



# *Center Plan*

*MHMR of Tarrant County*

*November 30, 2004*

3840 Hulen ♦ Fort Worth, Texas 76107 ♦ 817-569-4300  
[www.mhmrtc.org](http://www.mhmrtc.org)

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## **Section I - General Description / History of the Center**

### **1. Background**

**M**ental Health Mental Retardation of Tarrant County (MHMRTC), referred to as the “Center”, is one of 41 community MHMR centers in the State of Texas, established in 1969 under the provisions of Chapter 534 of the Texas Health and Safety Code and under the rules of the Texas Department of Mental Health Mental Retardation (TDMHMR) to provide locally governed, public MHMR services. MHMRTC is a unit of local government directed by a Board of Trustees, who are appointed by the Tarrant County Commissioners Court.

Under the provisions of the Texas Health and Safety Code, MHMRTC has been designated as the Local Mental Health and Mental Retardation Authority for Tarrant County. MHMRTC is responsible for planning, facilitating and coordinating MHMR services for individuals meeting the State’s definition of “target and priority population.” Target and priority population has been defined to include those individuals who are the most severely and chronically disabled in our community.



MHMRTC executes an annual contract with the Texas Department of State Health Services (DSHS), the Texas Department of Aging and Disability Services (DADS), and the Texas Department of Assistive and

Rehabilitative Services (DARS) under the direction of the Texas Health and Human Services Commission and agrees to provide an array of core services for meeting the needs of the target/priority population.

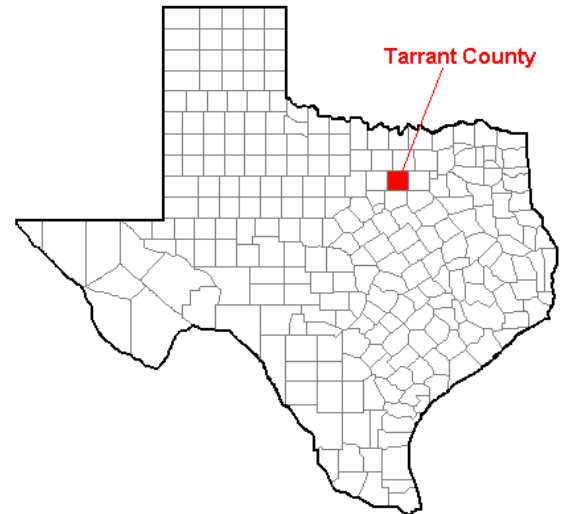
### **2. Services**

MHMRTC provides:

- Mental Health services;
- Mental Retardation services;
- Addiction services for adults and adolescents; and
- Early Childhood Intervention services for babies and toddlers (birth to 3 years of age).

### 3. Service Area

Tarrant County, Texas is the primary service area of MHMRTC; however, when deemed appropriate and approved by the Board of Trustees, services may be provided outside Tarrant County as required by funding sources.



MHMRTC service population:  
(2003 estimates)



Tarrant County 1,559,148

### 4. Historical Highlights

- 1963** Mental Retardation and Community Mental Health Centers Construction Act was signed by President John F. Kennedy.
- 1965** Texas Department of Mental Health and Mental Retardation Act (HB3) enacted by the Texas State Legislature.
- 1967** Tarrant County Hospital District Board of Managers appointed Board of Trustees for a Tarrant County MHMR Center (TCMHMRC).
- 1969** TCMHMRC was established and began receiving operating funds from TDMHMR.
- 1971** TCMHMRC reorganized as the Tarrant County Hospital District Mental Health and Mental Retardation Center (TCHDMHMRC).
- 1975** TCHDMHMRC renamed Trinity Valley Mental Health and Mental Retardation Authority (TVMHMRA) with continued Tarrant County Hospital District sponsorship.
- 1977** Tarrant County Commissioners Court became the sponsoring agency for TVMHMRA.

**1979** TVMHMRA renamed Tarrant County Mental Health and Mental Retardation Services (TCMHMRS) with continued Commissioners Court sponsorship.



**1988** TCMHMRS designated by TDMHMR as the Local MH and MR Authority for Tarrant County.

**1992** TCMHMRS received their first Early Childhood Intervention direct grant.

**1993** Fort Worth State School Community Services Division merged with TCMHMRS.

**1995** TCMHMRS became the third largest MHMR center in the State with an annual budget surpassing \$60 million.

**1996** TCMHMRS was designated as a 1915(b) Medicaid Managed Care pilot site and designated by the Commissioner of TDMHMR as an HB2377 Authority pilot site.

**1997** TCMHMRS completed its first year implementation of the HB2377 Authority / Provider Model.



**1999** TCMHMRS Board of Trustees approved name change for FY2000 to “MHMR of Tarrant County” (MHMRTC) and a new logo was approved.

**2000** MHMRTC entered into an inter-local agreement with Pecan Valley MHMR Region to provide administrative support services, the first-of-its-kind regional collaboration between Texas MHMR centers.

MHMRTC was a founding member of the Mental Health Connection of Tarrant County.

**2001** MHMRTC Board of Trustees authorized the incorporation of MHMR Visions (also known as “Visions”) that qualified as a non-profit 501(c)(3) charitable organization.

**2002** MHMRTC selected as one of four Resiliency and Disease Management implementation sites in the State.

MHMRTC entered into an inter-local agreement with 5 Community MHMR Centers located in North Central Texas, called the North Central Texas Coalition (NCTC).

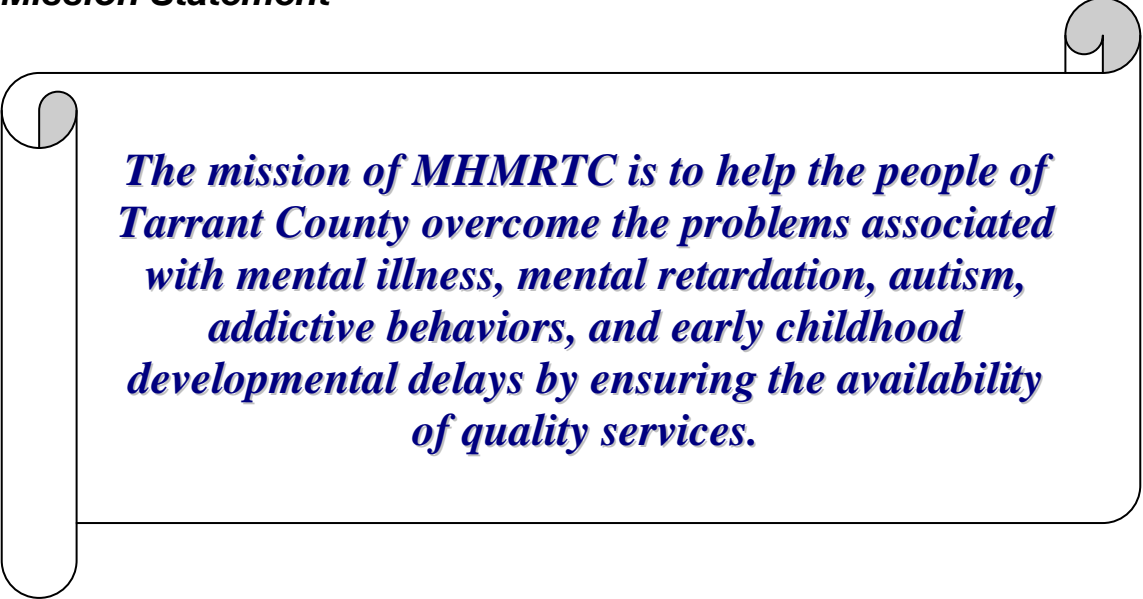
MHMRTC began providing Crisis Line services to Denton County MHMR Center.

MHMRTC's Addiction Services expanded services to Denton County.

**2003** Expanded NCTC inter-local agreement to 6 Community MHMR Centers.

**2004** MHMRTC's Early Childhood Intervention expanded services to Parker County.

## **5. Mission Statement**



*The mission of MHMRTC is to help the people of Tarrant County overcome the problems associated with mental illness, mental retardation, autism, addictive behaviors, and early childhood developmental delays by ensuring the availability of quality services.*

## Section II - Purpose of the Center

The purpose of the Center is:

1. To assist in fulfilling the purpose of Title 7, Subtitle A of the Texas Health and Safety Code by ensuring that a continuum of services are available to residents of its region by:
  - a. Providing effective administration and coordination of services, and
  - b. Being a vital component in that continuum of services which strives to develop services that are effective alternatives to large facilities.
2. To assist in meeting the State's goal of developing a comprehensive range of services for persons who need publicly supported care, treatment or habilitation through coordination among governmental entities to minimize duplication and share in financing by:
  - a. Implementing policies consistent with HHSC, DADS, DSHS and DARS rules and standards;
  - b. Spending any applicable funds appropriated by the State Legislature only for target/priority populations defined in the Performance Contract; and
  - c. Spending any applicable public or private funds not specifically designated for the priority population in accordance with the requests of the organization providing those funds.
3. To assist in carrying out policies of the State to assure treatment of persons in their own communities, when appropriate and feasible; that services be the responsibility of local agencies and organizations to the greatest extent possible and to offer services to persons who are most in need by:
  - a. Providing screening services and continuing care services for persons entering or leaving DADS/DSHS facilities.
  - b. Charging reasonable service fees and not denying services to persons because of the inability to pay.

## Section III - Population to be Served

The Center will use available resources, directly or through contract and/or inter-local agreements with other MHMR centers, service providers and/or managed care organizations, to target the populations listed below:

1. Mental Health Target and Priority Population as defined by the Texas Department of State Health Services;
2. Mental Retardation Priority Population as defined by the Texas Department of Aging and Disability Services;
3. Children eligible for Early Childhood Intervention (ECI) as defined by the Division of DARS Early Childhood Intervention Services;
4. Non-priority Mental Health population;
5. Non-priority developmentally disabled population;
6. Single diagnosis substance abuse;
7. Co-occurring Psychiatric and Substance Disorders (COPSD);
8. Persons in need of protective services as defined by local, state and federal guidelines;
9. Persons in need of long-term disabilities services; and
10. Persons involved with the Tarrant County Adult & Juvenile Justice Systems.

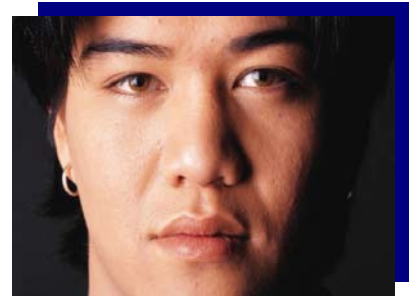


## Section IV - Center Functions

The Center intends to fulfill its purpose and use all available resources and funding to provide either directly or by contract, an effective and efficiently managed system of comprehensive community-based service programs in accordance with contract guidelines. The services and functions to be provided by this Center Plan include all services identified in the Center's contract with the HHSC, DADS, DSHS, DARS, TCOOMMI, Tarrant County, and other local, state and federal organizations, including, but not limited to:

### 1. *Substance Abuse Services*

- a. Detoxification
- b. Acudetox Program
- c. Intensive Residential
- d. Supportive Outpatient
- e. Intensive Outpatient
- f. Prevention
- g. Intervention
- h. DWI Education
- i. Day Treatment
- j. HIV Case Management and Outreach



### 2. *Early Childhood Intervention Services*

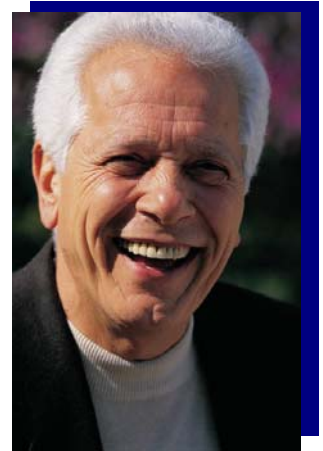
- a. Assistive Technology
- b. Audiology
- c. Early Identification, Screening and Assessment
- d. Family Counseling
- e. Family Education
- f. Specialized Health Services
- g. Home-based Services
- h. Physician Diagnosis and Evaluation
- i. Nursing Services
- j. Nutrition
- k. Occupational Therapy (OT)
- l. Physical Therapy (PT)
- m. Psychological Services
- n. Service Coordination
- o. Social Work
- p. Specialized Instruction
- q. Speech and Language Therapy



- r. Transportation
- s. Vision
- t. Developmental Services
- u. Behavioral Therapy
- v. Respite
- w. Interpretation
- x. Assessments

### **3. Mental Health Services**

- a. Intake, Assessment and Referral
- b. 24-Hour Emergency Screening and Rapid Crisis Stabilization Services
- c. Community-based Crisis Residential Services or Hospitalization
- d. Community-based Assessments
- e. Family Support
- f. Medication-related Services
- g. Psychosocial Rehabilitation Programs
- h. Supported Employment
- i. Forensic Services
- j. Jail Diversion
- k. Juvenile Justice First Time Offenders Program
- l. Homeless Services
- m. Residential Living
- n. Respite
- o. Case Management
- p. Co-occurring Psychiatric and Substance Disorders (COPSD)



### **4. Mental Retardation Services**

- a. Supported Living
- b. Respite
- c. Family Training and Support
- d. Assistive / Adaptive Devices
- e. Family Living
- f. Residential Living
- g. Vocational
- h. Training and Habilitation
- i. Intake, Assessment and Referral
- j. Crisis Stabilization
- k. Case Management / Service Coordination
- l. Foster and Companion Care



## **5. Administrative / Support Services**

- a. Human Resources
- b. Personnel Management
- c. Employee Benefits Plans
- d. Training and Staff Development
- e. Provider Credentialing
- f. Network Development and Management
- g. Provider Relations
- h. Contracting
- i. Contract Monitoring
- j. Clinical Outcomes Measurement and Evaluation
- k. Consumer Satisfaction Evaluation
- l. Maintenance
- m. Client Rights
- n. Consumer Complaints
- o. Public Relations
- p. Fiscal Management
- q. Budgeting
- r. Competitive Procurement Process
- s. Claims and Billing Management
- t. Purchasing
- u. Information Technology Development and Management
- v. Strategic Planning and Program Development
- w. Quality Assurance
- x. Utilization Management
- y. Reporting and Standards Compliance
- z. Monitoring Clinical and Program Functions
- aa. Consumer Appeals Resolution
- bb. Provider Appeals Resolution
- cc. Professional Educational Training Site
- dd. Clinical and Professional Community Resources
- ee. Consumer Affairs
- ff. Risk Management
- gg. Compliance
- hh. Clinical / Organizational Research and Program Evaluation



## **6. Additional Services & Functions**

- a. Prevention, intervention and medical referral services for target/ priority and non-priority mental health and mental retardation populations, ECI, and addiction services populations.

- b. Collaboration with other organizations in sharing resources and expertise to attain economies of scale that will facilitate the efficient and effective operations of the organization.
- c. Criminal Justice and Jail Diversion services as requested from local, state or federal sources.
- d. Protective services as requested from local, state or federal sources.
- e. Screening, assessment and referral services to persons with long-term disability.
- f. Additional services may be provided outside of Tarrant County when approved by the Board of Trustees and under the requirements of the funding sources. These services may include, but are not limited to, direct clinical services, administrative services and access functions provided on a regional basis.

## **7. Local Authority Designation**

MHMRTC serves as the designated Local Mental Health Mental Retardation Authority in accordance with the Texas Health and Safety Code, Chapter 533, Subchapter B, Section 533.035 to ensure that federal and state funds are spent in the local service area for:

- Community mental health and mental retardation services;
- Chemical dependency services for persons who are dually diagnosed as having both chemical dependency and mental illness or mental retardation; and
- Assembling a network of service providers that ensures consumer choice and the best use of public money.

## **8. Non-Profit Corporation**

The logo for "Visions" is written in a large, bold, green, serif font. The letter "V" is significantly larger than the other letters and has a small white dot above it, resembling an eye or a vision.

In April 2001, the MHMRTC Board of Trustees authorized the incorporation of MHMR Visions (also known as "Visions") that qualified as a non-profit 501(c)(3) charitable organization. Visions was created in anticipation of reduced public funding for people with severe and

chronic disabilities and to help preserve the community safety net for people with mental health, mental retardation, addiction, and early childhood development needs. Visions mobilizes and develops community resources, provides education, provides fundraising efforts, and supports expansion of volunteerism for various MHMRTC programs. Visions works with individuals, civic and faith-based organizations, and businesses to develop a community support system for MHMRTC programs. All contributions to Visions are tax deductible.

## 9. Contracted Services

The following are MHMRTC's FY05 revenue contracts that fund the services listed in this section:

### Revenue Contracts November 2004

<b>Addiction Services</b>
City of Fort Worth
DHHS SAMHSA
Tarrant County
Tarrant County Community Supervision & Corrections
Tarrant County Juvenile Service
Texas Commission on Alcohol & Drug Abuse
Texas Department of State Health Services
U.S. Department of Housing & Urban Development

<b>Early Childhood Intervention</b>
Texas Department of Assistive and Rehabilitative Services

<b>Mental Health</b>
City of Fort Worth
Denton County MHMR
Fort Worth Housing Authority
Tarrant County
Tarrant Council on Alcohol and Drug Abuse
Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI)
Texas Department of State Health Services
The Salvation Army
U.S. Department of Housing & Urban Development
Workforce Solutions

<b>Mental Retardation</b>
Behavioral Healthcare Services, Inc.
Calab
Dale Zimmerman
Dallas Metrocare
Daybreak
DGB
Gateways
La Difference
Medical Case Management
SafeCare Partners
Texas Department of Aging and Disability Services
TIBH Industries Inc
Versatile Care

<b>Research</b>
City of Fort Worth
Tarrant County Juvenile Service
Recovery Options for Addictive Disorders (ROADS)

The following are MHMRTC's FY05 providers that contract to perform services listed in this section:

### Expense Contracts

November 2004

#### Administration

Contractor Name	Service Category	Service Type
Ashwin Lulla	Programmer	Non-Direct Care
Beth Foster	Consultant	Non-Direct Care
Cindy Hardin	EKG Exam	Direct Care
Clinical Pathology Lab	Laboratory Services	Non-Direct Care
Consultants in Cardiology	EKG Interpretation	Non-Direct Care
Greg Parsons	Consultant	Non-Direct Care
Greg Rodriguez	Programmer	Non-Direct Care
Insurance Management Services	Consultant	Non-Direct Care
John Kocur	Programmer	Non-Direct Care
Joni Teague	Secretarial	Non-Direct Care
Judith Epker	Consultant	Non-Direct Care
Manesh Aranha	Programmer	Non-Direct Care
Mary Cannon	Training	Non-Direct Care
Occupational Health Services	Employee Health	Non-Direct Care
Patterson & Associates	Investment Management	Non-Direct Care
Ralph Whaite	Consultant	Non-Direct Care
RDC Projects, Inc.	Consultant	Non-Direct Care
Ryan Irving	Technical Services	Non-Direct Care
Shiva Krishnan	Programmer	Non-Direct Care
Sunayana Shivashankar	Programmer	Non-Direct Care
Terry Montgomery	Consultant	Non-Direct Care
Victor Gutzler	Programmer	Non-Direct Care
Vivek Somareddy	Programmer	Non-Direct Care
W-W-B Healthcare Associates, Inc.	Pharmacy Business Management	Non-Direct Care

#### Addiction Services

Contractor Name	Service Category	Service Type
AIDS Outreach Center	HIV Services (PHF PLUS)	Direct Care
James Clingan, LMFT	Counseling	Direct Care
MHMR Services of Texoma	LCDC Caseworker	Direct Care
Pecan Valley MHMR	LCDC Caseworker	Direct Care
PharMerica, Inc.	Pharmacy Services	Non-Direct Care
Rosalind Frank, MD	Psychiatrist	Direct Care
Scott W. Barclay, D.O.	Psychiatrist	Direct Care
Tarrant Council on Alcoholism and Drug Abuse	Case Management (HEI, HUD & PHF PLUS)	Direct Care
Tarrant County Public Health Department	HIV Services (PHF PLUS)	Direct Care
Virginia Thompson-Maddox	Caseworker/AFR	Direct Care

#### Early Childhood Intervention

Contractor Name	Service Category	Service Type
Amber Cotten	Speech Therapy	Direct Care
Ashley Harrell, MS	Occupational Therapy	Direct Care
Beth Wilson, MS	Speech Therapy	Direct Care



## ECI Continued

Deborah Perez	Language Translation	Direct Care
Debra Friedman Dayton, Ph.D.	Psychologist	Non-Direct Care
Debra Lantz, BS	Occupational Therapy	Direct Care
Hired Hands, Inc.	Sign Interpretation	Non-Direct Care
Home Health Specialties	Occupational, Physical & Speech Therapy	Direct Care
Jennifer D. Carroll, MS	Speech Therapy	Direct Care
Jennifer Dougherty, MS	Speech Therapy	Direct Care
John Owens, MS	Occupational Therapy	Direct Care
Jon Clark, MA	Physical Therapy	Direct Care
Kristi Bankston, MS	Speech Therapy	Direct Care
Kristi M. Harm, BS	Speech Therapy	Direct Care
Laura Tepner, MS	Speech Therapy	Direct Care
Marcia Jennings, MA	Speech Therapy	Direct Care
Marcia McKay, BS	Physical Therapy	Direct Care
Melissa Zapata-Casulli, MS	Speech Therapy	Direct Care
Robin Grady, BS	Occupational Therapy	Direct Care
Sheila Tobin, MA	Speech Therapy	Direct Care
TCU - Miller Speech and Hearing Clinic	Audiology	Direct Care

## Mental Health

Contractor Name	Service Category	Service Type
Bich-Giang D. Hopkins	Language Translation	Non-Direct Care
Catholic Charities Diocese of Fort Worth	Therapeutic Foster Care	Direct Care
Goodrich Center for the Deaf	Sign Interpretation	Non-Direct Care
Joyce Dorsey	ARCH	Direct Care
Lena Pope Home	Family Preservation & Treatment Foster Care	Direct Care
Michelle's Home	ARCH	Direct Care
Millwood Hospital	Day Treatment, Intensive Outpatient & RDM Clinic	Direct Care
MST Services	Training	Non-Direct Care
Sandra McCray	ARCH	Direct Care
Satyajeet Lahiri, MD	Psychiatrist	Direct Care
Tarrant County Hospital District (JPS)	Inpatient Psychiatric Hospitalization & Crisis Services	Direct Care
Telecare	RDM Clinic	Direct Care
Therapeutic Family Life	Therapeutic Foster Care	Direct Care

## Mental Retardation

Contractor Name	Service Category	Service Type
Abbie Phillips	Foster Care & Respite	Direct Care
Advanced Therapy Services	Physical, Occupational & Speech Therapy	Direct Care
Allen Ettinger, DPM	Podiatrist	Direct Care
Angela James	Foster Care & Respite	Direct Care
Angela Rockwell	Foster Care & Respite	Direct Care
Anthony Thorp	Respite	Direct Care

## MR Continued

Barbara Throne	Foster Care	Direct Care
Bart Bourland DDS	Dentist	Direct Care
Behavioral Innovations, Inc.	Behavioral Supports	Direct Care
Birdia Ford	Foster Care	Direct Care
BOCA Creative Support Services	Community Support, Supported Employment & Employment Assistance	Direct Care
Camp Summit	Camp	Direct Care
Carol Scott	Respite & Community Support	Direct Care
Carolyn Conerly	Foster Care	Direct Care
Cassandra Cass	Foster Care & Respite	Direct Care
Champion Specialized Employment Services	Supported Employment, Employment Assistance & Respite	Direct Care
Charles Ella Bell	Foster Care & Respite	Direct Care
David Kostohryz, DDS	Dentist	Direct Care
Daybreak	Day Habilitation HCS, Supported Employment, Employment Assistance, Community Support, & Respite	Direct Care
Deatria Norfleet	Foster Care & Respite	Direct Care
Diana Snell	Foster Care & Respite	Direct Care
Evelyn Davis	Foster Care	Direct Care
Evergreen Presbyterian Ministries of Texas, Inc.	Supported Employment, Day Habilitation (HCS & GR) & Employment Assistance	Direct Care
Expanco, Inc.	Employment Assistance, Day Habilitation (HCS & GR), Supported Employment & Community Support	Direct Care
Frank Ford, DDS	Dentist	Direct Care
Gary Greer, DDS	Dentist	Direct Care
Gary Ragland	Courier Services	Non-Direct Care
Geisel-Morris Clinic	Dentist	Direct Care
George E. Aguwa	Foster Care	Direct Care
Georgia Ann Langan	Foster Care	Direct Care
Gilbert Coats, DDS	Dentist	Direct Care
Goodwill Industries of Fort Worth	Day Habilitation HCS, Supported Employment & Employment Assistance	Direct Care
Guardianship Services, Inc	Guardianship Services	Direct Care
Hall's Pharmacy	Pharmacy Services	Non-Direct Care
HEB Psychological Associates, PC	Behavioral Supports	Direct Care
Helping Restore Ability	Community Support, Speech Therapy & Nursing	Direct Care
Herron Industries, LLC	Community Support, Day Habilitation (HCS & GR), Supported Employment, Employment Assistance & Respite	Direct Care
Horace L. Stewart DDS	Dentist	Direct Care
Irak M. Cochran Jr., DDS	Dentist	Direct Care
James Strowd	Foster Care	Direct Care



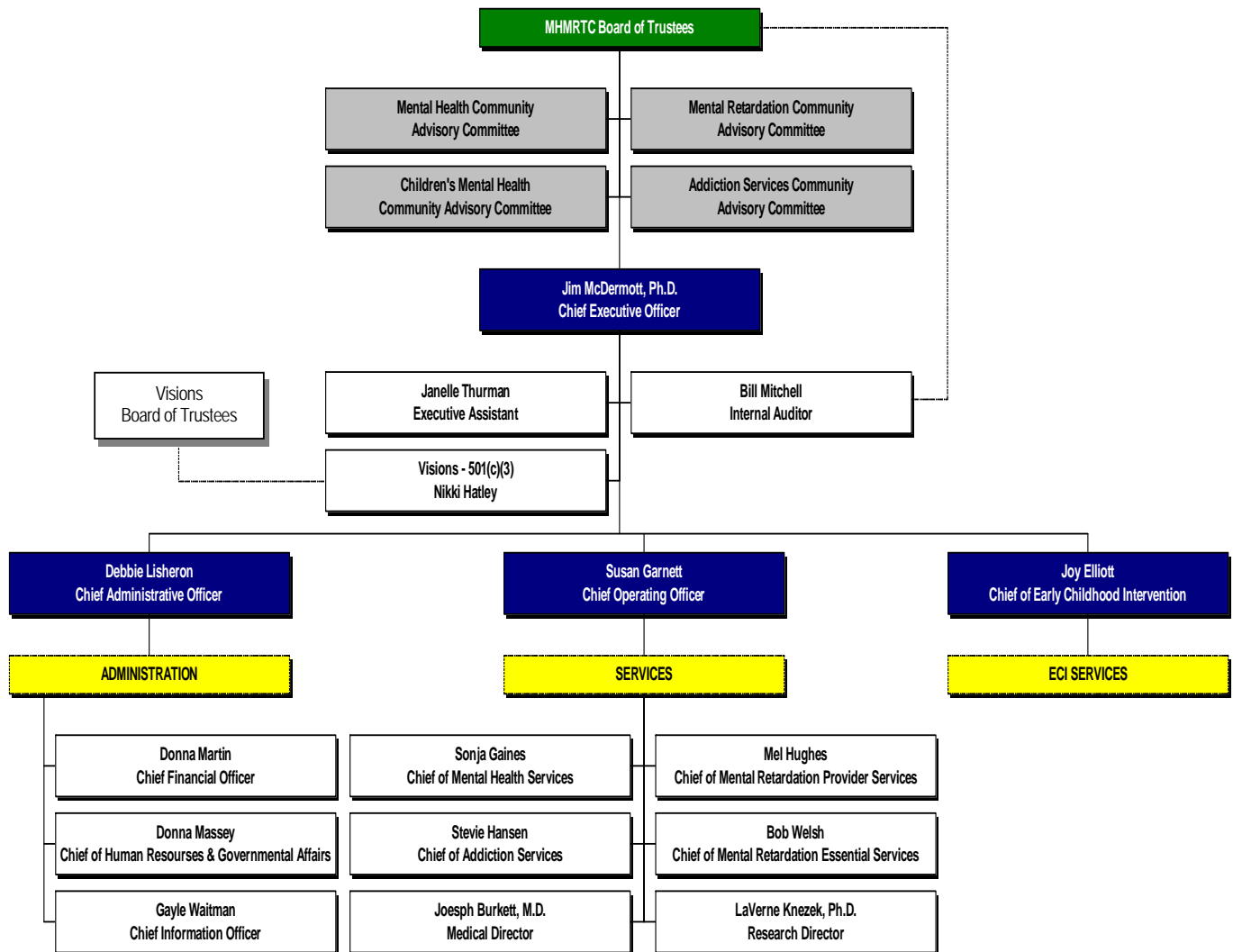
## MR Continued

Jill Jones	Foster Care	Direct Care
Joclyn Harris	Respite	Direct Care
Jones Audiology and Hearing Aide Center	Audiology	Direct Care
Jordan Minyard, DDS	Dentist	Direct Care
Joyce Harris	Respite & Foster Care	Direct Care
Kathleen White, MS	Speech Therapy	Direct Care
Kurt Calendar, DDS	Dentist	Direct Care
Lakiba Estes	Respite	Direct Care
Learn By Doing	Employment Assistance, Community Support, Supported Employment & Respite	Direct Care
Lisa Tullbane	Consultant	Non-Direct Care
Lorraine Gohr Therapy, PLLC	Physical Therapy	Direct Care
Marbridge	Camp	Direct Care
Marla Hampton, BS	Physical Therapy	Direct Care
Melba Langston	Foster Care	Direct Care
Michelle Johnson	Foster Care & Respite	Direct Care
Mid Cities Speech and Hearing Clinic, Inc.	Speech Therapy	Direct Care
Myron I. Krupp, DPM	Podiatrist	Direct Care
North Texas Affiliated Medical Group	Psychiatrist	Direct Care
Open Minded Services	Community Support, Employment Assistance & Supported Employment	Direct Care
Pajji Langston	Day Habilitation HCS	Direct Care
Pamela F. Stricklin Tisby	Foster Care & Respite	Direct Care
Patrick Oliver	Foster Care	Direct Care
Peggy McMillan, BS	Occupational Therapy	Direct Care
Quality Living Through Choices	Day Habilitation HCS	Direct Care
R. Mac Snead, DDS	Dentist	Direct Care
Randy Parham, DDS	Dentist	Direct Care
Robert Baxter, DDS	Dentist	Direct Care
Robert Johnson, DPM	Podiatrist	Direct Care
Sandra Brown	Foster Care	Direct Care
Sandra Wood	Foster Care	Direct Care
Sean Healey, OD	Optometrist	Direct Care
Sharon Grandberry	Foster Care & Respite	Direct Care
Texas Department of Human Services	Eligibility Worker	Direct Care
Theresa L. Freeman	Foster Care & Respite	Direct Care
Thomas Cockerell, DDS	Dentist	Direct Care
United Cerebral Palsy	Supported Employment, Employment Assistance & Community Support	Direct Care
Virginia Allen	Foster Care	Direct Care
Wanda Mayes	Foster Care & Respite	Direct Care
YMCA of Metropolitan Fort Worth	Day Habilitation HCS	Direct Care
Zelma Jackson	Foster Care & Respite	Direct Care

# Section V - Organizational Plan Elements

## 1. Organizational Structure

The diagram below describes the organization structure of the Center, its Board of Trustees and Chief Executive Officer:



The roles and responsibilities of the Board of Trustees and the Chief Executive Officer is described in Section IV of MHMRTC’s Board Policy Manual By-Laws.

[See Attachment A - Board Policy Manual, Section IV - By-Laws]

## 2. Board Membership

The members of MHMRTC's Board of Trustees are approved by the Tarrant County Commissioners Court to reflect the geographic and ethnic diversity of the region. Their terms, appointments, and indication that the Board member is a family member of persons receiving the types of services that the Center provides is recorded in Section III of MHMRTC's Board Policy Manual and is described below:

### MHMRTC BOARD OF TRUSTEES

November 2004

BOARD MEMBER	APPOINTED BY TARRANT COUNTY COMMISSIONER	CURRENT TERM	OCCUPATION	FAMILY MEMBER MEETS MH/MR REQUIREMENT
Theodis "T" Ware <b>1st Vice Chair</b>	Precinct #1 Commissioner Dionne Bagsby	03/01/01 to 02/28/05 (Appt. date 12/01)	Ware & Associates, Inc. Chief Operating Officer	
William R. Brown	Precinct #2 Commissioner Marti VanRavenswaay	03/01/03 to 02/28/05 (Appt. date 9/97) (Reappointed 03/03)	Attorney	
Carolyn Sims	Precinct #3 Commissioner Glen Whitley	08/01/04 to 02/28/05 (Appt. date 08/04)	Director of Marketing & Public Affairs Town of Westlake	Yes
Bob Barham <b>2nd Vice Chair</b>	Precinct #4 Commissioner J.D. Johnson	03/01/01 to 02/28/05 (Appt. date 03/02)	Certified Financial Planner	Yes
Linda Harman <b>Secretary</b>	County Judge Judge Tom Vandergriff	03/01/01 to 02/28/05 (Appt. date 08/02) (Reappointed 03/03)	Retired Teacher	Yes
Robert R. Lynn <b>Board Chair</b>	At Large	03/01/04 to 02/28/06 (Appt. date 09/88) (Reappointed 03/98)	Retired Engineer	Yes
Roy Griffin	At Large	03/01/04 to 02/28/06	Ft. Worth ISD Administrator	
Jim Teague	At Large	03/01/04 to 02/28/06	Teague Lumber Company	Yes
Vacant	At Large			

The Board of Trustees' membership appointments, terms of office is described in Section IV of MHMRTC's Board Policy Manual By-Laws

[See Attachment A - Board Policy Manual, Section IV - By-Laws]

### **3. Board By-Laws**

Section IV of MHMRTC's Board Policy Manual contains the By-Laws of the Center and includes procedures referenced in Section 534 Subchapter A of the Texas Health and Safety Code.

[See Attachment A - Board Policy Manual, Section IV - By-Laws]

### **4. Inter-local Agreement**

The North Central Texas Coalition (NCTC) inter-local agreement provides a description of the collaborative effort of a partnership consisting of 6 Community MHMR Centers located in North Central Texas. Each coalition member is in its own right a Community MHMR Center as defined by Texas Health and Safety Code (Chapter 534, Subchapter A) and has been designated by the Texas Department of MHMR as a Local MHMR Authority.

[See Attachment B - NCTC Inter-local Agreement]

### **5. Community Advisory Committees (CACs)**

MHMRTC's Board Policy Manual Section V. B.9 - Community Input provides a description of mechanisms used to include participation and involvement of consumers, family members and advocacy organizations in the planning and policy development processes of the Center.

[See Attachment C - Board Policy Manual, Section V, B.9 - Community Input]

## **Section VI - Financial Plan Elements**

### **1. *Fiscal Year Operating Budget***

A copy of the FY2005 operating budget is on file with HHSC in accordance with HHSC guidelines.

### **2. *Annual Financial Audit***

A copy of the most recent (FY2004) annual financial audit is on file with the Texas Department of MHMR, Internal Audit Division in accordance with TDMHMR audit guidelines.

## **Section VII - Local Contributions**

**L**ocal contributions for FY2005 are on file with HHSC through the Performance Contract and Budget in accordance with HHSC guidelines.

## **Section VIII - Assurance of the Board of Trustees**

**T**he Board of Trustees assures that its members:

1. Understand and will enforce compliance with applicable state and federal laws, rules, standards, and regulations; and
2. Approve the purposes and functions identified in the Board Members' Affidavits.

[See Attachment D - Board Members' Affidavits]

## **Section IX - Attachments**

Attachment A - Board Policy Manual, Section IV - By-Laws

Attachment B - NCTC Inter-local Agreement

Attachment C - Board Policy Manual, Section V, B.9 - Community Input

Attachment D - Board Members Affidavits



## **Attachment A - Board Policy Manual, Section IV - By-Laws**

MENTAL HEALTH MENTAL RETARDATION OF TARRANT COUNTY

BY-LAWS

### **ARTICLE I - THE ORGANIZATION**

#### **SECTION 1 - NAME**

The name of the organization is MENTAL HEALTH MENTAL RETARDATION OF TARRANT COUNTY, hereafter referred to as MHMRTC.

#### **SECTION 2 - EXECUTIVE AND ADMINISTRATIVE OFFICE**

The principal executive and administrative offices of MHMRTC shall be at such place in Tarrant County, Texas as may be designated by the Board of Trustees, hereafter referred to as Board.

#### **SECTION 3 - FISCAL YEAR**

The fiscal year shall commence on the first day of September in each year.

#### **SECTION 4 - AUDIT**

The financial statements of MHMRTC shall be audited by an independent certified public accounting firm selected by the Board and a written report thereof shall be submitted to the Board for review prior to the last day in December of each year.

### **ARTICLE II - PURPOSES/PHILOSOPHY**

#### **SECTION 1 - PURPOSE/PHILOSOPHY**

Whereas this Board, acting for the citizens of Tarrant County, affirms their belief in fundamental human rights and in the dignity and worth of every individual, has determined to promote a better standard of life for all citizens, and recognizing that individuals who have mental illness, mental retardation, addictive behaviors, or early childhood developmental delays need special safeguards and care, therefore, resolves that MHMRTC, as established under Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and under the sponsorship of the Tarrant County Commissioners' Court, shall use all public and private resources available to provide for the special needs of persons who have mental illness, mental retardation, addictive behaviors, and early childhood developmental delays. In this regard, to the best of its ability, MHMRTC shall:

- (a) Plan, monitor, and coordinate its activities in relation to the efficient use of its resources in cooperation with the citizens of Tarrant County, its service providers and public and private agencies, and shall account to the public for its use of such resources;
- (b) Provide such services as the Board deems reasonable given clinical standards of care and resources;
- (c) Recognize the right of persons who have mental illness, mental retardation, addictive behaviors or early childhood developmental delays to be treated with dignity, and have privacy of information and established standards of care, at a minimum. No person shall be denied such rights by reason of race, color, religion, age, sex, national origin, religion, or disability;

## **SECTION 2 - SPECIFIC POWERS**

MHMRTC shall, consistent with state law, have the power to purchase, receive by gift, devise, bequest, or trust, or otherwise acquire, own, hold, use, and maintain, any personal and/or real property which may be necessary, convenient or proper, for carrying on its legitimate affairs.

## **SECTION 3 - CONTROL**

The Board shall manage its business and affairs and shall determine its policies, procedures, or changes therein within the limits permitted by applicable laws. The Board shall pursue the purposes of MHMRTC and shall have absolute discretion in the disbursement of its funds and the disposition of its properties. The powers of the Board with respect to any property held in trust, shall be exercised in conformity with the provisions of the Texas Trust Code as contained in Section 111.001 et seq. of the Texas Property Code.

## **SECTION 4 - EMPLOYMENT AND SALARIES**

The Board shall establish a compensation program for MHMRTC. The salaries and benefits shall be appropriate in relation to the local market in the region. The number of positions shall be defined by the budget as approved and amended by the Board. The compensation program will be administered in accordance with the rules of the Department of State Health Services (DSHS), the Department of Aging and Disability Services (DADS), the Department of Assistive and Rehabilitative Services (DARS), and the laws and regulations of the State of Texas.

# **ARTICLE III - BOARD OF TRUSTEES - MEMBERSHIP**

## **SECTION 1 - NUMBER OF TRUSTEES**

As determined by Tarrant County's Commissioners' Court, the membership of MHMRTC shall be the members of its Board and shall consist of not less than five (5) and no more than nine (9) persons, termed Trustees, who are resident qualified voters of Tarrant County.

## **SECTION 2 - APPOINTMENT**

The trustees shall be appointed by the Tarrant County Commissioners Court. Tarrant County Commissioners and County Judge will be encouraged to make appointments to the Board of Trustees that reflect the diversity of Tarrant County. The term of office for all appointments shall commence on March 1 and end on the last day of February or until such time as their successor is qualified.

## **SECTION 3 - TERM OF OFFICE**

All members of the Board of Trustees shall be appointed for terms of two (2) years. Terms of Office shall be staggered. One-half of the total membership of the Board (rounded down to the nearest whole number) shall be appointed (or reappointed) in odd years. One half of the membership of the Board (rounded up to the nearest whole number) shall be appointed (or reappointed) in even years.

Pursuant to Tarrant County Boards & Commissions Guidelines of April 14, 1992, all members of the Board of Trustees shall be subject to appointment or reappointment. In accordance with Tarrant County guidelines, a Board member may remain on the Board of Trustees until a successor is appointed by the Commissioners Court.

## **SECTION 4 - VACANCIES**

Vacancies on the Board shall be filled by the Tarrant County Commissioners Court, and each such person appointed to fill a vacancy shall serve for the unexpired portion of the term and until a successor is appointed. Vacancies on the Board shall not affect an action of the Board. Any voting action shall be considered with current membership.

## **SECTION 5 - ATTENDANCE**

If a member of the Board of Trustees fails to attend three regular Board meetings in which action is taken by the Board during any consecutive six-month period, without prior approval of the Board Chair, the member shall automatically be recommended for removal from the Board. The Board Chair shall make the recommendation for removal to the Commissioners Court

There are twelve regularly scheduled Board meetings during a calendar year. Board members are expected to attend all regularly scheduled Board meetings. In addition, Board members shall be encouraged to participate, when feasible, on various Board Committees and special assignments (representative to the Texas Council Board of Directors and representative to Texas Community Solutions).

## **SECTION 6 - REMOVAL**

Members of the Board of Trustees serve at the pleasure of the Commissioners Court and may be removed without cause by a majority vote of the Commissioners Court.

## **SECTION 7 - ETHICAL STANDARDS**

All members of the Board of Trustees are subject to the MHMRTC Board Policy on Ethics and Business Practices, to Tarrant County's Ethics Policy, and any other applicable state, federal, and local guidelines. Members may be required to sign a statement agreeing to abide by the Tarrant County Ethics Policy and Texas State Guidelines for Business Practices and Ethical Standards.

## **SECTION 8 - COMPENSATION**

No Board Member shall receive compensation for any service rendered, however each Board Member shall be reimbursed for actual expenses while engaged in official MHMRTC business.

## **ARTICLE IV - MEETINGS OF THE BOARD**

### **SECTION 1 - CALL OF MEETINGS**

- (a) Regular meetings of the Board shall be held on the last Tuesday of the month at a time and location designated by the Board unless otherwise scheduled by the Board Chair.
- (b) The Regular Board meeting shall contain items for Board consideration and action. Other items that will be addressed during the Regular Board meetings on an as needed basis may include: monthly community advisory committee reports, Board committee reports, mental health, mental retardation, early childhood intervention, substance abuse, financial, personnel, information systems, and local, state, and national political legislative issues pertaining to the Center, periodic review of strategic planning activities, internal audit reports, and annual review of center-wide mission, values, by-laws, ethic and business practices and all Board policies as directed by the Board Chair.
- (c) Whenever necessary, other meetings of the Board may be called by the Board Chair and shall be posted in accordance with the Open Meetings Act whenever necessary.

### **SECTION 2 - NOTICE OF MEETINGS**

- (a) Notice to the Public of the date, hour, place and subject(s) of each meeting of the Board shall be posted in compliance with the provisions of the Open Meetings Act.

- (b) Notice of each meeting of the Board shall be delivered to each Trustee not less than three days before the date of the meeting.
- (c) For meetings called under the emergency provisions of the Open Meetings Act, the Board shall receive notice, if possible no later than the public posting of said meeting.

### **SECTION 3 - CONDUCT OF MEETINGS**

- (a) Meetings of the Board shall be held and conducted in accordance with the provisions of the Open Meetings Act. A quorum of the current membership shall be present before the Board Chair shall call any meeting of the Board to order.
- (b) Unless the Chair of the Board dictates a ballot vote, a majority voice vote of the members present at any meeting duly called at which a quorum is present shall constitute the action of the entire Board. In the case of election of officers, a majority vote of the current membership is required.
- (c) Where consistent with these Bylaws, Robert's Rules of Order Revised shall govern all meetings of the Board.
- (d) The Board shall maintain a record of its proceedings in accordance with the Open Meetings Act.

### **SECTION 4 - CANCELLATION OR ADJOURNMENT OF MEETINGS**

- (a) Regular meetings may be canceled by the Board Chair, for good cause, after notification of the Executive Committee of the Board.
- (b) Regular meetings may be adjourned by majority vote of the members present at any meeting.

## **ARTICLE V - COMMITTEES**

### **SECTION 1 - EXECUTIVE COMMITTEE**

The Executive Committee shall consist of the Previous Board Chair, Present Board Chair, 1<sup>st</sup> Vice-Chair, 2<sup>nd</sup> Vice-Chair, and Secretary, and shall be convened as needed. The Chief Executive Officer, who serves as staff liaison, shall ensure minutes of the meetings are taken, distributed, and approved. The duties and responsibilities of the Executive Committee include, but are not limited to:

- Coordination of the annual review and evaluation of the Chief Executive Officer
- Coordination of activities of all Board Committees

## **SECTION 2 – BUSINESS COMMITTEE**

The Business Committee shall consist of at least three Board members. The Chief Financial Officer shall serve as staff liaison to the committee and ensure that minutes of the meeting are taken and distributed in a timely fashion. The Business Committee will normally meet monthly at a time and date designated by the Board Chair or Committee Chair. The duties of the Business Committee include, but are not limited to:

- Review of monthly financial statement
- Conduct annual review of Board policies related to financial and administrative functions.

## **SECTION 3 – PUBLIC FORUMS**

Public Forums of the Board shall be held periodically. The meetings will be held in different locations throughout the County. The Public Forums will be widely publicized with the intent of soliciting general community input on relevant issues relating to Mental Health (MH), Mental Retardation (MR), and MHMRTC budget. The Board shall solicit input from the Advisory Committees pertaining to the content of each Public Forum.

## **SECTION 4 – COMMUNITY ADVISORY COMMITTEES**

The Board Chair shall appoint membership to the Mental Health Community Advisory Committee (MH CAC), the Mental Retardation Community Advisory Committee (MR CAC), , the Children’s Mental Health Community Advisory Committee (CMH CAC) and the Addictions Community Advisory Committee (Ads CAC). The Board Chair shall appoint a non-voting Board liaison and a non-voting staff liaison to each advisory committee.

The duties and responsibilities of these advisory committees include, but are not limited to, advising the Board on matters related to:

- Planning
- Budget and Contract Issues
- Needs and priorities for the service area and the center
- Implementation of plans

## **SECTION 5 - OTHER COMMITTEES**

The Board Chair shall appoint all ad hoc committees of the Board. The Board Chair shall be an ex-officio member of all such committees. Committee members shall serve until completion of the assignment for which they were appointed.

## **SECTION 6 - NOTICE OF COMMITTEE MEETINGS**

Notice to the Public of the date, hour, place and subject(s) of each committee meeting shall be posted in compliance with the provisions of the Open Meetings Act.

## **SECTION 7 - CONDUCT OF COMMITTEE MEETINGS**

- (a) Committee meetings shall be held and conducted in accordance with the provision of the Open Meetings Act.
- (b) All activities of the committees shall be reported to the Board by the committee Chair or designee.
- (c) Each committee shall maintain a record of its proceedings in accordance the Open Meetings Act.

## **SECTION 8 - CANCELLATION OF COMMITTEE MEETINGS**

Committee meetings may be canceled by the committee Chair.

## **ARTICLE VI - OFFICERS**

### **SECTION 1 - GENERAL**

The officers of MHMRTC shall be a Chair of the Board, a Vice-Chair, a Second Vice-Chair, and a Secretary, and other such officers as the Trustees may elect. All officers shall be elected from the Trustees, and shall comprise the membership of the Executive Committee. The Board Chair will appoint a nominating committee comprised of other Board members, to elect officers who shall serve for two (2) years or until their successors are elected and qualified, and will make recommendations to the Board at an August meeting.

### **SECTION 2 - BOARD CHAIR**

The Board Chair shall preside at all meetings of the Board. The Board Chair shall be an ex-officio member of all ad hoc committees or may designate the Vice-Chair to sit on any such committee in such capacity.

### **SECTION 3 - VICE-CHAIR**

The Vice-Chair shall, in the absence of the Board Chair , perform the duties and exercise the powers of the Board Chair and shall perform such other duties and exercise such other powers as the Board may prescribe.

### **SECTION 4 - SECOND VICE-CHAIR**

The Second Vice-Chair shall, in the absence of both the Board Chair and the Vice-Chair, perform the duties and exercise the powers of the Board Chair and shall perform such other duties and exercise such other powers as the Board may prescribe.

## **SECTION 5 - SECRETARY**

The Secretary shall review the minutes of all Board meetings prior to Board approval. Minutes shall be available to the Board at the next regular Board Meeting. The Secretary shall perform, or cause to be performed, all duties incident to the office of Secretary. In the absence of the Secretary, the Board Chair may designate a temporary secretary. Official minutes will be retained for seven years.

## **SECTION 6 - VACANCIES**

Vacancies among the elective officers may be filled for the unexpired portion of the vacated term by a majority vote of the current membership of the Board.

## **SECTION 7 - REMOVAL**

Any officer elected by the Board may be removed without cause from his/her elected position as an officer of the Board by a two-thirds (2/3) vote of the current membership of the Board.

## **ARTICLE VII - THE CHIEF EXECUTIVE OFFICER**

The Board shall appoint a Chief Executive Officer (referred to as the Executive Director in Health & Safety Code §534.010) who shall serve as the chief administrator of MHMRTC, and who shall be solely responsible to the Board. The Board delegates authority to the Chief Executive Officer for the day-to-day management of MHMRTC, including the hiring, firing, and modifying the duties of all employees other than the Chief Executive Officer. The Chief Executive Officer or designee shall serve as a staff liaison on all Board committees of MHMRTC, except where otherwise indicated in these Bylaws. The Chief Executive Officer is charged with keeping the Board advised on the current status of MHMRTC and providing the Board with an objective professional overview and other information essential to effective decision-making. The CEO shall work at the pleasure of the Board with duties, responsibilities, and compensation specified in a Board approved written contract

## **ARTICLE VIII - REPORTING REQUIREMENTS**

The Board of Trustees shall provide to the Tarrant County Commissioners' Court:

- Copies of all Board meeting notices and minutes
- Attendance reports as specified in these Bylaws, Article III, Section 5
- Copies of the MHMRTC annual budget



## **ARTICLE IX - CUSTODIANS AND DEPOSITORIES**

### **SECTION 1 - CUSTODIANS OF SECURITIES**

With a majority vote of the members present, the Board may contract, consistent with state law, with one or more domestic financial institutions to act for reasonable compensation as custodian of all securities owned by MHMRTC, and to exercise in respect thereof such powers as may be conferred by resolution of the Board. Consistent with the terms of the contract, and by majority vote of the members present, the Board may remove such custodian at any time.

### **SECTION 2 - DEPOSITORIES AND CHECKS**

The monies of MHMRTC shall be deposited in such manner as the Board shall direct and in such banks or trust companies as the Board may designate and shall be withdrawn in such manner as may be provided by resolution or resolutions adopted by the Board, consistent with state law. Every disbursement over \$20,000 will be signed by two employees in Board approved positions. Supporting documentation for disbursement shall be in compliance with the Board policies and operating procedures of MHMRTC.

### **SECTION 3 - BOND**

All employees handling money or securities of MHMRTC shall be bonded at MHMRTC's expense.

## **ARTICLE X - USE OF PUBLIC FUNDS**

No funds of MHMRTC shall be used to benefit the Board, staff, or other private persons, except as consistent with Board policies and procedures and applicable state laws.

## **ARTICLE XI - INDEMNIFICATION OF BOARD MEMBERS**

MHMRTC shall indemnify to the full extent permitted by law any present or former member of the Board or officer of MHMRTC, all reasonable costs, expenses and/or judgment incurred in connection with any action related to their affiliation with MHMRTC, if the actions of the individual were made in good faith and with the belief that the actions were lawful. Coverage does not apply to a claim that is brought against a member by MHMRTC or where there is a known violation of the law or Board policy. The Board may delay any determination of eligibility for coverage until the issues are resolved by the proper authorities. Regardless of whether the decision has been delayed or whether the Board had denied coverage, if it is later determined by a jury, judge or administrative hearing officer that such actions were lawful, in good faith, and not a knowing violation of Board policy, the individual shall be reimbursed for all reasonable costs, expenses and/or judgment incurred in relation to such actions.

## **ARTICLE XII - POLICIES**

The Board shall enact, by majority vote of the members present, such policies as may be necessary to pursue the goals of MHMRTC and to meet the requirements of the laws and regulations that govern MHMRTC. Such policies shall be binding on the practices of MHMRTC, and shall be reviewed and approved annually by the Board.

## **ARTICLE XIII - AMENDMENTS**

These Bylaws may be amended, altered, supplemented or repealed by a two-thirds (2/3) vote of the current membership of the Board at any duly called regular or special meeting of the Board.

## **ARTICLE XIV - DISSOLUTION**

Upon dissolution of MHMRTC, the Board shall follow those procedures applicable to the dissolution of governmental subdivisions of the State of Texas.

Adopted: December 1, 1981

Amended: May 7, 1987; February 4, 1988; December 1, 1988; June 1, 1989; September 25, 1990; October 30, 1990; March 26, 1991; August 27, 1991; January 28, 1992; May 26, 1992; September 29, 1992; December 14, 1993; October 25, 1994; June 27, 1995; October 28, 1997; March 31, 1998; March 30, 1999; April 25, 2000; January 2001; May 29, 2001; August 27, 2002; November 18, 2003; November 30, 2004

## **Attachment B - NCTC Inter-local Agreement**

### **INTERLOCAL AGREEMENT**

#### **BY AND AMONG**

#### **MENTAL HEALTH MENTAL RETARDATION OF TARRANT COUNTY, PECAN VALLEY MHMR REGION, DENTON COUNTY MHMR CENTER, BETTY HARDWICK CENTER, MHMR SERVICES OF TEXOMA, and LIFEPATH SYSTEMS**

This Interlocal Agreement (hereinafter, the "Agreement") is between **Mental Health Mental Retardation of Tarrant County ("MHMRTC")**, **Pecan Valley MHMR Region ("Pecan Valley")**, **Denton County MHMR Center ("Denton County MHMR")**, **Betty Hardwick Center ("Betty Hardwick")**, **MHMR Services of Texoma ("Texoma")**, and **LifePath Systems ("LifePath")** collectively, the "member centers" and hereinafter referred to as "the Parties".

- WHEREAS,** The Texas Legislature has authorized the formation of Interlocal Cooperation Contracts between and among governmental entities; and
- WHEREAS,** Each of the Parties to this Agreement are "Community Centers" as that term is defined by Texas Health & Safety Code §534.001 and, as such, are units of local government entitled to enter into this Agreement; and
- WHEREAS,** The governing bodies of each Party to the Agreement finds that the project, the subject of this Agreement, is necessary for the benefit of the public in order to facilitate the efficient and effective delivery of mental health and mental retardation care and services; and
- WHEREAS,** The governing bodies of each Party find that in the payment of any governmental function or service performed pursuant to this Agreement the paying Party must make those payments from current revenues available to the paying Party; and
- WHEREAS,** The governing bodies of the Parties find that the performance of the Agreement is in the common interest of the Parties, that the undertaking will benefit the public good, and that the division of costs fairly compensates the Parties for their respective services or functions under this Agreement.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants set out herein, the Parties hereto agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to establish an administrative agency to oversee and organize the shared provision of administrative services among the Parties to this Agreement.

**II. TERM**

This Agreement shall commence on the last date of signature hereto and shall be for a term of one (1) year. The Agreement shall renew for each succeeding year unless terminated in accordance with this paragraph or otherwise by Texas law. Any of the Parties may terminate this Agreement by giving advance written notice to each of the other Parties on or before January 1 of the year in which termination is to occur. Termination shall be effective June 30.

**III. AMENDMENT**

This Agreement may be amended at any time by written agreement signed by the Parties.

**IV. AGREEMENT**

Pursuant to Chapter 791 of the Texas Government Code:

- a. The Parties hereby create an Administrative Agency to oversee the sharing of administrative functions to be known as the "North Central Texas Coalition."
- b. The North Central Texas Coalition shall be governed by a six-person Board of Directors (hereinafter, the "Board") appointed by the Parties. One (1) Director shall be appointed by MHMRTC; one (1) Director by Pecan Valley; one (1) Director by Denton County MHMR; one (1) Director by Betty Hardwick; one (1) Director by Texoma, and; one (1) director by LifePath. Each Director shall serve at the discretion of their respective appointing body until their successor(s) is appointed. Where membership of the North Central Texas Coalition constitutes an odd number of parties, each Director shall have one (1) vote in matters pertaining to coalition business. Where membership constitutes an even number, the MHMRTC Director shall have two (2) votes while all other members shall have one (1).
- c. The North Central Texas Coalition shall have all powers, express or implied, authorized by Chapter 791 and by this Agreement.
- d. Upon a Party's determination that it wishes to contract out the provision of an administrative function, The North Central Texas Coalition will determine which of the

other Parties can most efficiently provide that function. If none of the Parties may provide that function, the North Central Texas Coalition may look elsewhere for a provider of that function.

- e. Each Party shall pay to the Administrative Agency on or before September 30 of each fiscal year an annual membership fee in an amount determined by the Board to be used by the Administrative Agency as directed by the Board for the benefit of the member centers. Such membership fees not actually expended by the Administrative Agency in any given fiscal year may be carried over to the next fiscal year as a credit toward the Party's next year's membership fee.
- f. In addition to the annual membership fee, the Board may in its discretion assess each member center additional charges to cover additional expenses incurred or expected to be incurred by the Administrative Agency on behalf of the member centers.

**V. RESOURCE ALLOCATION**

Resources shall be allocated equitably based upon need with consideration to include, but not limited to, the priority population and fund source requirement of each local service area.

**VI. LIABILITY**

Nothing in the performance of this Agreement shall impose any liability for claims against any of the Parties hereto other than claims for which the Texas Tort Claims Act may impose liability.

**VII. NON-DISCRIMINATION**

The Parties, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of their age, gender, race, religion, color or national origin, nor will the Parties permit their agents, employees, subcontractors or participants to engage in such discrimination.

**VIII. COMPLIANCE WITH LAWS**

The Parties to this Agreement hereby agree to abide by and obey all applicable local, state and federal laws and requirements that apply to their respective procurement policies. It is specifically understood and agreed that all legal requirements for competitive bidding which are or may become applicable to any of the Parties shall be complied with by whichever Party is handling the preparation and processing of any and all Requests for Proposals.

**IX. ENTIRE AGREEMENT**

This Agreement represents the entire agreement of the Parties. Any supplemental agreements must be evidenced in writing, approved and executed in the same manner as this Agreement.

**X. SEVERABILITY**

Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

**XI. ASSIGNMENT**

No Party may assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other Parties.

**XII. NO OTHER OBLIGATIONS CREATED**

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**XIII. IMMUNITY**

It is expressly understood and agreed that in the execution of this Agreement, that the Parties, either individually or jointly, do not waive, and shall not be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

**XIV. NOTICES**

Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, addressed as follows:

If to Mental Health Mental Retardation of Tarrant County:

Jim McDermott, Ph.D., Chief Executive Officer  
Mental Health Mental Retardation of Tarrant County  
3840 Hulen, Sixth Floor  
Fort Worth, TX 76107

If to Pecan Valley MHMR Region:

Theresa Mulloy, Ed.D., Executive Director  
Pecan Valley MHMR Region  
650 W. Greene  
Stephenville, TX 76401

If to Denton County MHMR Center:

Bill Drybread, Executive Director  
Denton County MHMR Center  
2519 Scripture  
Denton, TX 76202

If to Betty Hardwick Center:

Bill Dillard, Chief Executive Officer  
Betty Hardwick Center  
2616 S. Clack  
Abilene, TX 79606

If to MHMR Services of Texoma

Tony Maddox, Executive Director  
MHMR Services of Texoma  
5001 Airport Drive  
Denison, TX 75020

If to LifePath Systems

J. Randy Routon, Ph.D., Chief Executive Officer  
LifePath Systems  
1416 N. Church St., P.O. Box 828  
McKinney, TX 75070

The designation of the person to whom, and the place to which notices are to be mailed or delivered may be changed from time to time by any Party by giving notice to all other Parties.

**XIV. AUTHORITY**

The undersigned officers are properly authorized to execute this Agreement on behalf of the Parties, and each Party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

**XV. SIGNATURES**

This Agreement may be executed by the Parties in multiple counterparts and w/ attached to the Agreement, shall constitute the full and complete Agreement among the Par hereto.

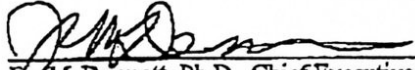
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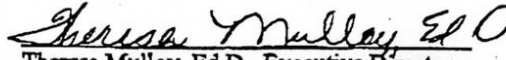


EXECUTED by the individual Parties on the dates of their respective signatures.

Mental Health Mental Retardation  
of Tarrant County

Pecan Valley MHMR Region

  
Jim McDermott, Ph.D., Chief Executive  
Officer

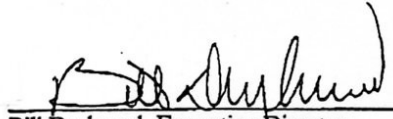
  
Theresa Mulloy, Ed.D., Executive Director

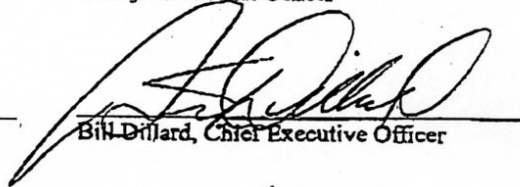
Date: 5-06-04

Date: 5-6-04

Denton County MHMR Center

Betty Hardwick Center

  
Bill Drybread, Executive Director

  
Bill Dillard, Chief Executive Officer

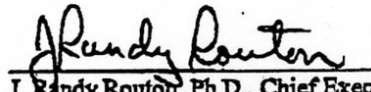
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Date: 5/06/04

MHMR Services of Texoma

LifePath Systems

  
Tony Maddox, Executive Director

  
J. Randy Routon, Ph.D., Chief Executive  
Officer

Date: 5/10/04

Date: May 6, 2004

## **Attachment C - Board Policy Manual, Section V, B.9 - Community Input**

### MENTAL HEALTH MENTAL RETARDATION OF TARRANT COUNTY

#### Board Policy

Board Policy  
Number B.9

Adopted:  
March 26, 1996

#### COMMUNITY INPUT

It is the policy of the Board of Trustees that consumers using our services, advocates of services for our consumers, behavioral healthcare professional organizations, providers of behavioral healthcare services, local decision makers and the community as a whole have multiple opportunities to express their opinions and to have input into strategic decisions regarding the direction of MHMRTC.

The opportunity for input directly to the Board of Trustees and Staff may come from any of the following:

- 1) Public Forums
- 2) Comments from Citizens Section of Regular Board Meeting
- 3) Mental Health Community Advisory Committee (MH CAC)
- 4) Children's Mental Health Community Advisory Committee (CMHCAC)
- 5) Mental Retardation Community Advisory Committee (MR CAC)
- 6) Addictions Community Advisory Committee (AdS CAC)
- 7) Ad hoc Board Committees
- 8) Representatives from Advocacy Groups

All of the above listed forums and committees are open to the public and are appropriately advertised to promote input and participation from the community.

The Board shall review community input and consider appropriate action.

The Chief Executive Officer is directly responsible to the Board for the implementation of this policy and shall work with the Board Chair to ensure that appropriate stakeholders are involved in the process.

The formalized advisory committees and input opportunities to influence the Board are not meant as substitutes for existing consumer input opportunities. The Board encourages activities that involve the consumers, family members and advocates in the decision making process.

Amended: October 28, 1997; March 30, 1999; May 29, 2001; August 27, 2002; November 18, 2003

Reviewed: April 25, 2000

**Attachment D - Board Members Affidavits**

THE STATE OF TEXAS

COUNTY OF TARRANT

**AFFIDAVIT OF BOARD MEMBER**

Before me, the undersigned, on this day personally appeared Robert Barham  
who, being by me duly sworn, deposed as follows: *(Enter Full Name and Credentials)*

My full name is Robert Barham and I reside at:

County of Residence: Tarrant

Mailing Address: 2876 Oakbriar Trail

City, The State, Zip: Fort Worth, TX 76109

I am a Board member of MHMR of Tarrant County

Located in Fort Worth, Texas.

My term of office is (date): March 1, 2003 to (date) February 28, 2005

I have read and am familiar with the statutory provisions and State rules relating to qualifications, conflicts of interest, and grounds for removal, contained in Texas Health and Safety Code, §534.0065, accountability, contained in 25 TAC 412B (the Contracts Management for Local Authorities rule), §412.54, and standards of administration contained in 25 TAC 411G (the Community MHMR Centers rule), §411.310.

I have read and am familiar with Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

I have read and am familiar with the current performance contract with the State for Fiscal Year 2004.

I affirm that I have not and will not participate in any activities that create a conflict of interest or grounds for removal under Texas law.

I affirm that I qualify for appointment to the Board under Texas law.

I affirm that I have not participated in the hiring, nor will I participate in the hiring of a person who is related to any member of the Board by affinity within the second degree or by consanguinity within the third degree.

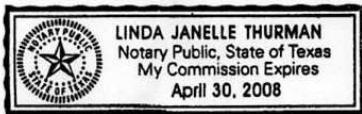
I agree to report immediately in writing to the Commissioner any conflict of interest, grounds for removal or disqualification of my membership on the Board that occurs during this fiscal year.

By my signature below, I certify that I have read and understand this document and that the Statements that I make herein are correct and complete.

Robert Barham  
Signature of Board Member

9/28/04  
Date

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this 28<sup>th</sup> day of September, 20 04.



Linda Janelle Thurman  
Notary Public for the State of Texas  
My Commission expires: April 30, 2008

THE STATE OF TEXAS

COUNTY OF TARRANT

**AFFIDAVIT OF BOARD MEMBER**

Before me, the undersigned, on this day personally appeared William R. Brown  
who, being by me duly sworn, deposed as follows: *(Enter Full Name and Credentials)*

My full name is William R. Brown and I reside at:

County of Residence: Tarrant

Mailing Address: 1700 Broad St.

City, The State, Zip: Mansfield, TX 76063

I am a Board member of MHMR of Tarrant County

Located in Fort Worth, Texas.

My term of office is (date): March 1, 2003 to (date) February 28, 2005

I have read and am familiar with the statutory provisions and State rules relating to qualifications, conflicts of interest, and grounds for removal, contained in Texas Health and Safety Code, §534.0065, accountability, contained in 25 TAC 412B (the Contracts Management for Local Authorities rule), §412.54, and standards of administration contained in 25 TAC 411G (the Community MHMR Centers rule), §411.310.

I have read and am familiar with Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

I have read and am familiar with the current performance contract with the State for Fiscal Year 2004.

I affirm that I have not and will not participate in any activities that create a conflict of interest or grounds for removal under Texas law.

I affirm that I qualify for appointment to the Board under Texas law.

I affirm that I have not participated in the hiring, nor will I participate in the hiring of a person who is related to any member of the Board by affinity within the second degree or by consanguinity within the third degree.

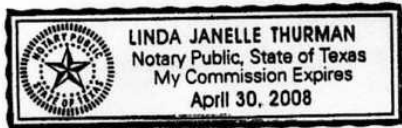
I agree to report immediately in writing to the Commissioner any conflict of interest, grounds for removal or disqualification of my membership on the Board that occurs during this fiscal year.

By my signature below, I certify that I have read and understand this document and that the Statements that I make herein are correct and complete.

[Handwritten Signature]  
Signature of Board Member

9-28-2004  
Date

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this 28th day of September, 20 04.



Linda Janelle Thurman  
Notary Public for the State of Texas

My Commission expires: April 30, 2008

THE STATE OF TEXAS

COUNTY OF TARRANT

**AFFIDAVIT OF BOARD MEMBER**

Before me, the undersigned, on this day personally appeared Roy Griffin  
who, being by me duly sworn, deposed as follows: *(Enter Full Name and Credentials)*

My full name is Roy Griffin and I reside at:

County of Residence: Tarrant

Mailing Address: 3328 Oak Timber

City, The State, Zip: Fort Worth, TX 76119

I am a Board member of MHMR of Tarrant County

Located in Fort Worth, Texas.

My term of office is (date): March 1, 2004 to (date) February 28, 2006

I have read and am familiar with the statutory provisions and State rules relating to qualifications, conflicts of interest, and grounds for removal, contained in Texas Health and Safety Code, §534.0065, accountability, contained in 25 TAC 412B (the Contracts Management for Local Authorities rule), §412.54, and standards of administration contained in 25 TAC 411G (the Community MHMR Centers rule), §411.310.

I have read and am familiar with Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

I have read and am familiar with the current performance contract with the State for Fiscal Year 2004.

I affirm that I have not and will not participate in any activities that create a conflict of interest or grounds for removal under Texas law.

I affirm that I qualify for appointment to the Board under Texas law.

I affirm that I have not participated in the hiring, nor will I participate in the hiring of a person who is related to any member of the Board by affinity within the second degree or by consanguinity within the third degree.

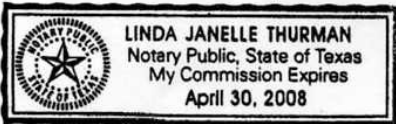
I agree to report immediately in writing to the Commissioner any conflict of interest, grounds for removal or disqualification of my membership on the Board that occurs during this fiscal year.

By my signature below, I certify that I have read and understand this document and that the Statements that I make herein are correct and complete.

*Roy Griffin*  
Signature of Board Member

9-28-04  
Date

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this 28<sup>th</sup> day of September, 20 04.



*Linda Janelle Thurman*  
Notary Public for the The State of Texas

My Commission expires: April 30, 2008

THE STATE OF TEXAS

COUNTY OF TARRANT

**AFFIDAVIT OF BOARD MEMBER**

Before me, the undersigned, on this day personally appeared Linda Harman  
who, being by me duly sworn, deposed as follows: *(Enter Full Name and Credentials)*

My full name is Linda Harman and I reside at:

County of Residence: Tarrant

Mailing Address: 2414 Warner Road

City, The State, Zip: Fort Worth, TX 76110

I am a Board member of MHMR of Tarrant County

Located in Fort Worth, Texas.

My term of office is (date): March 1, 2003 to (date) February 28, 2005

I have read and am familiar with the statutory provisions and State rules relating to qualifications, conflicts of interest, and grounds for removal, contained in Texas Health and Safety Code, §534.0065, accountability, contained in 25 TAC 412B (the Contracts Management for Local Authorities rule), §412.54, and standards of administration contained in 25 TAC 411G (the Community MHMR Centers rule), §411.310.

I have read and am familiar with Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

I have read and am familiar with the current performance contract with the State for Fiscal Year 2004.

I affirm that I have not and will not participate in any activities that create a conflict of interest or grounds for removal under Texas law.

I affirm that I qualify for appointment to the Board under Texas law.

I affirm that I have not participated in the hiring, nor will I participate in the hiring of a person who is related to any member of the Board by affinity within the second degree or by consanguinity within the third degree.

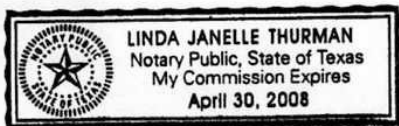
I agree to report immediately in writing to the Commissioner any conflict of interest, grounds for removal or disqualification of my membership on the Board that occurs during this fiscal year.

By my signature below, I certify that I have read and understand this document and that the Statements that I make herein are correct and complete.

*Linda Harman*  
Signature of Board Member

9.28.04  
Date

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this 28<sup>th</sup> day of September, 2004.



*Linda Janelle Thurman*  
Notary Public for the State of Texas

My Commission expires: April 30, 2008

THE STATE OF TEXAS

COUNTY OF TARRANT

**AFFIDAVIT OF BOARD MEMBER**

Before me, the undersigned, on this day personally appeared Robert R. Lynn  
who, being by me duly sworn, deposed as follows: *(Enter Full Name and Credentials)*

My full name is Robert R. Lynn and I reside at:

County of Residence: Tarrant

Mailing Address: 4305 Hidden Valley Court

City, The State, Zip: Colleyville, TX 76034

I am a Board member of MHMR of Tarrant County

Located in Fort Worth, Texas.

My term of office is (date): March 1, 2004 to (date) February 28, 2006

I have read and am familiar with the statutory provisions and State rules relating to qualifications, conflicts of interest, and grounds for removal, contained in Texas Health and Safety Code, §534.0065, accountability, contained in 25 TAC 412B (the Contracts Management for Local Authorities rule), §412.54, and standards of administration contained in 25 TAC 411G (the Community MHMR Centers rule), §411.310.

I have read and am familiar with Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

I have read and am familiar with the current performance contract with the State for Fiscal Year 2004.

I affirm that I have not and will not participate in any activities that create a conflict of interest or grounds for removal under Texas law.

I affirm that I qualify for appointment to the Board under Texas law.

I affirm that I have not participated in the hiring, nor will I participate in the hiring of a person who is related to any member of the Board by affinity within the second degree or by consanguinity within the third degree.

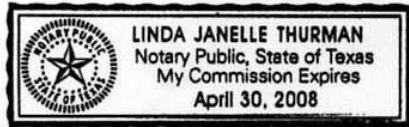
I agree to report immediately in writing to the Commissioner any conflict of interest, grounds for removal or disqualification of my membership on the Board that occurs during this fiscal year.

By my signature below, I certify that I have read and understand this document and that the Statements that I make herein are correct and complete.

Robert R. Lynn  
Signature of Board Member

9-18-04  
Date

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this 28<sup>th</sup> day of September, 20 04.



Linda Janelle Thurman  
Notary Public for the The State of Texas

My Commission expires: April 30, 2008



THE STATE OF TEXAS

COUNTY OF TARRANT

**AFFIDAVIT OF BOARD MEMBER**

Before me, the undersigned, on this day personally appeared Jim Teague  
who, being by me duly sworn, deposed as follows: *(Enter Full Name and Credentials)*

My full name is Jim Teague and I reside at:

County of Residence: Tarrant

Mailing Address: 125 Williamsburg Lane

City, The State, Zip: Fort Worth, TX 76107

I am a Board member of MHMR of Tarrant County

Located in Fort Worth, Texas.

My term of office is (date): March 1, 2004 to (date) February 28, 2006

I have read and am familiar with the statutory provisions and State rules relating to qualifications, conflicts of interest, and grounds for removal, contained in Texas Health and Safety Code, §534.0065, accountability, contained in 25 TAC 412B (the Contracts Management for Local Authorities rule), §412.54, and standards of administration contained in 25 TAC 411G (the Community MHMR Centers rule), §411.310.

I have read and am familiar with Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

I have read and am familiar with the current performance contract with the State for Fiscal Year 2004.


I affirm that I have not and will not participate in any activities that create a conflict of interest or grounds for removal under Texas law.

I affirm that I qualify for appointment to the Board under Texas law.

I affirm that I have not participated in the hiring, nor will I participate in the hiring of a person who is related to any member of the Board by affinity within the second degree or by consanguinity within the third degree.

I agree to report immediately in writing to the Commissioner any conflict of interest, grounds for removal or disqualification of my membership on the Board that occurs during this fiscal year.

By my signature below, I certify that I have read and understand this document and that the Statements that I make herein are correct and complete.

 10-5-04  
Signature of Board Member Date

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this 5<sup>th</sup> day of OCTOBER, 20 04.

  
Notary Public for the The State of Texas

My Commission expires: 10/25/2005



THE STATE OF TEXAS

COUNTY OF TARRANT

**AFFIDAVIT OF BOARD MEMBER**

Before me, the undersigned, on this day personally appeared Theodis "T" Ware  
who, being by me duly sworn, deposed as follows: *(Enter Full Name and Credentials)*

My full name is Theodis "T" Ware and I reside at:

County of Residence: Tarrant

Mailing Address: 6332 Warwick Hills Dr.

City, The State, Zip: Fort Worth, TX 76132

I am a Board member of MHMR of Tarrant County

Located in Fort Worth, Texas.

My term of office is (date): March 1, 2003 to (date) February 28, 2005

I have read and am familiar with the statutory provisions and State rules relating to qualifications, conflicts of interest, and grounds for removal, contained in Texas Health and Safety Code, §534.0065, accountability, contained in 25 TAC 412B (the Contracts Management for Local Authorities rule), §412.54, and standards of administration contained in 25 TAC 411G (the Community MHMR Centers rule), §411.310.

I have read and am familiar with Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

I have read and am familiar with the current performance contract with the State for Fiscal Year 2004.

I affirm that I have not and will not participate in any activities that create a conflict of interest or grounds for removal under Texas law.

I affirm that I qualify for appointment to the Board under Texas law.

I affirm that I have not participated in the hiring, nor will I participate in the hiring of a person who is related to any member of the Board by affinity within the second degree or by consanguinity within the third degree.

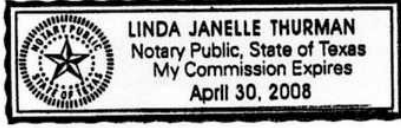
I agree to report immediately in writing to the Commissioner any conflict of interest, grounds for removal or disqualification of my membership on the Board that occurs during this fiscal year.

By my signature below, I certify that I have read and understand this document and that the Statements that I make herein are correct and complete.

*Theodis "T" Ware*  
Signature of Board Member

9/28/2004  
Date

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this 28<sup>th</sup> day of September, 20 04.



*Linda Janelle Thurman*  
Notary Public for the The State of Texas

My Commission expires: April 30, 2008

THE STATE OF TEXAS

COUNTY OF TARRANT

**AFFIDAVIT OF BOARD MEMBER**

Before me, the undersigned, on this day personally appeared Carolyn Sims  
who, being by me duly sworn, deposed as follows: (Enter Full Name and Credentials)

My full name is Carolyn Sims and I reside at:

County of Residence: Tarrant

Mailing Address: P.O. Box 1287

City, The State, Zip: Keller, TX 76244

I am a Board member of MHMR of Tarrant County

Located in Fort Worth, Texas.

My term of office is (date): August 1, 2004 to (date) February 28, 2005

I have read and am familiar with the statutory provisions and State rules relating to qualifications, conflicts of interest, and grounds for removal, contained in Texas Health and Safety Code, §534.0065, accountability, contained in 25 TAC 412B (the Contracts Management for Local Authorities rule), §412.54, and standards of administration contained in 25 TAC 411G (the Community MHMR Centers rule), §411.310.

I have read and am familiar with Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

I have read and am familiar with the current performance contract with the State for Fiscal Year 2004.

I affirm that I have not and will not participate in any activities that create a conflict of interest or grounds for removal under Texas law.

I affirm that I qualify for appointment to the Board under Texas law.

I affirm that I have not participated in the hiring, nor will I participate in the hiring of a person who is related to any member of the Board by affinity within the second degree or by consanguinity within the third degree.

I agree to report immediately in writing to the Commissioner any conflict of interest, grounds for removal or disqualification of my membership on the Board that occurs during this fiscal year.

By my signature below, I certify that I have read and understand this document and that the Statements that I make herein are correct and complete.

Carolyn Sims 10-19-04  
Signature of Board Member Date

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this 19 day of October, 20 04.



Ginger R. Awtry  
Notary Public for the The State of Texas  
My Commission expires: 9/18/2006