, to the extent allowed by law. Provider represents and certifies that it and its employees are covered by sufficient malpractice and general liability insurance, or program of self-insurance to fully perform their responsibilities hereunder.

11. **Debarment.** Provider certifies that it has not been debarred under the provisions of the Generic Drug Enforcement Act of 1992, or other applicable government regulations and Provider represents that, to the best of its knowledge after reasonable inquiry, its employees are not and have never been so debarred and that it will not use in any capacity, in connection with the services to be performed under this Agreement, any individual who has been so debarred.

12. **Federal Funding.** This Agreement is made with federal funds awarded to Provider, the following provisions are made a part of this Agreement, as applicable:
    a. Equal Employment Opportunity. Provider agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.E. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
    b. Copeland "Anti-kickback" Act (18 U.S.C. 874 and U.S.C. 276c). Provider will comply with Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Par 3, "Contractors and Sub-contractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient will be prohibited from inducing, by any means, any person employed in the construction,

completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Provider is bound to report all suspected or reported violations to the federal awarding agency.

c. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). Provider will comply with the Davis-Bacon Act (40 U.S.C. 276a- to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors will be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors will be required to pay wages not less than once a week. Should the Davis-Bacon Act apply to this Agreement, this Contract is conditioned upon the acceptance by Provider of the wage determination. Provider is bound to report all suspected or reported violations to the federal awarding agency.

d. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). University is bound to report violations to the federal awarding agency and the Regional Office of the Environmental Protection Agency.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Provider is required to file the required Anti-Lobbying Certification certifying that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.

f. EEOC and Veterans. Provider shall abide by the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and Provider's take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

13. **Independent Contractor.** Provider's relationship to UTHSA under this Agreement shall be that of an independent contractor and not an agent, joint venture, or partner of UTHSA and, as such, no employees, staff, or agents of Provider shall be entitled to any benefits applicable to employees of UTHSA.

14. **Boycotting Israel.** Pursuant to Chapter 2271, *Texas Government Code*, Provider certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

15. **Ethics Matters, No Financial Interest**. Provider and its employees, agents, representatives and subcontractors have read and understand UTHSA Conflicts of Interest Policy, UTHSA's Standards of Conduct Guide at https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide, and applicable state ethics laws and rules available at https://www.utsystem.edu/offices/systemwide-compliance/ethics. Neither Provider nor its employees, agents, representatives or subcontractors will assist or cause

UTHSA employees to violate UTHSA's Conflicts of Interest Policy, provisions described by UTHSA's Standards of Conduct Guide, or applicable state ethics laws or rules. Provider represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

16. **Subcontracting and Assignment.** This Agreement may not be subcontracted, assigned or transferred by either party without the prior written consent of the other.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any alterations, modification, or amendment to this Agreement must be in writing and signed by authorized officials of both parties. No changes in the Statement of Work will be made unless agreed upon by UTHSA and Provider.

18. **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted as follows:

To UTHSA:
For Technical Matters:
Cynthia Blaylock
The University of Texas Health Science Center at San Antonio
5109 Medical Drive
San Antonio, TX 78229
210-450-7119
blaylockc@uthscsa.edu

For Business Matters:
Chris G. Green, CPA
AVP Sponsored Programs
The University of Texas Health Science Center at San Antonio
7703 Floyd Curl Drive, MSC 7828
San Antonio, TX 78229
210-567-2340
grants@uthscsa.edu

To Provider:
For Technical Matters:
Name: Heath Frederick
Title: Senior Contracts Director
North Texas Behavioral Health Authority
8111 LBJ Fwy., Ste. 900
Dallas, TX 75251
Phone: (469) 523-0529
Email: hfrederick@ntbha.org

For Business Matters:
Name: Carol Lucky
Title: Chief Executive Officer
North Texas Behavioral Health Authority
8111 LBJ Fwy., Ste. 900
Dallas, TX 75251
Phone: 214-366-9407
Email: clucky@ntbha.org

The parties hereby accept and agree to this Agreement.

By: Chris G. Green
Digitally signed by Chris G. Green, CPA
Date: 2026.08.31 10:37:33 -05'00'
Chris G. Green, CPA
Assistant Vice President, Sponsored Programs
Date: 08/31/2026

By: Carol E. Lucky
Name: Carol Lucky
Title: Chief Executive Officer
Date: 8/28/2026

Attachments:

- **A. Statement of Work (SOW)**
- **A1. Outcome and Performance Measures**
- **B. Program Services and Unit Rates**
- **C. Data Use Agreement (DUA)**
- **D. Business Associate Agreement (BAA)**
- **E. Qualified Services Organization Agreement (QSOA)**
- **F. Clinical Use of Extended-Release Injectable Naltrexone in the Treatment of Opioid Use Disorder**

ATTACHMENT A
SCOPE OF GRANT PROJECT – OBT

I. PURPOSE

To ensure the provision of office-based treatment (OBT) services to alleviate the adverse physiological effects of withdrawal from the use of opioids as required to meet the individualized needs of the client with opioid use disorder (OUD) through the provision of buprenorphine and extended-release injectable naltrexone in combination with counseling and behavioral therapies.

II. TARGET POPULATION

Texas residents who meet financial criteria for Health and Human Services Commission (HHSC)-funded substance use disorder (SUD) services and have met the Diagnostic and Statistical Manual of Mental Disorders criteria for opioid use disorder.

III. GOALS

The program goals are to:

A. Implement service delivery models that enable the full spectrum of treatment that facilitates long-term recovery from opioid use disorders.

B. Increase access to FDA-approved medications for the treatment of opioid use disorder (OUD) for individuals in Office-Based Treatment (OBT) services.

IV. SERVICE AREA

Provider shall provide services to the SECTION II, TARGET POPULATION, in the HHS health region and counties documented, as follows:

Region: Statewide

To review counties within an HHS health region, refer to the below link for a list of counties within a region:
https://www.hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf

V. PROVIDER RESPONSIBILITIES

Providers shall:

A. Use the funds and associated billing codes provided through this Contract to subcontract adult outpatient, physician and pharmacy services.

B. Provide medications approved for office-based treatment of opioid use disorders along with providing counseling and behavioral therapy.

C. Maintain, throughout the duration of the Contract, of the provider organizations' certification and licensure compliance with applicable statutes, guidelines, and regulations related to outpatient treatment services and office-based treatment as adopted by HHSC, the Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Substance Abuse Treatment (CSAT), and the Drug Enforcement Agency (DEA).

D. Utilize and adhere to the most current Texas Health and Human Psychiatric Drug Formulary, including Reserve Drug Criteria and Audit Criteria, which can be found at:

https://www.hhs.texas.gov/providers/health-care-facilities-regulation/psychiatric-drug-formulary

E. Utilize the HHSC ATTACHMENT F, GUIDELINES FOR THE USE OF THE EXTENDED-RELEASE INJECTABLE NALTREXONE, as applicable.
F. Ensure Physician(s), Physician's Assistant(s) and Nurse Practitioner(s) providing OBT services:
    a. Maintain their licenses to practice medicine in good standing for the duration of the Contract; and
    b. Meet the Medication Access and Training Expansion (MATE) Act training Requirements as delineated in Public Law 117-328, Section 1263, Consolidated Appropriations Act, 2023.
G. Ensure that medical and clinical staff providing OBT services maintain compliance with rules adopted by HHSC related to medication and counseling treatment, and records management as required by SAMHSA and the Code of Federal Regulations (CFR).
H. Ensure that clinical staff providing direct OBT services maintain their professional license and are in compliance with professional rules adopted by HHSC as stated in Title 25 of the Texas Administrative Code (TAC), Chapter 562, Health Professions Regulation, Licensed Chemical Dependency Counselors (LCDCs) throughout the duration of the Contract.
I. Adhere to the Texas Targeted Opioid Response (TTOR) Brand Guidelines, ATTACHMENT A-6, TTOR BRAND GUIDELINES, V.3.0, for all communications. The TTOR Brand Guidelines provide a guide for the TTOR team and all TTOR-funded projects to ensure brand consistency. Provider may apply for an exception to be approved by Be Well Texas (BWTX), but at a minimum Provider shall utilize the approved voice, tone and logo described in the TTOR Brand Guidelines.
J. Ensure all project materials include the following attribution statement: "This project is supported by Texas Targeted Opioid Response, a public health initiative operated by the Texas Health and Human Services Commission through federal funding from the Substance Abuse and Mental Health Services Administration grant award number HHS001646500001."
K. Ensure all presentation and training materials include the following disclaimer: "The views expressed do not necessarily reflect the official policies of the Department of Health and Human Services or Texas Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. or Texas Government."
L. Ensure all public-facing project materials have been submitted to the Provider and submitted and approved by BWTX at least two weeks prior to publication. Public-facing materials include but are not limited to press releases, publications, reports, fact sheets, and advertisements. BWTX will provide guidance on the approval process and timeline.
M. Ensure that appropriate staff and subcontractors participate in HHSC & BWTX webinars, conference calls, and trainings at the specified dates, times, and locations as required by BWTX.
N. Ensure the establishment of a comprehensive resource network made up of community, health, and social service agencies serving or having interest in the target population.

Provider and subcontractors must engage and collaborate with community resources through written agreements defining the collaborative relationships, including:

a. HHSC-funded Treatment:
    i. Prevention
    ii. Recovery
    iii. Intervention
    iv. Mental Health
    v. Co-occurring psychiatric substance use disorders (COPSD) providers

b. Local Mental Health Authorities (LMHAs), and/or Local Behavioral Health Authorities (LBHAs) within Provider's Health & Human Services (HHS) Region and service area (https://resources.hhs.texas.gov/pages/find-services) including HHSC-funded providers or HHSC-funded Outreach, Screening, Assessment, and Referral (OSR) providers; and Local and regional health departments, local Federally Qualified Health Centers (FQHCs) and other primary care centers.
c. At BWTX discretion, Provider shall coordinate services with BWTX identified stakeholders to improve access to the continuum of services offered by the BWTX. Coordination may include, but is not limited to, scheduled meetings, collaboration on related initiatives, and service referrals.

O. Service Delivery
    a. Ensure that screening, assessment, and admission occurs in the following manner:
        i. If the client first presents either by phone or in person onsite, financial eligibility and screening must be documented. Screening must be conducted in a confidential, face-to-face interview unless there is documented justification for an interview by phone. The screening process in CMBHS must be used to determine the individual's needs and documentation of referral(s) to appropriate resources based on the screening. The screening must meet the requirements outline in TAC 26 §564.803(a)(b). Upload into CMBHS Proof of Income, Texas Residency or signed Attestation Form containing Proof of Income & Texas Residency information. The financial eligibility will be printed out, signed by client or legally authorized representative and staff.
        ii. A CMBHS Substance Use Disorder Update Assessment with the Client must be conducted and documented, six months after admission (service begin date in CMBHS) and then annually thereafter.
        iii. Individuals must be admitted based on the following: federal priority populations established for entering state-funded substance use disorder services, in accordance with 45 Code of Federal Regulations (CFR) §96.131:
            1. Pregnant injecting individuals must be admitted immediately;
            2. Pregnant individuals must be admitted immediately; and
            3. Injecting drug users must be admitted within 14 days.

iv. Admit individuals based on state priority populations established for entering state- funded substance use disorder services:
    1. Individuals identified as being at high risk of overdose must be admitted within 72 hours.
    2. Individuals referred by the Department of Family and Protective Services (DFPS) must be admitted within 72 hours;
    3. Individuals experiencing housing instability or homelessness will be admitted to requested services within 72 hours: and
    4. All other populations.
v. Ensure the following if subcontractor is unable to provide admission to individuals within these priority populations according to guidelines:
    1. Provider will coordinate with an alternate provider, such as OSAR and/or directly to funded providers (https://resources.hhs.texas.gov/pages/find-services) for immediate admission; and
    2. Provider will notify program services unit staff at TTOR@hhsc.state.tx.us and BeWellTx@uthscsa.edu Can Be Well Tx @uthscsa.edu be placed first ? immediately if unable to admit in the 72 hours timeframe, so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination with the Department of Family and Protective Services (DFPS) staff when appropriate.

P. Ensure compliance with the following throughout the duration of this Contract:
    a. A physician, physician assistant, or nurse practitioner that meets the MATE Act Training Requirements as delineated in Section 1263 of the Consolidated Appropriations Act, 2023, to provide patient evaluation and prescribing of buprenorphine. The agreement will include the following:
        i. Referral process to and from LMHAs/LBHAs and prescribing physician;
        ii. Communication and transfer of records to and from the physician to the licensed outpatient staff. Records may include, but are not limited to, the following:
            1. Admission notes from the physician with criteria met for office-based treatment (OBT);
            2. Urinalysis test/results;
            3. Medication orders to include milligrams, frequency, and duration; and
            4. Level of care determinations and frequency of outpatient counseling services.
        iii. Clinical data entry in CMBHS electronic medical record; and
        iv. Diversion control.

b. Physician, Physician Assistant, and Nurse Practitioner ensure OBT-approved client(s) receive evaluations and prescribe and administer extended-release injectable Naltrexone. The agreement shall include the following:
    i. Referral process to and from LMHAs/LBHAs and administering physician;
    ii. Communication and transfer of records to and from the physician to the licensed outpatient staff. Records may include, but are not limited to, the following:
        1. Admission notes from the physician with criteria met for office-based treatment (OBT);
            a. Urinalysis test/results;
            b. Medication orders;
            c. Level of care determination and frequency of outpatient counseling services.
    iii. Clinical data entry in CMBHS electronic medical record; and
c. A pharmacy that details the process of reimbursement for buprenorphine provision.

Q. Ensure the provision of Medication and Counseling Treatment which shall include individual and group counseling services, specialized female services when applicable, and behavioral therapies as well as medication, to include buprenorphine and/or extended- release injectable naltrexone, to treat moderate to severe opioid use disorder. Provider will refer all OBT clients to the prescribing and administrating physician and if applicable, referrals to the contracted pharmacy for the provision of buprenorphine.

R. Ensure the provision of Overdose Prevention and Reversal Education in the following manner:
    a. Overdose prevention education to clients on the waiting list.
    b. Overdose prevention education to all clients prior to discharge, including clients who received the overdose prevention education prior to admission;
    c. General overdose prevention and reversal education to all clients as a part of treatment education requirements to include education on how to access and administer naloxone;
    d. Overdose prevention activities with clients with opioid use disorders and those clients who use drugs intravenously to include:
        i. Education on overdose prevention and risk reduction strategies;
        ii. Education about and referral to HHSC-funded HIV Outreach services for clients with IV drug use history;
        iii. Education about and referral to HHSC-funded Pregnant Postpartum Intervention (PPI) services for pregnant clients, postpartum clients, and clients involved with Child Protective Services (CPS);
        iv. Referral to local community resources that work to reduce harm associated with high-risk behaviors associated with drug use; and
        v. For detailed guidance, please refer to SAMHSA's Opioid Overdose Prevention Tool Kit found at: Overdose Prevention and Response Toolkit | SAMHSA.

S. Ensure the following for pregnant women, injecting drug users, individuals at high risk for overdose, and individuals referred by the DFPS presenting for treatment:
    a. Immediate admission (within 72 hours);
    b. If unable to provide immediate admission to these populations, the notification must immediately be provided by Provider to the BWTX program services staff at TTOR@hhsc.state.tx.us & BeWellTx@uthscsa.edu so that assistance can be provided that ensures referral to an alternate provider for immediate admission.
    c. Implementation of policies and procedures that conform with HHSC's definition for waitlist and interim services.
    d. Report availability of capacity and waiting list information Monday through Friday through CMBHS and comply with procedures specified by BWTX.

T. Ensure authorizations for OBT Services:
    a. Occur in CMBHS prior to providing OBT services;
    b. Are not provided until the service has been authorized; and The Service Autorization has been approved.
    c. Are compliant with the HHSC approved policies and procedures.

U. Ensure interim services are provided or arranged for, including screening for tuberculosis, hepatitis B and C, sexually transmitted diseases (STDs), and Human Immunodeficiency Virus (HIV) and document in CMBHS.

V. Ensure monthly documentation in CMBHS for medication and counseling services, including, but not limited to:
    a. OBT-related activities and services in CMBHS. This information will assist BWTX in determining the number of clients served and the OBT-related services and activities provided by Provider;
    b. Informed consent form completion and upload to an administrative note and record clinical documentation in the client's CMBHS record, e.g. diagnostic tests such as the Clinical Institute Withdrawal Assessment or Beck Depression Inventory, physician orders, etc. Consent forms uploaded shall include Consent to Treatment and HHSC Opioid Informed Consent.

    c. Counseling services, medication provision, and overdose prevention education within seven business days of service delivery. Physician orders and medication provision;
    d. Outpatient SUD counseling services including individual, group, and psychoeducation;
    e. The needs of the client using the CMBHS assessment tool;
    f. The treatment plan is recorded in the client file within five individual service days from the service begin date which includes discharge criteria, and discharge plan; and
    g. If a client is discharged, Provider will identify a specific physician or authorized healthcare professional, as appropriate, to whom the client is being discharged. The name, address, and telephone number of the provider caring for the client after discharge are to be recorded in the client's CMBHS record.

W. Ensure staff providing OBT and/or counseling services maintain privacy and security controls related to confidential client information.
X. Within 90 calendar days of hire and prior to service delivery, ensure that clinical staff providing direct services have the training and expertise in:
    a. Motivational Enhancement Therapy (MET) or Motivational Interviewing (MI) techniques;
    b. Overdose prevention;
    c. Medication Assisted Treatment (MAT) Advocacy;
    d. Co-Occurring Psychiatric & Substance Use Disorders (COPSD);
    e. Trauma, abuse and neglect, violence, Post-Traumatic Stress Disorder (PTSD), and related conditions;
    f. Medicaid, Temporary Aid to Needy Families (TANF), and Children's Health Insurance Plan (CHIP) eligibility.
    g. Seeking Safety curriculum;
    h. Fetal Alcohol Spectrum Disorders (FASD);
    i. Cultural Competency, specifically including but not limited to gender and sexual identity and orientation; and
    j. Substance Use and Child Welfare by the National Center for Substance Abuse and Child Welfare, Tutorial 1: Understanding Child Welfare and the Dependency Court: A Guide for Substance Abuse Treatment Professionals.
    k. TCADA rules/Texas Administrative Code Chapter 564
    l. Facility Policies and Procedures
    m. Client Rights
    n. Client grievance procedures
    o. Confidentiality of client-identifying information (42 C.F.R. pt. 2; HIPAA)
    p. Standards of conduct
    q. Emergency and evacuation procedures
    r. CMBHS Trainings completed by staff prior to service delivery. (Cybersecurity and HHS Privacy trainings)
Y. Ensure program directors and/or medical directors participate in monthly conference calls as scheduled by Be Well Texas and/or HHSC to address programmatic, documentation, or testing issues.
Z. Ensure the following related to the Annual Survey:
    a. Completion of the Medications for Opioid Use Disorder (MOUD) Programs Opioid Treatment Services (OTS) annual survey.
    b. Use of the HHSC approved client satisfaction OTS annual survey template for collecting information from clients who have received MOUD Program services.
    c. Development and coordination of a process for collecting client survey data.
    d. Submission of results of client survey

VI. CONFERENCE CALLS

Provider shall:

A. Ensure essential staff (e.g. program directors, program administrators, clinicians, contract manager, and/or medical directors) participate in monthly Provider conference calls as scheduled by BWTX to address programmatic, documentation, or testing issues.
B. Additionally, BWTX may facilitate weekly and/or monthly conference calls with the Provider to review the Monthly Activity Report deliverables and to discuss all issues and/or concerns with implementing the scope of work.
C. Provider may be requested to participate in quarterly interviews with the BWTX evaluation and quality assurance department to discuss program implementation and process improvement.

VII. BWTX TRAINING AND TECHNICAL ASSISTANCE

A. Provider shall participate in a minimum of one (1) BWTX TxRx (Medications for Substance Use Disorder) Extension for Community Healthcare Outcomes (ECHO) per month-Online.
B. TxRx ECHO sessions are held on the second and fourth Thursday of each month, from 12:00-1:00 PM Central Time. Provider shall attend the TxRx ECHO as members of the learning network.
C. Participating staff members should include clinical care team members.
D. Provider will lead at least one (1) case presentation during the term of this Agreement. BWTX will ensure appropriate technical assistance in presenting this case presentation.
E. Provider will not be held responsible for attending any ECHO sessions cancelled by BWTX throughout the grant period or those that occur prior to the Provider's contract execution date.

VIII. PROGRAM AND QUALITY IMPROVEMENT EVALUATIONS

A. Provider shall complete evaluations for all training and technical assistance programs completed, including the TxRx ECHO, Texas Substance Use Symposium, and technical assistance. Provider will complete evaluations on or before the date indicated on individual evaluation forms and surveys.
B. BWTX Event Attendance
    i. Provider shall attend BWTX custom technical assistance or training events when determined by BWTX to be directly relevant for the provider and staff providing MOUD or related services. If it is not possible for the provider to attend, a video/audio recording will be made available.

IX. QUALITY MANAGEMENT REQUIREMENTS

Provider shall:

A. Provider shall comply with all applicable rules published in the Texas Administrative Code (TAC). Provider shall also comply with all applicable Texas Health and Safety Codes, including laws related to drug paraphernalia under Health & Safety Code Chapter 481.
B. All staff shall provide signed acknowledgement upon receiving a copy of the statement of work. The statement of work shall be discussed/reviewed with direct care staff.

C. All staff shall provide signed acknowledgment to ensure that they understand the SUD requirements and have reviewed all policies and procedures related to the program or organization on an annual basis.
D. The facility shall post a legible copy of the following documents in a prominent public location that is readily available to clients, visitors, and staff:
    i. the Client Bill of Rights (English)
    ii. the Client Bill of Rights (2nd language)
    iii. the Commission's current poster on reporting complaints and violations (English)
    iv. the Commission's current poster on reporting complaints and violations (2nd language)
    v. the client grievance procedure. (English)
    vi. the client grievance procedure (2nd language)
E. The facility shall have a certificate of occupancy from the local authority that reflects the current use by the occupant or documentation that the locality does not issue occupancy certificates.
F. The facility shall maintain current documentation of the organization's staffing structure, including lines of supervision and the number of staff members for each position.
G. The facility shall have private space for confidential interactions, including all group counseling sessions.
H. The facility shall prohibit smoking inside facility buildings and vehicles and during structured program activities. If smoking areas are permitted, they shall be clearly marked as designated smoking areas and shall not be less than 15 feet from any entrance to any building(s) and comply with local codes and ordinances. Staff shall not provide or facilitate client access to tobacco products.
I. BWTX will provide Quality Management (QM) and oversight as outlined in Texas Administrative Code Chapter 564 Quality Management, for all subcontractors performing activities required within Attachment A.
J. Providers shall be reviewed on their compliance with contract and regulatory requirements and delivery of client care at least once per Fiscal Year during the term of the contract.
K. Provider shall participate in onsite and/or desk reviews and continuous quality improvement (CQI) activities as defined and scheduled by BWTX which includes but not limited to data verification, performing reviews; and submitting supporting documentation and client records for review. Reviews may be conducted either announced or unannounced, as determined by BWTX.
L. Providers found to be underperforming or noncompliant as a result of the quality monitoring performed shall submit a Performance Improvement Plan (PIP) or Corrective Action Plan (CAP) with supporting documentation for every audit finding, as requested by BWTX. These PIPs are to be monitored for completion and effectiveness at a future date to be determined by BWTX.
M. Provider shall participate in and actively pursue CQI activities that support performance and outcomes improvement.

N. Provider shall respond to consultation recommendations by BWTX, which may include, but are not limited to the following:
    i. Staffing training;
    ii. Self-monitoring activities guided by BWTX, including use of quality management tools by BWTX to identify compliance to contract and regulatory requirements and measure quality of the delivery of client care. A walkthrough of these audit tools is part of the Entrance Conference scheduled by BWTX at the beginning of the audit process for the Fiscal Year.
    iii. Monitoring of performance reports in HHSC's electronic clinical management system.

O. Provider shall maintain financial and programmatic performance records pertaining to but not limited to Spend Down: Expenses vs. Fiscal Year budget; Capacity vs. Allocated Census that is made available for inspection by BWTX, upon request.

P. Failure to comply with the terms and conditions of the agreement may result in termination of the agreement with or without prior notice. Please reference section 3 Termination Clause.

Q. Provider shall maintain receipts for purchases for 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.

R. Right to Access- The Provider shall allow UT Health, Texas Health and Human Services, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of their representatives, the right to access to inspect the work and the premises on which any work is performed and the right to audit the Provider in accordance with §200.300 of the 0MB Uniform Guidance.

S. Provider shall have a written policy that clearly prohibits the abuse, neglect, and exploitation of clients and/or participants.

T. BWTX will develop a quarterly review schedule, and ensure all providers are reviewed at least once per fiscal year. BWTX shall document the Quality Management (QM) activities performed in the period being reported and include them in a section of the Quarterly Report. At a minimum, the QM activities section of the Quarterly Report should include the following: Date of review;
    i. Name of contractor;
    ii. Unique subcontractor's Identifier for the review;
    iii. Type of review;
    iv. Name of staff conducted review;
    v. List of findings;
    vi. Number of monitoring reviews conducted;
    vii. Types of monitoring reviews conducted;
    viii. Summary evaluation of findings and plan of oversight to facilitate compliance, if applicable;
    ix. Number and nature of complaints received with resolutions for the complaints; and
    x. List of significant findings that must, at a minimum, include the following:
        1. Immediate risk to health or safety;
        2. Participant abuse, neglect, or exploitation;

3. Fraud, waste, or abuse reports; and
4. Report criminal activity of any subcontractor's staff.

xi. BWTX will develop and utilize a quality management monitoring tool that must be completed to document all quality reviews. All completed tools with corrective actions documentation must be stored and made available to BWTX upon request.

xii. BWTX will monitor all subcontracts to ensure compliance. The required Quality Management report will include activities to support the QM activities for this project.

X. SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS

Provider shall:

A. Submit all deliverables to Clinical Management Behavioral Health Services (CMBHS) and/or any alternative method required by BWTX for documenting OBT-related activities, services, and testing. Provider is required to maintain access to required systems or platforms for the term of this Grant Agreement.

B. Submit additional required deliverables for this contract upon request.

C. Ensure the use of CMBHS components and/or functionality, in accordance with BWTX instructions. Subcontractor will use the updated components and/or functionality as directed by Provider. Subcontractor's duty to submit documents survives the termination or expiration of this Contract.

D. Ensure that the required number of clients are served per year based on funded amount.

E. Provider shall perform and submit SAMHSA Unified Performance Reporting Tools (SUPRT) for all participants who are engaged in treatment or long-term recovery services. If only referrals are made to treatment or recovery, then the SUPRT assessments do not have to be submitted. SUPRT consists of two components:

i. SUPRT–Administrative (SUPRT-A): This assessment is completed by subcontractor staff, using information from the client's Electronic Health Record or other client recordkeeping system. Completion of SUPRT-A is always required when an assessment becomes due; however, the Demographics section should only be completed if the client, proxy, or caregiver/parent declines the SUPRT-C baseline assessment.

ii. SUPRT–Client or Caregiver (SUPRT-C): This assessment is completed independently by the client, their proxy, or a caregiver/parent when an assessment becomes due. While SUPRT-A is a single form, SUPRT-C includes age-specific versions for each assessment. SUPRT-C should be encouraged but it is not required to complete for clients to receive services.

F. Provider shall comply with the following requirements when conducting SUPRT assessments:

i. Providers shall provide reasonable accommodation for respondents as needed to complete the SUPRT-C assessment. Examples of accommodations may include support for individuals with impaired vision or reading difficulties, assistance with tablets or other electronic tools, translation services, or other accessibility needs.

ii. For treatment services, the SUPRT assessments shall be conducted immediately after the participant is stabilized on a dose or within four weeks after admission, whichever is sooner. For recovery services, the SUPRT assessments shall be conducted for participants who have received recovery support services for at least two months or have committed to ongoing recovery coaching.

G. The SUPRT-A assessment must be completed by Providers at each assessment point:
   i. Baseline: Within 30 days before or after the first service date. For treatment services, the first service date is immediately after the participant is stabilized on a dose or within four weeks after admission, whichever is sooner. For recovery services, the first service date is when a participant has received recovery support services for at least two months or has committed to ongoing recovery coaching
   ii. Reassessment: Within 30 days before or after the 6-month anniversary of SUPRT-A Baseline.
   iii. Annual: Within 30 days before or after each 12-month anniversary of SUPRT-A Baseline.
   iv. Closeout: When the client discontinues services.

H. The SUPRT-C assessment must be offered at each of the following assessment points, even if a previous assessment was declined:
   i. Baseline: Within 30 days before or after the first service date. For treatment services, the first service date is immediately after the participant is stabilized on a dose or within four weeks after admission, whichever is sooner. For recovery services, the first service date is when a participant has received recovery support services for at least two months or has committed to ongoing recovery coaching.
   ii. Reassessment: Within 30 days before or after the 6-month anniversary of SUPRT-A baseline.
   iii. Annual (Adults aged 18 years and older only): Within 30 days before or after each 12-month anniversary of SUPRT-baseline.

I. Provider shall use CMBHS or other HHSC & BWTX authorized tools to conduct, document, and enter assessments as close to real time as possible.

J. SUPRT Assessment Payment and Documentation Requirements for MOUD and OBOT:
   i. SUPRT-A assessments shall be completed using participant records and are not billable.
   ii. SUPRT-C assessments may be reimbursed up to $41 per participant, contingent on OBOT and MOUD treatment budgets and available funds, using System Agency-approved billing codes.
   iii. SUPRT-C assessments shall be conducted via face-to-face, telephone, or telehealth contact, in compliance with HHSC policies and TAC Rule along with allowance for independent completion by the client, caregiver, or proxy per SAMHSA guidance.
   iv. All completed assessments must be documented in CMBHS and made available to BWTX upon request.

K. Provider shall follow all HHSC & BWTX guidance for SUPRT implementation. Guidance may be provided via email, phone, training, or other communication channels.

L. Provider shall follow an Evaluation Plan that includes process and outcome measures and how the Provider shall adhere to CMBHS the multi-component SAMHSA Client-Level Performance Tool, SAMHSA Unified Performance Reporting Tool (SUPRT) – Administrative and Client for all participants who are engaged in treatment and recovery support services, if applicable. HHSC & BWTX may use the project evaluation plan to track special project performance.

M. Note that if the due date is on a weekend or holiday, the due date is the following business day.
N. Submitted documents will survive the termination or expiration of this Contract.
O. Respond to requests and provide information and/or data meeting federal and state legislative requirements as requested and within the timelines specified.
P. Monitor performance of the requirements in this Attachment and comply with the Contract's terms and conditions.
Q. Submit all documents listed in the table displayed in this section using the naming conventions provided by the stated due date.

Report Name	Due Date	Submission
CMBHS Security Attestation Form and List of Authorized Users	Biannually, Each Fiscal Year: September 10th and March 10th	BeWellTXHelpDesk@uthscsa.edu
Monthly Capacity Report	10th day of the following month	Monthly in CMBHS
Wait List	Daily, update as needed	CMBHS daily, as needed
SUPRT Assessment	Ongoing	CMBHS
Closeout Documents	9/5/2027	Claims and SUPRT Assessment final deadline entered in CMBHS
Claims	5th calendar day for services rendered from previous month.	CMBHS
Quality Audit	TBD	BeWellTXQuality@uthscsa.edu
Monthly Conference Calls	Third Friday of each Month, from 10:00-11:00 AM Central Time	Attendance required
TxRx ECHO Sessions	Second and fourth Thursday of each month, from 12:00-1:00 PM Central Time	Attendance required (1 session per month)
MATE Act Training Requirements (for Physician(s), Physician's Assistant(s), and Nurse Practitioner(s))	Upon request.	Provider will maintain documentation and provide to BWTX Quality upon request.

Memorandum of Understanding (MOU)		
Executed MOU with FQHC (Federally Qualified Health Center) within 6 months from contract execution date.	Upon request.	BeWellTXQuality@uthscsa.edu
Executed MOU(s) with HHSC Funded Treatment, Prevention, Recovery, Intervention, Mental Health, Co-occurring psychiatric substance use disorders (COPSD) Providers within 6 months from contract execution date.	Upon request.	BeWellTXQuality@uthscsa.edu
Executed MOU with OSAR (Outreach, Screening, Assessment, Referral) within 6 months from contract execution date.	Upon request.	Provider will maintain documentation and provide to BWTX Quality upon request.
Executed MOU with LMHA/LBHA (Local Mental/Behavioral Health Authority) within 6 months from contract execution date.	Upon request.	Provider will maintain documentation and provide to BWTX Quality upon request.
Policies & Procedures		
Waitlist Policy & Procedure	Upon request.	BWTX Quality upon request.

A. PERFORMANCE MEASURES

1. Grantee is responsible for the measures for the programs Grantee received funding, in accordance with the Contract **Signature Page, Section V, Budget**.
2. Grantee's performance will be measured in part on the achievement of the key performance measures stated below.
3. Grantee will ensure that clients achieve sustained remission from the symptoms of their substance use disorder as indicated in the table below.

OBT – Adult Treatment (Male/Female/Specialized Female)	Goal (Formula)
1. Number served	753
2. Percent of active Clients who complete OTS Survey at time of administration	70%
3. Percent of Clients receiving overdose prevention education	95%
4. Percent of Clients receiving naloxone	80%
5. Percent of Clients reporting engagement with Recovery Support Services (RSS) this fiscal year	50%

B. PERFORMANCE MEASURES METHODOLOGY

1. Numbers Served

The target numbers served is calculated using the **ATTACHMENT B, PROGRAM SERVICE AND UNIT RATES** and the contracted funding amount.

2. Percent of active Clients who complete OTS Survey at time of administration.

a. The numerator is the number of OTS Surveys submitted.
b. The denominator is the total number of people that meet the following criteria:
   i. Were actively enrolled in services for 60 days or more prior to taking the survey.
   ii. Must have state-funding and a valid claim during the survey administration period.

3. Percent of clients receiving overdose prevention education.

a. The numerator is the number of clients that received overdose prevention education in one fiscal year on the annual OTS survey; and
b. The denominator is the number of new clients served at the time of the OTS survey conducted on an annual fiscal year basis.

4. Percent of clients receiving naloxone.

a. The numerator is the number of clients that received naloxone in one fiscal year on the annual OTS survey; and
b. The denominator is the total number of new Clients served at the time of the OTS survey conducted on an annual Fiscal Year basis.

5. Percent of clients reporting engagement with Recovery Support Services this year

a. The numerator is the number of clients served who meet one or more of the following criteria:
   i. Had an open recovery services case at any state-funded provider in CMBHS (includes Recovery Services – Adult, Recovery Services – Adult – TTOR, and Recovery Services – Youth);
   ii. Reported attendance at self-help groups or community support groups on their most recent SUD assessment; or
   iii. Received a referral for "recovery support services" in the fiscal year; and

b. The denominator is the total number of clients served in the fiscal year.

C. OUTCOME MEASURES

Grantee will ensure that clients achieve sustained remission from the symptoms of their substance use disorder as indicated in the table below.

OBT – Adult Treatment (Male/Female)	**Goal** (Formula)
1. Percent of clients whose length of stay is at least one year	42%
2. Percent of clients whose length of stay is at least six months	70%
3. Percent of clients with absence of drug use/misuse (including alcohol) this year	60%
4. Percent of clients reporting "stable" housing on most recent SUD assessment	60%
5. Percent of clients with no arrest reported on most recent SUD assessment	90%
6. Percent of clients reporting as employed or enrolled in school on most recent SUD assessment	50%
OBT – Adult Treatment (Specialized Female)	**Goal**
1. Percent of clients whose length of stay is at least one year	42%
2.Percent of clients whose length of stay is at least six months	70%
3. Percent of clients with absence of drug use/misuse (including alcohol) this year	60%
4. Percent of clients reporting "stable" housing on most recent SUD assessment	75%
5. Percent of clients with no arrest reported on most recent SUD assessment	90%
6. Percent of clients reporting as employed or enrolled in school on most recent SUD assessment	45%

D. OUTCOME MEASURES METHODOLOGY

1. Percent of clients whose length of stay is at least one year:

a. The numerator is the number of clients served whose length of stay between their admission service date begin date and service end date [or the last day of the fiscal year (September 1 – August 31) if still in services] is at least 365 days; and

b. The denominator is the total number of clients served in the fiscal year, excluding active new

clients who have not yet been in services for a year.

2. **Percent of clients whose length of stay is at least six months:**
   a. The numerator is the number of clients served whose length of stay between their admission service date begin date and service end date [or the last day of the fiscal year (September 1 – August 31) if still in services] is at least six months; and
   b. The denominator is the total number of clients served in the fiscal year, excluding active new clients who have not yet been in services for six months.
3. **Percent of clients with absence of drug use/misuse (including alcohol) this year**
   a. The numerator is the number of clients who report they have not used any substances for the past 30 days on their most recent Substance Use Disorder (SUD) assessment, excluding assessments completed at intake; and
   b. The denominator is the total number of clients served in the fiscal year who had a valid SUD assessment and have been in services for at least six (6) months.
4. **Percent of clients reporting "stable" housing on most recent SUD assessment**
   a. The numerator is the number of clients who report their living situation was "Independent" or "Dependent" on their most recent SUD assessment, excluding assessments completed at intake; and
   b. The denominator is the total number of clients served in the fiscal year who had a valid SUD assessment and have been in services for at least six (6) months.
5. **Percent of clients with no arrest reported on most recent SUD assessment.**
   a. The numerator is the number of clients who report they have not been arrested in the past 30 days on their most recent SUD assessment, excluding assessments completed at intake; and
   b. The denominator is the total number of clients served in the fiscal year who had a valid SUD assessment and have been in services for at least six (6) months.
6. **Percent of clients reporting as employed or enrolled in school on most recent SUD assessment.**
   a. The numerator is the number of clients who report they were currently employed or were enrolled in school full time or part time on their most recent SUD assessment, excluding assessments completed at intake; and
   b. The denominator is the total number of clients served in the fiscal year who had a valid SUD assessment and have been in services for at least six (6) months, excluding clients who reported they were "Not in the Labor Force."

ATTACHMENT B
PROGRAM SERVICES AND UNIT RATES

I. Provider will generate all service claims through CMBHS monthly. Services claims generated through CMBHS by Provider will be utilized by UTHSA to generate reimbursement to Provider. By execution of this agreement, Provider certifies and attests that all service claims generated 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 services entered into CMBHS by Provider will be made in accordance with the conditions of this agreement and will be subject to audit by UTHSA, Texas Health and Human Services or a third party.

II. Provider shall maintain receipts for purchases for 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***
55	$721,603.14
**Subject to change*	

IV. Service Unit Rates

The Treatment Rate Sheet link below is subject to change and 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 in the Clinical Management for Behavioral Health Services (CMBHS) System after services are rendered. Monthly claims shall be completed and generated by the 5th calendar day of each month. It is the Provider's responsibility to notify BWTX when all monthly claims have been completed and finalized to authorize BWTX to initiate the payment process. To ensure timely payment, you must notify BWTX as soon as your claims are finalized. If you do not notify us by the deadline, your payment processing will not begin until the 15th of the calendar month. **September claims must be submitted by October 15th. Claims submitted for September services following October 15th may not be reimbursed. Claims submitted beyond 180 days of service cannot be approved for reimbursement.**

Providers 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 in CMBHS for the grant term is no later than 9/15/2027. Meeting this deadline is essential to ensure compliance with institutional and state financial regulations.

VI. Recapture of Funds

At its sole discretion, BWTX may withhold all or part of any payment due to the Provider to offset any overpayments or unallowable or ineligible costs paid to the Provider or require the Provider to promptly refund a credit within (30) calendar days of written notice, any funds erroneously paid by BWTX that are not expressly authorized under the Contract.

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 Contract 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 Contract for the duration of the contract 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 Contract 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 Contract for the duration of the contract 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. Document all specified required activities and services in the Clinical Management for Behavioral Health Services (CMBHS) system.
j. 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. 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 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 third party insurance.
o. Please note, the client is not eligible for BWTX-funded services until all required documentation is submitted as referenced 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 file;
g. The Client meets the diagnostic criteria for substance use disorder; and
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:
i. 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;
j. The Client or parent/guardian cannot afford to pay the deductible or the non- reimbursed portion of the cost of treatment; or
k. The Client or parent/guardian has an adjusted income at or below 200% of the Federal poverty guidelines.
l. 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.

ATTACHMENT C
DATA USE AGREEMENT

The University of Texas Health Science Center at San Antonio ("UTHSA") has contracted with North Texas Behavioral Health Authority ("Provider") for performance of services on behalf of UTHSA which are subject to the Data Use Agreement ("DUA"). Provider acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to UTHSA under the DUA, incorporated by reference in this Agreement, with respect to Texas Department of Health and Human Services ("HHSC") Confidential Information. UTHSA and Provider agree that HHSC is a third-party beneficiary to applicable provisions of the subcontract.

HHSC has the right but not the obligation to review or approve the terms and conditions of the services agreement by virtue of this Data Use Agreement.

UTHSA and Provider assure HHSC that any Breach or Event as defined by the DUA that Provider discovers will be reported to HHSC by UTHSA in the time, manner and content required by its DUA with HHSC.

If UTHSA knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Provider that constitutes a material breach or violation of the DUA or the Provider's obligations UTHSA will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the service agreement with Provider, if feasible;
3. Notify HHSC immediately upon reasonably discovery of the pattern of activity or practice of Provider that constitutes a material breach or violation of the DUA and keep HHSC reasonably and regularly informed about steps UTHSA is taking to cure or end the violation or terminate Provider agreement or arrangement.

UTHSA

By: Digitally signed by Chris G. Green, CPA Date: 2026.08.31 10:38:04 -05'00'

Name: Chris G. Green, CPA

Title: AVP, Sponsored Programs

Date: 08/31/2026

Provider

By: Carol E. Lucky

Name: Carol Lucky

Title: Chief Executive Officer

Date: 8/28/2026

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT

X

Provider certifies that it is a HIPAA Covered Entity: Yes _____ No _____

(If yes, skip section below entitled, Business Associate Agreement)

Business Associate Agreement

This Business Associate Agreement (the "Agreement") by and between Business Associate and Covered Entity (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.

2. Business Associate. "Business Associate" shall mean **North Texas Behavioral Health Authority**.

3. Covered Entity. "Covered Entity" shall mean **The University of Texas Health Science Center at San Antonio**.

4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."

6. Individual. "Individual" shall mean the person who is the subject of the protected health information.

7. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.

8. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.

9. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.

10. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.

11. Provider. "Provider" shall have the same meaning as the term "Contractor" in 45 C.F.R. §160.103.

12. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing services to alleviate the adverse physiological efforts withdrawal from the use of opioids as required to meet the needs of the patient.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;

2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;

3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;

4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy rule if done by the Covered entity;

5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;

6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI;
request confidential communications of PHI; or request an accounting of disclosures of PHI; and, notify individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

   (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;

   (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and

   (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.

2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.

3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.

4. Safeguards.

   (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

(b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or Provider. Any access to PHI by Business Associate's employees, agents or Provider's shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.

6. Disclosure to Agents and Provider's. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a Contractor, Business Associate shall require the agent or Contractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a Contractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or Contractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or Provider's will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:

(a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic for, the Individual shall have a right to obtain a copy of such information in electronic for and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or for requested if it is readily producible in such form or for; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

(b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction

with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.

(c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic for, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate
agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

12. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R.

§164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than 30 days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or Provider's.

13. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review and control of Covered Entity. The Business Associate will notify the Privacy Officer via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
14. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Tile 11, subtitle B, chapter 521, Subchapter A, Section 521.053. Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or Provider's.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.

2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.

3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a Provider, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.

4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

    a. Provide an opportunity for Business associate to cure the breach or end the violation and terminate this Agreement, whether it is in the form of a standalone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

    b. Immediately terminate this Agreement whether it is in the form of a standalone agreement of an addendum to a Master Services Agreement if Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit

further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

   Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

   These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.

3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows: If to Covered Entity:

   The University of Texas Health
   Science Center at San Antonio
   Office of Sponsored Programs
   Attention: AVP, Sponsored
   Programs 7703 Floyd Curl
   Drive, MSC 7828 San Antonio,
   Texas 78229-3900 Phone
   Number: 210-567-2340
   Email: grants@uthscsa.edu

If to Business Associate:

_____

_____

_____

_____

Attn: _____

Phone Number: _____

Email: _____

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.

7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.

8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject thereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject thereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

COVERED ENTITY	**BUSINESS ASSOCIATE**
By:_____ (Authorized Signature)	By:_____ (Authorized Signature)
Name: Chris G. Green, CPA (Type or Print)	Name:_____ (Type or Print)
Title: AVP, Sponsored Programs	Title:_____
Date:_____	Date:_____

ATTACHMENT E
QUALIFIED SERVICE ORGANIZATION AGREEMENT (QSOA)

The University of Texas Health Science Center at San Antonio ("UTHSA") on behalf of the Be Well Texas Clinic and North Texas Behavioral Health Authority ("Provider") agree that this Agreement constitutes a Qualified Service Organization Agreement ("QSOA") as required by 42 C.F.R. Part 2.

Accordingly, Provider agrees to provide the services outlined in the Services Agreement ("Agreement") between such Parties. Information obtained by Provider relating to individuals who may have been diagnosed as needing, or who have received substance use disorder treatment services shall be maintained and used only for the purposes intended under this QSOA and in conformity with all applicable provisions of 42 USC 290dd-2 and the underlying federal regulations, 42 C.F.R. Part 2.

Furthermore, Provider:

(1) Acknowledges that in receiving, storing, processing and otherwise dealing with any information from the UTHSA Part 2 Program about the patients in the Part 2 Program, it is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and
(2) Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for the Federal Confidentiality Regulations, 42 C.F.R. Part 2.

IN WITNESS WHEREOF, an authorized officer of each Party has duly executed and delivered this QSOA effective as of the date set forth below:

UTHSA

By: Chris G. Green Digitally signed by Chris G. Green, CPA Date: 2026.08.31 10:39:08 -05'00'

Name: Chris G. Green, CPA

Title: AVP, Sponsored Programs

Date: 08/31/2026

Provider

By: Carol E. Lucky

Name: Carol Lucky

Title: Chief Executive Officer

Date: 8/28/2026

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: **520-2026 Ratify Be Well Texas Medication for Opioid Use Disorder Services Contract (MOUD) Services Contract for FY2027 – FY2029 (1180218/42943/MOUD-SUPTRS-17)**

DATE: **September 9, 2026**

STATE OF TEXAS **}**

COUNTY OF DALLAS **}**

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 9th day of September 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 Services Contract for FY2027 – FY2029 (1180218/42943/MOUD-SUPTRS-17).

DONE IN OPEN MEETING this 9th day of September 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: September 9, 2026

AGENDA ITEM 16: Resolution 520-2026 – Ratify Be Well Texas Medications for Opioid Use Disorder (MOUD) Services Contract for FY2027 – FY2029 ("1180218/42943/MOUD-SUPTRS-17").

RECOMMENDATION/MOTION:
Request for the Board to Ratify NTBHA CEO, Carol Lucky, signature on Contract No. 180218/42943/MOUD-SUPTRS-17, the Medications for Opioid Use Disorder (MOUD) with Be Well, Texas.

BACKGROUND:
To ensure the provision of recovery-oriented Medications for Opioid Use Disorder Treatment (MOUD), to meet the individualized needs of persons seeking treatment by providing access to all reimbursable U.S. Food and Drug Administration (FDA) approved medications. Individuals receiving MOUD must receive medical, counseling, peer-based recovery support, educational, and other assessment and treatment services, in addition to prescribed medication.

UPDATES:
New Be Well Texas MOUD service agreement effective as of September 1, 2026, and expiring on August 31, 2029 ("FY27-FY29"). The total funding and capacity for this agreement was increased from the previous agreement by the amounts referenced below.

FINANCIAL INFORMATION:
The total not-to-exceed amount for this Grant Agreement for this contract is **$5,591,090.02** for a funded capacity of **619**. This represents a **$171,616.66** increase in funding and an increase of **19** in the funded capacity from the previous agreement. No Matching Funds are required for this Contract.

Contract Term	Funded Capacity	FY Totals
9/1/2026 – 8/31/2029	**619**	**$5,591,090.02**

LOCAL SERVICE AREA:
Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall Counties

IMPLEMENTATION SCHEDULE:
Upon ratification by the NTBHA board.

ATTACHMENTS:
16. BWT_MOUD_PSAgreement FY27-FY29 ~ NTBHA

PRESENTED BY:
Carol E. Lucky, Chief Executive Officer

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.

PURCHASED SERVICES AGREEMENT
Medications for Opioid Use Disorder (MOUD) Treatment

This Purchased Services Agreement (hereinafter "Agreement") is entered to specify the terms and conditions under which The University of Texas Health Science Center at San Antonio (hereinafter "UTHSA") shall purchase services from North Texas Behavioral Health Authority (hereinafter "Provider") in support of UTHSA's project entitled "Medications for Opioid Use Disorder (MOUD) Treatment" (hereinafter "Initiative"). Funds from this appropriation were awarded to the Texas Health and Human Services Commission (HHSC). Funding for this project is made available from the Texas Health and Human Services Commission (hereinafter "system agency") under HHS001646400001.

1. **Term of Performance.** This Agreement term is from September 1, 2026 through August 31, 2029, with eligible expenditures allowed from September 1, 2026 through August 31, 2029.

2. **Statement of Work.** Provider will be providing all the necessary qualified personnel, equipment, materials and facilities to accomplish the services as set forth attached hereto and incorporated herein with the Statement of Work (Attachment A).

3. **Termination.** This Agreement may be terminated in whole or in part in any of the following cases: a) by either party upon thirty (30) days prior written notice; b) by either party if the other party materially fails to comply with the terms and conditions of this Agreement; or c) by either party without prior notice when such action is necessary to protect the safety of patients.

4. **Consideration and Payment.** Provider shall submit billable medication service notes and/or billable progress notes 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 utilizing the established unit rates. Final deadline to submit billable medication service notes and/or billable progress notes through CMBHS will be no later than September 5, 2027. Additional information regarding Consideration and Payment is outlined in Attachment B, Program Services and Unit Rates.

5. **Reports.** Provider shall submit reports as specified in the Statement of Work (Attachment A), attached hereto and incorporated herein. In addition, Provider may be asked to furnish other reports, at such time and in such form, as reasonably requested by UTHSA during the term of this Agreement.

6. **Right to Access**. Provider shall allow UT Health, Texas Health and Human Services, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed and the right to audit the Provider in accordance with §200.300 of the OMB Uniform Guidance.

7. **Publications, Copyrights, and Confidentiality.** No party shall, without the prior written consent of the other party, use in advertising, publicity, or otherwise, the name, trademark, logo, symbol, or other image of the other party, its employees or agents, including without limitation, any of such relating to UTHSA and Provider. Provider (including its employees, agents, and representatives) shall not issue or disseminate any press release or statement, nor initiate any communication of information regarding this initiative (written or oral) to the communications media without the prior written consent of UTHSA.

   Disclosure of information the parties wish to remain confidential and proprietary information (hereinafter collectively, "Confidential Information") directly pertaining to the project is in confidence and thus the Parties agree to:

   a. (1) Not disclose the Confidential Information, as defined above, to any other person and (2) use at least the same degree of care to maintain the Confidential Information as the Receiving Party uses in maintaining its own confidential information, but always at least a reasonable degree of care;
   b. Use the Confidential Information only for the Purpose;
   c. Restrict disclosure of the Confidential Information solely to those employees of the Receiving Party having a need to know such Confidential Information in order to accomplish the Purpose;
   d. Advise each such employee, before he or she receives access to the Confidential Information, of the obligations of the Parties under this Agreement, and require each such employee to maintain those obligations. The Confidential Information may be communicated to the University's scientific and/or institutional review committee(s) under a similar, appropriate understanding of the confidential and/or proprietary nature of the Confidential Information supplied and to further the Purpose.
   e. Within fifteen (15) days following written request of the Disclosing Party return to the Disclosing Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Confidential Information which was provided by the Disclosing Party, or confirm to Disclosing Party, in writing, the destruction of such materials. The Parties shall have the right to retain one (1) copy in a secure location for the sole purpose of determining any continuing obligations of confidentiality under this Agreement. This Agreement imposes no obligation on the Receiving Party with respect to any portion of the Confidential Information received from the Disclosing Party which (a) was known to Receiving Party prior to disclosure by Disclosing Party, (b) is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality, (c) is or becomes generally known or publicly available other than by unauthorized disclosure, (d) is independently developed by Receiving Party, (e) is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party, or (f) is not disclosed in writing or

reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure. In addition, a Party may disclose to third parties Confidential Information of the other Party to the minimal extent such disclosure is required to comply with law or regulation, provided that to the extent possible the Party required to make such disclosure shall notify disclosing Party and assert or allow disclosing Party to assert any exclusions or exemptions that may be available to it and/or seek a protective order with respect thereto. The Confidential Information provided by the Disclosing Party shall remain the sole property of Disclosing Party.

8. **Patents and Intellectual Property.** Ideas, know-how, data (including initiative results), and other intellectual property generated under this Agreement shall be the sole and exclusive property of UTHSA and inventorship shall be determined in accordance with U.S. Patent laws. Provider shall also grant to UTHSA an irrevocable, royalty-free, worldwide, non-exclusive license to each invention for which it is unable to assign rights to UTHSA.

9. **HIPAA.** Provider shall be responsible for full compliance with all applicable HIPAA regulations. Provider shall collect, use, and disclose Protected Health Information, as defined in the HIPAA regulations. The Business Associate Agreement (BAA) agreement terms and conditions attached hereto as Attachment D are incorporated herein and must be signed and executed for non-covered entities. Covered entities are not required to execute Attachment D, but must mark they are a HIPPA covered entity in Attachment D. In the event of conflict between this agreement and Attachment D, Attachment D supersedes for all issues regarding Protected Health Information as defined in the BAA.

10. **Liability and Insurance.** Each party shall be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, agents, officers, or directors, to the extent allowed by law. Provider represents and certifies that it and its employees are covered by sufficient malpractice and general liability insurance, or program of self-insurance to fully perform their responsibilities hereunder.

11. **Debarment.** Provider certifies that it has not been debarred under the provisions of the Generic Drug Enforcement Act of 1992, or other applicable government regulations and Provider represents that, to the best of its knowledge after reasonable inquiry, its employees are not and have never been so debarred and that it will not use in any capacity, in connection with the services to be performed under this Agreement, any individual who has been so debarred.

12. **Federal Funding.** This Agreement is made with federal funds awarded to Provider, the following provisions are made a part of this Agreement, as applicable:
    a. Equal Employment Opportunity. Provider agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.E. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
    b. Copeland "Anti-kickback" Act (18 U.S.C. 874 and U.S.C. 276c). Provider will comply with Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Par 3, "Contractors and Sub-contractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient will be prohibited from inducing, by any means, any person employed in the construction,

completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Provider is bound to report all suspected or reported violations to the federal awarding agency.

c. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). Provider will comply with the Davis-Bacon Act (40 U.S.C. 276a- to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors will be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors will be required to pay wages not less than once a week. Should the Davis-Bacon Act apply to this Agreement, this Contract is conditioned upon the acceptance by Provider of the wage determination. Provider is bound to report all suspected or reported violations to the federal awarding agency.

d. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). University is bound to report violations to the federal awarding agency and the Regional Office of the Environmental Protection Agency.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Provider is required to file the required Anti-Lobbying Certification certifying that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.

f. EEOC and Veterans. Provider shall abide by the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and Provider's take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

13. **Independent Contractor.** Provider's relationship to UTHSA under this Agreement shall be that of an independent contractor and not an agent, joint venture, or partner of UTHSA and, as such, no employees, staff, or agents of Provider shall be entitled to any benefits applicable to employees of UTHSA.

14. **Boycotting Israel.** Pursuant to Chapter 2271, *Texas Government Code*, Provider certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

15. **Ethics Matters, No Financial Interest**. Provider and its employees, agents, representatives and subcontractors have read and understand UTHSA Conflicts of Interest Policy, UTHSA's Standards of Conduct Guide at https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide, and applicable state ethics laws and rules available at https://www.utsystem.edu/offices/systemwide-compliance/ethics. Neither Provider nor its employees, agents, representatives or subcontractors will assist or cause

UTHSA employees to violate UTHSA's Conflicts of Interest Policy, provisions described by UTHSA's Standards of Conduct Guide, or applicable state ethics laws or rules. Provider represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

16. **Subcontracting and Assignment.** This Agreement may not be subcontracted, assigned or transferred by either party without the prior written consent of the other.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any alterations, modification, or amendment to this Agreement must be in writing and signed by authorized officials of both parties. No changes in the Statement of Work will be made unless agreed upon by UTHSA and Provider.

18. **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted as follows:

To UTHSA:
For Technical Matters:
Cynthia Blaylock
The University of Texas Health Science Center at San Antonio
5109 Medical Drive
San Antonio, TX 78229
210-450-7119
blaylockc@uthscsa.edu

For Business Matters:
Chris G. Green, CPA
AVP Sponsored Programs
The University of Texas Health Science Center at San Antonio
7703 Floyd Curl Drive, MSC 7828
San Antonio, TX 78229
210-567-2340
grants@uthscsa.edu

To Provider:
For Technical Matters:
Name: Heath Frederick
Title: Sr. Contracts Director
North Texas Behavioral Health Authority
8111 LBJ Fwy., Ste. 900
Dallas, TX 75251
Phone: (469) 523-0529
Email: hfrederick@ntbha.org

For Business Matters:
Name: Carol E. Lucky
Title: Chief Executive Officer
North Texas Behavioral Health Authority
8111 LBJ Fwy., Ste. 900
Dallas, TX 75251
Phone: (214) 366-9407
Email: clucky@ntbha.org

The parties hereby accept and agree to this Agreement.

By: Digitally signed by Chris G. Green, CPA Date: 2026.08.31 10:39:41 -05'00'
Chris G. Green, CPA
Assistant Vice President, Sponsored Programs
Date: 08/31/2026

By: Carol E. Lucky
Name: Carol E. Lucky
Title: Chief Executive Officer
Date: 8/28/2026

Attachments:

- **A. Statement of Work (SOW)**
- **A1. Performance and Outcome Measures**
- **B. Program Services and Unit Rates**
- **C. Data Use Agreement (DUA)**
- **D. Business Associate Agreement (BAA)**
- **E. Qualified Services Organization Agreement (QSOA)**
- **F. Clinical Use of Extended-Release Injectable Naltrexone in the Treatment of Opioid Use Disorder**

ATTACHMENT A
SCOPE OF GRANT PROJECT

1. PURPOSE

To ensure the provision of recovery-oriented Medications for Opioid Use Disorder Treatment (MOUD), as part of Substance Use Prevention, Treatment, and Recovery Services (SUPTRS), to meet the individualized needs of persons seeking treatment, by providing access to all reimbursable U.S. Food and Drug Administration (FDA) approved medications.

Individuals receiving MOUD ("Client") must receive medical, counseling, peer-based recovery support, educational, and other assessment and treatment services, in addition to prescribed medication.

2. GOALS

A. Implement service delivery models that enable the full spectrum of treatment that facilitates long-term recovery from opioid use disorders.

B. Increase access to all FDA approved treatment medications for opioid use disorder (MOUD) in Opioid Treatment Program (OTPs) by expanding capacity at new and existing clinics, including treatment for co-morbid conditions.

3. TARGET POPULATION

Texas residents who meet financial criteria for Health and Human Services Commission (HHSC)-funded substance use disorder (SUD) services and have met the Diagnostic and Statistical Manual of Mental Disorders criteria for opioid use disorder.

4. SERVICE AREA

Provider will provide services to the **SECTION III. TARGET POPULATION** in the HHS health region and counties documented, as follows:

Region: Statewide
To review counties within an HHS health region, refer to the below link for a list of counties within a region: https://www.hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf

5. SERVICE REQUIREMENTS

A. Administrative Requirements

Provider shall:

1. Ensure the administration and dispensing of medication for the treatment of Opioid Use Disorder (OUD).
2. Ensure organizations providing opioid treatment medications comply with certification and licensure applicable statutes, guidelines, and regulations related to

MOUD adopted by HHSC, the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT), Drug Enforcement Agency (DEA), and additional third-party accreditation requirements and:

a. Comply with Texas Administrative Code (TAC) Title 26, Part 1, Chapter 563, and specifically TAC, Title 26, Part I Chapter 563 Minimum Standards for Narcotic Treatment Programs 563.148;
b. Comply with the 42 Code of Federal Regulations (CFR) Chapter 1, Subpart A, Part 8, Medications for the Treatment of Opioid Use Disorder, CFR :42 CFR Part 8 -- Medication Assisted Treatment for Opioid Use Disorders;
c. Comply with HHSC Guidelines for the Use of Extended-Release Injectable Naltrexone (included as **ATTACHMENT F** to the Grant Agreement).
d. Utilize and adhere to the most current Texas Health and Human Psychiatric Drug Formulary, including Reserve Drug Criteria and Audit Criteria, which can be found at: https://www.hhs.texas.gov/providers/health-care-facilities- regulation/psychiatric-drug-formulary.

3. Ensure establishment, submission and implementation of policies and procedures for client selection criteria and appropriateness for each FDA-approved medication for the treatment of opioid use disorder.
4. Ensure monthly documentation of all specified required activities and services in the Clinical Management for Behavioral Health Services (CMBHS) system.
5. Ensure the provision of communicable disease testing, immunizations, chronic disease prevention, and address comorbid psychiatric disorders within the context of MOUD to provide clients with an opportunity to improve the health and overall quality of life, while also promoting recovery. A consent shall be obtained and documented in CMBHS prior to performing any of the aforementioned services. Consent forms uploaded shall include Consent to Treatment and HHSC Opioid Informed Consent.
6. Ensure documentation of Financial Eligibility appropriately in CMBHS before charging any individuals for screening and assessment and ensure payments are not required from individuals determined by the Financial Eligibility function of CMBHS to be eligible for state-funded services for screening and assessments. Upload into CMBHS Proof of Income, Texas Residency or signed Attestation Form containing Proof of Income & Texas Residency information. The financial eligibility will be printed out, signed by client or legally authorized representative and staff.
7. Ensure the following related to counselor caseload size:

a. Limits are set on counselor caseload size to support effective, individualized treatment;
b. Documentation and justification in a policy and procedure the caseload size based on the service design, characteristics and needs of the funded population served, and any other relevant factors;
c. Compliance with 26 TAC 563.142(5): Approved to treat (ATT)--The maximum number of patients the NTP is allowed to treat at any point in time under the approved permit. This number is based on a maximum of 50 patients for each counselor employed by the program; and
d. Ensure CMBHS "Assign Clinician" function is utilized to track caseload size.

B. Provider Responsibilities

1. Provider shall perform and submit SAMHSA Unified Performance Reporting Tools (SUPRT) for all participants who are engaged in treatment or long-term recovery services. If only referrals are made to treatment or recovery, then the SUPRT assessments do not

have to be submitted. SUPRT consists of two components:

a. **SUPRT–Administrative (SUPRT-A):** This assessment is completed by subcontractor staff, using information from the client's Electronic Health Record or other client recordkeeping system. Completion of SUPRT-A is always required when an assessment becomes due; however, the Demographics section should only be completed if the client, proxy, or caregiver/parent declines the SUPRT-C baseline assessment.

b. **SUPRT–Client or Caregiver (SUPRT-C):** This assessment is completed independently by the client, their proxy, or a caregiver/parent when an assessment becomes due. While SUPRT-A is a single form, SUPRT-C includes age-specific versions for each assessment. SUPRT-C should be encouraged but it is not required to complete for clients to receive services.

c. Provider shall comply with the following requirements when conducting SUPRT assessments:

i. Subcontractors shall provide reasonable accommodation for respondents as needed to complete the SUPRT-C assessment. Examples of accommodations may include support for individuals with impaired vision or reading difficulties, assistance with tablets or other electronic tools, translation services, or other accessibility needs.

ii. For treatment services, the SUPRT assessments shall be conducted immediately after the participant is stabilized on a dose or within four weeks after admission, whichever is sooner. For recovery services, the SUPRT assessments shall be conducted for participants who have received recovery support services for at least two months or have committed to ongoing recovery coaching.

iii. The SUPRT-A assessment must be completed by Provider at each assessment point:

1. **Baseline:** Within 30 days before or after the first service date. For treatment services, the first service date is immediately after the participant is stabilized on a dose or within four weeks after admission, whichever is sooner. For recovery services, the first service date is when a participant has received recovery support services for at least two months or has committed to ongoing recovery coaching
2. **Reassessment:** Within 30 days before or after the 6-month anniversary of SUPRT-A Baseline.
3. **Annual:** Within 30 days before or after each 12-month anniversary of SUPRT-A Baseline.
4. **Closeout:** When the client discontinues services.

iv. The SUPRT-C assessment must be offered at each of the following assessment points, even if a previous assessment was declined:

1. **Baseline:** Within 30 days before or after the first service date. For treatment services, the first service date is immediately after the participant is stabilized on a dose or within four weeks after admission, whichever is sooner. For recovery services, the first service date is when a participant has received recovery support services for at least two months or has committed to ongoing recovery coaching.

2. **Reassessment:** Within 30 days before or after the 6-month anniversary of SUPRT-A baseline.
3. **Annual (Adults aged 18 years and older only):** Within 30 days before or after each 12-month anniversary of SUPRT-baseline.

v. Provider shall use CMBHS or other BWTX authorized tools to conduct, document, and enter assessments as close to real time as possible.

vi. If BWTX and Provider budgets allow, participant incentives having a maximum value of $30 per participant per SUPRT-C follow-up assessment (including Reassessment and Annual) may be offered for the completion of these assessments. Such incentives may not be provided as cash but may be provided in the form of gift cards, transportation vouchers, and/or phone cards. All incentives provided to the participants must be documented and submitted to the System Agency upon request.

vii. SUPRT Assessment Payment and Documentation Requirements for MOUD and OBOT:

1. SUPRT-A assessments shall be completed using participant records and are not billable.
2. SUPRT-C assessments may be reimbursed up to $41 per participant, contingent on OBOT and MOUD treatment budgets and available funds, using System Agency-approved billing codes.
3. SUPRT-C assessments shall be conducted via face-to-face, telephone, or telehealth contact, in compliance with HHSC policies and TAC Rule along with allowance for independent completion by the client, caregiver, or proxy per SAMHSA guidance.
4. All completed assessments must be documented in CMBHS and made available to the BWTX upon request.

viii. Provider shall follow all HHSC and BWTX guidance for SUPRT implementation. Guidance may be provided via email, phone, training, or other communication channels.

ix. If your contract has an evaluation plan requirement, include the following as a component. Evaluation plan that includes process and outcome measures and how the Provider shall adhere to CMBHS the multi-component SAMHSA Client-Level Performance Tool, SAMHSA Unified Performance Reporting Tool (SUPRT) – Administrative and Client for all participants who are engaged in treatment and recovery support services, if applicable. The HHSC and BWTX may use the project evaluation plan to track special project performance.

2. Ensure the adoption and availability of organizational policies and procedures within six months from contract execution on the following:

a. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of MOUD and the eligibility criteria for admissions; All marketing materials shall publish the federal and state priority population admissions (as defined further below in Section V(C)(1)-(2)); and

b. The retention of clients in services, including protocols for addressing clients absent from treatment, policies defining treatment noncompliance, and policies and procedures regarding discharging from MOUD services.

3. Ensure active attendance and sharing representative knowledge and proof of attendance to Be Well Texas upon request regarding Provider's system and services at the following meetings:

a. Outreach, Screening, Assessment, and Referrals (OSAR) contractor's quarterly regional collaborative meetings within Provider's region;
   - OSAR Regional locations can be found at this website: Outreach, Screening, Assessment and Referral | Texas Health and Human Services.

b. Recovery Oriented Systems of Care (ROSC) meetings in Provider's region;
   - ROSC Regional locations can be found at this website: Recovery-Oriented Systems of Care | Texas Health and Human Services.

4. **Ensure all project materials include the following attribution statement:** "This project is supported by Texas Targeted Opioid Response, a public health initiative operated by the Texas Health and Human Services Commission through federal funding from the Substance Abuse and Mental Health Services Administration grant award number HHS001646400001"

5. 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; as referenced above in Section V(A)(6).

6. Ensure the development of local agreements within six months of initial contract execution date to address referral processes, coordination of services, education, and sharing of information as allowed per the CMBHS consent form with and provide to Be Well Texas upon request.
   a. Department of Family and Protective Services (DFPS) local offices;
   b. Office Based Treatment (OBT) providers receiving federal and/or State funds;
   c. Local Prevention Resource Center that can be found at this website: Prevention Resource Centers | Texas Health and Human Services
   d. HHSC-funded co-occurring psychiatric and substance use disorders (COPSD) providers; and
   e. Federally Qualified Health Centers (FQHCs).

7. Provider shall have and submit upon Be Well Texas' request, an executed Memorandum of Understanding (MOU) with the local Outreach, Screening, Assessment, and Referral (OSAR) provider in Provider's region within six months of initial contract execution date, which shall address, at a minimum, the following:
   a. How capacity and treatment availability information to each OSAR provider will be reported in the region;
   b. Referral processes when immediate capacity is not available;
   c. Whether subcontractor or OSAR provider will provide initial required interim services;
   d. Emergency referrals and transportation assistance for clients in crisis;
   e. Subcontractor-specific policy on how and when clients are removed from the waiting list; and
   f. Describe quarterly updating of specific contact information for key agency staff that handle day to day client placement activities.

8. Provider shall have and submit upon request, an executed MOU with Local Mental Health Authority (LMHA) or Local Behavioral Health Authority (LBHA) providers known as a Health Authority (HA) in Provider's region within six months of initial contract execution date, which shall address, at a minimum, the following:
   a. Objectives, roles, and responsibilities of each Party;

b. Scope of services provided by each Party to meet the needs of the clients served;
c. Confidentiality requirements;
d. Description of how quality of and efficacy of services provided will be assessed;
e. the federal and State priority populations and requirements;
f. requirements for referral and referral follow up;
g. non-duplication of services;
h. Emergency referrals and transportation assistance for clients in crisis;
i. Coordination of enrollment and engagement of clients in HA services;
j. Coordination with concurrent and subsequent services; and
k. Documentation of referral, referral follow-up, and other case management services provided;
l. Implementation and expiration dates; and
m. Contain signatures by both Parties.

9. Provider shall have and submit upon request to Be Well Texas, an executed MOU with Recovery Support Services (RSS) provider(s) in Provider's region within six months of initial contract execution date, which shall address, at a minimum, the following:
   a. Appropriate referrals to and from Provider and RSS for indicated services;
   b. Coordination of the enrollment and engagement of clients;
   c. Coordination of non-duplication of services;
   d. Collaboration between treatment staff and Recovery Support Services for improved client outcomes; and
   e. Documentation of referral, referral follow-up and other case management services provided;
   f. Implementation and expiration dates; and
   g. Contain signatures by both Parties.

   RSS Organizations can be found at this website: Recovery Support Services |Texas Health and Human Services.

10. **Ensure all presentation and training materials include the following disclaimer statement:** "The views expressed do not necessarily reflect the official policies of the Department of Health and Human Services or Texas Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. or Texas Government."

11. **Ensure submission of public-facing project materials to Be Well Texas for approval at least two weeks prior to publication.** Public-facing materials include but are not limited to press releases, publications, reports, fact sheets, and advertisements. Be Well Texas will provide guidance on the approval process and timeline.

12. Ensure adherence to the TTOR Brand Guidelines for all communications. Provider may apply for an exception to be approved by Be Well Texas, but at a minimum Provider shall utilize the approved voice, tone, brand architecture, and TTOR logo described in the TTOR Brand Guidelines. The TTOR Brand Guidelines provide a guide for the TTOR team and all TTOR-funded projects to ensure brand consistency. The TTOR Brand Guidelines will be provided by Be Well Texas.

C. Overdose Prevention and Reversal Education

Provider shall:

1. Provide overdose prevention, reversal education, and materials to:
   a. Individuals on the Provider's wait list;
b. All clients prior to discharge, including those that received overdose prevention, reversal education, and materials prior to admission or on admission.

2. Document all overdose prevention, reversal education, and materials that have been disseminated in CMBHS. Information regarding bulk ordering of Naloxone can be found at this website: https://naloxonetexas.com.

3. Required overdose prevention activities is conducted with clients with an OUD and with clients that use drugs intravenously to include:

   a. Education on overdose prevention and risk reduction strategies;
b. Education about and referral to community based and State-funded services for clients with intravenous drug use history;
c. Referral to local community resources that work to reduce harm associated with high-risk behaviors associated with drug use; and
   d. For detailed guidance, refer to SAMHSA's Opioid Overdose Prevention Toolkit found at this website: Overdose Prevention and Response Toolkit | SAMHSA.

D. Service Delivery

Provider shall:

1. Admit individuals based on the following federal priority populations established for entering state-funded substance use disorder services, in accordance with 45 CFR §96.131:
   a. Pregnant injecting individuals must be admitted immediately;
b. Pregnant individuals must be admitted immediately; and
   c. Injecting drug users must be admitted within fourteen (14) calendar days.

2. Admit individuals based on the state priority populations, state priority populations have been established for entering state-funded substance use disorder services:
a. Individuals identified as being at high risk for overdose must be admitted within 72 hours;
b. Individuals referred by the Department of Family and Protective Services (DFPS) must be admitted within 72 hours;
c. Individuals experiencing housing instability or homelessness will be admitted to requested services within 72 hours: and
d. All other populations.

3. Establish screening procedures to identify individuals of federal and state priority populations.

4. Ensure successful referral and admittance within the above-referenced time frames to another HHSC-funded contractor. If unable to secure successful referral and admittance, contact Be Well Texas at BeWellTX@uthscsa.edu.

5. Accept clients from every region in the State and from the OSAR, when capacity is available to accommodate federal and State priority population.
a. If two individuals are of equal priority status, preference may be given to the

individual living in OSAR service area region.

b. Provider will include a statement in all brochures and will post a notice in all applicable provider lobbies, of the federal and state priority population admission requirements.
c. When space is not available, Provider will immediately contact the Be Well Texas Wait List and Capacity Management Coordinator regarding the DFPS priority population individual placed on the waitlist at Substance_Use_Disorder@hhs.texas.gov & BeWellTX@uthscsa.edu.

6. Document the previous day's capacity in CMBHS, Daily Capacity Management Report, on Monday through Friday by 11:00am Central Time.

7. Maintain a wait list in CMBHS to track all eligible individuals who have been screened but cannot be admitted to MOUD immediately.

8. Implement written procedures that address maintaining weekly contact with individuals waiting for admission, as well as what referrals are made, when a client cannot be admitted for services immediately.

9. Implement written procedures that address monthly contact with clients currently receiving MOUD services and waiting for a state-funded slot.

10. When Provider cannot admit a client, Provider shall:
a. Ensure that an emergency medical care provider is notified immediately if applicable;
b. Coordinate with an alternate provider for immediate admission;
c. Notify Be Well Texas Waitlist and Capacity Management Coordinator at Substance Use Disorder (Substance_Use_Disorder@hhs.texas.gov & BeWellTX@uthscsa.edu) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate.

11. At Be Well Texas discretion, coordinate services with HHSC and/or Be Well Texas- identified stakeholders to improve access to the continuum of services offered by the HHSC/Be Well Texas. Coordination may include, but is not limited to, scheduled meetings, collaboration on related initiatives, and service referrals.

E. Medication

Provider shall ensure that physicians:

1. Prescribe and monitor adequate dosage levels for each client; and

2. Not impose and/or limit dosage capitations for any prescribed medication for the treatment of opioid use disorder.

F. Screening and Assessment

Provider shall:

1. Comply with all rules in the TAC, Title 26, Part I Chapter 563 Minimum Standards for Narcotic Treatment Programs and, specifically, 26 TAC 563.148, State Operational Requirements.

2. Utilize the *Diagnostic and Statistical Manual of Mental Disorders* – V (DSM-V)

criteria for a substance use disorder to determine client diagnosis.

3. When conducting a CMBHS Substance Use Disorder screening, Provider shall conduct the screening in a confidential, face-to-face interview unless there is documented justification for an interview by phone.

4. Conduct face-to face and document a CMBHS Substance Use Disorder Initial Assessment as directed by Be Well Texas, with the client. The CMBHS assessment will identify the impact of substances on physical, mental health and other identified physical health issues including tuberculosis, Hepatitis B and C, sexually transmitted disease (STD) and Human Immunodeficiency Virus (HIV). The assessment must meet the requirements outline in TAC 26 §564.803(a)(b).

5. Provider shall conduct and document a CMBHS Substance Use Disorder Update Assessment with the client six months after admission (service begin date in CMBHS) and then annually thereafter.

G. Testing

Provider shall:

1. Provide, arrange and document interim services including screening for tuberculosis, hepatitis B and C, sexually transmitted diseases (STDs), and Human Immunodeficiency Virus (HIV) while only subcontracting laboratory services and hepatitis C virus testing components.

2. If the client is living with HIV, refer the client to appropriate community resources to complete the necessary referrals and health-related paperwork. If the client needs residential services refer to HHSC HIV-statewide provider if available.

3. Provide health screenings, testing, and prevention education.

a. Provider shall provide testing for clients who self-identify as already testing positive for HIV or hepatitis B or C unless it is confirmed that the client is currently receiving medical care for these conditions.
b. If the client indicates that they had a positive test for tuberculosis (TB) in the past, Provider shall screen for TB to determine whether symptoms exist and provide a referral to the local health department for further assistance and/or treatment if needed.
c. If any other screenings or tests indicate a need for medical services, Provider shall ensure that the client is able to access those services.
d. Provider shall contact the local health department to report all positive results for hepatitis B on pregnant women, and all positive results on HIV, gonorrhea, chlamydia, syphilis, and other relevant results.
e. Provider shall comply with TAC, Title 26, Part I Chapter 563 Minimum Standards for Narcotic Treatment Programs, and specifically, 26 TAC 563.148 for scheduling of drug testing.

4. Document and upload in CMBHS with client signature the informed consent for routine opt-out testing:
   a. Tuberculosis;
b. Hepatitis B;
   c. Hepatitis C;

d. Gonorrhea;
e. Chlamydia;
f. Human Immunodeficiency Virus (HIV) Initial;
g. Human Immunodeficiency Virus (HIV) Confirmatory (Note: Confirmatory may only be billed after the results from the initial results are obtained.); and
h. Diabetes (using A1c testing).

5. Provide testing and screening results to the client by the physician or his/her designee. All positive results must be provided to the client in person.

6. Document screening and testing results in the client's CMBHS record and medical needs resulting from testing are incorporated into the client's treatment plan.

7. Physician may choose to consult with the client on comorbid conditions and provide services upon admission or as indicated for the following:

a. First-line wound care therapy which could include wound cleansing, use of systemic or topical antibiotics, use of pressure loading devices, perform compression, and apply dressing.
b. Co-occurring psychiatric disorders (Note: The initial interview for diagnosis of psychiatric condition may not be billed as the initial evaluation for admission to MOUD); and
c. Hepatitis C Virus (HCV) treatment coordination.

H. Treatment Planning, Implementation, and Review

Provider shall:

1. Comply with all rules in 26 TAC, Part I Chapter 563 Minimum Standards for Narcotic Treatment Programs, and specifically, 26 TAC 563.148, State Operational Requirements, and 42 CFR, Chapter 1, Subchapter A, Part 8 – Medications for the Treatment of Opioid Use Disorder.

2. Collaborate actively with clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan shall document the expected length of stay.

3. Document referral and referral follow up in CMBHS to the appropriate community resources based on the individual needs of the client.

I. Recovery Oriented Medication Assisted Treatment

Provider shall provide:

1. Access to peer-based recovery support for all individuals served;

2. Upon Be Well Texas request, provide space for Medication Assisted Recovery Patient advocacy groups to train and support clients receiving services and staff providing service, and

3. Utilize and reference the following: https://atforum.com/documents/Recovery.pdf

J. Discharge

Provider shall:

1. Comply with all applicable rules in 26 TAC, Part I Chapter 563 Minimum Standards for Narcotic Treatment Programs, and specifically 26 TAC 563.148 and 42 CFR Part 8.

2. Develop and implement an individualized discharge plan with the client to assist in sustaining medication assisted recovery.

3. Identify a specific physician or authorized healthcare professional, as appropriate, to whom the client is being discharged and will ensure that an appointment has been made with that provider to occur within 72 hours to maximize the client's chances for success. The name, address, and telephone number of the provider caring for the client after discharge will be recorded in the client's record and given to the client in writing.

4. Document the client-specific information that supports the reason for discharge listed on the discharge report. Appropriate referrals shall be made and documented in CMBHS.

a. A client's treatment is considered successfully completed if both of the following criteria are met:
    i. client has completed the clinically recommended number of treatment units (either initially projected or modified with clinical justification) as indicated in CMBHS; and
    ii. All problems on the treatment plan have been addressed.

b. Use the treatment plan component of CMBHS to create a final and completed treatment plan version. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge.

c. Problems that have been "referred" shall have associated documented referrals in CMBHS:
    i. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components; and

    ii. "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

d. If the discharge plan includes the use of extended-release injectable naltrexone, the medical director or qualified designee will either administer the medication prior to discharge or Provider will ensure that the client has immediate access to such medication services upon discharge.

5. In addition to 26 TAC, Part I Chapter 563 Minimum Standards for Narcotic Treatment Programs and 26 TAC 563.148, follow 26 TAC Part 1, Chapter 564 standards listed below:

a. Subchapter B, Standard of Care Applicable to All Providers
    i. Rule §564.4: General Standard
    ii. Rule §564.5: Scope of Practice
    iii. Rule §564.6: Competence and Due Care
    iv. Rule §564.7: Appropriate Services
    v. Rule §564.8: Accuracy
    vi. Rule §564.9: Documentation
    vii. Rule §564.10: Discrimination
    viii. Rule §564.11: Access to Services
    ix. Rule §564.12: Location
    x. Rule §564.13: Confidentiality
    xi. Rule §564.14: Environment
    xii. Rule §564.15: Communications
    xiii. Rule §564.16: Exploitation
    xiv. Rule §564.17: Duty to Report
    xv. Rule §564.18: Impaired Providers
    xvi. Rule §564.19: Ethics
    xvii. Rule §564.20: Specific Acts Prohibited
    xviii. Rule §564.21: Standards of Conduct
b. Subchapter E, Facility Requirements
    i. Rule §564.504: Quality Management
    ii. Rule §564.506: Required Postings
    iii. Rule §564.508: Client Records
c. Subchapter G, Client Rights
    i. Rule §564.704: Program Rules
    ii. Rule §564.707: Responding to Emergencies

K. Staff Requirements

Provider shall facilitate the following:

1. All personnel shall receive the training and supervision necessary to ensure compliance with Be Well Texas rules, provision of appropriate and individualized treatment, and protection of client health, safety, and welfare.

2. Ensure that all direct care staff receive a copy of this Contract.

3. Ensure that all direct care staff review all policies and procedures related to the Program or organization on an annual basis.

4. Provider shall ensure that appropriate staff participate in Be Well Texas webinars, conference calls, and trainings at the specified dates, times, and locations as required by Be Well Texas.

5. Within ninety (90) calendar days of hire and prior to service delivery, direct care staff shall have specific documented training in the following:
    a. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
    b. Trauma, Abuse and Neglect, Exploitation, Violence, Post-Traumatic Stress Disorder, and Related conditions as Be Well Texas sees fit;
    c. Cultural Sensitivity and Competency, specifically including but not limited to gender and Sexual identity and orientation;
    d. Overdose Prevention Training;

e. Harm Reduction trainings; and
f. Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 training.
g. CMBHS Trainings completed by staff prior to service delivery. (Cybersecurity and HHS Privacy trainings)

6. Ensure all direct care staff complete annual education on HIPAA and 42 CFR Part 2 training.

7. Ensure all direct care staff complete a minimum of 10 hours of training each State Fiscal Year in any of the following areas:
a. Motivational Interviewing Techniques;
b. Culturally competencies;
c. Reproductive health education;
d. Risk and harm reduction strategies;
e. Trauma Informed Care;
f. Seeking Safety or
g. Suicide prevention and intervention

8. Within six months of hire, direct care staff shall have documented training in the following:
a. Medication Assisted Recovery, and/or
b. Certified Medication Assisted Treatment Advocacy Training.
c. If training is not immediately available, please visit website: https://opioidresponsenetwork.org/ and document the attempts made to schedule and/or attend training to comply with the following requirements:
   i. Individuals responsible for planning, directing, or supervising treatment services shall be Qualified Credentialed Counselors (QCCs).
   ii. Substance Use Disorder counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern. Substance use disorder education and life skills training shall be provided by counselors or individuals who have appropriate specialized education and expertise. All counselor interns shall work under the direct Supervision of a QCC.
   iii. Provider shall train staff and develop a policy to ensure that information gathered from clients is conducted in a respectful, non-threatening, and culturally competent manner. Provider will make available to the Be Well Texas upon request.

L. Third-Party Payors

Provider shall:

1. Not seek reimbursement from Be Well Texas if the individual is covered by a third-party payor.

2. Demonstrate the capacity to bill insurance, Medicaid, and/or Medicare for individuals with health insurance coverage and
a. Contract with Medicaid and the identified Managed Care Organizations in service delivery region;
b. Contract with Medicare in the service delivery region.

3. Refer individuals to a treatment program that is approved by the individual's third-party payor if Provider is not eligible for reimbursement.

a. If the approved treatment program refuses treatment services to the client and documents that refusal, Provider may provide treatment services and bill Be Well Texas;

b. The refusal, including third-party payor and approved treatment program, shall be documented in the client file;

i. If the client meets the diagnostic criteria for substance use disorder; and

ii. If client's third-party payor will cover or approves partial or full payment for treatment services, Provider may bill Be Well Texas 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 Be Well Texas 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; or

c. The client or parent/guardian has an adjusted income at or below 200% of the Federal poverty guidelines.

c. If a client has exhausted all insurance coverage and requires continued treatment, Provider may provide the continued treatment services and bill Be Well Texas if the client meets criteria specified in **Section V Subsection C. Service Delivery, 1-3.**

M. Annual Survey

Provider shall:

1. Complete the MOUD Programs Opioid Treatment Services (OTS) annual survey.

2. Use the HHSC approved client satisfaction OTS annual survey template for collecting information from clients who have received MOUD Program services.

3. Develop and coordinate a process for collecting client survey data.

4. Submit results of client survey in an annual report to BWTX as directed by BWTX.

N. Conference Calls

Provider Shall:

1. Ensure essential staff (e.g. program directors, program administrators, clinicians, contract manager, and/or medical directors) participate in monthly Provider conference calls as scheduled by BWTX to address programmatic, documentation, or testing issues.

2. Additionally, BWTX may facilitate weekly and/or monthly conference calls with the Provider to review the Monthly Activity Report deliverables and to discuss all issues and/or concerns with implementing the scope of work.

3. Provider may be requested to participate in quarterly interviews with the BWTX evaluation and quality assurance department to discuss program implementation and process

improvement.

O. BWTX Training and Technical Assistance

1. Provider shall participate in a minimum of one (1) BWTX TxRx (Medications for Substance Use Disorder) Extension for Community Healthcare Outcomes (ECHO) per month-Online.

2. **TxRx ECHO sessions** are held on the second and fourth Thursday of each month, from 12:00-1:00 PM Central Time. Provider shall attend the TxRx ECHO as members of the learning network.

3. Participating staff members should include clinical care team members.

4. Provider will lead at least one (1) case presentation during the term of this Agreement. BWTX will ensure appropriate technical assistance in presenting this case presentation.

5. Provider will not be held responsible for attending any ECHO sessions cancelled by BWTX throughout the grant period or those that occur prior to the Provider's contract execution date.

P. Program and Quality Improvement Evaluations

1. Provider shall complete evaluations for all training and technical assistance programs completed, including the TxRx ECHO, Texas Substance Use Symposium, and technical assistance. Provider will complete evaluations on or before the date indicated on individual evaluation forms and surveys.

1. BWTX Event Attendance

a. Provider shall attend BWTX custom technical assistance or training events when determined by BWTX to be directly relevant for the provider and staff providing MOUD or related services. If it is not possible for the provider to attend, a video/audio recording will be made available.

Q. Quality Management Requirements

Provider shall:

1. Provider shall comply with all applicable rules published in the Texas Administrative Code (TAC). Provider shall also comply with all applicable Texas Health and Safety Codes, including laws related to drug paraphernalia under Health & Safety Code Chapter 481.
2. The facility shall post a legible copy of the following documents in a prominent public location that is readily available to clients, visitors, and staff:

the Client Bill of Rights (English)

the Client Bill of Rights (2nd language)

the Commission's current poster on reporting complaints and violations (English)

the Commission's current poster on reporting complaints and violations (2nd language)

the client grievance procedure. (English)

the client grievance procedure (2nd language)

3. The facility shall have a certificate of occupancy from the local authority that reflects the current use by the occupant or documentation that the locality does not issue occupancy certificates.

4. The facility shall maintain current documentation of the organization's staffing structure, including lines of supervision and the number of staff members for each position.

5. The facility shall have private space for confidential interactions, including all group counseling sessions.

6. The facility shall prohibit smoking inside facility buildings and vehicles and during structured program activities. If smoking areas are permitted, they shall be clearly marked as designated smoking areas and shall not be less than 15 feet from any entrance to any building(s) and comply with local codes and ordinances. Staff shall not provide or facilitate client access to tobacco products.

7. BWTX will provide Quality Management (QM) and oversight as outlined in Texas Administrative Code Chapter 564 Quality Management, for all subcontractors performing activities required within Attachment A.

8. Providers shall be reviewed on their compliance with contract and regulatory requirements and delivery of client care at least once per Fiscal Year during the term of the contract.

9. Provider shall participate in onsite and/or desk reviews and continuous quality improvement (CQI) activities as defined and scheduled by BWTX which includes but not limited to data verification, performing reviews; and submitting supporting documentation and client records for review. Reviews may be conducted either announced or unannounced, as determined by BWTX.

10. Providers found to be underperforming or noncompliant as a result of the quality monitoring performed shall submit a Performance Improvement Plan (PIP) or Corrective Action Plan (CAP) with supporting documentation for every audit finding, as requested by BWTX. These PIPs are to be monitored for completion and effectiveness at a future date to be determined by BWTX.

11. Provider shall participate in and actively pursue CQI activities that support performance and outcomes improvement.

12. Provider shall respond to consultation recommendations by BWTX, which may include, but are not limited to the following:
    a. Staffing training;
b. Self-monitoring activities guided by BWTX, including use of quality management tools by BWTX to identify compliance to contract and regulatory requirements and measure quality of the delivery of client

care. A walkthrough of these audit tools is part of the Entrance Conference scheduled by BWTX at the beginning of the audit process for the Fiscal Year.

c. Monitoring of performance reports in HHSC's electronic clinical management system.

13. Provider shall maintain financial and programmatic performance records pertaining to but not limited to Spend Down: Expenses vs. Fiscal Year budget; Capacity vs. Allocated Census that is made available for inspection by BWTX, upon request.

14. Failure to comply with the terms and conditions of the agreement may result in termination of the agreement with or without prior notice. Please reference section 3 Termination Clause.

15. Provider shall maintain receipts for purchases for 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.

16. Right to Access- The Provider shall allow UT Health, Texas Health and Human Services, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of their representatives, the right to access to inspect the work and the premises on which any work is performed and the right to audit the Provider in accordance with §200.300 of the 0MB Uniform Guidance.
17. Provider shall have a written policy that clearly prohibits the abuse, neglect, and exploitation of clients and/or participants.

18. BWTX will develop a quarterly review schedule, and ensure all providers are reviewed at least once per fiscal year. BWTX shall document the Quality Management (QM) activities performed in the period being reported and include them in a section of the Quarterly Report. At a minimum, the QM activities section of the Quarterly Report should include the following: Date of review;
    a. Name of contractor;
    b. Unique subcontractor's Identifier for the review;
    c. Type of review;
    d. Name of staff conducted review;
    e. List of findings;
    f. Number of monitoring reviews conducted;
    g. Types of monitoring reviews conducted;
    h. Summary evaluation of findings and plan of oversight to facilitate compliance, if applicable;
    i. Number and nature of complaints received with resolutions for the complaints; and
    j. List of significant findings that must, at a minimum, include the following:
        a. Immediate risk to health or safety;
        b. Participant abuse, neglect, or exploitation;
        c. Fraud, waste, or abuse reports; and
        d. Report criminal activity of any subcontractor's staff.

19. BWTX will develop and utilize a quality management monitoring tool that must be completed to document all quality reviews. All completed tools with corrective actions documentation must be stored and made available to BWTX upon request.

20. BWTX will monitor all subcontracts to ensure compliance. The required Quality Management report will include activities to support the QM activities for this project.

VI. SUBMISSION SCHEDULE and REPORTING REQUIREMENTS

Provider shall:

A. Submit all deliverables to Clinical Management Behavioral Health Services (CMBHS) and/or any alternative method required by Be Well Texas for documenting MOUD-related activities, services, and testing. Provider is required to maintain access to required systems or platforms for the term of this Grant Agreement

B. Submit additional required deliverables for this contract upon request.

C. Ensure the use of CMBHS components and/or functionality, in accordance with Be Well Texas instructions. Provider will use the updated components and/or functionality as directed by Be Well Texas Provider's duty to submit documents survives the termination or expiration of this Contract.

D. Ensure that the required number of clients are served per year based on the amount funded.

E. Provider shall perform and submit SAMHSA Unified Performance Reporting Tools (SUPRT) for all participants who are engaged in treatment or long-term recovery services. If only referrals are made to treatment or recovery, then the SUPRT assessments do not have to be submitted. SUPRT consists of two components:
   1. **SUPRT–Administrative (SUPRT-A):** This assessment is completed by subcontractor staff, using information from the client's Electronic Health Record or other client recordkeeping system. Completion of SUPRT-A is always required when an assessment becomes due; however, the Demographics section should only be completed if the client, proxy, or caregiver/parent declines the SUPRT-C baseline assessment.
   2. SUPRT–Client or Caregiver (SUPRT-C): This assessment is completed independently by the client, their proxy, or a caregiver/parent when an assessment becomes due. While SUPRT-A is a single form, SUPRT-C includes age-specific versions for each assessment. SUPRT-C should be encouraged but it is not required to complete for clients to receive services.

F. Note that if the due date is on a weekend or holiday, the due date is the following business day.

G. Submitted documents will survive the termination or expiration of this Contract.

H. Respond to requests and provide information and/or data meeting federal and state legislative requirements as requested and within the timelines specified.

I. Monitor performance of the requirements in this Attachment and comply with the Contract's terms and conditions.

J. Submit all documents listed in the table displayed in this section using the naming conventions provided by the stated due date.

Deliverable Type	Due Date	SUBMISSION
CMBHS Attestation Form, List of Authorized Users, if applicable, HHSC Cybersecurity and HIPPA Training Certificates.	Twice Annually: September 10th & March 10th	BeWellTXHelpDesk@uthscsa.edu
Monthly Capacity Report	10th day of the following month	Monthly in CMBHS
Wait List	Daily, update as needed	CMBHS daily, as needed
GPRA Assessments	Ongoing	CMBHS
Closeout Documents	9/5/2027	Claims and GPRA Assessment final deadline entered in CMBHS
Claims	5th calendar day for services rendered from previous month.	CMBHS
Quality Audit	TBD	BeWellTXQuality@uthscsa.edu
Monthly Conference Calls	Third Thursday of each month, from 10:00-11:00 AM Central Time	Attendance Required
TxRx ECHO Session	Second and fourth Thursday of each month, from 12:00-1:00 PM Central Time	Attendance Required (1 session per month)
MOUs		
Executed MOU with OSAR (Outreach, Screening, Assessment, Referral)	Upon request.	Provider will maintain documentation and provide to BWTX Quality upon request.
Executed MOU with LMHA/LBHA (Local Mental/Behavioral Health Authority)	Upon request.	Provider will maintain documentation and provide to BWTX Quality upon request.
Executed MOU with RSS (Recovery Support Services)	Upon request.	Provider will maintain documentation and provide to BWTX Quality upon request.
Executed MOU with COPSD (Co-Occurring Psychiatric Substance Abuse Disorder)	Upon request.	Provider will maintain documentation and provide to BWTX Quality upon request.
Executed MOU with FQHC (Federally Qualified Health Center)	Upon request.	Provider will maintain documentation and provide to BWTX Quality upon request.
Executed MOU with OBT (Office Based Opioid Treatment)	Upon request.	Provider will maintain documentation and provide to BWTX Quality upon request.

Executed MOU with Local Prevention Resource Center	Upon request.	Provider will maintain documentation and provide to BWTX Quality upon request.
Policies & Procedures		
Waitlist Policy & Procedure	Upon request.	BWTX Quality upon request.
Quality Monitoring Policy & Procedure	Upon request.	To be provided to BWTX Quality upon request.
Policy and Procedure on Criteria for Prescribed Medications	Upon request.	To be provided to BWTX Quality upon request.
Caseload Policy and Procedure	Upon request.	To be provided to BWTX Quality upon request.
Policy and Procedure on Client Retention for Services	Upon request.	To be provided to BWTX Quality upon request.
Policy and Procedure on a Marketing Plan to engage local referral sources and provide information to these sources	Upon request.	To be provided to BWTX Quality upon request.

ATTACHMENT A-1
PERFORMANCE AND OUTCOME MEASURES

A. PERFORMANCE MEASURES:

1. Provider is responsible for the measures for the programs the subcontractors received funding, in accordance with the Signature Page, Section V. Budget and Indirect Cost Rate.
2. Provider's performance will be measured in part on the achievement of the key performance measures stated below.
3. Provider will ensure that clients achieve sustained remission from the symptoms of their substance use disorder as indicated in the table below.
4. Provider must ensure compliance to the following performance measures.:

Medications for Opioid Use Disorder Treatment (MOUD) Program Services	Target
1. Numbers served: (Sanction)	3266
2. Percent of active clients who complete OTS Survey at time of administration (Sanction)	70%
3. Percent of clients receiving overdose prevention education	95%
4. Percent of clients receiving naloxone	80%
5. Percent of clients reporting engagement with Recovery Support Services this year	50%

B. PERFORMANCE MEASURES METHODOLOGY:

The MOUD Program services performance measures methodology are as follows:

1. Numbers Served

   The target numbers served is calculated using the MOUD Rate Sheet and the contracted funding amount.

2. Percent of active clients who complete OTS Survey at time of administration.
   a. The numerator is the number of OTS Surveys submitted.
   b. The denominator is the total number of clients that meet the following criteria:
      i. Were actively enrolled in services for 60 days or more prior to taking the survey.
      ii. Must have state funding and a valid claim during the survey administration period.
3. Percent of clients receiving overdose prevention education:
   a. The numerator is the number of clients that received overdose prevention education in one Fiscal Year on the annual OTS survey.
   b. The denominator is the total number of new clients served at the time of the

OTS survey conducted on an annual Fiscal Year basis.

4. Percent of clients receiving naloxone:
   a. The numerator is the number of clients that received naloxone in one Fiscal Year on the annual OTS survey.
   b. The denominator is the total number of new clients served at the time of the OTS survey conducted on an annual Fiscal Year basis.
5. Percent of clients reporting engagement with Recovery Support Services within the fiscal year:
   a. The numerator is the number of clients served who meet one or more of the following criteria:
      i. Had an open recovery services case at any state-funded provider in CMBHS (includes Recovery Services – Adult, Recovery Services – Adult – TTOR, and Recovery Services – Youth)
      ii. Reported attendance at self-help groups or community support groups on their most recent SUD assessment.
      iii. Received a referral for "Recovery support services" in the Fiscal Year
   b. The denominator is the total number of clients served in the Fiscal Year.

C. OUTCOME MEASURES:

Provider must ensure compliance to the following outcome measures:

Medications for Opioid Use Disorder Treatment (MOUD) Program Services	**Target**
1. Percent of clients whose length of stay is at least one (1) year	65%
2. Percent of clients whose length of stay is at least six (6) months	80%
3. Percent of clients with absence of drug use/misuse (including alcohol) this year	60%
4. Percent of clients with no arrest reported on most recent SUD assessment	90%
5. Percent of clients reporting "stable" housing on most recent SUD assessment.	80%
6. Percent of clients reporting as employed or enrolled in school on most recent SUD assessment.	50%

D. OUTCOME MEASURES METHODOLOGY

The MOUD Program services outcome measures methodology are as follows:

1. Percent of clients whose length of stay is at least one year**:**
   a. The numerator is the number of clients served whose length of stay between their admission service begin date and service end date (or the last day of the Fiscal Year if still in services) is at least 365 days.
   b. The denominator is the total number of clients served in the Fiscal Year, excluding active new clients who have not yet been in services for a year.

2. Percent of clients whose length of stay is at least six months:
   a. The numerator is the number of clients served whose length of stay between their admission service begin date and service end date (or the last day of the Fiscal Year if still in services) is at least six months.
   b. The denominator is the total number of clients served in the Fiscal Year, excluding active new clients who have not yet been in services for six months.

3. Percent of clients with absence of drug use/misuse (including alcohol) each Fiscal Year:
   a. The numerator is the number of clients who report they have not used any substances for the past 30 days on their most recent SUD assessment, excluding assessments completed at intake.
   b. The denominator is the total number of clients served in the Fiscal Year who had a valid SUD assessment and have been in services for at least six months.

4. Percent of clients with no arrest reported on most recent SUD assessment:
   a. The numerator is the number of clients who report they have not been arrested in the past 30 days on their most recent SUD assessment, excluding assessments completed at intake.
   b. The denominator is the total number of clients served in the Fiscal Year who had a valid SUD assessment and have been in services for at least six months.

5. Percent of clients reporting “stable” housing on most recent SUD assessment:
   a. The numerator is the number of clients who report their living situation was “Independent” or “Dependent” on their most recent SUD assessment, excluding assessments completed at intake.

b. The denominator is the total number of clients served in the Fiscal Year who had a valid SUD assessment and have been in services for at least six months.

6. Percent of clients reporting as employed or enrolled in school on most recent SUD assessment:
   a. The numerator is the number of clients who report they were currently in school or were enrolled full time or part time on their most recent SUD assessment, excluding assessments completed at intake.
   b. The denominator is the total number of clients served in the Fiscal Year who had a valid SUD assessment and have been in services for at least six months, excluding clients who reported they were “Not in the Labor Force.”

ATTACHMENT B
PROGRAM SERVICES AND UNIT RATES

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 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***
619	$5,591,090.02
**Subject to change*	

IV. Service Unit Rates

The Treatment Rate Sheet link below is subject to change and 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 in the Clinical Management for Behavioral Health Services (CMBHS) System after services are rendered. Monthly claims shall be completed and generated by the 5th calendar day of each month. It is the Provider's responsibility to notify BWTX when all monthly claims have been completed and finalized to authorize BWTX to initiate the payment process. To ensure timely payment, you must notify BWTX as soon as your claims are finalized. If you do not notify us by the deadline, your payment processing will not begin until the 15th of the calendar month. **September claims must be submitted by October 15th. Claims submitted for September services following October 15th may not be reimbursed. Claims submitted beyond 180 days of service cannot be approved for reimbursement.**

Providers 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 in CMBHS for the grant term is no later than 9/15/2027. Meeting this deadline is essential to ensure compliance with institutional and state financial regulations.

VI. Recapture of Funds

At its sole discretion, BWTX may withhold all or part of any payment due to the Provider to offset any overpayments or unallowable or ineligible costs paid to the Provider or require the Provider to promptly refund a credit within (30) calendar days of written notice, any funds erroneously paid by BWTX that are not expressly authorized under the Contract.

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 Contract 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 Contract for the duration of the contract 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 Contract 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 Contract for the duration of the contract 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. Document all specified required activities and services in the Clinical Management for Behavioral Health Services (CMBHS) system.
j. 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. 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 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 third party insurance.
o. Please note, the client is not eligible for BWTX-funded services until all required documentation is submitted as referenced 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 file;
g. The Client meets the diagnostic criteria for substance use disorder; and
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:
i. 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;
j. The Client or parent/guardian cannot afford to pay the deductible or the non- reimbursed portion of the cost of treatment; or
k. The Client or parent/guardian has an adjusted income at or below 200% of the Federal poverty guidelines.

l. 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.

ATTACHMENT C
DATA USE AGREEMENT

The University of Texas Health Science Center at San Antonio ("UTHSA") has contracted with North Texas Behavioral Health Authority ("Provider") for performance of services on behalf of UTHSA which are subject to the Data Use Agreement ("DUA"). Provider acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to UTHSA under the DUA, incorporated by reference in this Agreement, with respect to Texas Department of Health and Human Services ("HHSC") Confidential Information. UTHSA and Provider agree that HHSC is a third-party beneficiary to applicable provisions of the subcontract.

HHSC has the right but not the obligation to review or approve the terms and conditions of the services agreement by virtue of this Data Use Agreement.

UTHSA and Provider assure HHSC that any Breach or Event as defined by the DUA that Provider discovers will be reported to HHSC by UTHSA in the time, manner and content required by its DUA with HHSC.

If UTHSA knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Provider that constitutes a material breach or violation of the DUA or the Provider's obligations UTHSA will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the service agreement with Provider, if feasible;
3. Notify HHSC immediately upon reasonably discovery of the pattern of activity or practice of Provider that constitutes a material breach or violation of the DUA and keep HHSC reasonably and regularly informed about steps UTHSA is taking to cure or end the violation or terminate Provider agreement or arrangement.

UTHSA

By: Digitally signed by Chris G. Green, CPA Date: 2026.08.31 10:40:17 -05'00'

Name: Chris G. Green, CPA

Title: AVP, Sponsored Programs

Date: 08/31/2026

Provider

By: Carol E. Lucky

Carol E. Lucky

Name:

Chief Executive Officer

Title:

Date: 8/28/2026

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT

X

Provider certifies that it is a HIPAA Covered Entity: Yes _____ No _____

(If yes, skip section below entitled, Business Associate Agreement)

Business Associate Agreement

This Business Associate Agreement (the "Agreement") by and between Business Associate and Covered Entity (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.

2. Business Associate. "Business Associate" shall mean **North Texas Behavioral Health Authority**.

3. Covered Entity. "Covered Entity" shall mean **The University of Texas Health Science Center at San Antonio**.

4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."

6. Individual. "Individual" shall mean the person who is the subject of the protected health information.

7. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.

8. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.

9. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.

10. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.

11. Provider. "Provider" shall have the same meaning as the term "Contractor" in 45 C.F.R. §160.103.

12. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing services to alleviate the adverse physiological efforts withdrawal from the use of opioids as required to meet the needs of the patient.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;

2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;

3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;

4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy rule if done by the Covered entity;

5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;

6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI;
request confidential communications of PHI; or request an accounting of disclosures of PHI; and, notify individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

   (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;

   (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and

   (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.

2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.

3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.

4. Safeguards.

   (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

(b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or Provider. Any access to PHI by Business Associate's employees, agents or Provider's shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.

6. Disclosure to Agents and Provider's. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a Contractor, Business Associate shall require the agent or Contractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a Contractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or Contractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or Provider's will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:

(a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic for, the Individual shall have a right to obtain a copy of such information in electronic for and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or for requested if it is readily producible in such form or for; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

(b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction

with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.

(c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic for, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate
agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

12. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R.

§164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than 30 days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or Provider's.

13. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review and control of Covered Entity. The Business Associate will notify the Privacy Officer via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
14. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Tile 11, subtitle B, chapter 521, Subchapter A, Section 521.053. Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or Provider's.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.

2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.

3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a Provider, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.

4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

    a. Provide an opportunity for Business associate to cure the breach or end the violation and terminate this Agreement, whether it is in the form of a standalone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

    b. Immediately terminate this Agreement whether it is in the form of a standalone agreement of an addendum to a Master Services Agreement if Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit

further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

   Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

   These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.

3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows: If to Covered Entity:

   The University of Texas Health
   Science Center at San Antonio
   Office of Sponsored Programs
   Attention: AVP, Sponsored
   Programs 7703 Floyd Curl
   Drive, MSC 7828 San Antonio,
   Texas 78229-3900 Phone
   Number: 210-567-2340
   Email: grants@uthscsa.edu

If to Business Associate:

_____

_____

_____

_____

Attn: _____

Phone Number: _____

Email: _____

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.

7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.

8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject thereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject thereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

COVERED ENTITY	**BUSINESS ASSOCIATE**
By:_____ (Authorized Signature)	By:_____ (Authorized Signature)
Name: Chris G. Green, CPA (Type or Print)	Name:_____ (Type or Print)
Title: AVP, Sponsored Programs	Title:_____
Date:_____	Date:_____

ATTACHMENT E
QUALIFIED SERVICE ORGANIZATION AGREEMENT (QSOA)

The University of Texas Health Science Center at San Antonio ("UTHSA") on behalf of the Be Well Texas Clinic and North Texas Behavioral Health Authority ("Provider") agree that this Agreement constitutes a Qualified Service Organization Agreement ("QSOA") as required by 42 C.F.R. Part 2.

Accordingly, Provider agrees to provide the services outlined in the Services Agreement ("Agreement") between such Parties. Information obtained by Provider relating to individuals who may have been diagnosed as needing, or who have received substance use disorder treatment services shall be maintained and used only for the purposes intended under this QSOA and in conformity with all applicable provisions of 42 USC 290dd-2 and the underlying federal regulations, 42 C.F.R. Part 2.

Furthermore, Provider:

(1) Acknowledges that in receiving, storing, processing and otherwise dealing with any information from the UTHSA Part 2 Program about the patients in the Part 2 Program, it is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and
(2) Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for the Federal Confidentiality Regulations, 42 C.F.R. Part 2.

IN WITNESS WHEREOF, an authorized officer of each Party has duly executed and delivered this QSOA effective as of the date set forth below:

UTHSA

By: Digitally signed by Chris G. Green, CPA Date: 2026.08.31 10:40:40 -05'00'

Name: Chris G. Green, CPA

Title: AVP, Sponsored Programs

Date: 08/31/2026

Provider

By: Carol E. Lucky

Name: Carol E. Lucky

Title: Chief Executive Officer

Date: 8/28/2026