



**NORTH TEXAS
BEHAVIORAL HEALTH
AUTHORITY**

**BOARD OF DIRECTORS
MEETING**

**October 14, 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, October 14, 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/84530692044?pwd=cY7eTEPgZ4wJxyPL7uWtw9jpdCBVvH.1>

Passcode: 787899

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.	Secretary's Report <i>*Present Minutes for approval: September 2026</i>	Judge Cody Beauchamp, Secretary	X
3.	Finance Committee Report <i>*Financial Reports for approval: August 2026</i>	Ryan Brown, Treasurer	X
4.	Public Commentary - Limited to 2 minutes – only those who are registered		
	Consent Agenda Items		
5.	Provider Meeting Update	Matt Roberts	X
6.	PLAG - Psychiatrists Leadership & Advocacy Group Update	John Bennett, M.D.	X
7.	Legislative Update	Janie Metzinger	X
	Agenda Item		
8.	PNAC - Planning & Network Advisory Committee Update	Walter Taylor, PhD	X
9.	Presentation: Mental Health Crisis and Emergency Detention	Chad Anderson, MA, LPC Supervisor Chief of Intensive and Forensic Services	
10.	Chief Executive Officer's Overview and Analysis	Carol Lucky	X

11.	*Resolution 521-2026 Approve Renaming of March 31st (<i>NTBHA Holiday</i>) to Farmworkers Day	Carol Lucky	X
12.	*Resolution 522-2026 Approve Receipt of SAMHSA Youth and Family Tree Award	Carol Lucky	X
13.	*Resolution 523-2026 Approve Inpatient Psychiatric Hospital Contract Renewals for FY2027	Carol Lucky	X
14.	*Resolution 524-2026 Approve Harris County Crisis Hotline Interlocal Agreement (<i>Renewal</i>) for FY2027	Carol Lucky	X
15.	*Resolution 525-2026 Approve Clinical Pathway Laboratories (<i>CPL</i>) Contract Renewal for FY2027	Carol Lucky	X
16.	*Resolution 526-2026 Approve Pharmacy Benefits Manager (<i>PBM</i>) Contract Renewal for FY2027	Carol Lucky	X
17.	*Resolution 527-2026 Approve Substance Use Disorder Provider Contract Renewals for FY2027	Carol Lucky	X
18.	*Resolution 528-2026 Approve Mental Health Provider Contract Renewals for FY2027	Carol Lucky	X
19.	Executive Session <i>The Board may go into Executive Session pursuant to Chapter 551, Subchapter D, Texas Govt. Codes as shown below:</i>		
20.	Discussion and possible vote in open session on matters considered in Executive Session	Commissioner Dr. Elba Garcia, Chair	
21.	Next Regular Board of Directors Meeting: November 11, 2026	Commissioner Dr. Elba Garcia, Chair	
22.	Adjourn	Commissioner Dr. Elba Garcia, Chair	

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

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

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

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

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

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

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

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

North Texas Behavioral Health Authority
Minutes of the Board of Directors Videoconference Meeting
Presiding Officer and NTBHA CEO were present at 8111 LBJ Fwy, Dallas, TX 75251
September 9, 2026, at 12:00 PM

2026 Attendance	Jan 14	Feb 11	Mar	Apr 8	May 13	Jun 10		Jul	Aug 12	Sep 9	Oct 14	Nov 11	Dec
Commissioner Dr. Elba Garcia, <u>Chair</u> Dallas County	X	A	N	X	X	X		N	X	X			N
Janis Burdett, <u>Vice-Chair</u> Ellis County	X	A	N	X	X	X		N	A	X			N
Ryan Brown, <u>Treasurer</u> Dallas County	X	X	N	X	X	X		N	X	X			N
Judge Cody Beauchamp, <u>Secretary</u> Navarro County	X	X	N	X	X	X		N	X	X			N
Judge Mary Bardin, Kaufman County	X	X	N	A	X	X		N	X	A			N
Judge Lela Lawrence Mays Dallas County	X	X	N	X	A	X		N	A	X			N
Maricela Canava Dallas County	X	X	N	X	X	X		N	X	X			N
Major Todd Calkins Rockwall County	X	X	N	A	X	A		N	R	R			N
Deputy Michael Allen Rockwall County	A	A	N	A	A	A		N	A	A			N
Captain Charlie York Navarro County	A	X	N	A	X	X		N	A	A			N
Sergeant Brad Elliott Ellis County	X	A	N	A	A	A		N	A	A			N
Nikki Haynes Hunt County	X	X	N	A	X	A		N	X	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 12:09 PM. This meeting was conducted via Zoom with limited board members and staff physically onsite. Approximately 53 participants were in attendance, including
 - Board members,
 - NTBHA staff and
 - No in-person visitors

Item #2***Resolution 515-2026 Elect NTBHA Board of Directors Officers for FY2027**

Maricela Canava, reported.

NTBHA Board of Directors elected the following board members for the following offices for FY 2027: 1. Chair: Dr. Elba Garcia, 2. Vice-Chair: Janis Burdett, 3. Treasurer: Ryan Brown, and 4. Secretary: Judge Cody Beauchamp.

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

Item #3**Secretary's Report**

Judge Cody Beauchamp reported that he reviewed the minutes from the August 12, 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 #4**Finance Committee Report**

Treasurer Ryan Brown reported that the July 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 Janis Burdett. The motion carried.

Item #5**Public Commentary**

None

CONSENT AGENDA**Item #6****Provider Meeting****Item #7****PLAG – Psychiatrists Leadership & Advocacy Group****Item #8****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 #9**PNAC – Planning & Network Advisory Committee Update**

Dr. Walter Taylor, CSO, stated there is no report since the PNAC did not meet in September.

Item #10**Presentation:**

Homeward Bound Celebrates Recovery Month! 45 Years-Still Standing. Doug Denton, Executive Director, Homeward Bound, Inc., provided an overview of the organization's history, programs, and continued commitment to behavioral health and substance use disorder treatment. Established in 1980 in partnership with Dallas County Courts and Probation, Homeward Bound will celebrate its 46th anniversary in October. Mr.

Denton expressed appreciation for NTBHA's support and highlighted the collaborative efforts of NTBHA and its community partners in expanding access to behavioral health services throughout the region.

Mr. Denton reviewed Homeward Bound's comprehensive continuum of care, including detoxification, residential substance use disorder treatment, outpatient services, medication-assisted treatment, psychiatric crisis residential services, peer support, case management, and recovery support. The organization serves individuals with co-occurring mental health and substance use disorders, including justice-involved individuals, veterans, and individuals experiencing homelessness. Homeward Bound also provides food assistance, employment and vocational support, and referrals to vetted sober living environments.

The presentation highlighted Homeward Bound's justice diversion initiatives and partnerships with local courts, probation departments, Child Protective Services, and law enforcement agencies. Its 16-bed Deflection Center operates 24 hours a day, seven days a week, providing law enforcement and community partners with an alternative to jail for individuals experiencing behavioral health crises. During the most recently completed fiscal year, the center served 1,164 individuals, with the average length of stay in August reported at 6.1 days. Mr. Denton emphasized the importance of connecting individuals with appropriate treatment and community resources while reducing unnecessary incarceration and hospital utilization.

Mr. Denton also discussed the organization's medication-assisted treatment services, including buprenorphine, long-acting injectable Sublocade, and Vivitrol. He highlighted the value of recovery coaches, peer support, and individualized assistance in helping clients maintain recovery and reintegrate into the community. Homeward Bound currently provides mental health outpatient services to 259 clients and serves 35 clients through its Assertive Community Treatment (ACT) team. Its rapid response outreach, supported by private foundation funding, engages individuals experiencing homelessness and other vulnerable circumstances and connects them with appropriate assistance.

Homeward Bound operates programs throughout the North Texas region, including Dallas, Carrollton, Corsicana, and Kaufman, and is working to establish an additional location in Waxahachie. The organization also operates a program in El Paso that provides services in a bilingual and bicultural setting. Mr. Denton noted that Homeward Bound works with more than 32 law enforcement agencies and reported growing interest in the Deflection Center, including interest from Methodist Hospital Police Department personnel.

Board members expressed appreciation for Homeward Bound's longstanding partnership, comprehensive services, and responsiveness to the needs of specialty courts and other community partners. Mr. Denton invited board members to view an upcoming three-part documentary highlighting recovery in North Texas. Carol Lucky thanked Mr. Denton and Homeward Bound for their continued service and contributions to the region.

Item #11

Chief Executive Officer's Overview and Analysis

CEO Carol Lucky reported that NTBHA has been focused on developing the upcoming budget amid uncertainty regarding future state funding. She reviewed the preliminary HHSC Legislative Appropriations Request, which indicates potential reductions in funding for community mental health, substance use disorder services, justice-involved programs, and community behavioral health administration during the 2027–2029 biennium. Ms. Lucky emphasized the importance of sustainable program planning and noted that NTBHA has diversified its funding through federal grants and other sources. She will provide the Board with additional details as they become available.

Ms. Lucky also reported two positive funding developments. The state approved the transfer of previously authorized housing build-out funds from Metrocare to Homeward Bound to develop transitional and supportive housing for individuals completing treatment. Additionally, NTBHA was awarded a five-year SAMHSA Youth, Adolescent, and Family Treatment grant totaling approximately \$2.6 million to expand

services for youth and adolescents over five years. Ms. Lucky recognized Shannon Vogel, Doug Denton, and their respective teams for their contributions to securing the grant.

Item #12***Resolution 516-2026 Approve NTBHA FY2027 Budget**

Elizabeth Goodwin, Chief Financial Officer, presented the FY 2027 budget, reflecting an increase in total agency funding from approximately \$172 million to \$184 million, primarily due to additional grant funding, including increases in the Youth Crisis Outreach Team (YCOT) program and supported housing. She noted that approximately 91% of NTBHA's funding comes from state and federal grants.

The Board discussed potential future funding reductions identified in HHSC's Legislative Appropriations Request and the importance of diversifying funding sources, pursuing additional grants, and developing sustainable programs. Ms. Lucky stated that NTBHA would continue seeking alternative funding opportunities and evaluating program sustainability. The Board also asked for details of agency reserves and an estimate of how long available reserves could support operations during potential funding delays or shortfalls. Ms. Lucky indicated that the information would be provided following further review.

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

Item #13***Resolution 517-2026 Ratify HHSC – (LBHA) Local Behavioral Health Authority Contract (SUD Authority) Amendment No.1 (HHS001650300001) for FY2026 – FY2030**

The Board ratified the CEO's signature on the HHSC Health Community Collaborative contract for FY2027–FY2031. CEO Carol Lucky explained the amendment provides approximately \$3.9 million over five years, or \$780,000 annually, to continue operating and managing substance use disorder programs. The funding remains level, and no matching funds are required.

- Vote: Judge Cody Beauchamp moved to approve the resolution, seconded by Maricela Canava. The motion carried unanimously.

Item #14***Resolution 518-2026 Ratify HHSC – (CCMS) Comprehensive Case Management Services Contract Amendment No.1 (HHS001650300003) for FY2026 – FY2030**

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 provides approximately \$7.7 million over five years, or \$1.5 million per fiscal year, to support intensive case management services for individuals receiving or awaiting intensive residential services. Funding remains level and requires a \$73,000 match, which may be provided through county contributions or other program funding..

- Vote: Judge Cody Beauchamp moved to approve the resolution, seconded by Ryan Brown. The motion carried unanimously.

Item #15***Resolution 519-2026 Ratify BeWellTx – (OBT) Office Based Treatment Services Contract for FY2027 – FY2029**

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 the contract provides approximately \$721,000 over three years, or \$240,000 annually, to support office-based opioid treatment services, including buprenorphine and extended-release

injectable naltrexone, along with counseling and behavioral therapies. The program has a funded capacity to serve 55 individuals concurrently.

- Vote. Judge Cody Beauchamp moved to approve the resolution, seconded by Janis Burdett. The motion carried unanimously.

Item #16

***Resolution 520-2026 Ratify BeWellTx – (MOUD) Medications for Opioid Use Disorder Contract FY2027 – FY2029**

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 the contract provides approximately \$5.6 million over three years, averaging \$1.8 million annually, to support medication-assisted treatment services, including buprenorphine, extended-release injectable naltrexone, methadone, counseling, and behavioral therapies. The contract includes a funded capacity to serve 619 individuals and represents an increase in funding.

- Vote. Janis Burdett moved approve the resolution, seconded by Judge Lela Lawrence Mays. The motion carried unanimously.

Item #17

Executive Session

The Board may go into Executive Session pursuant to Chapter 51, Subchapter D, Texas Govt. Codes. If during the source of the meeting covered by this notice, the Board of Directors should determine that a closed or executive meeting session of the Board of Directors is required, then such closed or executive meeting or session is authorized by the Texas Open Meetings Act, Texas government code, Section 551.001 et seq., including but not limited to the following sections and purposes:
Tex. Gov’t Code § 551.071 – Consultation with attorney to seek advice on legal matters.
Tex. Gov’t Code § 551.072 – Discussion of purchase, exchange, lease, or valued real property.
Tex. Gov’t Code C 551.073 – Deliberations regarding gifts and donations.
Tex. Gov’t Code § 551.074 – Deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
Tex. Gov’t Code § 551.076 – Deliberations regarding security devices or security audits.
Tex. Gov’t Code § 551.076 – Deliberations regarding Economic Development negotiations.

- **The Board did not convene in Executive Session.**

Item #18

Open Session - Executive Session Matters:

- None.

Item #19

Next NTBHA Board Meeting

- The next NTBHA Board meeting is scheduled for **October 14, 2026, at 12:00 Noon.**

Item #20

Adjournment

- Ryan Brown moved to adjourn the meeting, seconded by Judge Cody Beauchamp.
- The motion carried and the NTBHA Board of Directors Meeting was adjourned at 1:08 P.M.

Signature: _____ **Date:** _____

Judge Cody Beauchamp, NTBHA Board Secretary

Acronyms & Terminology

340B	A federal drug pricing program
ACA	Affordable Care Act
ACOT	Adult Clinical Operations Team (see FACT)
ACS	Adapt Community Solutions (Mobile Crisis Provider for NTBHA, see MCOT)
ACT	Assertive Community Treatment
ADD	Attention Deficit Disorder
ANSA	Adult Needs and Strengths Assessment (also see CANS)
AOT	Assisted Outpatient Treatment
APAA	Association of Persons Affected by Addiction (Peer Support)
APN	Advanced Practice Nurse
APOWW	Apprehension by a Police Officer Without a Warrant
APRN	Advanced Practice Registered Nurse (also see APN)
AWP	Average Wholesale Price (pharmacy pricing benchmark)
BH	Behavioral Health (includes MH and CD)
BHLT	Behavioral Health Leadership Team (Dallas County workgroup)
BIPOC	Black, Indigenous and People of Color
BPD	Bipolar Disorder
The Bridge	Largest shelter in Dallas, a homeless assistance center
C&A	Child and Adolescent
CAA	Consolidated Appropriations Act of 2021
CANS	Child and Adolescent Needs and Strengths Assessment (also see ANSA)
CAP	Corrective Action Plan
CBT	Cognitive Behavioral Therapy
CCBHC	Certified Community Behavioral Health Center
CCO	Chief Clinical Officer
CD	Chemical Dependency (new term is SUD)
CFGC	Child and Family Guidance Center
CEO	Chief Executive Officer
CHIP	Children's Health Insurance Program (aka SCHIP)
CHW	Community Health Worker
CIT	Crisis Intervention Training (40-hour training sponsored by the City of Dallas Police Dept. to certify Mental Health Officers)
CJAB	Dallas County Criminal Justice Advisory Board
CLSP	Consolidated Local Service Plan (replaced LSAP in new contract)
CMBHS	Clinical Management of Behavioral Health Services
CMHP	Comprehensive Mental Health Provider (formerly known as SPN)
CMO	Chief Medical Officer
CMS	Centers for Medicaid and Medicare Services
COC	Continuum of Care
COMI	Coalition on Mental Illness
COPSD	Co-Occurring Psychiatric and Substance Use Disorders services
CPS	Child Protective Services
CRCG	Consumer Resource Coordination Group
CRRS	Coronavirus Response and Relief Supplement Act of 2021
CSH	Cooperation for Supportive Housing
CSO	Chief Strategy Officer
CTI	Critical Time Intervention Model (an Evidence-Based Practice)
DARS	Texas Department of Assistive & Rehabilitative Services (obsolete functions now under TWC or HHSC)
DBSA	Depression and Bipolar Support Alliance
DEA	Drug Enforcement Administration
DHA	Dallas Housing Authority

DPS	Department of Public Safety
DFPS	Department of Family and Protective Services
DIR	Texas Department of Information Resources
DSHS	Texas Department of State Health Services (now under HHSC)
DSRIP	Delivery System Reform Incentive Payment (funded under the Texas Medicaid 1115 Waiver program)
DSM-5	Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition – classification and diagnostic tool for psychiatric disorders (see ICD-10)
EBP	Evidence-Based Practice
ECT	Electroconvulsive Therapy
EHR	Electronic Health Record
EMR	Electronic Medical Record
EMTALA	Emergency Medical Treatment and Labor Act
ER	Emergency Room
ESC	Education Service Center (Region 10 ESC is the local one with a NTBHA NPMHP onsite)
FACT	Family Child and Adolescent Team (see ACOT)
FACT	Forensic Assertive Community Treatment
FDU	Forensic Diversion Unit
FMAP	Federal Medical Assistance Percentage for Medicaid
FPL	Federal Poverty Level
FQHC	Federally Qualified Health Center
FSP	Free Standing Psychiatric (facility)
GAAP	Generally Accepted Accounting Principles
GASB	Governmental Accounting Standards Board
GR	General Revenue
HCBS	Home and Community-Based Services
HHSC	Health and Human Services Commission
HIPAA	Health Insurance Portability and Accountability Act of 1996
HMIS	Homeless Management Information System
HUD	Housing and Urban Development
ICD-10	10 th revision of the International Statistical Classification of Diseases & Related Health Problems – medical classification used in billing for treatment of diseases including behavioral health diagnoses (see DSM-5)
ICM	Intensive Case Management
ICW	Inpatient Care Waitlist
IDD	Intellectual and Developmental Disabilities (old term is MR)
IGT	Intergovernmental Transfer
ILA	Interlocal Agreement
IMD	Institutions for Mental Disease
IOP	Intensive Outpatient Treatment (SUD-related, also see SOP)
JBCR	Jail Based Competency Restoration
LAR	Legislative Appropriations Request
LBB	Legislative Budget Board
LBHA	Local Behavioral Health Authority (NTBHA is the local authority for both mental health and substance use disorders in our counties - an LBHA, not an LMHA)
LCDC	Licensed Chemical Dependency Counselor
LCN	Local Case Number
LCSW	Licensed Clinical Social Worker
LGBTQIA+	Lesbian, Gay, Bisexual, Transsexual/Transgender, Queer/Questioning, Intersex, Asexual (inclusivity)
LMFT	Licensed Marriage and Family Therapist
LMHA	Local Mental Health Authority
LMSW	Licensed Master Social Worker
LOC	Level of Care (as identified through TRR process)
LPC	Licensed Professional Counselor
LPHA	Licensed Professional of the Healing Arts (LPC, LCDC, LCSW, LMSW, LMFT, etc.)

LSAP	Local Service Area Plan (replaced by CLSP)
LTSS	Long-Term Services and Support
MAT	Medication-Assisted Treatment
MCO	Managed Care Organization (Medicaid Plans – Amerigroup, Children’s, Molina, Parkland, Superior)
MCOT	Mobile Crisis Outreach Team (ACS is NTBHA’s contracted MCOT provider, offering telephonic triage & face-to-face screenings.)
MDD	Major Depressive Disorder
MDHA	Metro Dallas Homeless Alliance
MH	Mental Health
MHA	Mental Health America
MHFA	Mental Health First Aid training
MHRT	Mental Health Response Team
MIW	Mental Illness Warrant
MLR	Medical Loss Ratio
MOU	Memorandum of Understanding
MR	Mental Retardation (new term is IDD)
NADAC	National Average Drug Acquisition Cost (pharmacy pricing benchmark)
NAMI	National Alliance for the Mentally Ill
NARSAD	National Alliance for Research on Schizophrenia and Depression
NIMH	National Institute of Mental Health
NPMHP	Non-Physician Mental Health Professional
NTBHA	North Texas Behavioral Health Authority
NTSPP	North Texas Society of Psychiatric Physicians
OCR	Outpatient Competency Restoration
OIG	Office of Inspector General
ONDCP	Office of National Drug Control Policy
OPC	Order of Protective Custody
OSAR	Outreach, Screening, Assessment, and Referral (SUD program)
P&Ps	Policies and Procedures
PA	Pre-authorization
PAC	Provider Advisory Council
PAP	Pharmaceutical Assistance Program
PASRR	Pre-Admission Screening and Resident Review
PATS	Post-Acute Transitional Services
PBM	Pharmacy Benefit Manager
PCN	Performance Contract Notebook
PCAS	Protective Custody Approval Services (formerly known as SPA)
PCP	Person-Centered Planning
PDR	Physician Desk Reference
PE&O	Prevention, Education, and Outreach
PESC	Psychiatric Emergency Service Center (aka 23-Hour Observation aka PES)
PHI	Protected Health Information (related to HIPAA)
PIF	Penalty and Incentive Funds
PIGEON	NTBHA’s Provider Integration Gathering Eligibility ONline System
PLAG	Psychiatrists Leadership and Advocacy Group
PLAN	People Living Active Now, a program of Jewish Family Service
PMPM	Per Member Per Month
PNAC	Planning and Network Advisory Committee (for NTBHA)
PSH	Permanent Supportive Housing
PTSD	Post-Traumatic Stress Disorder
QM	Quality Management
QMHP	Qualified Mental Health Professional (as determined by TAC standards)
RAP	Rapid Assessment and Prevention (offered by some providers)

RLSC	Regional Legislative Steering Committee
RFI	Request for Information
RFA	Request for Application
RFP	Request for Proposal
ROI	Return on Investment
ROSC	Recovery Oriented System of Care
SA	Substance Abuse (new term is SUD)
SAMHSA	Substance Abuse and Mental Health Services Administration
SCA	Single Case Agreement
SCHIP	State Children's Health Insurance Program (aka CHIP)
SDA	Service Delivery Area (the six counties NTBHA serves)
SED	Severe Emotional Disturbances (in children)
SFY21, SFY22	Texas State Fiscal Years. SFY21 began Sept. 1, 2020, and ended Aug. 31, 2021. SFY22 began Sept. 1, 2021.
SGA	Second Generation Atypical Antipsychotics (class of medication)
SIM	Sequential Intercept Model (source: SAMHSA, The Smart Justice Program)
SME	Subject Matter Expert
SMI	Serious Mental Illness (also see SPMI)
SNF	Skilled Nursing Facility
SNOP	Special Needs Offender Program
SNRI	Selective Norepinephrine Reuptake Inhibitor
SOP	Supportive Outpatient Treatment (stepdown from IOP)
SPA	Single Portal Authority (see acronym for PCAS)
SPMI	Serious & Persistent Mental Illness, alternately, Severe & Persistent Mental Illness (also see SMI)
SSRI	Selective Serotonin Reuptake Inhibitor
SUD	Substance Use Disorder (formerly known as Substance Abuse or Chemical Dependency)
TAC	Texas Administrative Code
TANF	Temporary Assistance for Needy Families
TCADA	Texas Commission on Alcohol and Drug Abuse
TBRA	Tenant-Based Rental Assistance
TCJD	Texas Criminal Justice Division
TCM	Targeted Case Management (coordination of care with the Collin County Jail)
TCOOMI	Texas Correctional Office on Offenders with Medical or Mental Impairments (aka TCOOMMI)
TDC	Texas Department of Corrections (now known as TDCJ)
TDCJ	Texas Department of Criminal Justice (formerly known as TDC)
TMACT	Tool for Measurement of Assertive Community Treatment
TJPC	Texas Juvenile Probation Commission
TLETS	Texas Law Enforcement Telecommunications System
TP 55	Type of Medicaid for medically needy clients whose increased medical bills make them eligible for Medicaid (not currently eligible for NorthSTAR)
TRR	Texas Resilience and Recovery (person-centered, recovery-oriented treatment model adopted by the State of Texas that moved away from a disease-focused model)
TSH	Terrell State Hospital
TWC	Texas Workforce Commission (agency legislated to absorb some of the former DARS program along with HHSC)
UA	Uniform Assessment (In TRR, the UA is the CANS for kiddos & the ANSA for adults.)
UC	Uncompensated Care
UM	Utilization Management
VA	Veterans Administration
WRAP	Wellness Recovery Action Plan (support program offered by Mental Health America, not treatment)
YES, Waiver Program	Youth Empowerment Services Waiver Program



NTBHA Provider Network Meeting
September 25, 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
Presentation	OSAR	OSAR
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 ○ Client Financial Updates: financial assessments should be completed at the start of services and whenever there is a material change in the individual's financial situation. You shouldn't just wait until it expires. ▪ PIGEON (MH) ▪ CMBHS (FE) ○ FY27 Q1 Provider Calls will take place throughout October – November. Be on lookout for emails soon. ○ HHSC's Consumer Rights Handbook ➤ SUD Providers ○ MOUD/OBOT – August Claims must be in by the 4th business day by 8am (October 6th). NTBHA will provide a denied claims report on the 6th. Final submission for September claims will be on October 14th. ○ Daily Capacity Reporting ○ 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 ○ Complaint Posters for CDTF: ▪ English: https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/facilities-regulation/substance-trtmt/substance-trtmt-complaint-poster.pdf ▪ Spanish: https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/facilities-regulation/substance-trtmt/substance-trtmt-complaint-poster-es.pdf ➤ Mental Health Providers ○ New prescribers – Notify NTBHA ASAP. NTBHA can provide you with a form to complete and submit to provider.relations@ntbha.org to add or remove individuals from your prescription management roster. Request the form and submit prior to new prescriber start date or before they start writing prescriptions for NTBHA eligible individuals. ○ Staff Access to CMBHS / PIGEON or any other database. ▪ Adding New Staff Access for either or both CMBHS and PIGEON: There is a NTBHA form that can be requested at provider.relations@ntbha.org. The same form can be used to remove users as well. Instructions on Form. ▪ Remove non-users; if MH providers need assistance with Pigeon, contact help@ntbha.org

		▪ Remove non-users; if MH providers need assistance with CMBHS, contact provider.relations@ntbha.org ➤ Monthly QM Deliverables: qm@ntbha.org ○ Incident Data Report – to be used when notified of incidents (MH & SUD) ▪ Type 1 Incidents: Reported within one (1) business day ▪ Type 2 Incidents: Reported within two (2) business days ○ Incident Monthly Summary Report (MH & SUD) ○ Complaint Data Reports (MH only) ○ Inquiry Data Report (MH only) ○ Resources: https://ntbha.org/providers-procurement/
Compliance / Quality Management/ Utilization Management	QM/UM	➤ QM Reminders:
Announcement	Alvin Mott	➤ Please review the attachments to agenda
Questions From Providers	Open	
Providers: NTBHA would like to highlight the good work you all are doing in the community. This is your opportunity to brag to the NTBHA board about the good work you are doing in the community. Please send your submission to Provider.Relations@NTBHA.org by COB on the Monday following each provider meeting.		
The Next Meeting: October 30, 2026, at 10am **Meeting notes are included in NTBHA Board Meeting Documents. You can access NTBHA Board Meeting Documents at: https://ntbha.org/about-us/		

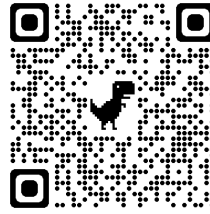
Announcements / Resources



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

Amy Sanders

Director, Zero Suicide & MHFA
North Texas Behavioral Health Authority
8111 LBJ Frwy | Suite 900 | Dallas, TX
Direct 469-530-0574
Cell 469-595-1211
mhfa@ntbha.org



Want to Take a MHFA Class?

Community Presentations Available



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

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

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

CMBHS Monthly Provider Call

The next Monthly Provider Call is scheduled for 2nd Tuesday of every month, from 10:00 to 11:00 AM CST. The Training and Technical Assistance Team will present on either Mental Health or Substance Abuse topic.

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

Check out the CMBHS Video Training Library:

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

COME CELEBRATE RECOVERY!

**THE
WELL
WELL
WEST
FESTIVAL
2026**

**BIG TEXAS**
RALLY FOR RECOVERY
DFW

— EVENT TIME: 11AM - 3PM —

SATURDAY, SEPT. 26TH

WATERMARK COMMUNITY CHURCH SOUTH DALLAS

3400 GARDEN LANE, DALLAS, TX 75215



RAFFLES |



FOOD |



SPEAKERS |



FAMILY

GUEST ARTIST:
JOE McBRIDE



APAA
Association of Persons
Affected by Addiction



ONE WORLD
RECOVERY NETWORK

8PEX.



ONTBHA
North Texas Behavioral Health Authority



**COMMUNITY
DEVELOPMENT
CORPORATION**



Yes to Life: In Spite of Everything

FINDING MEANING, RESILIENCE, AND HOPE
IN BEHAVIORAL HEALTH

with Dr. Jerry Taylor

How can help individuals say "yes" to life during times of profound pain and adversity? Join us for an inspiring, powerful training session exploring Viktor Frankl's timeless philosophy of human dignity and purpose. Rooted in Frankl's profound work: "Yes to Life: In Spite of Everything," this seminar examines how discovering meaning serves as a vital anchor in trauma recovery, suicide prevention, and personal resilience for behavioral health providers.

DATE: FRIDAY, OCTOBER 9TH

TIME: 9:00 A.M. TO 12:30 P.M. – 2.5 HOURS OF CEUs

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

REGISTRATION: PENDING

CONTACT: ACUNNINGHAM@NTBHA.ORG

Learn recommended ways to:

- Apply Frankl's pathways to meaning - creative, experiential, attitudinal - to behavioral health care
- Align meaning-centered interventions with Recovery-Oriented Systems of Care
- Leverage purpose as a critical protective factor against despair, trauma, and suicidality
- Reconnect with your personal "why" to sustain resilience and prevent provider burnout

This training is ideal for behavioral health professionals, peer support specialists, and community leaders seeking to foster person-centered healing, individual dignity, and renewed purpose in recovery.



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.

Local Happenings

Recovery People has produced a documentary series, [Humanly Possible](#), which tells the story of recovery through oral histories of individuals who have used their journey to help others.

You can also stream [Episode 1](#) and [Episode 2](#) from Recovery People's website.

Here are two versions of the Humanly Possible trailer for episode 3 where Homeward Bound is one of the agencies featured: 🦋 🦋 🦋 🦋 🦋

- <https://youtu.be/YvecIfWhbX4>
- https://youtu.be/Ph_BcTlicBw



HHSC Baseline Requests

Article II-Health and Human Services—Behavioral Health Line Items In Preparation for the 90th Texas Legislature

Explanation of HHSC Article II Line Items Related to Behavioral Health

Article II, Goal 4—Additional Health Related Services

Article II-Goal 4-Additional Health-Related Services, Objective 2-Provide Community Behavioral Health Service, Strategy 1-Community Mental Health Services

4.2.1—Community Mental Health Services-Strategy 4.2.1 funds services designed to facilitate independence for people with mental illness and improved response to mental health and substance use crisis. Texas Health and Safety Code 533.0354 requires that adults with bipolar disorder, schizophrenia or clinically severe depression be served under Texas Resilience & Recovery (TRR) Utilization Management Guidelines

Community-Based Services include:

- Assessment
- Case Management
- Medications
- Medication Management and supports
- Outpatient Counseling
- Inpatient hospital services
- Psychosocial rehabilitative services
- Assertive Community Treatment
- Co-Occurring Psychiatric and Substance use Disorders (COPSD)
- Supportive Housing Services & Supports
- Supported Employment Services
- Respite Services

Crisis Services include:

- Hotline Services
- Mobile Crisis Outreach Teams (MCOT)
- Walk-in Crisis Services
- Community-Based Alternatives to Hospitalization and Incarceration of individuals with mental illness.
- Establish/Expand Psychiatric Emergency Services such as:
 - Crisis Stabilization Units
 - Rapid Crisis Stabilization Beds
 - Psychiatric Emergency Service Centers
 - Extended Observation Units
 - Crisis Residential
 - Crisis Respite
 - Mental Health Deputies
 - Jail-Based Competency Restoration
 - Outpatient Competency Restoration

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

Explanation of HHSC Article II Line Items Related to Behavioral Health--continued

Article II-Goal 4—Additional Health-Related Services

4.2.1—Community Mental Health Services

External Factors re: HHSC’s Legislative Appropriations Request for 4.2.1—Community Mental Health Services

- Rising staffing levels to meet client services demands across HHS and DFPS increase the need for regional services.
- “As consolidation, optimization and reorganizations proceed, the regional program support structure must adapt to new program delivery models”.
- Inflation based on Consumer Price Index changes reported by the US Bureau of Labor Statistics.
- Growth in Texas population
- Rising costs for new facilities.
- Increases in the cost of leases, janitorial, maintenance, security landscaping, pest control, HVAC and plumbing services.

Internal Factors re: HHSC’s Legislative Appropriations Request for 4.2.1—Community Mental Health Services:

- “Changes in cost allocation factors affect how shared costs are distributed across HHS agencies and may increase demand for general revenue. Efforts to reduce the office space footprint will require update to policies, procedures and cost allocation methods to support a more telework-friendly and mobile office environment”.

LINE ITEMS	Current Biennium Appropriations		Upcoming Biennium Requested by HHSC		Difference for FY 28-29 Biennium
	FY 2026	FY 2027	FY 2028	FY 2029	
Article II-Goal 4 Additional Health-Related Services					
4.2.1-Community Mental Health Services	\$780,627,364	\$ 721,689,880	\$731,203,499	\$713,703,503	(\$57,410,242)

Source: Texas Health and Human Services Commission Legislative Appropriations Request-Section 3.A-Strategy Request-Goal 4, Objective 2, Strategy 1, pages 87-90 of 330.

Article II-Goal 4-Additional Health-Related Services, Objective 2-Provide Community Behavioral Health Service, Strategy 2-Substance Use Prevention, Intervention, and Treatment

4.2.2-Substance Use Prevention, Intervention, and Treatment-Strategy 4.2.2 funds services for prevention, intervention, treatment and recovery support services.

- SUD Prevention programs are focused on youth, families and communities to build protective factors to reduce substance use and promote mental health.
- SUD Intervention services provide a continuum of care adolescents and adults ranging from ambulatory detox, outpatient or residential treatment.
- SUD Recovery Supports are non-clinical supports to help individuals or families to begin and maintain long-term recovery.

External Factors re: HHSC's Legislative Appropriations Request for 4.2.2

Federal Substance Use Prevention, Treatment and Recovery Services Block Grant requirements:

- At least \$14 million must be appropriated to Specialized Female programs
- At least 20% of the block grant must be spent on primary prevention programs
- State must prohibit tobacco sales to minors under age 21.
- Maintenance of Effort (MOE) regulations require that the state must appropriate 90-100% of the previous year's appropriation in General Revenue (GR) in order to continue to receive full federal funding for this line item.
- The need for SUD services in Texas continues to grow.
- Texas lacks a sufficient number of qualified substance use professionals.

LINE ITEMS	Current Biennium Appropriations		Upcoming Biennium Requested by HHSC		Difference for FY 28-29 Biennium
	FY 2026	FY 2027	FY 2028	FY 2029	
Article II-Goal 4 Additional Health-Related Services					
4.2.2-Substance Use Services	\$240,636,717	\$238,804,903	\$231,404,903	\$231,404,903	(\$106,631,814)

Source: Texas Health and Human Services Commission Legislative Appropriations Request-Section 3.A-Strategy Request-Goal 4, Objective 2, Strategy 2, pages 92-96 of 330.

Article II-Goal 4-Additional Health-Related Services, Objective 2-Provide Community Behavioral Health Service, Strategy 3-Behavioral Health Waiver and Plan Amendment

4.2.3- Behavioral Health Waiver and Plan Amendment-Strategy 4.2.3 funds waivers that the U.S. Centers for Medicare and Medicaid Services (CMS) allows to state Medicaid programs with the aim of improving efficiency and cost-effectiveness in the Medicaid programs. In the past, the statewide 1115 pilot project waivers were in this category. This biennium, funding for the Youth Empowerment Services (YES) Waiver program and the Home and Community-Based Services (HCBS) program are in this line item.

- YES Waiver is authorized by the Federal Social Security Act, Section 1915 (c) and Texas Administrative Code 26, Chapter 307, Subchapter A. Its purpose is to support children and adolescents ages 3-18 who are experiencing severe emotional disturbance, in an effort to divert them from long-term psychiatric hospitalization.
- HCBS is authorized by Social Security Act 1915 (i) and Texas Administrative Code 26, Chapter 307, Subchapter B. It serves adults with a history of serious mental illness, long-term psychiatric hospitalization, along with frequent arrests and/or emergency room visits. Its purpose is reduce the incidences of crisis, hospitalization, arrest and incarceration.

External Factors re: HHSC's Legislative Appropriations Request for 4.2.3

- Federal regulations require provider reimbursement at a reasonable rate to ensure participation.
- Failure to comply risks federal funding for services.
- Federal reimbursement is based on the Federal Medical Assistance Percentage (FMAP) calculates reimbursement for state Medicaid services by comparing the state's average per-capita income for the last three years with the national average for the same period of time.
- Other federal regulations, rules, can also affect the amounts of federal funding receive by states.

LINE ITEMS	Current Biennium Appropriations		Upcoming Biennium Requested by HHSC		Difference for FY 28-29 Biennium
	FY 2026	FY 2027	FY 2028	FY 2029	
Article II-Goal 4 Additional Health-Related Services					
4.2.3-Behavioral Health Waivers	\$39,909,767	\$40,724,974	\$39,900,502	\$39,932,657	(\$801,582)

Source: Texas Health and Human Services Commission Legislative Appropriations Request-Section 3.A-Strategy Request-Goal 4, Objective 2, Strategy 3, pages 98-100 of 330.

Article II-Goal 4-Additional Health-Related Services, Objective 2-Provide Community Behavioral Health Service, Strategy 4-Community Mental Health Grants

4.2.4-Community Mental Health Grant Programs-Strategy 4.2.4 funds grants established in 2017 by the 85th Texas Legislature in HB 13. The grants require a local match of cash or in-kind contributions. The purpose of the grants is to support community programs providing mental health care and treatment that coordinate with other transition support services, particularly:

- Mental health prevention, early intervention, treatment, recovery, mental health education, screening, assessment, care coordination and integrated services.
- Assistance with access to mental health services as well as remaining engaged in the transition between services.
- Community partnerships that give priority to locally-identified needs and resources, coordination and case management of services delivered.

LINE ITEMS	Current Biennium Appropriations		Upcoming Biennium Requested by HHSC		Difference for FY 28-29 Biennium
	FY 2026	FY 2027	FY 2028	FY 2029	
Article II-Goal 4 Additional Health-Related Services					
4.2.4-Community Mental Health Grant Programs	\$117,262,641	\$121,089,615	\$102,592,466	\$102,592,466	(\$33,167,324)

Source: Texas Health and Human Services Commission Legislative Appropriations Request-Section 3.A-Strategy Request-Goal 4, Objective 2, Strategy 4, pages 101-103 of 330.

Article II-Goal 4-Additional Health-Related Services, Objective 2-Provide Community Behavioral Health Service, Strategy 5-Community Behavioral Administration

4.2.5-Community Behavioral Health Administration-Strategy 4.2.5 funds administrative support, information technology, etc. at Texas Health and Human Services Commission in order to oversee implementation Line Items 4.2.1 through 4.2.4 (Community Mental Health Services, Substance Use Services, Behavioral Health Waiver and Plan Amendments, and Community Mental Health Grant Programs.

External/Internal Factors Affecting This Line Item:

- Economic health, competing priorities, adequate workforce, state and federal funding resources to support administrative needs, information technology systems and upgrades for the implementation of above programs.

LINE ITEMS	Current Biennium Appropriations		Upcoming Biennium Requested by HHSC		Difference for FY 28-29 Biennium
	FY 2026	FY 2027	FY 2028	FY 2029	
Article II-Goal 4 Additional Health-Related Services					
4.2.5-HHSC Community BH Administration	\$78,583,334	\$77,492,139	\$77,523,701	\$77,147,480	(\$1,404,292)

Source: Texas Health and Human Services Commission Legislative Appropriations Request-Section 3.A-Strategy Request-Goal 4, Objective 2, Strategy 5, pages 104-108 of 330.

Article II, Goal 7

Article II, Goal 7-Mental Health State Hospitals, State Supported Living Centers, and Other Facilities, Objective 2-Mental Health State Hospital Facilities and Services, Strategy 1-Mental Health State Hospitals

7.2.1-Mental Health State Hospitals-This line item funds ten existing state hospitals: Austin, Big Spring, El Paso, Harlingen, Kerrville, Wichita Falls, Rusk, San Antonio, Terrell, and Vernon State Hospitals, and the Waco Center for Youth. Construction was recently completed on the Terrell Center for Youth, which opened its doors in August. Two more state hospitals are currently under construction in Lubbock and Amarillo.

External and Internal Factors Affecting This Line Item:

- Demand for inpatient psychiatric care continues to outpace existing capacity, especially for forensic beds.
- Significant competition from private providers for clinical and direct care staff have led to staffing shortages and beds to be taken offline.
 - Competition is greatest for doctors, nurses, and psychiatric nursing assistants.
- Facilities at some state hospitals are aging.
- Significant increases in funding for staffing recruitment and retention will be required in order to fully staff existing bed capacity.

LINE ITEMS	Current Biennium Appropriations		Upcoming Biennium Requested by HHSC		Difference for FY 28-29 Biennium
	FY 2026	FY 2027	FY 2028	FY 2029	
Article II-Goal 7 Mental Health State Hospitals, SSLCs, and Other Facilities					
7.2.1-Mental Health State Hospitals	\$764,747,667	\$926,945,372	\$842,954,766	\$831,266,889	(\$17,471,384)

Source: Texas Health and Human Services Commission Legislative Appropriations Request-Section 3.A-Strategy Request-Goal 7, Objective 2, Strategy 1, pages 175-180 of 330.

Article II, Goal 7-Mental Health State Hospitals, State Supported Living Centers, and Other Facilities, Objective 2-Mental Health State Hospital Facilities and Services, Strategy 2-Mental Health Community Hospitals

7.2.2-Mental Health Community Hospitals This funding is allocated by HHSC to Local Behavioral Health Authorities (LBHAs) and Local Mental Health Authorities (LMHAs) to pay for inpatient psychiatric care in psychiatric facilities in communities around the state based on local needs. Admissions may be for civil or forensic commitments, and services may include assessment, crisis stabilization, skills training, medication management and inpatient competency restoration.

External and Internal Factors Affecting This Strategy:

Economic health of the region, local availability of appropriate inpatient psychiatric beds, workforce shortages, community collaborations to address service gaps.

LINE ITEMS	Current Biennium Appropriations		Upcoming Biennium Requested by HHSC		Difference for FY 28-29 Biennium
	FY 2026	FY 2027	FY 2028	FY 2029	
Article II-Goal 7 Mental Health State Hospitals, SSLCs, and Other Facilities					
7.2.2-Mental Health Community Hospitals	\$379,734,915	\$427,482,851	\$402,358,883	\$402,358,883	(\$2,500,000)

Source: Texas Health and Human Services Commission Legislative Appropriations Request-Section 3.A-Strategy Request-Goal 7, Objective 2, Strategy 2, pages 181-183 of 330.

Article II, Goal 7-Mental Health State Hospitals, State Supported Living Centers, and Other Facilities, Objective 4-Facility Program Support
Strategy 2-Capital Repair and Renovation at SSLCs, State Hospitals and Other

7.4.2.-Capital Repair and Renovation at SSLCs, State Hospitals and Other This line item funds construction, renovation and repair of state hospitals, State Supported Living Centers, and other facilities.

- Buildings and infrastructure must meet Joint Commission and US Center for Medicare and Medicaid Services (CMS) standards for building safety in order to maintain certification.
- Many of these buildings have deteriorated due to age, weather, volume of use, and damage to facilities.
- This is the line item that has been used to appropriate funding for new state hospitals or to repair, renovate or add-on to existing state hospitals.

External and Internal Factors Affecting This Line Item:

- Harsh Texas climate, heat, drought, cold, minerals in water supply all deteriorate roofs, heating and air conditioning systems, plumbing, building foundations, etc.
- If needed repairs and maintenance are not completed in a timely manner, they lead to further, more costly damage.

LINE ITEMS	Current Biennium Appropriations		Upcoming Biennium Requested by HHSC		Difference for FY 28-29 Biennium
	FY 2026	FY 2027	FY 2028	FY 2029	
Article II-Goal 7 Mental Health State Hospitals, SSLCs, and Other Facilities					
7.4.2-Capitol Repair and Renovation	\$700,901,886	\$40,908,060	\$115,357,781	\$17,287,983	(\$609,164,182)

Source: Texas Health and Human Services Commission Legislative Appropriations Request-Section 3.A-Strategy Request-Goal 7, Objective 4, Strategy 2, pages 193-197 of 330.

Combined List of Baseline Requests

LINE ITEMS	Current Biennium Appropriations		Upcoming Biennium Requested by HHSC		Difference for FY 28-29 Biennium
	FY 2026	FY 2027	FY 2028	FY 2029	
Article II-Goal 4 Additional Health-Related Services					
4.2.1-Community Mental Health Services	\$780,627,364	\$ 721,689,880	\$731,203,499	\$713,703,503	(\$57,410,242)
4.2.2-Substance Use Services	\$240,636,717	\$238,804,903	\$231,404,903	\$231,404,903	(\$106,631,814)
4.2.3-Behavioral Health Waivers	\$39,909,767	\$40,724,974	\$39,900,502	\$39,932,657	(\$801,582)
4.2.4-Community Mental Health Grant Programs	\$117,262,641	\$121,089,615	\$102,592,466	\$102,592,466	(\$33,167,324)
4.2.5-Community Behavioral Health Admin.	\$78,583,334	\$77,492,139	\$77,523,701	\$77,147,480	(\$1,404,292)
Article II, Goal 7 Mental Health State Hospitals, State Supported Living Centers, and Other Facilities					
7.2.1-Mental Health State Hospitals	\$764,747,667	\$926,945,372	\$842,954,766	\$831,266,889	(\$17,471,384)
7.2.2-Mental Health Community Hospitals	\$379,734,915	\$427,482,851	\$402,358,883	\$402,358,883	(\$2,500,000)
7.4.2-Capitol Repair and Renovation	\$700,901,886	\$40,908,060	\$115,357,781	\$17,287,983	(\$609,164,182)

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 at jmetzinger@ntbha.org



Exceptional Item Requests

Article II-Health and Human Services—Behavioral Health Line Items In Preparation for the 90th Texas Legislature

Explanation of HHSC Article II Exceptional Items Related to Behavioral Health

Exceptional Items (EI) are funding requests over the baseline amount that agencies ask for in order to restore past or proposed budget cuts, or to meet identified needs not covered by current baseline amounts. Below are the Exceptional Items requested by Texas Health and Human Services Commission (HHSC) related to the budget line items that most affect Local Behavioral Health Authorities (LBHAs) or Local Mental Health Authorities (LMHAs). Exceptional Items requesting only a dollar or two are generally placeholders for amounts that will be requested later, but may be pending awaiting additional information.

Line Item	2028 EI Request	2029 EI Request	Total EI Request for the Biennium
Goal 4			
4.2.1-Community Mental Health Services	\$10,000,000	\$10,000,000	\$20,000,000
4.2.2-Substance Use Services	\$0	\$0	\$0
4.2.3-Behavioral Health Waivers	\$1	\$1	\$2
4.2.4-Community Mental Health Grant Programs	\$0	\$0	\$0
4.2.5-HHSC Community BH Administration	\$10,299	\$10,296	\$20,595
Goal 7			
7.2.1-Mental Health State Hospitals	\$150,517,047	\$45,513,486	\$196,030,533
7.2.2-Mental Health Community Hospitals	\$116,807.668	\$224,334,801	\$341,142,469
7.4.2-Capitol Repair and Renovation	\$0	\$151,883,277	\$151,883,277

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 at jmetzinger@ntbha.org



Texas Health and Human Services Commission

State Hospital Forensic Waitlist Report Fiscal Year 2026

Link to Report:

<https://www.hhs.texas.gov/sites/default/files/documents/state-hospital-forensic-waitlist-report-fy26.pdf>

Statutory Authority for Report The 89th Texas Legislature required the Texas Health and Human Services Commission to make this report in the SB 1-General Appropriations Act-Article II, Rider 119:

“State Hospital Forensic Waitlist and Census Reporting Requirement-It is the intent of Legislature that the Health and Human Services Commission (HHSC) prioritize admissions to mental health state hospitals for forensic patients to address the state hospital forensic waitlist.

Out of funds appropriated above, HHSC shall prepare a report on the census at each mental health state hospital with a breakdown of civil, forensic, and maximum-security patients. HHSC shall submit a report to the Legislative Budget Board, Office of the Governor, Senate Finance Committee, House Appropriations Committee and permanent committees in the Senate and House of Representatives with jurisdiction over health and human services by October 1 of each fiscal year for the previous fiscal year.”

Who is on the Forensic Waitlist? The forensic waitlist is comprised of adults, most of whom have been found incompetent to stand trial (IST), though some have been adjudicated and found not guilty by reason of insanity (NGRI). Minors are not placed on the forensic waitlist.

Categories in the Report—Data may be found on pages 6 and 7 of the report. Please see link above.

- Civil/Voluntary-Adults
 - Texas Health and Safety Code 572-Civil/Voluntary-Adults who either voluntarily applied for admission to a state hospital.
 - Texas Health and Safety Code 573-Involuntary-Court Order of Emergency Detention.
 - Texas Health and Safety Code 574, Subchapter B-Involuntary-Court Order of Protective Custody.
 - Texas Health and Safety Code 574, Subchapter C-Involuntary Court Order for Mental Health Treatment, which may be temporary or extended inpatient mental health treatment.
- Forensic-Non Maximum Security-Adults
 - Texas Code of Criminal Procedure 46B, Articles 46B.073 or 46B.102-Incompetent to Stand Trial.
 - Texas Code of Criminal Procedure 46C-Not Guilty by Reason of Insanity.
- Civil and Forensic Maximum Security-Adults
 - Texas Administrative Code, Title 25, Chapter 415, Subchapter G-Individuals may be under either civil or forensic commitment who have been determined manifestly dangerous by a Facility Review Board.
 - Not all of the state hospitals listed in the report have maximum security beds.
- Children and Adolescents
 - Texas Family Code Chapter 55-Individuals under age 18 admitted either voluntarily or civilly.

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

Hospitals Included in Report

Individual hospital totals are found on pages 6 and 7 of the report. Hospitals included are:

- Austin State Hospital
- Big Springs State Hospital
- El Paso Psychiatric Center
- Kerrville State Hospital
- Rio Grande State Center
- Rush State Hospital
- San Antonio State Hospital
- Terrell State Hospital
- Vernon State Hospital
- Waco Center For Youth
- Wichita Falls State Hospital

Statewide Totals

- The report did not give the total average annual daily census per category.
- The overall average daily census increased 5.4% from September 2025 to August 2026
- The combined forensic average daily census (non-maximum security average daily census plus maximum security average daily census) in August 2026 was 1,519.1, which was 74.1% of the total average daily census for that month.
- HHSC attributes the rise in average daily census and the decrease in the number of individuals on the forensic waitlist to the increased number of available state hospital beds.
- HHSC notes that in December 2022, there were 2,571 individuals on the forensic waitlist.



Texas Health and Human Services Commission

Report on Youth Crisis Outreach Teams (YCOTs)

September 2026

Link to Report:

<https://www.hhs.texas.gov/sites/default/files/documents/youth-crisis-outreach-teams-report-sept-2026.pdf>

Statutory Authority for Report

The 89th Texas Legislature, in SB 1-General Appropriations Act, Article II, Rider 54 requires a report on the number of Youth Crisis Outreach Teams (YCOTs) in the state, the number of individuals served by the YCOTs, and any other information requested by the Texas Legislative Budget Board.

Definition of Youth Crisis Outreach Teams

YCOT is a mental health crisis stabilizing resource for youth experiencing a mental health crisis and their families, using developmentally appropriate interventions. YCOT services reduce the need for emergency room visits or law enforcement involvement, and are also available to youth at risk of involvement with the Texas Department of Family and Protective Services (DFPS) or already in DFPS conservatorship.

YCOT Eligibility Criteria

Youth Ages 3 to 17 in need of crisis services and intervention who are:

- At-risk of parental relinquishment.
- At-risk for involvement with or removal by DFPS.
- Have experienced multiple placement disruptions.
- Difficulties at school, truancy, family problems, exposure to violence and trauma.
- Suspected mental health concerns.
- On the inquiry for the Youth Empowerment Services (YES) Waiver Program.
- Multiple or extended inpatient psychiatric hospitalizations.
- Involved with Juvenile Justice system
- Multiple referrals from the school district for mental or behavioral health services.

YCOT Services

- De-escalation of crisis situation.
- Assessment.
- Trauma-informed interventions by qualified professionals.
- Crisis stabilization in the least restrictive environment.
- Intensive short term follow-up care.
- Connection to community resources.
- Relapse prevention.
- Safety planning.
- Available to the youth and family for 90 days.

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

Report Findings

- YCOTs were established by HB 1 of the 88th Texas Legislature for FY 2025-25 with an appropriation of \$14,000,000 for eight YCOTs for that biennium.
- The 89th Texas Legislature, in SB 1, increased the funding to \$54,000,000, and directed HHSC to establish at least eight additional YCOTs in urban areas.
- There are now 16 YCOTs in Texas.
- Texas YCOTs served 3,063 youth between July 2025 and May 2026.
- North Texas Behavioral Health Authority's first YCOT was established in September 2024.
 - NTBHA now has two YCOTs.
 - NTBHA's YCOTs served 135 youth and their families from July 2025 to May 2026.

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY
Planning Network and Advisory Committee (PNAC)
MEETING MINUTES

Date	Tuesday, October 6, 2026
Time	Called to order 10:35 AM; adjourned approximately 11:02 AM (scheduled 10:30 AM – 12:00 PM)
Location	Virtual (Microsoft Teams); meeting was recorded
Presiding	Dr. Walter Taylor, Chief Strategy Officer, NTBHA

Attendees

Present: Dr. Walter Taylor, Robert Johnson, Priscilla Valdez, Amy Cunningham, Janie Metzinger, Shiranda Williams, and Amy Cunningham

PNAC Members: Rose Edwards

1. Call to Order and Declaration of Quorum

Dr. Taylor called the meeting to order at 10:35 AM. There was no quorum.

2. Public Commentary

No public comment had been registered. None was offered.

3. Quality & Evaluation Update — Priscilla Valdez

Ms. Valdez reported that Quality Management continues ongoing monitoring of the mental health and substance use provider network through comprehensive audits, follow-up reviews, and corrective action monitoring, and is working closely with providers to address identified opportunities and offer technical assistance. Ms. Valdez noted that the month had been very busy with events.

4. Trauma-Informed Care Learning Community Update — Robert Johnson

Mr. Johnson shared the October learning opportunities flyer in the Teams chat, including a QR code for registration. The offering consists of six trauma-related courses over the course of the month, beginning October 7.

5. Maternal Mental Health Update — Janie Metzinger

- Ms. Metzinger reported that a legislative subcommittee has been holding hearings on women’s health, currently focused on menopause; she expects postpartum issues may also be raised. She began monitoring hearings and will listen to the other hearings and report at the next meeting.
- Internally, HHSC is developing criteria and a curriculum for postpartum peer support. Ms. Metzinger identified this as one to watch: women with a history of addiction who remained abstinent during pregnancy are at elevated risk of fatal overdose a few months after delivery, because tolerance has dropped. This is part of, though not the whole of, the maternal mortality picture in Texas.

6. Legislative Updates — Janie Metzinger

- The Legislative Appropriations Request (LAR) has been issued and presents a challenging forecast. Every community-based mental health line-item Ms. Metzinger has tracked over the last 20 years is shown as a reduction.
- Some exceptional items were included (an additional amount of roughly \$10 million per fiscal year was cited), but they do not restore the amount cut. Part of the reduction reflects a 3% across-the-board cut; Ms. Metzinger noted

that prior sessions have seen 5% and 10% directives for cuts and that final outcomes are often better than opening proposals.

- Mental Health First Aid funding was reduced by approximately \$5 million.
- Contributing factors: expiration of COVID-era and ARPA federal funds, and changes to the FMAP that reduce Medicaid funding.
- The state is also spending heavily on construction of new state hospitals and now needs to fund staffing for them.

There were no questions or comments from members.

7. NTBHA Consolidated Local Services Plan (CLSP) and Local Provider Network Development Plan (LPND)

Blooming Health partnership. At Dr. Taylor's request, Ms. Cunningham described Blooming Health, a networking and referral-tracking platform founded by individuals whose own parents fell through gaps in the health system. The company also hosts networking events ("Blooming Day"); Ms. Cunningham attended the Dallas event last year, where Dr. Teresa Daniels spoke. Blooming Health offers broad outreach messaging. NTBHA will use automated calls to reach people who lack internet access or familiarity, so they can answer community needs assessment questions by phone. The goal of this first phase is to increase the number of responses and make the needs assessment data more robust.

Dr. Taylor noted that the data will inform the CLSP, the LPND, and the needs assessment tied to NTBHA's CCBHC status, that the NTBHA CEO has approved the partnership, and that the kickoff with Blooming Health is on the 21st.

Plan development process. The state has not yet released the CLSP and LPND templates, so staff are working from prior templates that will need revision. Because the PNAC does not meet again until December, the planned process is:

- Working drafts of the CLSP and LPND will be emailed to PNAC members for preliminary feedback.
- Feedback will be shared with the Board in November for direction and approval to proceed.
- The finalized plans will then be released for public comment.
- Drafts will return to the PNAC in December for a final review.

No concerns were raised. Ms. Metzinger voiced support for gathering more information and feedback.

8. PNAC Recommendations

There were no PNAC recommendations at this meeting.

9. General Announcements and Upcoming Events

- **Yes to Life presentation (Friday, October 9):** Dr. Jerry Taylor presented on "Yes to Life" by Viktor Frankl, 9:00 AM – 12:30 PM at 2800 MLK, as part of NTBHA's series on person-centered and trauma-informed care. CEUs were made available.
- **Triumph Over Trauma training, Ellis County:** is scheduled for October 29th
- **Fifth annual Spiritual Care Network Beacon of Light Conference** on November 5th, sponsored by St. Andrew's United Methodist Church in Plano.
- **Hope Rising: Kaufman County conference on November 10th:** A partnership between NTBHA and Spiritual Care Network.

10. Next Regular Meeting

The next regular PNAC meeting is scheduled for Tuesday, December 1, 2026.

11. Adjournment

Dr. Taylor adjourned the meeting at approximately 11:02 AM.

Action Items



Fiscal Year
2026

Service Month
All

Provider
All

Measure
All

6 Month View
True

Performance Measures FY26 - All

Measure	Description	2026 FY Second Half						YTD
		202603	202604	202605	202606	202607	202608	2026
Adult Improvement	At least 20% of all adults authorized in a FLOC shall show improvement in at least one domain							45.6%
Adult Service Target	Count	28121	28169	28135	28461	28623	28705	
Child Improvement	At least 25.0% of all children authorized in a FLOC shall show improvement in at least one domain							56.0%
Child Service Target	Count	8183	8393	8281	7963	7610	7384	
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	32.5%	56.1%	46.6%	42.1%	40.9%	23.5%	
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	94.6%	92.8%	97%	95.0%	93.5%	96.6%	
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	50.9%	70.1%	55.2%	45.4%	50%	44.6%	

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 521-2026 Approve Renaming of March 31st (NTBHA Holiday) to Farmworkers Day

DATE: October 14, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 14 day of October 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors approves the renaming of March 31st which is a NTBHA Holiday to Farmworkers Day.

DONE IN OPEN MEETING this the 14th day of October 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: October 14, 2026

AGENDA ITEM 11: Resolution 521-2026 – Approve Renaming March 31st (NTBHA Holiday) as Farmworkers Day

RECOMMENDATION/MOTION:

Request for Board to approve renaming March 31st which is a NTBHA Holiday to Farmworkers Day

BACKGROUND:

The NTBHA Board originally approved March 31st as NTBHA Holiday. In keeping with other governmental jurisdictions, it is requested that March 31st continues to be a NTBHA holiday in honor of Farmworkers Day.

FINANCIAL INFORMATION:

N/A

LOCAL SERVICE AREA:

Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall Counties.

IMPLEMENTATION SCHEDULE:

Upon approval by the NTBHA board.

ATTACHMENTS: N/A

ALIGNS WITH VISIONS:

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 522-2026 Approve Receipt of SAMHSA Youth and Family TREE Award

DATE: October 14, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 14 day of October 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors approves the CEO, in consultation with legal counsel, to execute the SAMHSA Youth and Family TREE Award.

DONE IN OPEN MEETING this the 14th day of October 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: October 14, 2026

AGENDA ITEM 12: Resolution 522-2026 – Approve Receipt of SAMHSA Youth and Family TREE Award

RECOMMENDATION/MOTION:

Request for Board to authorize NTBHA CEO, Carol Lucky, in consultation with legal counsel as appropriate, to execute the SAMHSA Youth and Family TREE Award

BACKGROUND:

NTBHA has been awarded a new, competitively won five-year SAMHSA grant — the Youth and Family TREE, or “YFTREE,” program. The full project title is: “Meeting Kids Where They Are: Building Age-Appropriate Substance Use Care and Prevention in North Texas.” The Notice of Award was received September 2, 2026 (FAIN H79TI088779). The grant award funds new and expanded substance use treatment and prevention services for adolescents, young adults, and families across all counties in our catchment area. This is a CCBHC endeavor, delivered through Homeward Bound as our lead treatment partner, alongside Child and Family Guidance Center and Southern Area Behavioral Healthcare Services. This award strengthens NTBHA’s continuum of youth and family substance use services.

FINANCIAL INFORMATION:

Funding by year across the five-year project period:

Year	Budget Period	Federal Funding
Year 1	09/30/2026 – 09/29/2027	\$475,812
Year 2	09/30/2027 – 09/29/2028	\$543,022
Year 3	09/30/2028 – 09/29/2029	\$543,022
Year 4	09/30/2029 – 09/29/2030	\$543,022
Year 5	09/30/2030 – 09/29/2031	\$543,022

LOCAL SERVICE AREA:

Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall Counties.

IMPLEMENTATION SCHEDULE:

Upon approval by the NTBHA board.

ATTACHMENTS: 12. SAMHSA_NOA_1H79TI088779-01



ALIGNS WITH VISIONS:

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer



Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Notice of Award
FAIN# H79TI088779
Federal Award Date
09/02/2026

Recipient Information

1. Recipient Name

NORTH TEXAS BEHAVIORAL HEALTH
AUTHORITY
8111 LBJ FREEWAY STE 900
DALLAS, TX 75251

2. Congressional District of Recipient

32

3. Payment System Identifier (ID)

1752811269A1

4. Employer Identification Number (EIN)

752811269

5. Data Universal Numbering System (DUNS)

011556147

6. Recipient's Unique Entity Identifier

MSNLLGML43G3

7. Project Director or Principal Investigator

Amy Cunningham

acunningham@ntbha.org
469-284-9855

8. Authorized Official

Carol Lucky
clucky@ntbha.org
469-299-9373

Federal Agency Information

9. Awarding Agency Contact Information

Robert Corless
Grants Specialist
robert.corless@samhsa.hhs.gov
(240) 276-1146

10. Program Official Contact Information

Frantishka McCrimmon
Program Official
frantishka.mccrimmon@samhsa.hhs.gov
240-276-2900

Federal Award Information

11. Award Number

1H79TI088779-01

12. Unique Federal Award Identification Number (FAIN)

H79TI088779

13. Statutory Authority

Section 514 of the Public Health Service Act, as amended

14. Federal Award Project Title

Meeting Kids Where They Are: Building Age-Appropriate Substance Use Care and
Prevention in North Texas

15. Assistance Listing Number

93.490

16. Assistance Listing Program Title

Center for Substance Abuse Treatment Projects of Regional and National Significance

17. Award Action Type

New Competing

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/30/2026 – End Date 09/29/2027

20. Total Amount of Federal Funds Obligated by this Action	\$475,812
20a. Direct Cost Amount	\$464,434
20b. Indirect Cost Amount	\$11,378

21. Authorized Carryover

22. Offset

23. Total Amount of Federal Funds Obligated this budget period \$475,812

24. Total Approved Cost Sharing or Matching, where applicable \$0

25. Total Federal and Non-Federal Approved this Budget Period \$475,812

26. Project Period Start Date 09/30/2026 – End Date 09/29/2031

**27. Total Amount of the Federal Award including Approved Cost
Sharing or Matching this Project Period** \$475,812

28. Authorized Treatment of Program Income

Additional Costs

29. Grants Management Officer - Signature

LeSchell D Browne

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.



Services for Youth, Youth Adults, and Families
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 09/02/2026

Center for Substance Abuse Treatment

Award Number: 1H79TI088779-01

FAIN: H79TI088779

Program Director: Amy Cunningham

Project Title: Meeting Kids Where They Are: Building Age-Appropriate Substance Use Care and Prevention in North Texas

Organization Name: NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

Authorized Official: Carol Lucky

Authorized Official e-mail address: clucky@ntbha.org

Budget Period: 09/30/2026 – 09/29/2027

Project Period: 09/30/2026 – 09/29/2031

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$475,812 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY in support of the above referenced project. This award is pursuant to the authority of Section 514 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
LeSchell D Browne
Grants Management Officer
Division of Grants Management
LeSchell.Browne@samhsa.hhs.gov
See additional information below

SECTION I – AWARD DATA – 1H79TI088779-01**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$9,000
Fringe Benefits	\$2,520
Travel	\$4,336
Contractual	\$448,578
 Direct Cost	 \$464,434
Indirect Cost	\$11,378
Approved Budget	\$475,812
Federal Share	\$475,812
Cumulative Prior Awards for this Budget Period	\$0
 AMOUNT OF THIS ACTION (FEDERAL SHARE)	 \$475,812

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$475,812
2	\$543,022
3	\$543,022
4	\$543,022
5	\$543,022

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.490
EIN: 1752811269A1
Document Number: 26TI88779A
Fiscal Year: 2026

IC	CAN	Amount
TI	C96N054	\$475,812

IC	CAN	2026	2027	2028	2029	2030
TI	C96N054	\$475,812	\$543,022	\$543,022	\$543,022	\$543,022

TI Administrative Data:

PCC: TRSY26 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI088779-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79TI088779-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project

and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 2 CFR 200 and 2 CFR 300 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

SECTION IV – TI SPECIAL TERMS AND CONDITIONS – 1H79TI088779-01

REMARKS

Federal Terms and Conditions for SAMHSA Grant Awards

This document outlines the federal terms and conditions applicable to your Substance Abuse and Mental Health Services Administration (SAMHSA) grant award. Please review these requirements carefully to ensure compliance throughout the life of the award.

Accepting the Award

By drawing funds from the Department of Health and Human Services (HHS) Payment Management System (PMS), the recipient acknowledges acceptance of the award's terms and conditions and agrees to comply with all requirements.

HHS requires recipients to draw down funds within the first 30 days of the period of performance to indicate acceptance of the award. If the recipient fails to draw down funds or provide an acceptable written justification for the delay within this 30-day period, SAMHSA may take action to amend or withdraw the award offer.

Once an award is accepted by the recipient, the contents of this NoA are legally binding unless and until modified by a revised NoA signed by the Grants Management Officer (GMO).

Declining or Negotiating the Award

If the recipient cannot accept the award terms, the recipient's Authorized Organizational Representative (AOR) must notify the GMO in writing before drawing down any funds, and no later than thirty (30) days after receiving this NoA.

Alignment with SAMHSA Mission and Strategic Priorities

The recipient of this award must implement any funds awarded under this NOFO to advance program goals or agency priorities in alignment with the agency priorities at [SAMHSA's Strategic Priorities](#) when authorized by the program statute.

Use of Supplies and Services for Harm Reduction Activities

SAMHSA recipients are prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use.

Grant funds may not be used to purchase, distribute, or support drug paraphernalia as defined by law. This

includes, but is not limited to, syringes or needles for illicit drug injection; pipes or supplies for safer smoking kits; fentanyl test strips or any other substance test kits, including xylazine and medetomidine test strips*; distribute any other drug paraphernalia or supplies that promote or facilitate drug use not listed here; purchase or distribute any other drug paraphernalia or supplies that promote or facilitate drug use not listed as acceptable in the [Dear Colleague Letter: Updated Funding Guidance for Grantees on Supplies and Services \(April 24, 2026\)](#). Funds also may not support overdose hotlines whose primary purpose is to enable drug use by providing real-time virtual or phone-based accompaniment.

These restrictions do not prohibit funding for legally permissible, evidence-based activities, such as the distribution of life-saving overdose prevention and response services, including purchase/distribution of naloxone or nalmefene and/or other infectious disease prevention services.

Failure to comply with the programmatic requirements in these letters: [Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets](#) and the [Dear Colleague Letter: Updated Funding Guidance for Grantees on Supplies and Services \(April 24, 2026\)](#) (which provides updated guidance for grantees on the supplies and services previously defined under harm reduction that can be supported with SAMHSA funding), may result in enforcement actions consistent with [2 CFR 200.339](#) and [2 CFR 200.340](#) and the terms and conditions of this award.

**This prohibition does not apply to law enforcement, emergency medical services, public health officials, or healthcare professionals using drug testing technologies in the regular course of discharging their professional duties, or as specifically authorized by the program statute.*

Appropriate Use of Funds for Medication-Assisted Treatment (MAT) / Medications for Opioid Use Disorder (MOUD)

As referenced in the [Dear Colleague Letter: Updated Guidance on Medication-Assisted Treatment \(MAT\) and Medications for Opioid Use Disorder \(MOUD\)](#), SAMHSA funding should be used to provide comprehensive treatment and recovery support services rather than medication-only models for opioid use disorder. Services should include medications, where clinically indicated, in conjunction with psychosocial and other treatment and recovery support services. Funding can also be used to support individualized tapering and discontinuation of medications when clinically indicated.

Upon achieving stability in treatment and building sufficient recovery support, and at least annually, clinicians should engage in a discussion with patients to assess treatment and recovery goals and the continued use of medications. Continuation should be evaluated on an individual basis, taking into consideration progress toward treatment goals, stability in treatment, recovery capital, and patient preference.

When a shared decision to discontinue medication is made, discontinuation should be a gradual process with intensified support and monitoring to guard against resumption of drug use and done in the context of ongoing comprehensive care.

SAMHSA funding should be used to provide training to clinicians and other behavioral health providers on the clinically appropriate use of medications in the treatment of substance use disorders, including options for safe tapering and discontinuation when clinically indicated, and regular, at least annual, reviews for continuing treatment. This training should include strategies to support shared decision-making by ensuring patients are fully informed of the risks and benefits of medication treatment initiation, continuation, and discontinuation. Training must ensure providers educate patients about and facilitate access to comprehensive substance use treatment and recovery support services.

Training should include tools to support the development of individualized comprehensive treatment plans with patients that include consideration of medication treatment duration, and tapering and discontinuation, as clinically indicated based on the patient's individual circumstances, recovery, and preferences.

Failure to comply with the programmatic requirements found in: [Dear Colleague Letter: Updated Guidance on Medication-Assisted Treatment \(MAT\) and Medications for Opioid Use Disorder \(MOUD\)](#), may result in enforcement actions consistent with [2 CFR 200.339](#) and [2 CFR 200.340](#) and the terms and conditions of this award.

Antidiscrimination Compliance Requirement

By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition

of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.

Civil Rights Compliance Requirement

The Applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 USC 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 USC 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 USC 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 USC 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

Title IX Compliance Requirement

By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows:

- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 USC 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
- The above requirements are conditions of payment that go to the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 USC 3729, and/or criminal liability, including under 18 USC 287 and 1001.

Compliance with Court Orders

Any term or condition in this NoA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

Termination

This award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and may also otherwise be terminated, to the extent authorized by law, if the agency determines that the award no longer effectuates program goals or agency priorities.

1. Budget and Funding Overview

Award Approval

- This Notice of Award (NoA) approves the budget submitted on **7/16/2026**.

Budget Period Compliance

- Recipients must ensure that funds are spent within the 12-month budget period specified in the NoA according to the approved budget.

2. Regulatory Requirements

This award is subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

3. Key Personnel

Effort Limitations

- Total effort across all funding sources (federal and non-federal) for any individual may not exceed 100% level of effort.

Definition of Key Personnel

- Key Personnel are essential staff or consultants/subrecipients who must be part of the project regardless of whether they receive a salary or compensation from the project.

Designated Key Personnel

- For this program, the following role(s) are designated as Key Personnel:
 - Project Director (PD)
 - Project Coordinator
- The identified PD for this program is listed in item #7 Project Director or Principal Investigator on the cover page of the NoA. If the individual identified on the NoA is incorrect, you must submit a post-award amendment for a change in Key Personnel via eRA Commons.

Key Personnel Changes Requiring Approval

Any changes to Key Personnel, including:

- The proposal of new staff in a Key Personnel role, or
- A separation from the project for three months or longer, or
- A reduction in effort of 25% or more

Note: Hiring Key Personnel before receiving formal approval is at the recipient's own risk.

4. Reporting Requirements

All reports must be submitted by the deadlines outlined below. Late submissions may result in additional consequences, including denial of future funding or unilateral project closeout.

A. Federal Financial Report (FFR/SF-425)

- **Due:** Annually, no later than 90 days after the end of each budget period
- **Submission Method:** Via the Payment Management System (PMS)
- **Requirements:**
 - Recipients must request appropriate PMS user access
 - Reports sent by email or uploaded to eRA Commons will not be accepted
 - See [Instructions for FFR Submission](#) (must be logged in to PMS to access)

B. Programmatic Progress Report (PPR)

- **Due:** Annually, no later than 90 days after the end of each budget period
- **Submission Method:** Via eRA Commons

-
- **Requirements:** Content must align with the Reporting Requirements section of the NOFO

C. Final Reports (for Closeout)

- **Due:** Within 120 days after the project period ends
- **Required Reports:**
 - o Final Federal Financial Report (Final FFR/SF-425) via PMS
 - o Final Progress Report (FPR) via eRA Commons
 - o Tangible Personal Property Report (Final TPPR Report SF-428-B and SF-428-S, as applicable) via eRA Commons
- **Consequences for Failure to Submit Acceptable Final Reports:**
 - o Unilateral closeout by SAMHSA
 - o Reporting recipient's material failure to comply with the terms and conditions of the Federal award in SAM.gov (Responsibility/Qualification Records)
 - o Impact on eligibility for future federal funding or other enforcement actions as appropriate (refer to [2 CFR 200.339](#))
- **Closeout Liquidation Period:**
 - o All obligations must be liquidated no later than 120 days after the project period end date
 - o After one hundred twenty (120) days, the PMS account is automatically locked. SAMHSA does not approve payment requests after the one hundred twenty (120) day liquidation of obligations period; late drawdown requests occurring after the 120 days will be denied.
- Additional closeout information and instructions on submitting reports are available at [SAMHSA Grant Closeout](#)

5. Government Performance and Results Act (GPRA) Compliance

Data Collection and Performance Measurement

All SAMHSA recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 111-352). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the NOFO and are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS).

SAMHSA's performance measurement tools have been updated to comply with Presidential Executive Orders.

6. Financial Management Standards

Recipients must maintain financial systems that:

- Track sources and uses of federal funds
- Compare actual expenditures to approved budgets
- Keep federal funds separate from other funds (no commingling)
- Ensure that all costs charged to awards are:
 - o Allowable
 - o Allocable
 - o Reasonable
 - o Necessary
 - o Consistently applied in accordance with **2 CFR 200** and **2 CFR 300** as applicable

7. Consequences for Noncompliance

Failure to comply with terms and conditions may result in:

- Withholding of payments

-
- Disallowance of costs
 - Suspension or termination of the award
 - Denial of future funding

Remedies for noncompliance are governed by [2 CFR 200.339](#).

8. Post Award Amendments and Responses

All responses to award terms and post award amendment requests must be submitted in eRA Commons. For instructions, see [SAMHSA Post Award Amendments](#).

9. Standard Terms and Conditions

Recipients must comply with:

- The [HHS Grants Policy Statement](#) (current version)
- [2 CFR 200](#) and [2 CFR 300](#)
- [SAMHSA Standard Terms and Conditions](#) in effect at the time of award

All prior terms and conditions remain in effect unless formally revised or removed by the Grants Management Officer.

SPECIAL TERMS

Risk Assessment, Audit & Oversight

SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures, records, and compliance with federal requirements. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 2 CFR part 200 and 2 CFR part 300, as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management System account, until the concerns are addressed.

Programmatic Performance Reports

As outlined in the Reporting Requirements Section of the NOFO, Youth and Families recipients are required to submit a semi-annual Programmatic Progress Reports at six months and at 12 months in Year 1, then an annual report in the subsequent years. The progress report at six months is due within 30 days of the end of the second quarter. The annual report is due within 90 days of the end of each budget period.

SPARS Reporting

Youth and Families recipients are required to collect and report client level data in SAMHSA's Performance Accountability and Reporting System (SPARS) using SAMHSA's performance measurement tool. Data must be entered in SPARS no later than 30 days after collection and must be collected at the following points:

1. Intake to SAMHSA-funded services.
2. Three-months post-intake (reassessment) for active clients.
3. 12-months post-intake and annually thereafter for active clients.
4. Administrative closeout from SAMHSA-funded services.

SPECIAL CONDITIONS

Revised Detailed Budget with Justification

By **October 30th, 2026**, submit the following via eRA Terms Tracker:

Revised Detailed Budget with Justification: Provide a detailed line-item breakdown of costs with an accompanying narrative justification. To prevent calculation errors and expedite review, it is highly recommended to use the SAMHSA Budget Template. The SAMHSA Budget Template, user guide, and [sample budget](https://www.samhsa.gov/grants/applying/forms-resources) can be accessed at <https://www.samhsa.gov/grants/applying/forms-resources>.

Revise the budget to address the following:

1. **Travel - SAMHSA Recipient Meeting:** Update the travel costs budgeted to attend the required SAMHSA recipient meeting to **two** individuals. The NOFO requires attendance by both the Project Director and Project Coordinator; however, the budget identifies only one grantee personnel position.
2. **Personnel - Project Coordinator:** Resolve the discrepancy between the Project Coordinator's annual salary of \$120,000 identified in the budget and the \$65,000 annual salary identified in the Project Coordinator position description. Provide the correct annual salary and revise the salary calculation and associated fringe benefits, as applicable, to ensure consistency throughout the application.

All responses to award terms and conditions must be submitted as PDF documents in eRA

Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading *How to Respond to Terms and Conditions*.

Minor Alterations and Renovations Documentation

By October 30th, 2026, provide documentation to address the following items:

The budget includes \$10,000 for a minor alterations and renovations contract. Prior to obligating these funds, conduct and document the procurement in accordance with the applicable Federal procurement standards at 2 CFR 200.317 200.327, including use of the appropriate procurement method and maintenance of records sufficient to document the procurement history.

Staff Contacts:

Frantishka McCrimmon, Program Official

Phone: 240-276-2900 **Email:** frantishka.mccrimmon@samhsa.hhs.gov

Robert Corless, Grants Specialist

Phone: (240) 276-1146 **Email:** robert.corless@samhsa.hhs.gov

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 523-2026 Approve Inpatient Psychiatric Hospital Contract Renewals for FY 2027

DATE: October 14, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 14 day of October 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors approves the CEO, in consultation with legal counsel, to negotiation and execute the Inpatient Psychiatric Hospital Contract Renewals for FY2027.

DONE IN OPEN MEETING this 14th day of October 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: October 14, 2026

AGENDA ITEM 13: Resolution 523-2026 – Approve Inpatient Psychiatric Hospital Contract Renewals for FY2027

RECOMMENDATION/MOTION:

Request for Board to authorize NTBHA CEO, Carol Lucky, in consultation with legal counsel as appropriate, to enter into, negotiate, adjust or extend and execute the FY2027 Inpatient Psychiatric Hospital Contract Renewals, in accordance with the TxHHS State-Funding levels.

BACKGROUND:

NTBHA, in Contract with Texas HHSC, is to support the provision of inpatient mental health hospital services staffed with medical and nursing professionals who provide 24-hour professional monitoring, supervision and assistance in an environment designed to provide safety and security during an acute behavioral health crisis. Staff provides intensive interventions designed to relieve acute symptomatology and restore the patient's ability to function in a less restrictive setting. Last year serving 1,631 individuals. Payments will be based on negotiated utilization.

UPDATES:

NTBHA intends to renew each of the seven (7) current hospital contracts for FY2027. Payments will be at the rate defined by HHSC contract and in accordance with authorized and utilized beds.

FINANCIAL INFORMATION:

NTBHA expects to pay a total amount of \$14,043,888.00, not including Admin or Indirect Costs, to fund a total of 19,776 inpatient bed days, at the following hospital facilities:

(Payments will be based on negotiated utilization. No Matching Funds are required for this Contract)

Provider
Dallas Behavioral Healthcare Hospital
Glen Oaks Hospital (UHS)
Hickory Trail Hospital (UHS)
Millwood Hospital
Perimeter Behavioral Hospital of Arlington
Perimeter Behavioral Hospital of Dallas
THR-Presbyterian Dallas

LOCAL SERVICE AREA:

Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall Counties.

IMPLEMENTATION SCHEDULE:

Upon approval by the NTBHA board.



ATTACHMENTS:

11.a *blank_PP24-012-A.3 Renewal FY27 ~ NTBHA*

ALIGNS WITH VISIONS:

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

**AN AMENDMENT NO. 3 TO:
FY24 PPB PROVIDER AGREEMENT
BETWEEN NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY AND
[HOSPITAL]**

This Amendment (“A.3”) is to the Service Agreement originally dated March 1, 2024, by and between NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (“NTBHA” or “Authority”), as the designated Local Behavioral Health Authority under the provisions of Chapter 533 of the Texas Health & Safety Code Ann. (Vernon 1992), and [HOSPITAL] (“Provider”), collectively (“Parties”), for the provision of Private Psych Bed (“PPB”) inpatient behavioral health services. The effective date of this Amendment shall be September 1st, 2026.

RECITALS

WHEREAS, NTBHA has contracted with Provider for the delivery of PPB inpatient services for indigent individuals eligible for services in the NTBHA local service area;

WHEREAS, NTBHA and Provider wish to amend the Terms of the Agreement as indicated below;

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual benefits received, Provider and NTBHA agree to the following changes made to the Agreement and outlined by this Amendment:

SUMMARY

This amendment, upon execution, effectively renews the terms and conditions, at the continued allocation levels, amending the original Termination date to extend through Fiscal Year 2027 (FY27).

1. IX: TERM AND TERMINATION

ITEM NO.1: TERM. This Agreement is effective from **September 1, 2026**, to **August 31, 2027**. In the event Local Authority and Provider are negotiating, preparing, and/or reviewing the services of Provider for renewal, this Agreement shall automatically extend for sixty (60) calendar days or until such time as a renewal agreement is approved by the Local Authority’s Board of Directors, whichever comes first.

2. ATTACHMENTS

Included in this Amendment, are the following attachments/exhibits:

FY27 PPB FUNDING RATE SHEET & CAPACITY

RIGHTS RESERVED

All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control. Any further revisions to the Agreement shall be by written Amendment(s) of the Parties. Providers are responsible for adhering to the same program requirements/measures/provisions, that may be amended from time to time, as set forth in the State’s HHSC Contract SOW and UTC (uniform terms & conditions), with NTBHA.

IN WITNESS, THEREOF, the undersigned have caused this Amendment to be duly executed on behalf of the parties, as of the date last signed below.

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

[HOSPITAL]

Signature

Carol E. Lucky, MAHS - C.E.O.

Printed Name and Title

Date Signed

Signature

Printed Name and Title

Date Signed

FY27 PPB FUNDING RATE SHEET & CAPACITY

Service Description:	Rate:	Unit:	Capacity:
Authorized PPB Inpatient Psychiatric Hospital Services	\$760.00	Per Bed/Day	As Authorized

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 524-2026 Approve Harris County Crisis Hotline Interlocal Agreement (Renewal) for FY 2027

DATE: October 14, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 14 day of October 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors approves the CEO, in consultation with legal counsel, to negotiate and execute the Harris County Crisis Hotline Interlocal Agreement Renewal for FY 2027.

DONE IN OPEN MEETING this the 14th day of October 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: October 14, 2026

AGENDA ITEM 14: Resolution 524-2026 – Approve Harris Center Crisis Hotline Interlocal Agreement Renewal for FY2027

RECOMMENDATION/MOTION:

Request for Board to authorize NTBHA CEO, Carol Lucky, in consultation with legal counsel as appropriate, to enter into, negotiate, adjust or extend and execute the FY2027 Crisis Hotline Interlocal Agreement Renewal with Harris Center, in accordance with the TxHHS State-Funding levels.

BACKGROUND:

NTBHA, in Contract with Texas HHSC, is to support the provision of a continuously available crisis hotline telephone service, staffed by trained and competent crisis staff providing crisis screening and access to intervention services, as well as mental health and substance use referral support and information, to callers 24 hours per day, seven days per week. Last year answering over 12,000 calls, serving roughly 6,000 individuals.

UPDATES:

NTBHA intends to renew contracts with the Harris Center for FY2027, remaining at level funding.

FINANCIAL INFORMATION:

NTBHA shall budget a total amount of \$300,000.00, to fund the crisis hotline services through FY2027.
(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:

14.a 7605-North Texas Behavioral Health – FY27 – Standard Renewal – v1 (Unsigned)

ALIGNS WITH VISIONS:

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

**THE HARRIS CENTER FOR MENTAL HEALTH AND IDD
FISCAL YEAR 2027 STANDARD REVENUE CONTRACT RENEWAL**

Contract ID No. 7605
Contractor's Name: North Texas Behavioral Health Authority
Contract Period: 09/01/2026 to 08/31/2027
Service: Crisis Line Services

THIS CONTRACT RENEWAL is entered into and made effective on the first day of September 2026, by and between **The Harris Center for Mental Health and IDD (the "Contractor" or "The Harris Center")**, located at **9401 Southwest Freeway, Houston, Texas 77074**, a Community Center and Agency of the State of Texas, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann., as amended, and **North Texas Behavioral Health Authority ("Agency")**, a Local Behavioral Health Authority and Agency of the State of Texas under the provisions of Chapter 533 of the Texas Health and Safety Code Ann., with offices at **8111 Lyndon B. Johnson Freeway, #900, Dallas, Texas 75251** for the purpose of providing crisis intervention helpline services from Consumer and Community callers.

WHEREAS, the Parties entered into a Revenue Agreement ("Agreement") on the 1st day of November 2019 for **Crisis Intervention Helpline Services to Callers**.

WHEREAS, Parties to this Contract Renewal, acknowledge that the current Agreement is hereby renewed for (FY) 2027, pursuant to the Renewal Options Provision, with the following additions and modifications unless such has been added by previous amendment:

NOW, THEREFORE for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties agree that the following rates shall apply for the ensuing fiscal year:

The Agency agrees to pay Contractor a Flat rate of Sixteen Dollars 00/100 (\$16.00) per inbound call.

Except as provided herein, all other terms and conditions included in the above referenced agreement previously established and any amendments or renewals pertaining thereto, remain unchanged and in full force and effect.

SIGNATURE PAGE FOLLOWS

AGENCY WARRANTS AND ASSURES THE HARRIS CENTER THAT IT POSSESSES ADEQUATE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT. THE AGENCY'S GOVERNING BODY, WHERE APPLICABLE HAS AUTHORIZED THE SIGNATORY OFFICIAL(S) TO ENTER INTO THIS AGREEMENT AND BIND AGENCY AND REPRESENTATIVE ENTITY TO THE TERMS OF THIS AGREEMENT AND ANY SUBSEQUENT AMENDMENTS HERETO.

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

Carol Lucky Date
Chief Executive Officer

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

Keena Pace, LCSW Date
Chief Executive Officer

Reviewer Initials _____ and _____

APPROVED AS TO FORM

Kendra Thomas Date
Chief Legal Officer

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 525-2026 Approve Clinical Pathway Laboratories (CPL) Contract Renewal for FY 2027

DATE: October 14, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 14 day of October 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors approves the CEO, in consultation with legal counsel, to negotiate and execute the Clinical Laboratories (CPL) Contract Renewal for FY 2027.

DONE IN OPEN MEETING this the 14th day of October 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: October 14, 2026

AGENDA ITEM 15: Resolution 525-2026 – Approve Clinical Pathology Laboratories Contract Renewal for FY2027

RECOMMENDATION/MOTION:

Request for Board to authorize NTBHA CEO, Carol Lucky, in consultation with legal counsel as appropriate, to enter into, negotiate, adjust or extend and execute the FY2027 Lab Services Contract Renewal with Clinical Pathology Laboratories (CPL), in accordance with the TxHHS State-Funding levels.

BACKGROUND:

NTBHA, in Contract with Texas HHSC, is to support the provision of laboratory services to NTBHA individuals. Last year providing lab services to over 35,000 individual.

UPDATES:

NTBHA intends to renew contracts with Clinical Pathology Laboratories for FY2027, remaining at level funding.

FINANCIAL INFORMATION:

NTBHA shall budget a total amount of \$250,000.00, to fund the laboratory services through FY2027.
(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:

15.a CPL_LAB 2016-10-07-A.10 Extension FY27 ~ NTBHA

ALIGNS WITH VISIONS:

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

**AN AMENDMENT NO.10 TO:
LABORATORY SERVICES AGREEMENT
BETWEEN NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY AND
CLINICAL PATHOLOGY LABORATORIES, INCORPORATED**

This Amendment (“A.10”) is to the Service Agreement originally dated January 1, 2018, by and between NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (“NTBHA” or “Authority”), as the designated Local Behavioral Health Authority, and CLINICAL PATHOLOGY LABORATORIES, INC. (“CPL” or “Provider”), collectively (“Parties”), for the provision of laboratory services.

RECITALS

WHEREAS, NTBHA has contracted with the Provider for the delivery of laboratory services for indigent individuals eligible for services in the NTBHA local service area;

WHEREAS, NTBHA and Provider wish to amend the Agreement as indicated below;

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual benefits received, NTBHA and Provider agree to the following changes made to the Agreement and outlined by this Amendment:

1. IX: TERM AND TERMINATION

ITEM NO.1: TERM. This Agreement is effective from **September 1st, 2026**, to **August 31st, 2027**. In the event Local Authority and Provider are negotiating, preparing, and/or reviewing the services of Provider for renewal, this Agreement shall automatically extend for sixty (60) calendar days or until such time as a renewal agreement is approved by the Local Authority’s Board of Directors, whichever comes first.

RIGHTS RESERVED

All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control. Any further revisions to the Agreement shall be by written Amendment(s) of the Parties.

IN WITNESS, THEREOF, the undersigned have caused this Amendment to be duly executed on behalf of the parties.

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

CLINICAL PATHOLOGY LABORATORIES, INC.

Signature

Signature

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

Mark Silberman, President/C.E.O.
Printed Name and Title

Date Signed

Date Signed

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 526-2026 Approve Pharmacy Benefits Manager (PBM) Contract Renewal for FY 2027

DATE: October 14, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 14 day of October 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors approves the CEO, in consultation with legal counsel, to negotiate and execute the Pharmacy Benefits Manager (PBM) Contract Renewal for FY 2027.

DONE IN OPEN MEETING this the 14th day of October 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: October 14, 2026

AGENDA ITEM 16: Resolution 526-2026 – Approve Pharmacy Benefits Manager (PBM) Contract Renewal for FY2027

RECOMMENDATION/MOTION:

Request for Board to authorize NTBHA CEO, Carol Lucky, in consultation with legal counsel as appropriate, to enter into, negotiate, adjust or extend and execute the FY2027 Pharmacy Benefits Manager (PBM) Contract Renewal with Integrated Prescription Management, Inc. (IPM), in accordance with the TxHHS State-Funding levels.

BACKGROUND:

NTBHA, in Contract with Texas HHSC, is to support the provision of pharmacy benefit management services to NTBHA individuals. Last year filling 227,496 prescriptions to over 75,000 individuals.

UPDATES:

NTBHA intends to renew contracts with Integrated Prescription Management, Inc. for FY2027, remaining at level funding.

FINANCIAL INFORMATION:

NTBHA shall budget a total amount of \$6,000,000.00, to fund the pharmacy benefits manager services through FY2027. *(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:

16.a *IPM_PBM Amendment No.8 FY27 (Proposed)*

ALIGNS WITH VISIONS:

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer



AMENDMENT NO. 8 TO PHARMACY BENEFIT MANAGEMENT SERVICES AGREEMENT

This AMENDMENT TO PHARMACY BENEFIT MANAGEMENT SERVICES AGREEMENT ("Amendment") is made and entered into by and between North Texas Behavioral Health Authority ("Client") and LucyRx Health Solutions, Inc. dba Integrated Prescription Management, Inc. ("IPM").

RECITALS

WHEREAS, IPM and Client previously entered into a Pharmacy Benefit Management Agreement effective January 1, 2017 (the "Agreement"), as amended; and

WHEREAS, the Parties desire to amend the Agreement rates to achieve Guaranteed Effective Rates (GER) and the term of the Agreement with this Amendment;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

TERMS OF AMENDMENT

1. AWP Discount Rates. The AWP Discount rates set forth in the Agreement, as amended, are hereby deleted in their entirety and replaced with the following:

Channel	AWP Discounts	
	Year 1	Year 2
Retail 30 – Brand – AWP Discount	18.00%	18.00%
Retail 30 – Generic Guaranteed Effective Rate (GER)	87.50%	87.60%
Retail 90 – Brand – AWP Discount	18.00%	18.00%
Retail 90 – Generic Guaranteed Effective Rate (GER)	87.50%	87.60%

Discount guarantees are aggregate and measured on an annual basis on each anniversary. Individual claims may vary above or below a quoted rate. The following claims are excluded from discount guarantees: claims adjudicated through a government sponsored program or pharmacy, 340B claims, COB claims, Discount Card claims, LTC/HI/ITU pharmacy claims, claims processed through a pharmacy location owned, operated, or contracted by a Plan Sponsor, claims older than one hundred and eighty (180) days, cosmetics, non-preferred claims, compound drugs, limited distribution drugs, and out of network claims.

2. Term. The term of the Agreement is hereby amended to provide that the Agreement shall have an initial term of one (1) year, commencing as of the Effective Date of this Amendment, and shall automatically renew for successive one (1) year terms thereafter, unless either Party provides written notice of non-renewal in accordance with the Agreement.

3. No Other Changes. Except as expressly amended herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

4. Conflict. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control solely as to the subject matter addressed herein.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Effective Date.

**NORTH TEXAS BEHAVIORAL
HEALTH AUTHORITY**

Signature: _____

Name: Carol E. Lucky, MAHS

Title: Chief Executive Officer

Date: _____

**LUCYRX HEALTH SOLUTIONS, INC.
DBA INTEGRATED PRESCRIPTION
MANAGEMENT, INC.**

Signature: _____

Name: Melissa Hawkins

Title: President

Date: _____

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 527-2026 Approve Substance Use Disorder Provider Contract Renewals for FY 2027

DATE: October 14, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 14 day of October 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors approves the CEO, in consultation with legal counsel, to negotiate and execute the Substance Use Disorder Provider Contract Renewals for FY 2027.

DONE IN OPEN MEETING this the 14th day of October 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: October 14, 2026

AGENDA ITEM 17: Resolution 527-2026 – Approve Substance Use Disorder Provider Contract Renewals for FY2027

RECOMMENDATION/MOTION:

Request for Board to authorize NTBHA CEO, Carol Lucky, in consultation with legal counsel as appropriate, to enter into, negotiate, adjust or extend and execute the FY2027 Substance Abuse Disorder (SUD) Provider Network Contracts, as presented in the table below, and in accordance with the TxHHS State-Funding levels.

BACKGROUND:

FY2027 NTBHA SUD Providers and associated SUD Service Contracts shall be issued, and allocated, based on the payment rate defined by the HHSC contract in accordance with authorizations and service utilization. Funds may be reallocated accordingly, in order to meet the NTBHA consumer needs.

UPDATES:

NTBHA intends to renew each of the current Substance Use Disorder Provider Contracts for FY2027, to remain at level funding and assigned capacity.

FINANCIAL INFORMATION:

All Substance Use Disorder/Substance Abuse Service Providers listed in the table below, are eligible to proceed with updated NTBHA Contract Services for the FY2027 Term, with capacity and funding allocations to be negotiated and finalized by NTBHA CEO prior to the execution of a Network Provider – Services Agreement and associated Scope of Work/Contract Attachments. All amounts are issued and allocated according to current TxHHS State funding levels and approved NTBHA Program budgets, subject to Funds Availability.

Provider	Contract Service
ARM	RSS
APAA	RSS
Cenikor	CCMS, TSG (TRA), MOUD
Finch Clinic	MOUD
Guiding Minds	OBOT
Homeward Bound	CCMS, TSG (TRA+TRF), MOUD
Inspired Hope Group	MOUD
IPS	TSG (TRA+TRF), MOUD, OBOT
Lakes Regional	TSG (TRA+TRY)
Med Pro	MOUD, OBOT
Metrocare Services	TSG (TRA+TRY), MOUD
Nexus Recovery Center	CCMS, TSG (TRA+TRF), MOUD
Step Med LLC	MOUD
West Texas Counseling & Rehab (WTCR)	MOUD
Your Discovery Place (YDP)	TSG (TRA+TRY)
Youth 180, Inc.	TSG (TRA+TRY)



LOCAL SERVICE AREA:

Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall Counties.

IMPLEMENTATION SCHEDULE:

Upon ratification by the NTBHA board.

ATTACHMENTS:

17.a blank_SUD24-012-A.# Renewal FY27 ~ NTBHA

ALIGNS WITH VISIONS:

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

**AN AMENDMENT NO.# TO:
SUBSTANCE ABUSE TREATMENT PROVIDER AGREEMENT
BETWEEN NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY AND
[PROVIDER]**

This Amendment (“A.#”) is to the Service Agreement originally dated September 1, 2019, by and between NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (“NTBHA” or “Authority”), as the designated Local Behavioral Health Authority under the provisions of Chapter 533 of the Texas Health & Safety Code Ann. (Vernon 1992), and [PROVIDER] (“Provider”), collectively (“Parties”), for the provision of Substance Use Disorder (“SUD”) services. The effective date of this Amendment shall be September 1st, 2026.

RECITALS

WHEREAS, NTBHA has contracted with Provider for the delivery of Substance Abuse Treatment – [Services] (“SA/###”) for indigent individuals eligible for services in the NTBHA local service area;

WHEREAS, Provider and NTBHA wish to amend the Terms of the Agreement as indicated below;

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual benefits received, Provider and NTBHA agree to the following changes made to the original Agreement and outlined by this Amendment:

SUMMARY

This amendment, upon execution, effectively renews the terms and conditions, at the below listed allocation amounts, amending the original Termination date to extend through Fiscal Year 2027 (“FY27”).

1. IX: TERM AND TERMINATION

ITEM NO.1: TERM. This Agreement is effective from **September 1st, 2026**, to **August 31st, 2027**. In the event Local Authority and Provider are negotiating, preparing, and/or reviewing the services of Provider for renewal, this Agreement shall automatically extend for sixty (60) calendar days or until such time as a renewal agreement is approved by the Local Authority’s Board of Directors, whichever comes first.

2. ATTACHMENTS

Included in this Amendment, are the following attachments/exhibits:

FY27 SA/### ALLOCATION & FUNDING RATE SHEET

RIGHTS RESERVED

All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control. Any further revisions to the Agreement shall be by written Amendment(s) of the Parties. Providers are responsible for adhering to the same program requirements/measures/provisions, that may be amended from time to time, as set forth in the State’s HHSC Contract SOW and UTC (uniform terms & conditions), with NTBHA.

IN WITNESS, THEREOF, the undersigned have caused this Amendment to be duly executed on behalf of the parties, as of the date last signed below.

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

[PROVIDER]

Signature

Carol E. Lucky, MAHS - C.E.O

Printed Name and Title

Date Signed

Signature

Printed Name and Title

Date Signed

FY27 SA/### ALLOCATION & FUNDING RATE SHEET

SERVICE TYPE (cost reimbursement vs. fee-for-service)	AMOUNT (per month or annual)
[SUD Service Provided]	\$###,###.## / Monthly Rate

HEALTH AND HUMAN SERVICES
Contract Number HHS001650300001

Attachment C CONTRACT AFFIRMATIONS

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

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

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

2. **Complete and Accurate Information**

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

3. **Public Information Act**

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

4. **Contracting Information Requirements**

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

5. Assignment

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

6. Terms and Conditions

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

7. HHS Right to Use

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

8. Release from Liability

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

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

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

11. Prior Disaster Relief Contract Violation

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

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

12. Child Support Obligation

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

13. Suspension and Debarment

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

14. Excluded Parties

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

15. Foreign Terrorist Organizations

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

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

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

18. Franchise Tax Status

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

19. Debts and Delinquencies

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

20. Lobbying Prohibition

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

21. Buy Texas

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

22. Disaster Recovery Plan

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

23. Computer Equipment Recycling Program

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

24. Television Equipment Recycling Program

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

25. Cybersecurity Training

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

26. Restricted Employment for Certain State Personnel

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

27. No Conflicts of Interest

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

28. Fraud, Waste, and Abuse

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

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

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

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

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

29. Antitrust

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

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

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

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

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
 1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

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

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

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code.

Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

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

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

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

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

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

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

41. COVID-19 Vaccine Passports

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

42. Entities that Boycott Energy Companies

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

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

43. Entities that Discriminate Against Firearm and Ammunition Industries

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

44. Security Controls for State Agency Data

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

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

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

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

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

47. Foreign-Owned Companies in Connection with Critical Infrastructure

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

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

48. Critical Infrastructure Subcontracts

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

49. Enforcement of Certain Federal Firearms Laws Prohibited

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

50. Prohibition on Abortions

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

51. Hardening of State Government

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

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

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

52. Artificial Intelligence Disclosure.

Contractor certifies that it has a continuing obligation to disclose in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor certifies that it is in compliance with all applicable laws and regulations regarding the use of artificial intelligence systems.

53. Surveillance, Intimidation, and Related Acts.

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

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

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

54. False Representation

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

55. False Statements

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

56. Permits and License

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

57. Equal Employment Opportunity

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

58. Federal Occupational Safety and Health Law

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

59. Signature Authority

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

Signature Page Follows

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

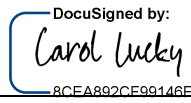
North Texas Behavioral Health Authority

Legal Name of Contractor

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

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

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

DocuSigned by:

8CEA892CE99146F

August 20, 2026

Signature of Authorized Representative

Carol Lucky

Date Signed

CEO

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

8111 LBJ Frwy, Suite 900

Title of Authorized Representative

Dallas, Texas 75251

Physical Street Address

same

City, State, Zip Code

Mailing Address, if different

469-299-9373

City, State, Zip Code

Phone Number

hfrederick@ntbha.org

Fax Number

011556147

Email Address

75-2811269

DUNS Number

1752811269 5

Federal Employer Identification Number

n/a

Texas Identification Number (TIN)

0521

Texas Franchise Tax Number

MSNLLGML43G3

**Texas Secretary of State Filing
Number**

SAM.gov Unique Entity Identifier (UEI)

RESOLUTION

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

RESOLUTION NO: 528-2026 Approve Substance Use Disorder Provider Contract Renewals for FY 2027

DATE: October 14, 2026

STATE OF TEXAS }

COUNTY OF DALLAS }

BE IT REMEMBERED at a regular meeting of the North Texas Behavioral Health Authority held on the 14 day of October 2026, the following Resolution was adopted:

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

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

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

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

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

IT IS THEREFORE RESOLVED that the North Texas Behavioral Health Authority Board of Directors approves the CEO, in consultation with legal counsel, to negotiate and execute the Mental Health Provider Contract Renewals for FY 2027.

DONE IN OPEN MEETING this the 14th day of October 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: October 14, 2026

AGENDA ITEM 18: Resolution 528-2026 – Approve Mental Health Provider Contract Renewals for FY2027

RECOMMENDATION/MOTION:

Request for Board to authorize NTBHA CEO, Carol Lucky, in consultation with legal counsel as appropriate, to enter into, negotiate, adjust or extend and execute the FY2027 Mental Health Provider Network Contracts, as presented in the table below, and in accordance with the TxHHS State-Funding levels.

BACKGROUND:

FY2027 Contract Allocations shall be allocated based on service utilization patterns and local community needs. Funds may be reallocated accordingly, in order to meet the NTBHA consumer needs.

UPDATES:

NTBHA intends to renew each of the current Mental Health Contracts for FY2027, to initially remain at level funding with plans to, within budgetary limits, adjust payment rates via negotiation. Current rates are set a levels proposed in the respective RFP responses and/or based on historical utilization.

FINANCIAL INFORMATION:

All Mental Health Service Providers listed in the table below, are eligible to proceed with updated NTBHA Contract Services for the FY2027 Term, with capacity and funding allocations to be negotiated and finalized by NTBHA CEO prior to the execution of a Network Provider – Services Agreement and associated Scope of Work/Contract Attachments. All amounts are issued and allocated according to current TxHHS State funding levels and approved NTBHA Program budgets, subject to Funds Availability.

Provider	Contract Service
Aadhar, Inc.	CMHP, Eval/Assess
Adelson Behavioral Mental Health Clinic	CMHP (Comprehensive Mental Health Provider)
APAA	MH/Peer and Consumer Operated Service Provider
Austin Street Center	Shelter Based MH Services
Bienstar Counseling Services	CMHP
Bridging the Gap	MH-Expansion
Centro de Mi Salud	CMHP
Child and Family Guidance Center	CMHP, YES Waiver Wraparound Services
Homeward Bound	CMHP w/MHX, Diversion Center, Crisis Respite, Crisis Residential, MH/Peer
Innovations CMHC	CMHP
IPS Psych Programs, LLC	CMHP
Jewish Family Service of Greater Dallas	MH-Expansion
Lakes Regional MHMR Center	CMHP, CoffeeHouse



Life Enhancement Services	MH-Expansion
Metrocare Services	CMHP, MH/Vet
Nexus Recovery Center	MH-Expansion
Southern Area Behavioral Healthcare	CMHP, Crisis Walk-In Urgent Care, Dallas LivingRoom Clinic
Transicare	Transportation
The Bridge	Dallas Co. HCC
The Wood Group	Corsicana Crisis Respite, Childrens Crisis Respite, State Hospital Step Down
Unity Behavioral Health	CMHP, MH-Expansion
Valiant Behavioral Healthcare Services	CMHP
Youth 180, Inc.	MH-Expansion, Co-Occurring

LOCAL SERVICE AREA:

Dallas, Ellis, Hunt, Navarro, and Rockwall Counties.

IMPLEMENTATION SCHEDULE:

Upon ratification by the NTBHA board.

ATTACHMENTS:

18.a blank_CMHP24-012 with Attachments

ALIGNS WITH VISIONS:

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

PRESENTED BY: Carol E. Lucky, Chief Executive Officer

SERVICE PROVIDER AGREEMENT
BETWEEN
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY
AND
[PROVIDER]

THIS AGREEMENT is made and entered into by and between NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (“NTBHA” or “Authority”), the Local Behavioral Health Authority under the provisions of Chapter §533.0356 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, and [PROVIDER] (“Provider” or “Contractor”), for the purpose of providing behavioral health services currently not available to the Local Authority through its present staff of employees.

RECITALS

WHEREAS, North Texas Behavioral Health Authority is the Texas Health and Human Services Commission (“HHSC”) designated behavioral health local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of behavioral health services for the residents of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties, Texas; and

WHEREAS, Local Authority desires to assemble and maintain a network of participating providers to provide certain mental health and substance abuse services funded by the Local Authority (the “Network”); and

WHEREAS, Provider is a facility or individuals who is or are duly licensed or certified in the State of Texas to provide the behavioral health services as described in this Agreement; and

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto.

NOW THEREFORE, in consideration of the mutual covenants, rights and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. DEFINITIONS

For purposes of the Agreement and its referenced Attachments, Exhibits, Addendums, Amendments, and/or other related documents, the following words and phrases are defined as follows:

1. **Assessment.** The clinical process of looking at a person’s mental health or substance abuse and medical history, his or her functioning, relationships, and development to determine their need for treatment.
2. **Authorization/Authorization Number.** All Covered Services may include a unique identifying number which is given by Authority to the Provider for Covered Services to a Consumer.
3. **Clinically Appropriate.** Covered Services are authorized by a Plan of Care, which are determined to be Medically Necessary and include all of the following: An adequate and essential therapeutic response provided for evaluation or treatment consistent with the assessed needs, proper diagnosis and treatment appropriate for the individual’s specific illness, disease or conditions; Reasonably expected to improve the illness, condition or level of functioning; Safe and effective according to nationally accepted practices and standards of evidence generally recognized by licensed professionals or publications; The appropriate and cost-effective level of service that can safely be provided for the specific intensity of need in accordance with the professional and technical standards adopted by the Utilization Management and Quality Management Departments of Authority.
4. **Confidential Information.** Any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) prepared, created, received, maintained, used, disclosed or have access to by the Local Authority or Provider which concerns the Consumer, Covered Individual, or Non-Covered Individual that consists of or includes any or all of the following:
 - a. Consumer Information;
 - b. Protected Health Information or Unsecured Protected Health Information;

- c. Sensitive Personal Information defined by Texas Business and Commerce Code Ch.521;
 - d. Federal Tax Information;
 - e. Personally Identifiable Information;
 - f. Social Security Administration Data; and
 - g. All privileged work product; and also includes:
 - h. All information designated as confidential under the constitution and laws of the State of Texas and of the United States, Texas Health & Safety Code, Texas Public Information Act, and Texas Government Code, Chapter 552.
5. **Consumer.** Individuals residing in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties who have been determined by Authority to meet the definition of Priority Population.
 6. **Covered Individual.** Individuals residing in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties, who meet the HHSC definition of Priority Population and are authorized by the Authority to receive services.
 7. **Covered Services.** Mental health and substance use disorder services within the scope of the benefit plan.
 8. **Episode of Care.** The care provided by a reasonably prudent health care facility or provider for a specific psychiatric problem or condition during a set time period, but specifically excluding emergency medical treatment that is unrelated to the psychiatric problem or condition and any Potential Preventable Readmission.
 9. **Local Case Number.** (“LCN”) A unique number assigned to each NTBHA consumer receiving services.
 10. **Medically Necessary.** Medically Necessary means that Covered Services: (a) are reasonable and necessary for the treatment of a behavioral health disorder or to improve or prevent deterioration of functioning resulting from such a disorder; (b) are in accordance with accepted standards of practice in behavioral health care; (c) are furnished in the most appropriate and least restrictive setting in which Covered Services can be safely provided; (d) are the most appropriate level or supply of service which can be safely provided; and (e) could not have been omitted without adversely affecting the Consumer’s mental and/or physical health or the quality of care rendered.
 11. **Non-Covered Individual.** Any individual residing in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties for whom the Provider has not obtained an authorization for services.
 12. **Non-Covered Services.** Any services not specified in the Plan of Care and for which Provider has not obtained an authorization.
 13. **Payor of Last Resort.** The payor or program responsible for adjudication once all other funding sources have been exhausted.
 14. **Plan of Care.** A written plan that a Consumer develops in collaboration with a Provider in accordance with the State standards applicable to a specific Consumer. The Plan of Care, based on a Consumer’s choices and assessments, addresses the problems, goals, and direction of service delivery.
 15. **Potentially Preventable Readmission.** A Clinically Related Readmission of a Covered Individual that occurs up to and including fifteen (15) calendar days after the Covered Individual’s date of discharge from his or her most recent hospital admission. A clinical review involving NTBHA and Provider will be conducted to allow NTBHA to determine if the underlying reason for the readmission was plausibly related to the care and treatment rendering during or immediately following a prior hospitalization as a prerequisite to recoupment or non-payment for a Covered Service.
 16. **Prior Authorization/Pre-Authorization.** A determination made by NTBHA to prospectively approve or deny payment for a service or course of treatment of a specific duration and scope to a member prior to the provider’s initiating provision of the requested service.
 17. **Priority Population.** Provider shall not restrict or expand the definition of Priority Population or any other Consumer defined in this Agreement. The definition of the Priority Population for Provider is as follows:
 - a. **Adults:** who have severe and persistent mental illness such as schizophrenia, major depression, bipolar disorder, or other severely disabling mental disorders, which require crisis resolution or ongoing and long-term support and treatment.
 - b. **Child and Adolescent:** Children ages 3 through 17 with a diagnosis of mental illness (excluding a single diagnosis of substance abuse, mental retardation, autism or pervasive development disorder) who exhibit serious emotional, behavioral or mental disorders and who: (1) Have a serious functional impairment; or (2) Are at risk of disruption of a preferred living or child care environment due to psychiatric symptoms; or (3) Are enrolled in a school system’s special education program because of serious emotional disturbance.
 - c. **Substance Abuse:** HHSC has established a priority order for treatment in accordance with SAPT Block Grant regulations and state designation. SUD Providers shall give preference for treatment in

the following order: (1) Pregnant, injecting drug users; (2) Pregnant substance abusers, and; (3) Injecting drug users.

18. **Protected Health Information (“PHI”).** Individually Identifiable Health Information that is or has been electronically transmitted or maintained by either party and includes such information in any other form.
19. **Provider.** An entity that delivers direct behavioral health services to an enrollee.
20. **Provider Directory.** A published list of service providers currently contracted with NTBHA.
21. **Provider Manual.** Resources to NTBHA service provisions, processes, procedures, and policy guidelines with explanations, for working with NTBHA.
22. **System Agency/Performing Agency.** In pertaining to this Agreement, its Attachments, Exhibits, Addendums, and Amendments, System Agency shall refer to NTBHA and Performing Agency shall refer to Provider.

II. RELATIONSHIP BETWEEN THE PARTIES

1. **Independent Contractor.** The relationship between the Local Authority and Provider will be that of an independent contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between the Local Authority and Provider other than that of independent parties contracting with each other to carry out this Agreement. It is expressly agreed that Provider and Provider’s personnel, if any, may not for any purposes be deemed to be an officer, employee, agent, partner, joint ventures, ostensible or apparent agent, servant or borrowed servant of the Local Authority. Provider agrees that it will not hold itself out as an agent of the Local Authority to Consumers served under this Agreement or to any other persons. Provider understands and agrees that:
 - a. Local Authority will not:
 - 1) withhold on Provider’s behalf any sums for income tax, unemployment insurance, social security, or any other withholding under any law or requirement of any governmental body relating to Provider; or
 - 2) make available to Provider any benefits afforded to employees of Local Authority.
 - b. All the payments, withholdings, and benefits, if any, are Provider’s sole responsibility under this Agreement; and
 - c. In the event the Internal Revenue Service should question or challenge Provider’s independent contractor status, the parties mutually agree that all parties to this Agreement will have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service.
2. **Professional Judgment.** In the performance of all services under this Agreement, Provider is at all times acting as an independent contractor engaged in the delivery of professional services. Provider and its personnel, if any, will employ their own means and methods and exercise their own professional judgment in performing the services under this Agreement. The sole concern of the Local Authority under this Agreement is that, irrespective of the means selected, the services will be performed in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Local Authority and HHSC.
3. **Liability for Treatment or Service.** Nothing in this Agreement shall be deemed to change or alter any relationship which exists or may come to exist between the Provider and the person served. Provider shall have and be subject to the same duties, liabilities and responsibilities toward the Local Authority’s Consumers served as exist generally between Provider and its other patients. Further, the Utilization Review and Quality Management Procedures of the Local Authority shall not diminish the Provider’s obligation to render patients served consistently with the applicable standards of care.

III. OBLIGATIONS OF THE PROVIDER

1. **Provision of Covered Services.** Provider agrees to provide Covered Services to the eligible Consumers of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties, Texas, to Local Authority’s designated individuals in accordance with the terms of this Agreement, admission criteria, and the Provider Manual. Provider will render services to all Covered Individuals in the same manner, subject to the same standards, and within the same time availability as offered to Provider’s other patients or clients. Provider will not discriminate on the basis of payment source in matters involving the provision of Covered Services to said individuals. Provider will not refuse to accept or continue to serve any individual unless the individual does not meet Priority Population, or Provider and Local Authority admission criteria.

- a. The professional services to be provided by Provider will be provided in accordance with the Plans of Care/Treatment Plans of Consumers.
 - b. Provider agrees that no person who is eligible for services under this Agreement will be denied services solely on the basis of the person's arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing or conviction of a criminal offense.
 - c. Provider agrees that it may not restrict or expand the definitions of Priority Population or any other Consumer served as defined in this Agreement.
 - d. Provider agrees that it will not deny services to a Consumer served under this Agreement because of the Consumer's inability to pay.
2. **Authorization of Covered Services.** All authorizations for the provision of Covered Services will be approved by Local Authority only.
3. **Non-Exclusivity.** Nothing contained in this Agreement shall be construed to confer upon the Provider the exclusive right to render services to Consumers in any geographic area, and Local Authority explicitly reserves the right to contract with any other Provider in the geographic area of the Local Authority, Dallas, Ellis, Navarro, Hunt, Kaufman and Rockwall Counties, Texas.
4. **Referrals.** Consistent with sound medical practice and in accordance with accepted community standards, or as otherwise required by law, Provider agrees to coordinate Covered Services, and planning with Local Authority staff to assure continuity of Covered Services during and following Covered Services delivery. Provider's failure to obtain preauthorization, as defined in the Provider Manual per service from Local Authority, may result in Provider liability for charges incurred. In no event shall Provider seek compensation from the Consumer (or representative of the Consumer), Local Authority, or any payor for Provider's failure to obtain preauthorization of any services.
5. **Continuity of Care.** Provider agrees to participate in treatment planning with Local Authority staff through Care Management Manager and/or Utilization Manager to assure continuity of services for each Covered Individual.
6. **Quality Management and Utilization Management Programs.** Provider agrees to participate in, cooperate with, and comply with Local Authority Quality Management ("QM") and Utilization Management ("UM") activities and standards. Provider will be required to have a written QM Plan; identified quality related goals with supportive objectives; and implementation of processes to show progress towards goal attainment. Provider shall allow Local Authority to have access at any time to the treatment records of its Consumers as permitted by state and federal confidentiality laws. Provider understands that sanctions for noncompliance with Local Authority requirements may include termination of this Agreement. Provider understands that Local Authority will actively evaluate and oversee QM measures to ensure they meet and/or exceed Local Authority expectations and standards. Provider agrees to implement continuous QM to gain improvement in service delivery processes. Provider shall:
 - a. Develop a QM Plan and conduct QM activities including organizational self-assessments and measures of satisfaction as specified by the Local Authority.
 - b. Establish and conduct corporate compliance reviews, assessments, and implement remedies for identified areas of improvement.
 - c. Comply with the Local Authority's monitoring procedures, including submission of reports and data and other information requested.
 - d. Conduct monthly reviews to ensure that documentation of services are in compliance with the HHSC Data Verification definitions.
 - e. Adhere to quality of care indicators including but not limited to the following:
 - 1) Appropriateness of admission/discharge to the program
 - 2) Unusual incident trends
 - 3) Unauthorized absences and outcomes
 - f. Local Authority shall monitor each community services contractor's compliance with the contract and evaluate the contractor's provisions of services, including but not limited to:
 - 1) Competency of the contractor to provide care;
 - 2) Consumers' access to services;
 - 3) Safety of the environment in which services are provided;
 - 4) Continuity of care;
 - 5) Compliance with the performance expectations;
 - 6) Satisfaction of consumers and family members with services provided; and
 - 7) Utilization of resources.

7. **Response to Contract Monitoring.** The Local Authority is responsible for routine monitoring of this Agreement to ensure the Provider complies with the terms of this Agreement, with the responsibilities and requirements of HHSC through contractual obligations with NTBHA, and to ensure that performance measures and monitoring outcomes are appropriately met and managed. In response to routine monitoring of this agreement, provider shall fully cooperate with NTBHA requests.
8. **Covered Individual Appeals and Complaints.** Provider agrees to abide by, and cooperate with, Local Authority's complaint, grievance, and appeal processes maintained fairly and expeditiously to resolve a Covered Individual's and/or Provider's concerns pertaining to any service provided by Provider and/or to allow a Covered Individual or Provider to appeal determinations that a service was not authorized. Notice of adverse determinations that a service is not Medically Necessary will be communicated to consumers by the Provider and in accordance with applicable federal, state, or local laws, rules, or regulations to which the NTBHA program is subject. Provider agrees to cooperate with and participate in Local Authority's procedures and those of other payors to resolve any complaints by Covered Individuals regarding Provider's services. Provider agrees to inform in writing Covered Individuals served by the Provider of the right to file a complaint regarding Provider in accordance with Local Authority's complaint process. Provider agrees to take such corrective action as required by Local Authority to resolve any complaint related to its provision of services pursuant to this Agreement.
- a. Covered Individual(s) can initiate complaints via the Local Authority's Client Rights Officer or his/her case manager. A notice to NTBHA consumers must be posted on Provider premises concerning the process for resolving complaints, including the Texas Department of Insurance's toll-free number.
- b. Provider shall furnish such current administrative policies and procedures, data and/or documentation as Local Authority or its designee may reasonably request. In the event deficits are found, Local Authority reserves the right to re-audit Provider's site to ensure remedial efforts for improvement have been implemented. Following on-site audits, Local Authority will deliver to the Provider a list of comments with regard to the manner in which services are being provided. Failure to provide a plan of improvement, and correction (or justification for lack of action) within a reasonable time as specified by the Local Authority may result in sanctions including the termination of this Agreement.
9. **Transfer to Another Provider.** Providers aware of Covered Individuals wishing to transfer/change Providers after services have already begun must notify the Covered Individuals with appropriate referrals and coordination to complete transfer to desired Provider.
10. **Marketing.** Provider hereby authorizes Local Authority to identify Provider in Local Authority's Provider Directory. This identification may only include Provider's name, address, telephone number, and Provider profile with a description of Provider's services and facilities. Notwithstanding the Provider Directory, Provider additionally authorizes Local Authority to maintain and make available to Consumers and potential Consumers, current information on Provider as would be available for each Provider of community services participating in the network. Provider is aware that material may include results from Consumer satisfaction surveys. In all other respects, Local Authority and Provider reserve the right to control the use of their respective names, symbols, trademarks and service marks existing or established during the term of this Agreement. Provider shall obtain prior approval in writing to use Local Authority's name in any promotional materials. Any use of the Local Authority's name in advertising or any other promotional material by the Provider must be approved by the Local Authority in writing prior to distribution of materials.
11. **Qualifications.** Necessary documentation regarding Provider's professional and educational qualifications and any additional required qualification documentation are set forth in Information Item A, as published by HHSC.
12. **Authority Approval of Provider Personnel.** Provider agrees not to subcontract any services until approval of such subcontractors are approved by Local Authority in writing. Any subcontractors or employees of Provider are the direct responsibility of Provider. Provider further agrees to secure from any assignee or subcontractor their written agreement to comply with all of the terms and conditions, including without limitation the representations and warranties made herein, of this Agreement. Provider further understands and agrees that the subcontracting or assignment of any of the terms or conditions of this Agreement does not release or excuse the Provider from its obligations to perform under this Agreement.
13. **Representations and Warranties.**
- a. Provider represents and warrants at all times during this Agreement, that Provider, its officers, employees, and agents will comply with:

- 1) The terms of this Agreement, all applicable policies of the Local Authority, policies as specified in the Provider Manual; and
 - 2) All applicable local, state, and federal laws, rules, regulations, handbooks, standards and guidelines now in effect and that become effective during the term of this Agreement including but not limited to all applicable standards set forth by HHSC and found in Title 26 of the Texas Administrative Code, Chapter 301, Subchapter G and Title 40 of the Texas Administrative Code, Chapter 5, a current copy of which may be requested from the Local Authority or may be obtained at the following website address: www.sos.state.tx.us/tac/index.
- b. Provider, its officers, employees, and agents, will maintain, as applicable to service delivery, any certifications, registrations, or licenses, set forth in the Provider Manual and applicable law, and are required to remain in good standing in its/his/her profession during the term of the Agreement. Additionally, Provider must inform the Local Authority immediately of any changes -- including any court or governmental agency proceeding, investigation, termination, reduction, revocation or suspension -- to any certifications, registrations, or licenses held by the Provider, its officers, employees, or agents. Provider shall submit a written report to Local Authority within three (3) calendar days of any allegation that a professional licensed or certified by the State of Texas and employed by the Provider has committed an action that constitutes grounds for the denial, suspension, or revocation of the certification or licensure. If Provider's employee receives a denial, suspension, or revocation, and Provider fails to remove such employee from providing Covered Services to Covered Individuals, then this Agreement may be immediately terminated without prior notice.
 - c. Provider will ensure the performance of services within the standards and scope of its profession and in a manner designed to assist in the Local Authority's efficient operation of the Local Authority. Provider agrees to interact with Local Authority staff, other Providers with the Local Authority, and consultants in a cooperative manner. The adequacy of the performance of this obligation will be determined at the Local Authority's sole discretion.
 - d. The Provider represents and warrants that the execution and performance of this Agreement by Provider will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which Provider is a party.
 - e. The Provider represents and warrants that AIDS/HIV workplace guidelines, similar to those adopted by HHSC, and AIDS/HIV confidentiality guidelines, consistent with state and federal law, will be adopted and implemented by the Provider.
 - f. The Provider represents and warrants that at the time of executing this Agreement, neither Provider, its officers nor directors are currently held in abeyance or barred from the award of a federal, state or county contract. Provider agrees to disclose this information in the event such abeyance occurs at any time during the term of this Agreement, pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376. This provision shall be included in its entirety in a Provider's subcontracts if payment in whole or in part is from federal funds. Such disclosure shall include when Provider:
 - 1) is held in abeyance from or barred from the award of a federal, state or county contract or if this occurs anytime during the term of this Agreement;
 - 2) has been convicted of a criminal offense related to any county, state or federally funded program;
 - 3) is placed on "vendor hold" status for any county, state, or federally funded Local Authority or program; or
 - 4) is placed on the Federal Government's terrorism watch list, as described in Executive Order 13224.
 - g. Provider represents and warrants that it/he/she is not currently an employee of the Local Authority.
 - h. Contractor understands that the Enterprise Agency does not tolerate any type of fraud. The Enterprise Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-

800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and Enterprise Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

14. **Receipts and Records.** Provider agrees to provide the Local Authority upon request with original receipts for the purchases of all goods and services involving the use of Local Authority funds as well as all other financial and supporting documents and statistical records. Provider shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to the Local Authority, including Plans of Service, for a period of six (6) years from the latest date of the expiration or termination of this Agreement.
15. **Immigration Reform and Control Act.** Provider agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
16. **Reports of Abuse and Neglect.** Provider must report any allegations of abuse, neglect, or exploitation to the Texas Department of Family and Protective Services (DFPS) at 800-252-5400 and to Local Authority's QM Department at qm@ntbha.org or 877-653-6363 in compliance with federal and state law, and Local Authority policies and procedures. Reporting to the Local Authority's QM Department shall include (1) a written incident report completed by the individual who reported the allegation to DFPS, (2) DFPS report number, and (3) be submitted within 24 hours of knowledge of allegation.
17. **Required Information for Criminal Conviction Checks.**
 - a. Provider shall provide to the Local Authority proof that criminal history record checks have been conducted on Provider/subcontractor's officers, employees, and agents whose duties place them in direct contact with Consumers, pursuant to Texas Health and Safety Code, Section §533.007 and Chapter 250, the Texas Government Code, Section §411.115.
 - b. If an officer, employee, or agent of the Provider/subcontractor has a criminal history relevant to his or her employment, then the Provider/subcontractor will take appropriate action with respect to the officer, employee, or agent, including terminating or removing the officer, employee, or agent from direct contact with Consumers with a mental disability served by the Provider/subcontractor; and
 - c. If Provider/subcontractor's officer, employee, or agent has such a conviction, and Provider/subcontractor fails to remove such officer, employee, or agent, then this Agreement may be terminated without prior notice.
 - d. Provider/subcontractor shall provide the Local Authority with a letter of assurance upon request or by no later than January 15 of each calendar year that an annual criminal background check (such as the Texas DPS criminal check) has been conducted on all Provider/subcontractor's officers, employees, and agents who have direct contact with Consumers, and that Provider/subcontractor is in compliance with the terms of this Agreement. Failure to provide the requested information may result in suspension and/or termination of this Agreement.
18. **Pre-Employment Drug Screening.** Service Providers must maintain a drug-free work environment and complete a pre-employment drug screening in accordance with Title 25 of the Texas Administrative Code, Part 1, Chapter §448.601 (e), on all applicants hired after August 31st, 2004.
19. **Provider's Governing Body.** Upon request, Provider agrees to provide Local Authority with a list of the members of Provider's governing body, if applicable.
20. **Retention of Records.** Provider agrees to retain all records pertinent to the Agreement, including appropriate treatment plans, for a period of seven (7) years. Provider shall retain for seven (7) years following the latest date of the expiration or termination of this Agreement, or the termination of Covered Services, or for a longer period if required by statute or regulation, PHI and all records, reports, and source documentation related to services and treatment sufficient to support an audit concerning expenses and services.
21. **Optimizing Revenue.** Provider agrees to optimize earned revenues and maintain best cost value through coordination of insurance benefits and third-party revenues.
22. **Responsibility for Consumer Funds.** If Provider assumes responsibility for the funds of a Consumer, Provider will abide by written policies approved by the Local Authority and will protect and account for such funds in accordance with generally accepted accounting principles.
23. **Medical Care.** If Consumer receiving services from Provider requires immediate and/or emergency medical attention during the delivery of the services, Provider agrees to provide or procure appropriate hospital, surgical, medical, and dental care for the Consumer as specified in Provider's emergency policy and procedures.
24. **Solicitation prohibitions involving Potential Consumers.** Provider agrees and is aware that Provider is prohibited from the following, and any violation will result in immediate termination of this Agreement:

- a. Offering any gift with a value in excess of \$10 to potential Consumers; and,
 - b. Soliciting potential Consumers in person, through direct mail, by telephone or other means of communication.
25. **Managed Care Organizations.** Provider shall make a reasonable effort to join a managed care network as a provider. Failure to make such effort is grounds for immediate termination of this Agreement.
26. **Credentialing.** Provider agrees and represents that its licensed staff and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to Consumers by such Provider and staff. Local Authority will review all of the Provider's officers, staff, employees, and agents at the professional level (i.e. licensed staff). Provider will maintain completed credentialing application forms and submit updated rosters to the Local Authority for each licensed professional providing services to Covered Individuals on a semi-annual basis. These files and rosters are subject to audit by Local Authority. Provider must make modifications to its own credentialing process to meet or exceed standards set forth by Local Authority's credentialing policies and procedures.
27. **Assignment.** Provider assigns to Local Authority any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States 15 U.S.C. Section 1, et seq. (1973), as amended, and the antitrust laws of the State of Texas, Tex. Bus. & Com. Code Ann. Sec. 15.01 et seq. (1967), as amended.
28. **Telemedicine Medical Services.** If Provider provides telemedicine medical services, Provider represents that the services are implemented in accordance with written procedures and using protocol approved by the Provider's medical director that includes the following requirements:
- a. Clinical oversight by Provider's designated physician responsible for medical leadership;
 - b. Contraindication considerations for telemedicine use;
 - c. Priority in scheduling the system for clinical care of Consumers;
 - d. Quality oversight and monitoring of satisfaction of the Consumers served; and
 - e. Management of information and documentation for services that allows timely access to accurate information between the two sites.
29. **Training.** Provider agrees to participate in Provider Training as required and approved by the Local Authority. Proof of all required training shall be maintained by the Provider and made available on request by the Local Authority within thirty (30) calendar days of Agreement start date (all training needs to occur before the Provider serves Consumers). Required training may be obtained from the Local Authority, NTBHA QM, and/or NTBHA designee; however, Provider shall not bill Local Authority for said training hours. Failure to obtain and/or keep current required training will be deemed non-compliance and may be grounds for termination of this Agreement.

IV. REIMBURSEMENT OF SERVICES

1. **Bills for Payment.** Provider will submit Certified Covered Services Encounter Claims by the tenth day of each calendar month following the month the services were rendered in accordance with the Statement of Work.
2. **Acceptance of Payment.** Provider will accept payment received from Local Authority in accordance with the Reimbursement Schedule set forth in the Statement of Work as payment in full for Covered Services provided pursuant to this Agreement. Provider shall not submit a claim or bill or collect compensation from a Consumer. Further, Provider shall not submit a claim or bill or collect compensation from Local Authority for any Non-Covered Service, Service(s) eligible or covered by any third-party payor, State/Federal Grant funding, or Benefit/Assistance programs outside of NTBHA funding.
3. **Coordination of Covered Individual's Benefits.** Provider agrees to cooperate with Local Authority in coordination of Covered Individuals' benefits, to provide Local Authority any relevant information that Provider may reasonably have relating to any other coverage held by a Covered Individual, and to abide by the coordination of benefits, subrogation and duplicate coverage policies as set forth in the Provider Manual. Provider acknowledges that Local Authority is considered the payor of last resort and that all other funding sources must be exhausted prior to billing Local Authority for authorized Covered Services. It is the obligation of the Provider to submit written evidence documenting its efforts to collect fees from any and all payment sources prior to submitting claims to Local Authority. Provider agrees that Local Authority reserves the right to refuse payment to Provider.
4. **Non-Covered Services.** Provider agrees that compensation for providing Non-Covered Services will be solely between the individual and the Provider, and that the individual must be informed in writing before

such services are provided, and that Local Authority is not responsible for payment for such services. Prior to providing any non-covered services to any individual, Provider shall, in writing, advise the individual (a) of the nature of the service; (b) that the service is a Non-Covered Service for which a payor will not pay; and (c) that the individual will be responsible for paying for the service. Provider shall request individual to sign such writing and return to Provider.

5. **Overpayment.** In the event a Provider receives an overpayment for services performed, Provider and Local Authority mutually agree that such identified overpayment will be deducted in total from the following month's payment, unless the Local Authority's Legal Department states that the overpayment should be withheld immediately.
6. **Referrals and Utilization.** The Local Authority does not guarantee utilization of the Covered Services to be provided under this Agreement. Provider acknowledges that there is no warranty or guarantee that Provider will be utilized by an individual or any number of Covered Individuals. Provider further acknowledges that the parties do not intend to create an exclusive arrangement by this Agreement.
7. **Franchise Tax.** If Provider is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments to the Provider due under this Agreement may be withheld until such delinquency is remedied.

V. RESPONSIBILITIES OF LOCAL AUTHORITY

1. **Provider Manual.** Local Authority shall maintain a Provider Manual, available to view or download on its website. Local Authority may amend the Provider Manual from time to time, at its sole discretion, with the most up-to-date version published online, at <https://ntbha.org/providers/manuals-forms/>. In the event of any inconsistency between the terms of this Agreement and the Provider Manual, the terms of the Provider Manual shall govern and control.
2. **Payment.** Local Authority will pay Provider for charges verified and billed for which Local Authority has authorized in accordance with the Statement of Work. In consideration of the obligations undertaken by Provider, Local Authority projects to pay Provider for charges submitted by Provider for the provision of Covered Services, during the term of this Agreement. This projection in no way guarantees a maximum amount or utilization of Provider by a Consumer or any number of Consumers. *This Agreement is at all times contingent upon the approval of HHSC and the availability and receipt of state or federal funds, and if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Local Authority. Provider understands and agrees if this Agreement is modified or terminated due to an insufficient amount of state or federal funds allocated to Local Authority, the Local Authority shall not be responsible for any amounts allegedly owed to Provider.*
3. **Provider Reporting.** Unless otherwise instructed, all required and requested submissions or reporting shall be sent to the email provided below, when electronic versions are permitted, or to the address provided below for paper copies and originals.

North Texas Behavioral Health Authority
Heath Frederick, Contracts Director
(469) 523-0529 – hfrederick@ntbha.org
Contracting Dept (Cc: contracts@ntbha.org)
8111 LBJ Frwy., Suite 900
Dallas, TX 75251

4. **Freedom of Choice.** Local Authority shall allow Consumers to choose freely any participating Provider within the network without influence by any Local Authority staff or representative.

VI. RECORDS, CONFIDENTIALITY, AND ACCESS

1. **Disclosure Under the Texas Public Information Act.** The Local Authority operating under the Texas Public Information Act is required upon written request to release information regarding Provider which may include Provider Profile or other documents. Information deemed proprietary by Provider must be clearly indicated as such and may still be subject to disclosure depending on a ruling from the Attorney General's Office. Provider shall be solely responsible for contesting or defending the release of any information it

deems to be proprietary and hereby releases the Local Authority from any duty, responsibility, or liability with regard to the release of any information delivered to the Local Authority by Provider.

2. **Records.** Provider will create and maintain records in accordance with the Provider Manual and this Agreement.
3. **Confidentiality of Records of Covered Individuals Served by This Agreement.** Provider agrees to comply with all applicable Health Insurance Portability and Accountability Act of 1996 ("HIPAA") regulations including the HHSC Data Use Agreement incorporated by reference to this Agreement. In accordance with HIPAA and the Privacy Rule (45 CFR Parts 160 and 164):
 - a. Provider agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with Consumer's information, if any, accessed or generated during services as a Provider for the Local Authority, that Provider and its officers, employees, agents and subcontractors are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information.
 - b. Provider agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a Consumer with respect to alcohol or drug abuse, Provider and its officers, employees and agents are bound by the provisions of 42 C.F.R. Part 2.
 - c. Provider agrees to follow, undertake, or institute appropriate procedures of safeguarding Consumer's information, if any, with particular reference to Consumer identifying information or protected health information. The term "Consumer identifying information" and/or "protected health information" includes, but is not limited to, a Consumer's medical record, graphs, or charts; statements made by the Consumer, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a Consumer is or has received services at the facility, center, or other designated provider.
 - d. Provider agrees to resist in judicial proceedings any efforts to obtain access to protected health information pertaining to Consumers except as expressly stated in applicable laws, rules and regulations. Provider agrees to inform the Local Authority of any attempts to gain access to protected health information pertaining to Consumers.
 - e. Provider agrees to report to Local Authority any use or disclosure of protected health information not provided for by this Agreement.
 - f. Provider agrees to make available to the appropriate federal or state agency its internal practices, books, records, and policies and procedures or those of Local Authority used by Provider related to the use and disclosure of protected health information for the purpose of determining Provider's compliance with the Privacy Rule.
 - g. Provider agrees to maintain documentation of, and information related to its uses and disclosures of protected health information to permit Local Authority to provide an accounting of disclosures as prescribed by 45 CFR §164.528.
 - h. Provider acknowledges that Local Authority is not permitted to enter into any agreement with Provider to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of Local Authority without requiring that Provider to first execute the Subcontractor Agreement Form, which ensures that the Provider (Subcontractor) will comply with the identical terms, conditions, safeguards and restrictions as contained in the Data Use Agreement ("DUA") for PHI executed between the Local Authority and HHSC. A copy of the executed DUA is available upon request.
4. **Access to Facilities, Books and Records by Local Authority or HHSC.** Pursuant to Texas Health and Safety Code §534.061, Provider agrees to allow the Local Authority or other authorized governmental agencies unrestricted access during usual business hours to all facilities, service providers, individuals served, records, data, and other information as necessary to enable HHSC and the Local Authority or other authorized agencies to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement. Provider authorizes Local Authority and HHSC or their designated agents to make copies of, at no charge, Provider's medical, financial and administrative books, documents, and records related to providing services to Covered Individuals and the cost thereof, subject to applicable laws and regulations.
5. **Right of Audit and Recovery.** Provider hereby authorizes Local Authority to conduct retrospective audits of Provider's claims and other records related to any service rendered to a Covered Individual for a period of up to two (2) years following payment to Provider. In the event such an audit reveals that Provider was paid by Local Authority for services not rendered or properly documented, Local Authority may recover any compensation paid to Provider for such services, and Provider agrees to pay Local Authority within thirty

(30) calendar days such amount as determined by the Local Authority to have been paid for services not rendered or not properly documented.

VII. INSURANCE

1. **General Policy Requirements:** Provider agrees to maintain the following insurance policies, with the specified coverages and limits, to protect and insure the Local Authority and Provider against any claim for damages arising in connection with Provider's responsibilities or the responsibilities of Provider's personnel under this Agreement and all extensions and amendments thereto.

- a. Policies, Coverages, and Endorsements.

(A): Commercial General Liability	
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$500,000
Each Occurrence	\$500,000
Fire Legal Liability	\$50,000

Note: Limits shown above shall apply to Abuse and Molestation claims without sub-limits or exclusions.

(B): Professional Liability	
General Aggregate	\$1,000,000
Each Occurrence	\$500,000
(C): Business Automobile if transporting Consumers	
Combined Single Limit Bodily Injury & Property	\$500,000
(D): Workers' Compensation & Employers' Liability	
Medical & Indemnity	Statutory Requirements
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit

(E): Medical Malpractice Insurance for Physicians if applicable	
General Aggregate	\$3,000,000
Each Occurrence	\$100,000

(F): Providers that are self-insured through their own self-insurance program must comply with all the insurance regulations applicable to the Provider and shall furnish appropriate evidence to the Local Authority of the existence of such coverage for the services being provided to the Local Authority.

- b. Insured Parties. All policies excluding professional liability and worker's compensation shall contain a provision naming the Local Authority (and its officers, agents and employees) as an Additional Insured Party and a Certificate Holder on the original policy and all renewals or replacements during the term of this Agreement.
 - c. Subrogation. All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Local Authority, its officers, agents or employees.
 - d. Proof of Insurance. The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Local Authority must be listed as an Additional Insured Party (excluding professional liability and worker's compensation) and the Certificate Holder, and which should be furnished to the Local Authority prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Local Authority may withhold payments under the terms of this Agreement until the Provider furnishes the Local Authority copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.
 - e. Cancellation. New Certificates of Insurance shall be furnished to the Local Authority at the renewal date of all policies named on these Certificates. Provider shall give the Local Authority thirty (30) calendar days prior written notice of any proposed cancellation of any of the above described insurance policies.

- f. Providers that are self-insured through their own self-insurance program must comply with all regulations applicable to the Provider and shall furnish appropriate evidence to the Local Authority of the existence of such coverage for the services being provided to the Local Authority.
- g. If Provider is a Texas state agency or governmental entity, including an institution of higher education of the State of Texas, subject to Chapters 101 and 104 of the Texas Civil Practice and Remedies Code, it shall not be required to maintain the insurance coverage set forth in Part VII. herein. In lieu of such coverages, Provider agrees to maintain a self-insurance plan for Professional Liability Insurance, and a self-insured Worker's Compensation Insurance Plan pursuant to Texas Labor Code Chapter 502, 503 or 504 as applicable. Providers authorized pursuant to the Texas Education Code must comply with all regulations applicable to the Provider and shall furnish appropriate evidence to the Local Authority of the existence of such coverage for the services being provided to the Local Authority.

VIII. INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the Local Authority and/or its officers, employees, agents, and representatives from any and all claims, actions, suits, demands, proceedings, judgment, costs, damages, and liabilities, including attorneys' fees and court costs arising out of, connected with, or resulting from:

- Provider's performance of the Agreement, including any negligent acts or omissions of Provider, or any officer, agent, employee, subcontractor, or supplier of Provider, or any third party under the control or supervision of Provider, in the execution or performance of this Agreement; or
- Any breach or violation of a statute, ordinance, governmental regulation, standard, rule, or breach of contract by Provider, any officer, agent, employee, subcontractor, or supplier of Provider, or any third party under the control or supervision of Provider, in the execution or performance of this Agreement; or
- Employment or alleged employment, including claims of discrimination against Provider, its officers, agents, employees, subcontractors, or suppliers; or
- Work under this Agreement that infringes or misappropriates any right of any third person or entity based on copyright, patent, trade secret, or other intellectual property rights.

Provider shall provide written notice to Local Authority of any claim, whether actual or threatened, promptly upon receipt of notice thereof. Provider will coordinate its defense with the Local Authority and its counsel, if requested by Local Authority. This paragraph is not intended to and will not be construed to require Provider to indemnify or hold harmless the Local Authority for any claims or liabilities resulting solely from the gross negligence of the Local Authority or its employees. The provisions of this section will survive termination of this Agreement.

IX. TERM AND TERMINATION

1. **Term.** This Agreement is effective from September 1st, 2026 and remain in effect until one of the following occurs.
 - a) In the event Local Authority and Provider are negotiating, preparing, and/or reviewing the services of Provider for renewal, this Agreement shall expire sixty (60) calendar days following the end of the current fiscal year in the event a mutual agreement is not made.
 - b) **Immediate Termination.** Local Authority may terminate this Agreement immediately if (a) Local Authority does not receive the funding to pay for designated services under this Agreement from the Texas Legislature, HHSC, or DADS (***Fund Availability**); (b) Local Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of the Consumers with mental disability served under this Agreement; (c) Provider has become ineligible to receive Local Authority funds; (d) Provider or its employees has its Texas license or certification suspended or revoked; (e) in the case of Providers providing direct services to Consumers, failure to disclose a criminal arrest, deferred adjudication, and/or conviction; (f) the Provider submits falsified documents and/or fraudulent billings, or if the Provider makes false statements; (g) Provider violates Section III of this Agreement; (h) Provider commits any violations of any HIPPA requirements; (i) Provider violates the Local Authority's Privacy Policy, Procedures, and/or Practices; or (j) Provider violates any provision contained in this Agreement.

***Fund Availability.** This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Local Authority has allocated to this Agreement, and if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the sole discretion of the Local Authority.

- c) **Termination Without Cause.** Local Authority reserves the right to terminate this Agreement, without cause, upon thirty (30) calendar days written notice to the Provider.
2. **Effect Upon Notice of Termination.** Upon notice of termination, Provider will cooperate fully with Local Authority in the transfer of Covered Individuals to other providers. Provider recognizes that during any notice period preceding the effective date of termination, Local Authority, may at its sole discretion, deny authorization to Covered Individuals to receive Covered Services from Provider.
3. **Effect upon Termination.** Upon termination, the rights of Local Authority and Provider under this Agreement will terminate, except that termination will not release the parties of their respective obligations with respect to:
 - a. Payments accrued for authorized Covered Services by Provider prior to termination of this Agreement;
 - b. Provider's agreement not to seek compensation from Covered Individuals for Covered Services prior to termination of this Agreement;
 - c. The continuation of Provider's service(s) for Covered Individuals receiving Covered Services from Provider until continuation of the Covered Individuals' service can be transferred by Local Authority. Local Authority will reimburse Provider for such service pursuant to the terms of this Agreement; and
 - d. Requirements of this Agreement regarding confidentiality and record retention will survive this Agreement.
4. **Changes to Provider Service/Operation.** The opening and/or closure of a line of business, line of service, facility or location, and/or any operational changes that impact service delivery or the performance of this Agreement, including the termination of said Agreement, must be reported to Local Authority via written notice ninety (90) calendar days prior to the proposed change. Provider shall also notify NTBHA of any new partnerships and/or collaborations that affect NTBHA or the NTBHA Provider Network.
5. **Dispute Resolution.** All disputes or controversies arising under or related to this Agreement shall first be attempted to be resolved through good faith efforts between the parties.
6. **Reviews.** Contingent upon Funds Availability, and at the full discretion of NTBHA, this Agreement and any program attachments, as amended, may be reviewed by NTBHA QM (see Section III: Obligations of Provider, Item 6: Quality Management) on a routine basis, at least once every two year term.

X. NON-COMPLIANCE BY THE PROVIDER

1. **Penalties/Sanctions.** The failure of the Provider to perform any responsibility set forth in this Agreement, its exhibits or attachments, or any law, regulation, rule or requirement incorporated by reference may result in any one or more of the following penalties to be imposed or taken by the Local Authority, subject to notice as provided herein:
 - a. Provider training and technical assistance;
 - b. Submission of a Plan of Correction to the Local Authority;
 - c. Return funds to the Local Authority:
 - 1) For serving Non-Covered Individuals with Local Authority funds subject to this Agreement or
 - 2) For using Local Authority funds for unauthorized purposes.
 - d. Withholding by the Local Authority, in whole or in part, any payments due and owing to the Provider until the Provider has cured any breach of this Agreement to the satisfaction of the Local Authority;
 - e. Requiring service delivery at no additional cost to the Local Authority;
 - f. Suspending participation in the Provider Network;
 - g. Unilateral Contract Amendment;
 - h. Contract termination; and
 - i. Legal action to protect or remove Consumers when the life, health, welfare, or safety of one or more Consumers is endangered, or could be endangered or if the Local Authority has a reasonable belief that the Provider has engaged in the misuse of state or federal funds, fraud, or illegal acts.

If Local Authority is able to demonstrate a direct link between a sanction or penalty imposed upon Local Authority by HHSC or any other state agency due to Provider's performance, Provider will refund/reimburse/remit, upon request, to Local Authority those portions of the sanction/penalty assessed to Local Authority. Examples of such instances would be documentation chart audits, CARE accuracy, failure to report accurate and timely information/data, and etc.

2. **Imposition of Sanctions.** Local Authority may, at its own discretion, impose remedies and sanctions for noncompliance with requirements of this Agreement. Local Authority retains sole discretion to determine which situations constitute noncompliance and will determine appropriate remedies and sanctions on a case-by-case basis. High level deficiencies in compliance, as determined by Local Authority, may result in a suspension of contract until remedied.
3. **Appeals.** Any Provider receiving a "Notice of Penalties" may appeal the imposition by filing a "Notice of Appeal" with the Local Authority's Chief Executive Officer, in accordance with the timeline provided in the Notice of Penalties. Written Notice of Appeals must address the finding(s) in question and provide clear justification for repeal. In the event a written Notice of Appeals meets all stated requirements, a decision will be made no later than fifteen (15) calendar days of the date of receipt of the Notice of Appeal.

XI. MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1991 and Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.
2. **Corporate Compliance.** Local Authority has an ongoing commitment that its affairs are conducted in accordance with applicable law and sound ethical business practice. Provider agrees to adopt and implement a Business Code of Conduct and Corporate Compliance Plan, if applicable, similar to those adopted by Local Authority and consistent with state and federal law. Provider shall develop and implement a process for its employees, volunteers and subcontractors to report possible compliance issues including a process for such reports to be fully and independently reviewed.
3. **Professional Conduct.** During the term of this Agreement, Provider shall not engage in a business, calling, treatment, conduct or enterprise which is or may be, in Local Authority's sole discretion, contrary to the interest, benefit, or reputation of Local Authority. Provider will conduct its/his/her relationships with Local Authority and its employees and consumers referred by Local Authority in a professional and positive manner and not make untruthful or otherwise disparaging statements regarding its/his/her relationship with Local Authority, its employees or persons served.
4. **Lobbying and Political Activity.** Provider shall not use funds received under this Agreement to pay any person for influence or attempting to influence an officer or employee or any agency, federal or state, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant.
5. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Local Authority and Provider.
6. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
7. **Additional Requirements/Renegotiation.** If Provider is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Provider's rights or obligations under this Agreement or places a significant financial burden on the Provider, the Provider may, upon giving sixty (60) calendar days written notice to Local Authority of such intention, be entitled to discuss amendments to the Agreement.

8. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in a state or federal district court of Dallas County, Texas.
9. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Local Authority or Provider at the address below. The notice shall be effective on the date of delivery indicated on the return receipt. Carbon copies may be provided to the email address(es) below:

If to the Local Authority:

Carol E. Lucky
Chief Executive Officer
8111 LBJ Frwy., Suite 900
Dallas, TX 75251
clucky@ntbha.org
contracts@ntbha.org

If to Provider:

Attn:
Chief Executive Officer
Admin. Address
City, State, Zip Code
Email address

10. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).
11. **Exhibits and Provider Manual.** All Exhibits and the Provider Manual referred to in this Agreement and attached hereto are incorporated into this Agreement by reference.
12. **Authority to Bind Local Authority.** This Agreement is not binding upon the Local Authority unless and until it has been executed by the Chief Executive Officer or Executive Director.
13. **Provider's Authority.** The person or persons executing and signing this Agreement on behalf of the Provider represent that they have been fully authorized by the Provider to execute the Agreement and to legally bind the Provider to all the terms and provisions of the Agreement.
14. **No Third-Party Beneficiary.** Unless otherwise specifically stated in this Agreement, nothing in this Agreement is intended to, or shall be deemed or construed to, create any rights or remedies in any third party, including a Consumer. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to create any rights of any Consumer or duties or any responsibilities of Provider or Local Authority with respect to such Consumer.
15. **Electronic or Facsimile Signatures and Duplicate Originals.** Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
16. **Attachments.** The following exhibits, schedules, and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement in full.
- NTBHA Provider Key Personnel Contact List & Clinic Locations
 - Attachment A: _____ Statement of Work
 - Attachment A.01: _____ Data Use Agreement-Subcontractor Attachment (A.01)
 - Attachment B: _____ Business Associate Agreement (NTBHA-BAA)
 - Attachment C: _____ CCBHC Provider Assurances for DCO/Formal Partner/Joint Employer
 - Exhibit No. 1: _____ TxHHS Uniform Terms and Conditions (UTC)
 - Exhibit No. 2: _____ HHSC Additional/Supplemental Conditions, as applicable

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement by their respective authorized representatives as evidenced by their signatures, with an execution date indicated by the last signatory below.

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

[PROVIDER]

Signature

Carol E. Lucky, MAHS, CEO.

Printed Name and Title

Date Signed

Signature

Printed Name and Title

Date Signed

**NTBHA Provider Network
Key Personnel Contact List**

Contractor Legal Name: _____ Fiscal Year: **FY**
 Doing Business As, (if applicable): _____ Date Submitted: _____

Single Point of Contact (Please add to if needed)	Contact Name	Title	Phone Number with Extension	Email Address
Executive Director / Chief Executive Officer				
Authorized Signer for Contracts				
Executive Assistant				
Finance Director				
Clinical Director				
Administrative Director				
Quality Assurance				
Designated Suicide Prevention Coordinator				
CANS/ANSA Superuser				
CMBHS Security Administrator (primary)				
IT Director / Info Security Administrator				
Info Security Administrator Backup (secondary)				
(Start adding here if needed)				

Locations:				
Corporate / Administrative / HQ				
Address Line 1 (Main Offices)	City, State, Zip Code	County Served	Phone No.	Fax No.
Hours of Operation	Services Provided at Location			

Physical Locations where NTBHA funded clients are served:				
Address Line 1 (Addl. Offices)	City, State, Zip Code	County Served	Phone No.	Fax No.
Hours of Operation	Services Provided at Location			
Address Line 1 (Addl. Offices)	City, State, Zip Code	County Served	Phone No.	Fax No.
Hours of Operation	Services Provided at Location			
Address Line 1 (Addl. Offices)	City, State, Zip Code	County Served	Phone No.	Fax No.
Hours of Operation	Services Provided at Location			

NPI Number:	Taxonomy Code:	TPI Number:	Tax ID:	Assoc. Location:

Rows may be added for multiple contacts. submit completed form to: contracts@ntbha.org

NTBHA Contact	NTBHA Staff	Title	Phone Number	Email Address
Executive Office:	Carol Lucky	Chief Executive Officer	(469) 299-9373	clucky@ntbha.org
Provider Network Management:	Alvin Mott	Director, Provider Relations	(469) 530-0246	amott@ntbha.org

**NTBHA Provider Network
Key Personnel Contact List**

Contract Management:	Heath Frederick	Director, Contracts/Procurements	(469) 523-0529	hfrederick@ntbha.org
Clinical Director:	Jessica Martinez, MA/LPC/NCC	Chief Clinical Officer	(469) 998-8971	jmartinez@ntbha.org
Medical Director:	Dr. Sejal Mehta	Chief Medical Officer	(469) 575-6154	drmehta@ntbha.org
Finance	Elizabeth Goodwin	Chief Financial Officer	(469) 998-5160	egoodwin@ntbha.org
Operations	Matt Roberts	Chief Operations Officer	(469) 249-0520	mroberts@ntbha.org
Operations	Nancy Blum	Chief of Regional Operations	(469) 290-2956	nblum@ntbha.org
Compliance	Anthony Garcia	Chief Compliance Officer	(469) 299-9221	agarcia@ntbha.org
Forensic	Chad Anderson	Chief of Intensive & Forensic Services	(469) 290-2306	canderson@ntbha.org
OSAR	Janet Buchanan	OSAR Director	(469) 290-2101	jbuchanan@ntbha.org

NTBHA Office Location:

8111 Lyndon B Johnson Freeway, Suite 900	Dallas, Texas, 75251	Admin/HQ	(214) 366-9407	reception@ntbha.org
--	----------------------	----------	----------------	---------------------

NTBHA Department	Department E-Mail Address	Department Phone Number	Dept. Fax
Toll Free (Main):	info@ntbha.org	(877) 653-6363	(214) 366-9417
Outreach/Screening/Assessment/Referral (OSAR):	osar@ntbha.org	(844) 275-0600	(469) 420-5396
Utilization Management (UM):	um@ntbha.org	(469) 299-9451	(469) 420-5496
Crisis Hotline Number(s):		(866) 260-8000	
Rx (Main):	rx@ntbha.org	(214) 366-9407	(469) 270-6976
Client Benefits:	cbo@ntbha.org		
Prescription Assistance Program (PAP):	pap@ntbha.org		
Quality Management (QM):	qm@ntbha.org		
IT Department:	it_dept@ntbha.org		
Clinical Department:	clinical@ntbha.org		
Accounts Payable:	ap@ntbha.org		
Utilization Review (UR):	ur@ntbha.org		
Housing Assistance:	housing@ntbha.org		
Tenant Based Rental Assistance Program (TBRA):	tbra@ntbha.org		
Provider Contract Management:	contracts@ntbha.org		
Procurements and Solicitations:	procurements@ntbha.org		
Provider Relations	provider.relations@ntbha.org		

NTBHA Addl. Location(s):

3001 Al Lipscomb Way	Dallas, Texas, 75215	Dallas LivingRoom	(214) 643-6213	livingroom@ntbha.org
285 NW County Road 0006	Corsicana, Texas 75110	Corsicana Crisis Respite House		
512 W Main Street	Waxahachie, Texas 75165	Ellis LivingRoom		
108 W Grove Street, Unit #A	Kaufman, Texas 75142	Kaufman Bridge		
401 N. Hwy 77, Suite #1	Waxahachie, Texas 75165	Ellis Bridge		

**ATTACHMENT D
DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement (“DUA”), effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.504(e)(1)-(3) This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Confidential Information**” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or

that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. ***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information

privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(1)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk.

CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in

motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Texas Business and Commerce Code Chapter 521; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: ***For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection,

claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Oversight of Confidential Information*

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Limitation of Liability*

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR will defend and hold harmless HHS and its Workforce against all actual and direct losses suffered by HHS and its Workforce arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members

of its Workforce, including, but not limited to, the costs of required notices and mitigation of a breach and any fines or penalties imposed on HHS by any regulatory authority.

Section 6.08 *Insurance*

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA and under which policy HHS is added as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____ (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

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

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

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **202** .

DATE: _____

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

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

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

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____

ATTACHMENT B: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA” or “Agreement”), is entered into by and between Parties:

NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY or NTBHA (“Covered Entity”), and;

PROVIDER NAME: _____ (“Business Associate”).

WHEREAS, Covered Entity and Business Associate are parties to one or more agreements and/or may in the future become parties to additional agreements (collectively, the “Underlying Agreements”), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with such services, creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable Protected Health Information relating to patients of Covered Entity (“PHI”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act Title XIII of Division A of the American Recovery and Reinvestment Act, 2009 (HITECH Act) and regulations promulgated there under, as such law and regulations may be amended from time to time (collectively, “HIPAA”); and

WHEREAS, Covered Entity and Business Associate wish to comply in all respects with the requirements of HIPAA, including requirements applicable to the relationship between a covered entity and its business associates;

NOW, THEREFORE, the parties agree that each of the Underlying Agreements shall hereby be amended as follows:

1. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (“HITECH”), and any current and future regulations promulgated under HIPAA or HITECH: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Definitions.

- (a) “Breach”- shall have same meaning given to such term as defined in 45 CFR § 164.402.
- (b) “Business Associate” shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (c) “Covered Entity” shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (d) “Designated Record Set” shall have the same meaning given to such term as defined in 45 CFR § 164.501.
- (e) “Disclosure” shall have the same meaning given to such terms as defined in 45 CFR § 160.103.
- (f) “Electronic Protected Health Information” or “e-PHI” shall have the same meaning given to such term as defined in 45 CFR § 160.103 limited to the information transmitted or maintained by the Business Associate in electronic form format or media.
- (g) “Individual” shall have the same meaning given to such term as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- (h) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E respectively.
- (i) “Protected Health Information” or “PHI” shall have the same meaning given to such term as defined in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (j) “Required by Law” shall have the same meaning given such term as defined in 45 CFR § 164.103 and The Health Information Technology for Economic and Clinical Health Act (HITECH) Division A: Title XIII, Subtitle D.
- (k) “Security” or “Security Measures” encompass all of the administrative, physical, and technical safeguards in an information system specified in subpart C of 45, CFR § 164.
- (l) “Security Rule” shall mean the Standards for Security of Electronic Protected Health Information as specified in subparts A and C in 45 C.F.R. Parts 160 and 164, respectively.

- (m) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

2. Obligations and Activities of Business Associate.

- (a) Business Associate may not use or disclose protected health information other than as permitted or required by the Underlying Agreement or as required by law:
- (b) Business Associate agrees to use appropriate safeguards, including without limitation, administrative, physical and technical safeguards, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to reasonably and appropriately employ the same standards as required by law to, protect the confidentiality, integrity and availability of any electronic Protected Health Information (e- PHI) that it may receive, maintain or transmit on behalf of the Covered Entity in compliance with Subpart C of 45 CFR Part 164.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement or any security incident of which it becomes aware, involving Protected Health Information of the Covered Entity as required at 45 CFR 164.410.
- (e) Business Associate must in accordance with 45 CFR §164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents or affiliates of the Business Associate that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree, in writing, to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Subject to the United States and State of Texas export control and foreign outsourcing laws, rules and regulations, the Business Associate will require any of its subcontractors and agents either based in the United States or a foreign country, to provide a reasonable assurance, evidenced in writing, that the subcontractor or agent will comply with the same privacy and security obligations as the Business Associate with respect to such PHI either set forth in this Agreement or in applicable law, rules and regulations.
- (f) Business Associate agrees to provide access, at the written request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR §164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the written request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- (h) Business Associate agrees to make available internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, or at the request of the Covered Entity to the Secretary, the Texas Office of the Attorney General, or any officer or employee to whom the Secretary or the Texas Attorney General has delegated such authority for the purpose of determining Covered Entity’s compliance with the HIPAA Regulations and/or the Texas Medical Records Privacy Act, in a time and manner designated by the Covered Entity or the Secretary or the Texas Attorney General, for purposes of the Secretary or the Texas Attorney General determining Covered Entity’s or Business Associate’s compliance with the Privacy and Security Rules.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section (2)(I) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (k) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business

Associate that Business Associate is required to comply with the confidentiality, disclosure and re-disclosure requirements of Texas law to the extent such requirements may be applicable.

- (l) If Business Associate, in performance of the contracted services, extends, renews or continues credit to patients or regularly allows patients to defer payment for services including setting up payment plans in connection with one or more covered accounts, as defined at 16 C.F.R. § 681.2(b)(3), the Business Associate shall comply with the Federal Trade Commission's "Red Flag" Rules, if applicable, or develop and implement a written identity theft prevention program designed to identify, detect, mitigate and respond to suspicious activities that could indicate that identity theft has occurred in the Business Associate practice or business.
- (m) Business Associate understands and agrees that it will not access or use any Protected Health Information of any patient except for those patients whose accounts have been assigned to Business Associate, and it will further limit access to that Protected Health Information that is necessary to the activities undertaken by Business Associate on behalf of Covered Entity.
- (n) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "Marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316, at such time as the requirements are applicable to Business Associate.

3. Permitted Uses and Disclosures by Business Associate.

In case Business Associate obtains or creates Protected Health Information, Business Associate may use or disclose Protected Health Information, or any information derived from that Protected Health Information, only as explicitly permitted in the underlying agreement, and only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). It means that:

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Business Associate understands and agrees that its access to Protected Health Information stored in databases and information systems at the Covered Entity is subject to review and audit by the Covered Entity or agents of the State of Texas at any time, that remote audits of such access may occur at any time, that on-site audits of such access will be conducted during regular business hours, and that any review or audit may occur with or without prior notice by the Covered Entity.

4. Responsibilities of the Parties with Respect to Protected Health Information

- (a) Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, Covered Entity hereby agrees:
 - (1) to inform the Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) to inform the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose Protected Health Information, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

- (3) to notify the Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement. Except if the Business Associate will use or disclose Protected Health Information for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of the Business Associate, Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rule if done by the Covered Entity.

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

- (a) Security Measures: 45 CFR §164.308, 164.310, 164.312 and 164.316, 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 as Required by Law. Any additional security requirements contained in Division a Title XIII Health Information Technology of the American Recovery and Reinvestment Act that apply to Covered Entity shall also apply to Business Associate as of February 17, 2010. Business Associates that require access to Covered Entity electronic patient systems and electronic infrastructure systems (either on site or remote) will supply the necessary information of employees to uniquely identify such employees, as employees with a need to access systems and will supply to Covered Entity Information Security Officer a valid state or federal issued photo ID for such employees to receive a unique user name and password to access the system(s).
- (b) Application of Civil and Criminal Penalties- If Business Associate violates any security provision as Required by Law specified in subparagraph (a) 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 security provision.

6. Information Breach Notification Requirements.

- (a) Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary of the Department of Health and Human Services and the Individual in case of a security breach of unsecured Protected Health Information (as defined in 45 CFR §164.402).
- (b) Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured Protected Health Information, Business Associate without unreasonable delay and in no case later than thirty (30) days following the discovery of a breach of such information, shall notify Covered Entity of such breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during the breach.
- (c) Covered Entity and Business Associate recognizes that the Unsecured Protected Health Information may contain the social security numbers, financial account information or driver's license number or non-driver identification card number. 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 subcontractors.

7. State Privacy Laws.

Business Associate shall comply with laws of the State of Texas that are More Stringent than HIPAA Regulations because the laws provide greater privacy protections for PHI or provide greater rights to individuals with respect to PHI, including without limitation the Texas Medical Records Privacy Act, chapter 181 of the Texas Health and Safety Code and the Identity Theft Enforcement and Protection Act, chapter 521 of the Texas Business and Commerce Code.

8. Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the Effective Date (as defined below) and

shall terminate at termination of underlying agreement or on the date Covered Entity terminates this agreement for cause as authorized on paragraph (b) of this section, whichever is sooner.

- (b) Termination for Cause. The parties acknowledge that in the event the Covered Entity learns of a pattern or activity or practice of the Business Associate that constitutes violation of a material term of this Agreement, then the parties promptly shall take reasonable steps to cure the violation. If such steps are, in the judgment of the Covered Entity, unsuccessful, ineffective or not feasible, then the Covered Entity may terminate, in its sole discretion, any or all of the Underlying Agreements upon written notice to the Business Associate, if feasible, and if not feasible, shall report the violation to the Secretary of the Department of Health and Human Services.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement(s) for any reason, Business Associate shall return or destroy all Protected Health Information pursuant to 45 CFR § 164.504(e)(2)(I) received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification, in writing, of the conditions that make return or destruction infeasible. Said notification shall include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. The Covered Entity may disagree with the Business Associate's determination. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractors and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of Protected Health Information infeasible.
- (d) Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon termination or expiration of the Underlying Agreement.
- (e) Effective Date. This Agreement shall be in effect as of the date last signed below.

9. Insurance and Indemnification.

Indemnification. The Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce from any costs, damages, expenses, judgments, losses, and attorney's fees arising from any breach of this Agreement by Business Associate, or arising from any negligent or wrongful acts or omissions of Business Associate, including failure to perform its obligations under the Privacy Rule. The Business Associate's indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

10. Miscellaneous.

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) Agreement. The Parties agree to take such action as is necessary to amend the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law §104-

191; provided, however, that no Agreement shall be deemed valid unless signed by both parties.

- (c) Amendments / Waiver. This agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to a waiver of any right or remedy as to subsequent events. The Parties agree to take such actions as is necessary to amend this agreement from time to time as is necessary for compliance with the requirements of the HIPAA rules and any other applicable law.
- (d) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement and/or the Underlying Agreements, as shall the rights of access and inspection of Covered Entity.
- (e) No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.
- (g) Equitable Relief. Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Attachment will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and 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 any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise 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.

11. Governing Law; Conflict.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. This Agreement is performable in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties, Texas and venue shall lie in Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties, Texas. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

COVERED ENTITY
NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY

BUSINESS ASSOCIATE
PROVIDER NAME:

Signature
Carol E. Lucky, MAHS - C.E.O.
Printed Name and Title

Date Signed

Signature

Printed Name and Title

Date Signed

HEALTH AND HUMAN SERVICES

Contract Number _____

Attachment B CONTRACT AFFIRMATIONS

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

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

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

2. **Complete and Accurate Information**

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

3. **Public Information Act**

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

4. **Contracting Information Requirements**

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

5. Assignment

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

6. Terms and Conditions

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

7. HHS Right to Use

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

8. Release from Liability

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

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

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

11. Prior Disaster Relief Contract Violation

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

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

12. Child Support Obligation

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

13. Suspension and Debarment

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

14. Excluded Parties

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

15. Foreign Terrorist Organizations

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

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

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

18. Franchise Tax Status

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

19. Debts and Delinquencies

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

20. Lobbying Prohibition

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

21. Buy Texas

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

22. Disaster Recovery Plan

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

23. Computer Equipment Recycling Program

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

24. Television Equipment Recycling Program

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

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

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

27. No Conflicts of Interest

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

28. Fraud, Waste, and Abuse

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

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

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

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

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

29. Antitrust

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

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

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

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

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
 1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

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

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

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

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance; or (2) contract or appropriate or spend money to provide any person logistical support for

the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

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

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

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

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

41. COVID-19 Vaccine Passports

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

42. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas

Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Entities that Discriminate Against Firearm and Ammunition Industries

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

44. Security Controls for State Agency Data

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

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

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

46. Office of Inspector General Investigative Findings Expert Review

Through August 31, 2025 (when amended eff. Sep. 1, 2025, pursuant to House Bill 142, Acts 2025, 89th Leg., R.S.), if Texas Government Code, Section 544.0106 is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

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

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

48. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

49. Critical Infrastructure Subcontracts

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

50. Enforcement of Certain Federal Firearms Laws Prohibited

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

51. Prohibition on Abortions

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

- 52.** Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:
- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - b. Listed in Section 1260H of the 2021 NDAA; or
 - c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
 - d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

53. False Representation

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

54. False Statements

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

55. Permits and License

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

56. Equal Employment Opportunity

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

57. Federal Occupational Safety and Health Law

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

58. Signature Authority

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

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

Legal Name of Contractor

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

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

Signature of Authorized Representative

Date Signed

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

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

Texas Secretary of State Filing
Number

SAM.gov Unique Entity Identifier (UEI)