

Tri-County Services Board of Trustees Meeting

May 23, 2013



*Serving individuals with mental illness
and developmental disabilities*

Notice is hereby given that a regular meeting of the Board of Trustees of Tri-County Services will be held on Thursday, May 23, 2013. The Business Committee will convene at 9:00 a.m., the Program Committee will convene at 9:30 a.m. and the Board meeting will convene at 10:00 a.m. at 1506 FM 2854, Conroe, Texas. The public is invited to attend and offer comments to the Board of Trustees between 10:00 a.m. and 10:15 a.m.

AGENDA

I. Organizational Items

- A. Chairman Calls Meeting to Order
- B. Public Comment
- C. Quorum
- D. Review & Act on Requests for Excused Absence

II. Longevity Recognition Presentations

III. Approve Minutes - April 25, 2013

IV. Executive Director's Report - Evan Roberson

- A. DSHS
 - 1. TCOOMMI Audit
- B. DADS
 - 1. Provider Services Audit
- C. PASRR Contract
- D. Medicaid 1115 Transformation Waiver Updates
 - 1. Region 17
 - 2. Region 2
- E. Legislative Session Updates

V. Chief Financial Officer's Report - Millie McDuffey

- A. FY 2014 Budget
- B. Fixed Asset Inventory
- C. County Annual Funding Request
- D. Campbell Street Lease
- E. Vacant Property Update

VI. Program Committee

Information Items

- A. Community Resources Report for April 2013..... Pages 7-8
- B. Consumer Services Report for April 2013..... Pages 9-10
- C. Program Updates for April 2013..... Pages 11-14
- D. Program Presentation - PATH Program

VII. Executive Committee

Information Items

- A. Personnel Report for April 2013..... Pages 15-16

VIII. Business Committee

Action Items

- A. Approve April 2013 Financial Statements..... Pages 17-29
- B. Select Auditor for FY 2013 Independent Audit..... Page 30

C. Refinance of PETC Construction Loan with Tradition Bank.....	Page 31
D. Approve Non-Refundable Option Payment for Independence Oaks Project Site.....	Page 32
E. Ratify Amendment 1 to the Medicaid Provider Agreement, DADS Contract #001019628.....	Pages 33-37
F. Authorize Executive Director to Execute Medicaid Provider Agreements for ICF/IID Services.....	Pages 38-49
G. Approve DADS Governing Authority Resolution	Pages 50-51

Information Items

H. Board of Trustees' Unit Financial Statement for April 2013.....	Pages 52-53
I. Montgomery Supported Housing, Inc. Update.....	Page 54

IX. Executive Session in Compliance with Texas Government Code Section 551.071, Consultation with Attorney

Posted By:

Stephanie Eveland
Executive Assistant

Tri-County Services

P.O. Box 3067
Conroe, TX 77305

BOARD OF TRUSTEES MEETING

April 25, 2013

Board Members Present:

David Walker
Tracy Sorensen
Morris Johnson
Cecil McKnight
Janet Qureshi
Sharon Walker

Board Members Absent:

Brad Browder
Patti Atkins

Tri-County Staff Present:

Evan Roberson, Executive Director
Millie McDuffey, Chief Financial Officer
Don Teeler, Director of Operations
Sandy Kelly, Director of Administrative Support
Tanya Bryant, Director of Quality Management & Support
Heather Robison, Director of Crisis Services
Stephanie Eveland, Executive Assistant
Stella Montemayor, Administrative Assistant
David Deaton, Legal Counsel
Mervin Cleveland, Staff
Joyce Boyd, Staff
Debra Shipp, Staff
Danielle Newlon, Staff
Jessica Hague, Staff

Guests:

None

Call to Order: Chairman, David Walker, called the meeting to order at 10:03 a.m. at 1506 FM 2854, Conroe, Texas.

Public Comment: There were no public comments.

Quorum: There being six (6) members present, a quorum was established.

Resolution #04-13-01

Motion Made By: Cecil McKnight

Seconded By: Tracy Sorensen, with affirmative votes by David Walker, Morris Johnson, Janet Qureshi and Sharon Walker that it be...

Resolved:

That the Board excuse the absences of Brad Browder and Patti Atkins.

Shining Star Awards were presented to Tri-County staff.

Resolution #04-13-02

Motion Made By: Cecil McKnight

Seconded By: Sharon Walker, with affirmative votes by David Walker, Tracy Sorensen, Morris Johnson and Janet Qureshi that it be...

Resolved:

That the Board approve the minutes of the March 28, 2013 meeting of the Board of Trustees.

Executive Director's Report:

The Executive Director's report is on file.

Chief Financial Officer's Report:

The Chief Financial Officer's report is on file.

PROGRAM COMMITTEE:

The Community Resources Report for March 2013 was reviewed for information purposes only.

The Consumer Services Report for March 2013 was reviewed for information purposes only.

The Program Updates for March 2013 were reviewed for information purposes only.

Program Presentation – The Board of Trustees and Management Team received their annual training.

EXECUTIVE COMMITTEE:

The Personnel Report for March 2013 was reviewed for information purposes only.

The Texas Council quarterly meeting verbal update was presented by Morris Johnson.

BUSINESS COMMITTEE:

Resolution #04-13-03

Motion Made By: Morris Johnson

Seconded By: Cecil McKnight, with affirmative votes by David Walker, Tracy Sorensen, Janet Qureshi and Sharon Walker that it be...

Resolved:

That the Board approve the March 2013 Financial Statements.

There was no action taken on Business Committee Action Item VIII-B, Disposition of 406 Washington, Cleveland, Texas, because it was deferred to a later date.

Resolution #04-13-04

Motion Made By: Morris Johnson

Seconded By: Tracy Sorensen, with affirmative votes by David Walker, Cecil McKnight, Janet Qureshi and Sharon Walker that it be...

Resolved:

That the Board approve the recommendation to declare the 1999 Ford E350 15 passenger van as surplus.

After further discussion, the Board did not take action on Business Committee Action Item VIII-D, Appoint Auditor Selection Committee, because there was no need to form a committee.

The Board of Trustees' Unit Financial Statement for March 2013 was reviewed for information purposes only.

There was no need for Executive Session.

The regular meeting of the Board of Trustees adjourned at 11:11 a.m.

Adjournment:

[Redacted Signature]

David Walker
Chairman

Date

Attest:

[Redacted Signature]

Tracy Sorensen
Secretary

Date



Executive Director's Report

May 23, 2013

Announcements

- The next regularly scheduled Board meeting is July 25, 2013.
- Reminder: The 28th Annual Texas Council Conference is scheduled for June 26-28th at the Dallas Sheraton. Three Board members and several staff will be attending.
- Reminder: The annual Strategic Planning meeting for Board and staff will be held on Saturday, July 13th at 9:30 a.m.
- The birthday cake for this month is in honor of Morris Johnson's birthday which was on May 2nd.

Department of State Health Services (DSHS)

- Staff continue to prepare for several changes associated with Texas Resilience and Recovery (TRR). Our center was the 9th (of 39) in the state to successfully send the Child and Adolescent Needs and Strengths (CANS) assessment to DSHS in the new format. We will soon begin work on the adult assessment data. In addition, staff continue to be trained and certified on the new evidence protocols associated with this model. I have participated in a series of conversations with the Texas Council regarding the proposed services design changes and their impact on Tri-County. Informally, we have been told that we may have a year to figure out the system changes without sanction (a 'practice year'), but we are still waiting to see that in writing. TRR begins for all mental health services in September of 2013.
- We have received our **Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) Audit** results. There was only one minor finding, and even on this finding, the TCOOMMI program staff indicated that the reason for the deviation from the program regulations was clearly documented and that TCOOMMI staff had done what they could to address the regulation. At the exit review with TCOOMMI

program staff, they cited our program as 'exemplary' and indicated that it was a 'model program' in the state. Much thanks to Chuck Lowman and his team for their excellent work.

- I would like to welcome Chuck Lowman to the Board meeting today. Chuck is sitting in as the interim Behavioral Health Director and has been doing a great job. I have held initial interviews for this position and hope to have a candidate to fill the position soon.

Department of Aging and Disability Services (DADS)

- The annual **Provider Services Audit** was completed late in the day on April 25th. We have historically done very well on this audit and this year was no exception. We had zero findings for Home and Community-based Services (HCS) and one very small finding for Texas Home Living Services (TxHmL).

Although Kathy Foster and her team have made a regular practice of doing very well on this audit, the standards have continued to increase each year-especially in the area of nursing-and many historically strong providers have struggled. The Provider team's continued exceptional performance can only be explained by unwavering diligence in meeting the HCS/TxHmL guidelines in their work with our consumers.

In addition to all of the technical principles that we were in compliance with, the DADS Survey Team was very impressed with the work we do every day with the persons we serve. In interview after interview with our consumers/families, the families were very complementary of the work we do. Much thanks to Kathy Foster and her team for their excellent work.

Pre-admission Screening and Resident Review (PASRR)

- We received the **Pre-admission Screening and Resident Review (PASRR) Contract** with DADS earlier this month. The contract had to be returned to DADS by May 10th, so I spoke with Mr. Walker who authorized the execution of the contract. Interestingly, the contract amendment with DADS also covers services provided to persons with mental illnesses.

The new PASRR process begins tomorrow, but much is still unknown about the required assessment, the rules for completing the assessment and the rates for these services.

After raising some technical questions with the Texas Council, I was asked to join the Executive Director's Consortia PASRR workgroup.

Medicaid 1115 Transformation Waiver Updates

- Activity related to the **Medicaid 1115 Transformation Waiver** continues. We have received word from Region 2 (Liberty County) that our program required revisions before it could be approved. This program is very similar in design to a program which was approved in Region 17, so we are confident that the corrections can be made. The IGT transfer for Region 2 was submitted last week and we are expecting a small DY 1 planning year reimbursement next week.

On Tuesday, we received notice from Region 17 that one of our plans would have to be modified and resubmitted by Friday, May 24th. In addition, one other plan will have to be resubmitted by June 3rd. We were assured by HHSC that these modifications will be all that is required to finalize these plans through DY 3.

Legislative Session Updates

- I have attached an update from the Texas Council regarding the budget for DSHS and DADS as adopted by the Conference Committee. Tri-County will receive new funding associated with this proposed budget to expand and develop new programs for the persons we serve.

Of note, DADS was allocated new funding for HCS Interest List Reduction.

- Senate Bills 7 and 58 were voted out of the house. A series of amendments were proposed to both bills and it is still unclear what may have been included in the legislation. We are still awaiting analysis of the final bills.

May 18, 2013

The SB 1 (State Budget FY 2014-15) Conference Committee adopted final budget recommendations Friday, May 17, 2013. The budget now heads to both chambers for a final vote.

Mental Health Services

The following table provides a comparison of recommendations made by the appropriations subcommittees and also includes final conference committee decisions:

Status of Appropriations - DSHS Exceptional & New Items	Senate FY 2014-15 (GR)	House FY 2014-15 (GR)	Conference Committee Adopted Recommendations FY2014-15 (GR) as of 5/13/13	Difference (relative to highest \$ amount)
EI 1. State Hospital Safety & Operations				
Resident Stipends	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -
Subtotal - St. Hospital	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -
EI 6. Waiting Lists:				
MH Adults	\$ 54,100,000	\$ 54,100,000	\$ 46,103,128	\$ (7,996,872)
MH Children	\$ 3,100,000	\$ 3,100,000	\$ 2,095,600	\$ (1,004,400)
Subtotal - WL	\$ 57,200,000	\$ 57,200,000	\$ 48,198,728	\$ (9,001,272)
EI 7. Substance Use Disorder Services				
Capacity Expansion	\$ 4,941,828	\$ 4,941,828	\$ 4,941,828	\$ -
Substance Use Provider Rate (S: 10%) (H: 3.9%)	\$ 15,392,957	\$ 6,000,000	\$ 10,696,478	\$ (4,696,479)
DFPS Slots	\$ 10,136,707	\$ 5,000,000	\$ 10,136,707	\$ -
Subtotal - SUD	\$ 30,471,492	\$ 15,941,828	\$ 25,775,013	\$ (4,696,479)
EI 8. BH Treatment Outcomes				
Oxford House	\$ 1,140,000	\$ 1,140,000	\$ 1,140,000	\$ -
DFPS Slots	\$ 2,056,262	\$ 2,056,262	\$ 2,056,262	\$ -
Rental Assistance	\$ 20,017,406	\$ 20,017,406	\$ 20,017,406	\$ -
Subtotal - Treatment Outcomes	\$ 23,213,668	\$ 23,213,668	\$ 23,213,668	\$ -
New Items				
Public Awareness	\$ 4,000,000	\$ -	\$ 1,600,000	\$ (2,400,000)
Prevention and Intervention	\$ 2,000,000	\$ -	\$ 5,000,000	\$ 3,000,000
MH Crisis	\$ 30,000,000	\$ 25,000,000	\$ 25,000,000	\$ (5,000,000)
Treatment (surge: \$10 M adults & \$10 M children)	\$ 20,000,000	\$ 20,000,000	\$ 20,000,000	\$ -
YES Waiver	\$ 32,500,000	\$ 32,500,000	\$ 24,375,000	\$ (8,125,000)
Collaborative Projects	\$ 10,000,000	\$ 25,000,000	\$ 25,000,000	\$ -
Underserved - LMHA	\$ 17,000,000	\$ 17,000,000	\$ 17,000,000	\$ -
Underserved - NorthSTAR (House)	\$ -	\$ 6,000,000	\$ 6,000,000	\$ -
Harris County Psychiatric Center (HCPC) 6 Beds	\$ -	\$ 2,400,000	\$ 2,400,000	\$ -
Veterans MH (House)	\$ -	\$ 4,000,000	\$ 4,000,000	\$ -
NEW Item: Harris County Jail Diversion Pilot	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000
NEW Item: Contingency for Jail-Based Competency	\$ -	\$ -	\$ 3,050,250	\$ 3,052,250
Subtotal - New Items	\$ 115,500,000	\$ 131,900,000	\$ 143,425,250	\$ 527,250
Grand TOTAL	\$ 228,385,160	\$ 228,255,496	\$ 240,612,659	\$ 12,227,499

Key Changes

1. Waiting List Exceptional Item reduced by \$9 million to reflect current waiting list;
2. Crisis Services funded at \$25 million (Senate recommended \$30 million);
3. Private/Public Community Collaboratives funded at \$25 million (Senate recommended \$10 million);
4. Harris County Jail Diversion Pilot added at \$10 million;
5. Jail-Based Competency Restoration added contingent on passage SB 1475

Intellectual Disability Services

FY2014-15 Biennial Funding Above Base

DADS	GR	AF	Additional Information
IDD Community Services	0	0	No increase above base; DADS indicates FY 2014-15 funding will be restored to FY 2012-13 level without additional appropriation
Interest List Reduction	\$ 70,218,242	\$172,355,361	Among others: HCS—1,324 people, TxHmL—3,000 people
Promoting Independence Initiative	\$ 27,009,878	\$ 66,383,528	HCS—1,277 children and adults, e.g., at imminent risk of institutionalization, moving from institutions to community
Community First Choice: Habilitation Services for People with IDD	\$106,550,716	\$371,415,655	Serves 11,902 people, contingent on passage of SB 7
Pre-Admission Screening and Resident Review (PASRR)	\$ 4,768,922	\$ 11,866,574	Implements redesigned PASRR process

DARS	GR	AF	Additional Information
Early Childhood Intervention (ECI)	\$ 2,718,285	\$ 4,389,831	Assumptions include monthly cost of \$479.82 per child, anticipated caseload growth of approximately 380 additional children served per month, and less favorable 2015 FMAP
Autism Program	\$ 6,600,000	\$6,600,000	Expands program to new areas

CHIEF FINANCIAL OFFICER'S REPORT

May 23, 2013

FY 2014 Budget Process – We are in the middle of the budget planning process. Managers have until June 4th to submit their departmental budgets to me for the preliminary review. After the first submission date, we will compile a center wide budget to see where we stand at that point. Then we will wait for the state allocations from both DADS and DSHS in order to finalize the budget prior to the August board meeting.

Fixed Asset Inventory – The fixed asset inventory process is in progress. Every two years, we conduct a complete inventory which was completed last year. This year, we are doing spot checks on various locations as well as complete counts on any locations that have been moved or have new programs.

County Annual Funding Request – The Annual Funding Request has been submitted to Montgomery County. We expect to submit the annual request for Liberty and Walker County in the month of June. We will be asking for an increase in both counties to help offset the cost of the contract inpatient services as we requested in Montgomery County. We have not received an increase from any County for many years and are not expecting one this year, but we will continue to ask.

Campbell Street Lease – We are in the process of doing required repairs to the Campbell street location in order to pass inspection for the utilities to be switched over to our name. This location has been leased out to the Department of State Health Services for many years and recently has been split to be leased to Department of State Health Services on one side and UTMB for WIC services on the other side of the facility. As a part of this change, the utilities will be paid by Tri-County in order to not have to split the meter. The City required a building inspection prior to switching the utilities and found areas that were not in compliance with code. We were given 30 days to get the facility up to code.

Vacant Property Update – As a part of our goals to sell vacant buildings, we are going to start to beautify the remaining properties that we have on the market. We are going to start with the Washington Street location in Cleveland by removing some of the walls and freshening up the paint so the building will have a more open feel to it when you walk in. So hopefully by the end of the summer, we will have more activity with these facilities being on the market.

Agenda Item: Community Resources Report for April 2013 Committee: Program	Board Meeting Date May 23, 2013
Background Information: None	
Supporting Documentation: Community Resources Report for April 2013	
Recommended Action: For Information Only	

Community Resources Report

April 26 – May 23, 2013

Volunteer Hours:

Location	April
Conroe	357
Cleveland	0
Liberty	102
Huntsville	44.5
Total	503.5

COMMUNITY ACTIVITIES:

5/1/13	East Montgomery County Chamber Lunch	New Caney
5/1/13	Leadership Montgomery County Board Meeting	Conroe
5/1/13	Liberty County Community Resource Coordination Group	Cleveland
5/2/13	Walker County Community Resource Coordination Group	Huntsville
5/2/13	Cleveland Chamber Lunch	Cleveland
5/3/13	Hispanic Support Group – Parent Resource Center	Conroe
5/3/13	The Woodlands Chamber of Commerce Business Summit on Healthcare	The Woodlands
5/6/13	May is MH Month Proclamation – Montgomery County	Conroe
5/7/13	Montgomery County United Way Well Being Counsel Meeting	The Woodlands
5/7/13	Montgomery County Managed Assigned Counsel Meeting	Conroe
5/8/13	Montgomery County United Way Funded Partners Meeting	The Woodlands
5/9/13	Huntsville Chamber of Commerce Breakfast	Huntsville
5/13/13	May is MH Month Proclamation – Walker County	Huntsville
5/14/13	May is MH Month Proclamation – Liberty County	Liberty
5/15/13	Walker County Child Fatality Review Team Meeting	Huntsville
5/15/13	Roots of Change Coalition Meeting	Conroe
5/15/13	Leadership Montgomery County Graduation	Conroe
5/15/13	Liberty/Dayton Chamber of Commerce Luncheon	Liberty
5/16/13	Adult Protective Services Task Force Meeting	Conroe
5/17/13	Montgomery County Hospital District Provider Appreciation and Training Seminar	The Woodlands
5/21/13	Montgomery County Community Resource Coordination Group	Conroe
5/21/13	Montgomery County United Way Disaster Recovery Taskforce	The Woodlands
5/23/13	Woodlands Church Career Fair	The Woodlands

UPCOMING ACTIVITIES:

5/24/13	Women of Distinction Luncheon	The Woodlands
6/4/13	Montgomery County United Way Well Being Counsel Meeting	The Woodlands
6/4/13	Houston Chronicle Job Fair	Houston
6/6/13	Walker County Community Resource Coordination Group	Huntsville
6/6/13	Cleveland Chamber of Commerce Luncheon	Cleveland
6/12/13	Montgomery County United Way Funded Partners Meeting	The Woodlands
6/13/13	Huntsville Chamber of Commerce Breakfast	Huntsville
6/18/13	Montgomery County United Way Disaster Recovery Taskforce	The Woodlands
6/18/13	Montgomery County Community Resource Coordination Group	Conroe
6/19/13	Roots of Change Coalition Meeting	Conroe

Agenda Item: Consumer Services Report for April 2013 Committee: Program	Board Meeting Date May 23, 2013
Background Information: None	
Supporting Documentation: Consumer Services Report for April 2013	
Recommended Action: For Information Only	

Consumer Services Report – April 2013

Consumer Services	Montgomery County	Cleveland	Liberty	Walker County	Total
Crisis Services, MH Adults/Children					
Persons Screened, Intakes, Other Crisis Services	565	39	44	63	711
Crisis and Transitional Services (SP 0, SP5)	69	3	2	8	82
Psychiatric Emergency Treatment Center (PETC) Served	45	3	0	13	61
Psychiatric Emergency Treatment Center (PETC) Bed Days	44	3	2	3	52
Contract Hospital Admissions	18	0	2	0	20
Diversion Admits	10	0	1	0	11
Total State Hospital Admissions	5	1	0	0	6
Routine Services, MH Adults/Children					
Adult Service Packages (SP 1-4)	706	95	87	127	1015
Adult Medication Services	571	67	49	85	772
Child Service Packages (SP 1.1-4)	273	25	8	41	347
Child Medication Services	148	14	3	15	180
TCOOMMI (Adult Only)	98	9	6	14	127
Adult Jail Diversion Services	12	0	0	0	12
Juvenile Detention Diversion Services	3	0	0	0	3
Persons Served by Program, IDD					
Number of New Enrollments for IDD Services	1	0	1	0	2
Service Coordination	410	31	43	53	537
Persons Enrolled in Programs, IDD					
Center Waiver Services (HCS, Supervised Living, TXHmL)	53	9	7	25	94
Contractor Provided ICF-MR	18	12	11	6	47
Substance Abuse Services					
Children and Youth Prevention Services	150	0	0	32	182
Youth Substance Abuse Treatment Services/COPSD	24	0	0	0	24
Adult Substance Abuse Treatment Services/COPSD	29	0	1	0	30
Waiting/Interest Lists as of Month End					
Department of State Health Services-Adults	166	21	9	5	201
Department of State Health Services-Children	18	0	0	0	18
Home and Community Based Services Interest List	1259	103	104	111	1577
Persons Served Outside of the State Contracts					
Benefit Package 3 Adult	43	12	9	3	67
April Served by County					
Adult Mental Health Services	1267	134	117	168	1686
Child Mental Health Services	299	27	11	45	382
Intellectual and Developmental Disabilities Services	462	46	58	62	628
Total Served by County	2028	207	186	275	2696
March Served by County					
Adult Mental Health Services	1168	125	128	158	1579
Child Mental Health Services	308	25	10	46	389
Intellectual and Developmental Disabilities Services	476	46	56	63	641
Total Served by County	1952	196	194	267	2609
February Served by County					
Adult Mental Health Services	1151	128	120	161	1560
Child Mental Health Services	317	23	8	44	392
Intellectual and Developmental Disabilities Services	482	45	60	63	650
Total Served by County	1950	196	188	268	2602

Agenda Item: Program Updates for April 2013 Committee: Program	Board Meeting Date May 23, 2013
Background Information: None	
Supporting Documentation: Program Updates for April 2013	
Recommended Action: For Information Only	

Program Updates

April 26 – May 23, 2013

MH Crisis and Admission Services

A. Key Statistics:

1. Number of new admissions during the month: 124
2. PETC average daily census: 10.5

B. Program Comments:

1. DSHS lapsed funds, \$16,947, were awarded for additional inpatient bed utilization and targets for the PETC and state diversion beds were added.
2. A recently hired full-time LVN resigned which impacted the staffing coverage for evenings.

MH Adult Services

A. Key Statistics:

1. Number of adults served during the month: 1,686
2. Number of adults served in Medication Services: 772

B. Program Comments:

1. The PATH contract and lapsed fund request were renewed.
2. We are recruiting to fill a vacant Advanced Nurse Practitioner position.
3. We are planning to allocate a portion of the lapsed New Generation Medication funds for a children's summer camp.

MH Child Services

A. Key Statistics:

1. Number of children served during the month: 382
2. Number of children served in Medication Services: 180

B. Program Comments:

1. Employee turnover is high, but we are filling vacant positions quickly.
2. Our focus is to provide quality training so that we can retain quality staff longer.
3. We are constantly strategizing to increase productivity despite challenges posed by seasonal events such as school testing and upcoming summer vacations.

Criminal Justice Services

A. Key Statistics:

1. Number of adults served through Texas Office on Offenders with Medical and Mental Impairments (TCOOMMI): 123 (125 minus 2 who were incarcerated/unavailable for services all month)
2. Number of jail diversions: 5

B. Program Comments:

1. Montgomery and Liberty County Commissioners' Courts issued proclamations in support of the Tri-County Outpatient Competency Restoration Program; a proclamation was pending in Walker County.
2. Year-to-date revenue in the TCOOMMI program was 113% of the year-to-date target.
3. Parole and Probation caseloads remained full with more referrals than could be served.

Substance Abuse Services

A. Key Statistics:

1. Number of children served in Substance Abuse Prevention Services: 182
2. Number of adults served in Substance Abuse/COPSD Treatment Services:
 - a. Substance Abuse Outpatient: 30
 - b. COPSD: 17
 - c. Total unique clients served: 30
3. Number of children served in Substance Abuse Treatment Services: 24

B. Program Comments:

1. The number served for Youth Treatment Services continues to increase each month.
2. Our marketing efforts towards Juvenile Probation and CISD are resulting in continued referrals.
3. All contact targets for Prevention Services will be exceeded in FY 2013.
4. The Adult Substance Abuse Intern resigned and that position has been posted.

IDD Services

A. Key Statistics:

1. Total number of admissions for the month: 2
2. Total number enrolled in the Home and Community Based Services (HCS) and Texas Home Living (TxHmL) Provider Services for the month: HCS = 68 TxHmL = 42
3. Total number served within the department: HCS = 58 TxHmL = 23
4. Total number served in all IDD Services for the month: 628

B. Program Comments:

1. We received notification from DADS that ten (10) additional TxHmL slots will be offered on May 10th to individuals on the HCS Interest List.
2. PASRR Redesign begins on May 24th. This process is to determine the appropriateness of placement to a nursing facility. Tri-County, as the Local IDD Authority, is responsible for ascertaining an IDD diagnosis through chart review and facilitating in an alternate placement or nursing facility placement, if recommended.

Support Information

- A. **Training:** Change Management training was provided to staff on April 25-26th.
- B. **Information Services:** Staff continue work to test the batch process of the Child and Adolescent Needs and Strengths (CANS) Assessment.
- C. **Quality Management:** Staff participated in one (1) managed care site visit conducted by Amerigroup at our Psychiatric Emergency Treatment Center. Staff continue to monitor and prepare for upcoming changes related to Texas Resilience and Recovery.
- D. **ETBHN/Regional Authorization:** The Regional Utilization Management Committee met on May 6th and reviewed reports for benchmarking purposes.
- E. **Veteran Affairs:** The Regional Veterans Services' Liaison is currently working with staff at Gulf Coast Center to schedule the next Operation Resilient Families Retreat, tentatively slotted for August.
- F. **Mental Health Planning Network Advisory Committee (MHPNAC):** The MHPNAC met on May 1st to discuss legislative updates and the impact of Texas Resilience and Recovery on our system.

Community Activities

- A. "May is Mental Health Month" proclamations were presented to the Commissioners' Courts in Liberty, Montgomery and Walker Counties.
- B. On May 23rd, representatives from Tri-County attended The Woodlands Church Career Fair in The Woodlands.

Agenda Item: Personnel Report for April 2013 Committee: Executive	Board Meeting Date May 23, 2013
Background Information: None	
Supporting Documentation: Personnel Report for April 2013	
Recommended Action: For Information Only	

**TRI-COUNTY SERVICES
PERSONNEL BOARD REPORT
APRIL 2013**

STAFF CLASSIFICATIONS	NEW HIRES		SEPARATED		VOLUNTARY SEPARATION		INVOLUNTARY SEPARATION		BUDGETED POSITIONS	FILLED POSITIONS	MONTHLY TURNOVER PERCENT	YEARLY TURNOVER PERCENT
	MO.	YTD.	MO.	YTD.	MO.	YTD.	MO.	YTD.				
Bachelor's												
Qualified Mental Health Professionals	1	9	4	14	2	8	2	6	80	70	6%	20%
Qualified Developmental Disability Professionals (State Title)	4	7	2	4	2	4			16	15	13%	27%
Licensed Staff		1		1		1			18	14	0%	7%
Medical												
Physicians	1	3		1		1			7	6	0%	17%
Advanced Practice Nurses				1		1			2	1	0%	50%
RN's	1	1	1	3		2	1	1	12	8	13%	38%
LVN's	1	2		1		1			10	10	0%	10%
Techs/Aides												
MH		2		2		2			17	11	0%	18%
IDD	1	4	1	3	1	2		1	35	32	3%	9%
Supervisor/Manager												
MH									14	13	0%	0%
IDD				1		1			7	7	0%	14%
Program Support	1	6	2	5	2	5			42	35	6%	14%
Central Administration	1	1		2				2	22	20	0%	10%
Business Services	1	1		1				1	14	14	0%	7%
Maintenance/Janitorial/Lawn	2	4		2		2			23	22	0%	9%
GRAND TOTALS	15	41	10	41	7	30	3	11	319	278	4%	15%
Previous YTD											3%	18%

Agenda Item: Approve April 2013 Financial Statements Committee: Business	Board Meeting Date May 23, 2013
Background Information: None	
Supporting Documentation: April 2013 Financial Statements	
Recommended Action: Approve April 2013 Financial Statements	

April 2013 Financial Summary

Revenues for April 2013 were \$2,262,822 and operating expenses were \$2,053,679 resulting in a gain in operation of \$209,143. Capital Expenditures and Extraordinary Expenses for April were \$48,575 resulting in a gain of \$160,568. Total revenues were 112.47% of the monthly budgeted revenues and total expenses were 102.19% of the monthly budgeted expenses.

Year to date revenues are \$16,588,910 and operating expenses are \$15,206,968 leaving excess operating revenues of \$1,381,942. YTD Capital Expenditures and Extraordinary Expenses are \$397,849 resulting in a gain YTD of \$984,093. Total revenues are 101.30% of the YTD budgeted revenues and total expenses are 98.30% of the YTD budgeted expenses.

REVENUES

YTD Revenue items that are below the budget by more than \$10,000:

Revenue Source	YTD Revenue	YTD Budget	% of Budget	\$ Variance
DSHS – Gen Rev - NGM	472,499	493,690	95.70%	21,191
DSHS – Outpatient Competency	111,165	138,668	80.16%	27,503

DSHS – Gen Rev – NGM – This line item is under budget for New Generation Medication. We are in the process of starting up our summer camp program for children, so we should be seeing this variance reduced over the next couple of months.

DSHS – Outpatient Competency Restoration – As we have reported over the last few months, we continue to have issues with no referrals to this program. This is a cost reimbursement program so we are not losing money, but not fully funded as we were anticipating.

EXPENSES

YTD Individual line expense items that exceed the YTD budget by more than \$10,000:

Expense Source	YTD Expenses	YTD Budget	% of Budget	\$ Variance
Contract Hospital - Adult	754,050	681,335	110.67%	72,715

Contract Hospital – Adult – This line represents the cost of clients being served at our contract inpatient hospital facilities. We continue to see an increase in the number of clients being diverted to these facilities based on the level of care required.

TRI-COUNTY SERVICES
CONSOLIDATED BALANCE SHEET
As of April 30, 2013

	TOTALS COMBINED FUNDS April 2013	TOTALS COMBINED FUNDS March 2013	Increase (Decrease)
ASSETS			
CURRENT ASSETS			
Imprest Cash Funds	5,825	5,025	800
Cash on Deposit-General Fund	10,127,920	10,994,679	(866,758)
Cash on Deposit-Debt Fund	279,633	236,390	43,243
Accounts Receivable	1,284,250	1,143,890	140,361
Inventory	5,601	5,132	469
TOTAL CURRENT ASSETS	11,703,230	12,385,116	(681,886)
FIXED ASSETS	6,084,978	6,084,978	-
OTHER ASSETS	63,495	49,018	14,476
TOTAL ASSETS	17,851,704	18,519,113	(667,409)
LIABILITIES, DEFERRED REVENUE, FUND BALANCES			
CURRENT LIABILITIES	1,184,392	1,677,984	(493,592)
NOTES PAYABLE	409,597	409,597	-
DEFERRED REVENUE	2,551,172	2,891,724	(340,552)
LONG-TERM LIABILITIES FOR			
Line of Credit - Tradition Bank	1,218,451	1,240,794	(22,343)
Bond Series 2004	410,000	410,000	-
EXCESS(DEFICIENCY) OF REVENUES OVER EXPENSES FOR			
General Fund	984,093	1,925,964	(941,871)
Debt Service Fund	-	-	-
FUND EQUITY			
RESTRICTED			
Net Assets Reserved for Debt Service	(2,034,247)	(2,056,590)	22,343
Reserved for Debt Retirement	1,230,000	1,230,000	-
Reserved for Debt Service	-	-	-
COMMITTED			
Net Assets-Property and Equipment	6,066,064	6,066,064	-
Reserved for Board Policy Requirements	879,405	879,405	-
Reserved for Equipment Reserve	354,290	354,290	-
Reserved for Inventory Reserve	32,973	32,973	-
Reserved for Operations and Programs	2,000,000	2,000,000	-
ASSIGNED			
Reserved for Workers' Compensation	274,409	274,409	-
Reserved for Current Year Budgeted Reserve	49,332	43,165	6,167
Reserved for Insurance Deductibles	100,000	100,000	-
UNASSIGNED			
Unrestricted and Undesignated	2,141,773	1,039,334	1,102,439
TOTAL LIABILITIES/FUND BALANCE	17,851,704	18,519,113	(667,410)

**TRI-COUNTY SERVICES
CONSOLIDATED BALANCE SHEET
As of April 30, 2013**

	General Operating Funds	TOTALS	
		Memorandum Only	
		April 2013	Final August 2012
ASSETS			
CURRENT ASSETS			
Imprest Cash Funds	5,825	5,825	5,125
Cash on Deposit-General Fund	10,127,920	10,127,920	6,181,561
Cash on Deposit-Debt Fund	279,633	279,633	429,586
Accounts Receivable	1,284,250	1,284,250	1,706,732
Inventory	5,601	5,601	3,600
TOTAL CURRENT ASSETS	11,703,230	11,703,230	8,326,604
FIXED ASSETS	6,084,978	6,084,978	6,066,064
OTHER ASSETS	63,495	63,495	42,755
AMOUNT TO BE PROVIDED FOR THE RETIREMENT OF LONG TERM DEBT		-	
TOTAL ASSETS	17,851,704	17,851,704	14,435,423
LIABILITIES, DEFERRED REVENUE, FUND BALANCES			
CURRENT LIABILITIES	1,184,392	1,184,392	1,195,517
NOTES PAYABLE	409,597	409,597	409,597
DEFERRED REVENUE	2,551,172	2,551,172	157,192
LONG-TERM LIABILITIES FOR			
Line of Credit - Tradition Bank	1,218,451	1,218,451	1,395,837
Bond Series 2004	410,000	410,000	820,000
EXCESS(DEFICIENCY) OF REVENUES OVER EXPENSES FOR			
General Fund	984,093	984,093	1,102,439
Debt Service Fund	-	-	-
FUND EQUITY			
RESTRICTED			
Net Assets Reserved for Debt service-Restricted	(2,034,247)	(2,034,247)	(2,621,633)
Reserved for Debt Retirement	1,230,000	1,230,000	1,230,000
Reserved for Debt Service	-	-	-
COMMITTED			
Net Assets-Property and Equipment-Committed	6,066,064	6,066,064	6,066,064
Reserved for Board Policy Requirements-Committed	879,405	879,405	879,405
Reserved for Equipment Reserve-Committed	354,290	354,290	354,290
Reserved for Inventory Reserve-Committed	32,973	32,973	32,973
Reserved for Operations and Programs -Committed	2,000,000	2,000,000	2,000,000
ASSIGNED			
Reserved for Workers' Compensation-Assigned	274,409	274,409	274,409
Reserved for Current Year Budgeted Reserve -Assigned	49,332	49,332	-
Reserved for Insurance Deductibles-Assigned	100,000	100,000	100,000
UNASSIGNED			
Unrestricted and Undesignated	2,141,773	2,141,773	1,039,334
TOTAL LIABILITIES/FUND BALANCE	17,851,704	17,851,704	14,435,423

TRI-COUNTY SERVICES
Revenue and Expense Summary
For the Month Ended April 2013
and YTD as of April 2013

INCOME:	MONTH OF April 2013	YTD April 2013
Local Revenue Sources	314,337	1,213,375
Earned Income	868,268	6,996,211
General Revenue-Contract	1,080,217	8,379,324
TOTAL INCOME	2,262,822	16,588,910
EXPENSES:		
Salaries	1,072,377	7,916,986
Employee Benefits	183,147	1,473,682
Medication Expense	22,848	192,550
Travel-Board/Staff	42,164	264,123
Building Rent/Maintenance	18,797	177,202
Consultants/Contracts	500,968	3,620,874
Other Operating Expenses	213,377	1,561,551
TOTAL EXPENSES	2,053,679	15,206,968
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	209,143	1,381,942
CAPITAL EXPENDITURES		
Capital Outlay-FF&E, Automobiles, Building	13,093	113,993
Capital Outlay-Debt Service Bonds	35,482	283,857
TOTAL CAPITAL EXPENDITURES	48,575	397,849
GRAND TOTAL EXPENDITURES	2,102,254	15,604,817
Excess (Deficiency) of Revenues and Expenses	160,568	984,093

TRI-COUNTY SERVICES
Revenue and Expense Summary
Compared to Budgeted
Year to Date as of April 2013

	YTD April 2013	APPROVED BUDGET	Increase (Decrease)
INCOME:			
Local Revenue Sources	1,213,375	989,692	223,683
Earned Income	6,996,211	7,039,340	(43,129)
General Revenue-Contract	8,379,324	8,346,550	32,774
TOTAL INCOME	16,588,910	16,375,582	213,328
EXPENSES:			
Salaries	7,916,986	7,935,534	(18,548)
Employee Benefits	1,473,682	1,506,910	(33,228)
Medication Expense	192,550	211,711	(19,161)
Travel-Board/Staff	264,123	267,586	(3,463)
Building Rent/Maintenance	177,202	183,666	(6,464)
Consultants/Contracts	3,620,874	3,721,425	(100,551)
Other Operating Expenses	1,561,551	1,619,207	(57,656)
TOTAL EXPENSES	15,206,968	15,446,039	(239,071)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	1,381,942	929,543	452,399
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	113,993	144,756	(30,763)
Capital Outlay-Debt Service Bonds	283,857	283,813	44
TOTAL CAPITAL EXPENDITURES	397,849	428,569	(30,720)
GRAND TOTAL EXPENDITURES	15,604,817	15,874,608	(269,791)
Excess (Deficiency) of Revenues and Expenses	984,093	500,974	483,119

Debt Service and Fixed Asset Fund:

Bond Payments Receipts	283,857	283,813	44
Bond Payments Disbursements		-	-
Interest Income			
Excess(Deficiency) of revenues over Expense:	283,857	283,813	44

TRI-COUNTY SERVICES
Revenue and Expense Summary
Compared to Budget
For the Month Ended April 2013

INCOME:	MONTH OF April 2013	APPROVED BUDGET	Increase (Decrease)
Local Revenue Sources	314,337	111,694	202,643
Earned Income	868,268	858,219	10,049
General Revenue-Contract	1,080,217	1,042,011	38,206
TOTAL INCOME	2,262,822	2,011,924	250,898
EXPENSES:			
Salaries	1,072,377	1,024,381	47,996
Employee Benefits	183,147	193,199	(10,052)
Medication Expense	22,848	28,214	(5,366)
Travel-Board/Staff	42,164	36,711	5,453
Building Rent/Maintenance	18,797	21,167	(2,370)
Consultants/Contracts	500,968	484,093	16,875
Other Operating Expenses	213,377	214,679	(1,302)
TOTAL EXPENSES	2,053,679	2,002,444	51,235
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	209,143	9,480	199,663
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	13,093	20,145	(7,052)
Capital Outlay-Debt Service Bonds	35,482	35,493	(11)
TOTAL CAPITAL EXPENDITURES	48,575	55,638	(7,063)
GRAND TOTAL EXPENDITURES	2,102,254	2,058,082	44,172
Excess (Deficiency) of Revenues and Expenses	160,568	(46,158)	206,726

Debt Service and Fixed Asset Fund:

Bond Payments Receipts	35,482	35,493	(11)
Bond Payments Disbursements		-	-
Interest Income			
Excess(Deficiency) of revenues over Expenses	35,482	35,493	(11)

TRI-COUNTY SERVICES
Revenue and Expense Summary
With April 2012 Comparative Data
Year to Date as of April 2013

INCOME:	YTD April 2013	YTD April 2012	Increase (Decrease)
Local Revenue Sources	1,213,375	1,234,711	(21,336)
Earned Income	6,996,211	6,207,194	789,017
General Revenue-Contract	8,379,324	7,364,187	1,015,137
TOTAL INCOME	16,588,910	14,806,092	1,782,818
EXPENSES:			
Salaries	7,916,986	7,438,880	478,106
Employee Benefits	1,473,682	1,493,504	(19,822)
Medication Expense	192,550	184,662	7,888
Travel-Board/Staff	264,123	233,714	30,409
Building Rent/Maintenance	177,202	185,082	(7,880)
Consultants/Contracts	3,620,874	3,079,367	541,507
Other Operating Expenses	1,561,551	1,521,530	40,021
TOTAL EXPENSES	15,206,968	14,136,739	1,070,229
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	1,381,942	669,353	712,589
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	113,993	11,722	102,271
Capital Outlay-Debt Service Bonds	283,857	293,180	(9,323)
TOTAL CAPITAL EXPENDITURES	397,849	304,902	92,947
GRAND TOTAL EXPENDITURES	15,604,817	14,441,641	1,163,176
Excess (Deficiency) of Revenues and Expenses	984,093	364,451	619,642

Debt Service and Fixed Asset Fund:

Bond Payments Receipts	283,857	293,180	(9,323)
Bond Payments Disbursements			-
Interest Income			-
Excess(Deficiency) of revenues over Expenses	283,857	293,180	(9,323)

TRI-COUNTY SERVICES
Revenue and Expense Summary
With April 2012 Comparative Data
For the Month April 2013

INCOME:	MONTH OF April 2013	MONTH OF April 2012	Increase (Decrease)
Local Revenue Sources	314,337	130,323	184,014
Earned Income	868,268	819,148	49,120
General Revenue-Contract	1,080,217	947,357	132,860
TOTAL INCOME	2,262,822	1,896,828	365,994
EXPENSES:			
Salaries	1,072,377	957,309	115,068
Employee Benefits	183,147	182,880	267
Medication Expense	22,848	31,706	(8,858)
Travel-Board/Staff	42,164	36,007	6,157
Building Rent/Maintenance	18,797	33,637	(14,840)
Consultants/Contracts	500,968	417,503	83,465
Other Operating Expenses	213,377	179,226	34,151
TOTAL EXPENSES	2,053,679	1,838,268	215,411
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	209,143	58,560	150,583
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	13,093	4,321	8,772
Capital Outlay-Debt Service Bonds	35,482	35,598	(116)
TOTAL CAPITAL EXPENDITURES	48,575	39,919	8,656
GRAND TOTAL EXPENDITURES	2,102,254	1,878,187	224,067
Excess (Deficiency) of Revenues and Expenses	160,568	18,641	141,927

Debt Service and Fixed Asset Fund:

Bond Payments Receipts	35,482	35,598	(116)
Bond Payments Disbursements			-
Interest Income			-
Excess(Deficiency) of revenues over Expenses	35,482	35,598	(116)

TRI-COUNTY SERVICES
Revenue and Expense Summary
With March 2013 Comparative Data
As of April 2013

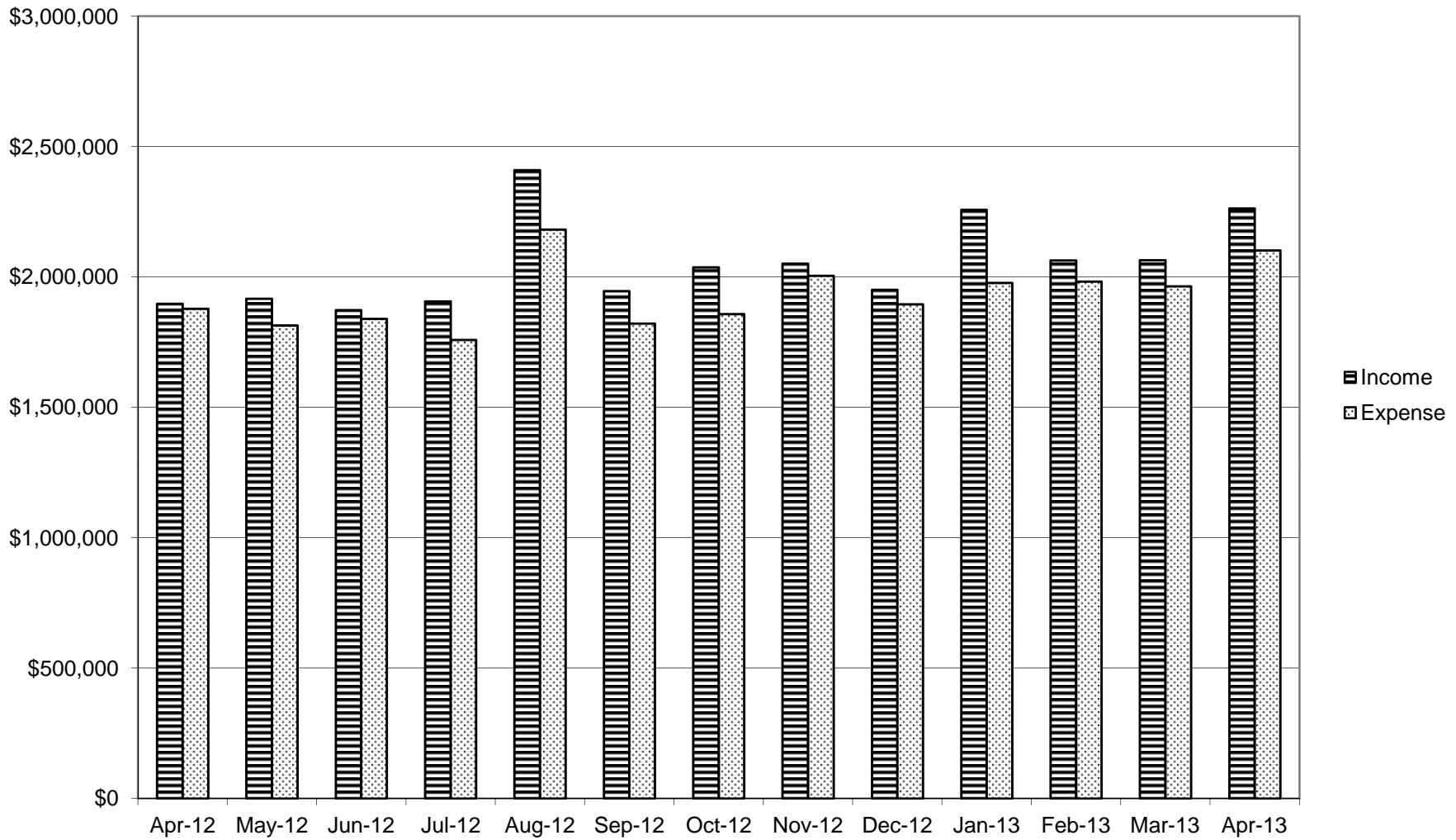
INCOME:	MONTH OF April 2013	MONTH OF March 2013	Increase (Decrease)
Local Revenue Sources	314,337	118,754	195,582
Earned Income	868,268	882,268	(14,000)
General Revenue-Contract	1,080,217	1,063,685	16,532
TOTAL INCOME	2,262,822	2,064,707	198,115
EXPENSES:			
Salaries	1,072,377	944,178	128,199
Employee Benefits	183,147	136,147	47,000
Medication Expense	22,848	19,915	2,934
Travel-Board/Staff	42,164	35,590	6,575
Building Rent/Maintenance	18,797	56,289	(37,491)
Consultants/Contracts	500,968	451,226	49,743
Other Operating Expenses	213,377	207,667	5,710
TOTAL EXPENSES	2,053,679	1,851,011	202,668
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	209,143	213,696	(4,553)
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	13,093	77,933	(64,840)
Capital Outlay-Debt Service Bonds	35,482	35,482	-
TOTAL CAPITAL EXPENDITURES	48,575	113,415	(64,840)
GRAND TOTAL EXPENDITURES	2,102,254	1,964,425	137,828
Excess (Deficiency) of Revenues and Expenses	160,568	100,281	60,286

Debt Service and Fixed Asset Fund:			
Bond Payments Receipts	35,482	35,482	-
Bond Payments Disbursements			-
Interest Income			
Excess(Deficiency) of revenues over Expenses	35,482	35,482	-

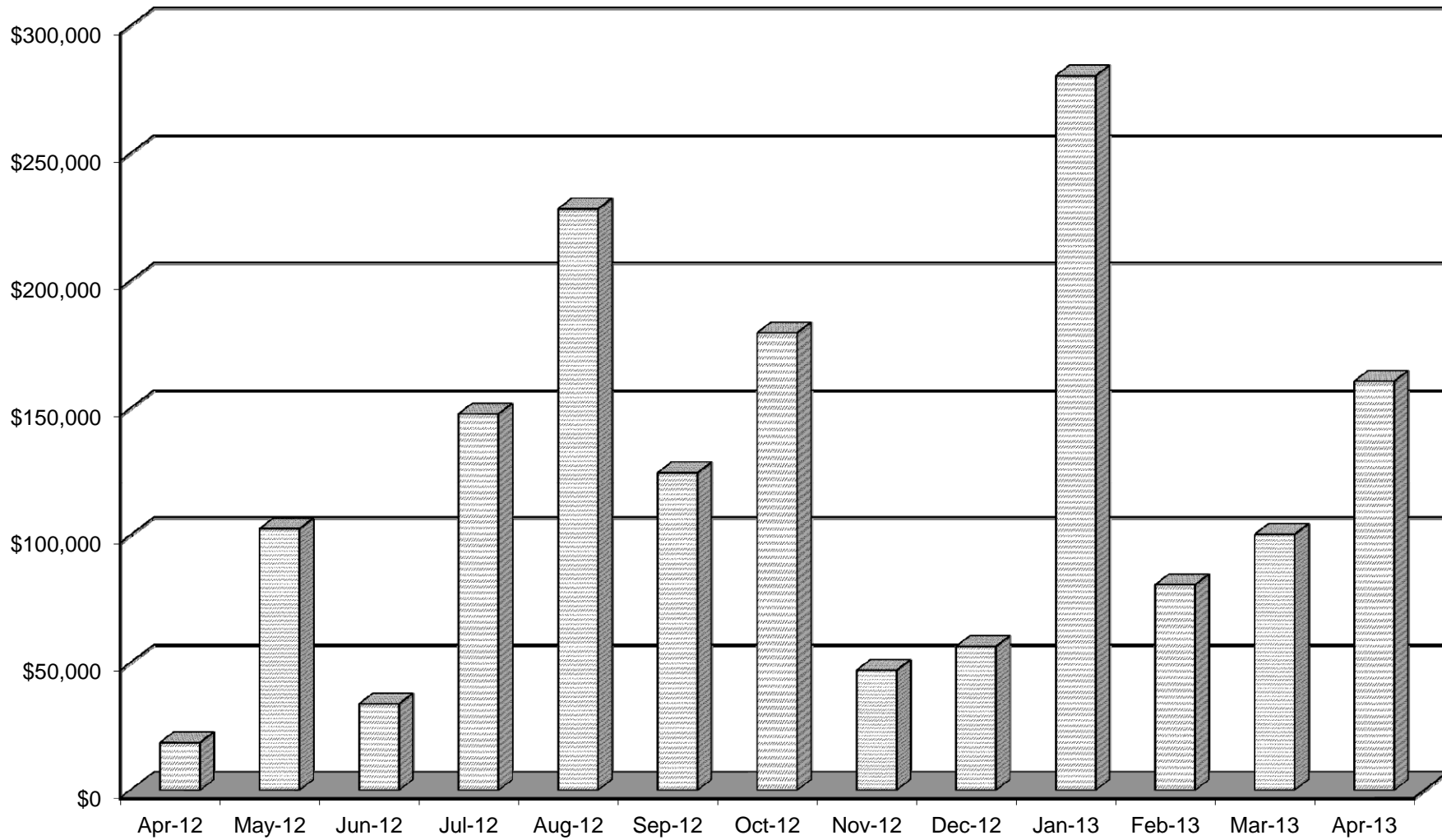
TRI-COUNTY SERVICES
Revenue and Expense Summary by Service Type
Compared to Budget
As of YTD Ended April 2013

	YTD Mental Health April 2013	YTD IDD April 2013	YTD Other Services April 2013	YTD Agency Total April 2013	YTD Approved Budget April 2013	Increase (Decrease)
INCOME:						
Local Revenue Sources	759,861	223,994	229,520	1,213,375	989,692	223,683
Earned Income	1,963,546	4,215,765	816,900	6,996,211	7,039,340	(43,129)
General Revenue-Contract	7,446,994	932,330	-	8,379,324	8,346,550	32,774
TOTAL INCOME	10,170,401	5,372,089	1,046,420	16,588,910	16,375,582	213,328
EXPENSES:						
Salaries	5,610,323	1,651,232	655,430	7,916,986	7,935,534	(18,548)
Employee Benefits	1,027,569	316,067	130,047	1,473,682	1,506,910	(33,228)
Medication Expense	184,745	-	7,805	192,550	211,711	(19,161)
Travel-Board/Staff	170,586	65,982	27,555	264,123	267,586	(3,463)
Building Rent/Maintenance	104,407	59,308	13,487	177,202	183,666	(6,464)
Consultants/Contracts	1,157,608	2,422,884	40,381	3,620,874	3,721,425	(100,551)
Other Operating Expenses	1,029,154	379,314	153,084	1,561,551	1,619,207	(57,656)
TOTAL EXPENSES	9,284,392	4,894,787	1,027,789	15,206,968	15,446,039	(239,071)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	886,009	477,302	18,631	1,381,942	929,543	452,399
CAPITAL EXPENDITURES						
Capital Outlay-FF&E, Automobiles	64,087	32,837	17,069	113,993	144,756	(30,763)
Capital Outlay-Debt Service Bonds	174,387	79,216	30,253	283,857	283,813	44
TOTAL CAPITAL EXPENDITURES	238,474	112,053	47,322	397,849	428,569	(30,719)
GRAND TOTAL EXPENDITURES	9,522,866	5,006,840	1,075,111	15,604,817	15,874,608	(269,790)
Excess (Deficiency) of Revenues and Expenses	647,535	365,249	(28,691)	984,093	500,974	483,118
Debt Service and Fixed Asset Fund:						
Bond Payments Receipts	174,387	79,216	30,253	283,857	283,813	(109,426)
Bond Payments Disbursements	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-
Excess(Deficiency) of revenues over Expenses	174,387	79,216	30,253	283,857	283,813	(109,426)

TRI-COUNTY SERVICES Income and Expense



TRI-COUNTY SERVICES
Income after Expense



Agenda Item: Select Auditor for FY 2013 Independent Audit	Board Meeting Date May 23, 2013														
Committee: Business															
Background Information: Each year, Tri-County MHMR Services is required to select an outside auditor for our financial audit. We have previously used the following auditors:															
<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;">FY 1992</td> <td style="padding: 5px;">Pircher and Co.</td> </tr> <tr> <td style="padding: 5px;">FY 1988 - 1993</td> <td style="padding: 5px;">Kenneth Davis</td> </tr> <tr> <td style="padding: 5px;">FY 1999</td> <td style="padding: 5px;">Vetter & Taboada, P.C.</td> </tr> <tr> <td style="padding: 5px;">FY 2000 - 2003</td> <td style="padding: 5px;">David N. Miller, LLP</td> </tr> <tr> <td style="padding: 5px;">FY 2004 - 2006</td> <td style="padding: 5px;">McConnell & Jones, LLP</td> </tr> <tr> <td style="padding: 5px;">FY 2007 - 2010</td> <td style="padding: 5px;">David N. Miller, LLP</td> </tr> <tr> <td style="padding: 5px;">FY 2011 - 2012</td> <td style="padding: 5px;">Carlos Taboada & Company, P.C. (Carlos Taboada previously worked for David N. Miller, LLP and opened his own business 7/11.)</td> </tr> </table>		FY 1992	Pircher and Co.	FY 1988 - 1993	Kenneth Davis	FY 1999	Vetter & Taboada, P.C.	FY 2000 - 2003	David N. Miller, LLP	FY 2004 - 2006	McConnell & Jones, LLP	FY 2007 - 2010	David N. Miller, LLP	FY 2011 - 2012	Carlos Taboada & Company, P.C. (Carlos Taboada previously worked for David N. Miller, LLP and opened his own business 7/11.)
FY 1992	Pircher and Co.														
FY 1988 - 1993	Kenneth Davis														
FY 1999	Vetter & Taboada, P.C.														
FY 2000 - 2003	David N. Miller, LLP														
FY 2004 - 2006	McConnell & Jones, LLP														
FY 2007 - 2010	David N. Miller, LLP														
FY 2011 - 2012	Carlos Taboada & Company, P.C. (Carlos Taboada previously worked for David N. Miller, LLP and opened his own business 7/11.)														
The FY 2006 DSHS and DADS Performance Contracts state that the center shall "engage the same audit firm for no more than any six (6) consecutive years from the initial date of engagement."															
The Business Committee is recommending Scott, Singleton & Fincher.															
Supporting Documentation: None															
Recommended Action: Approve Scott, Singleton & Fincher as auditor for FY 2013 and Direct Staff to Solicit an Audit Engagement Letter from Scott, Singleton & Fincher															

Agenda Item: Refinance of PETC Construction Loan Committee: Business	Board Meeting Date May 23, 2013
Background Information: <p>In June 2010, we took out a loan of \$1,700,000 for the construction of the PETC. The term of the loan was 3 years at 3% interest secured by a Certificate of Deposit for the same amount earning 2.25% interest. The loan will come due in June. The balance due at this time is approximately \$1,200,000. We would like to refinance the loan. We have received quotes from both Tradition and JPMorgan Chase Bank for refinance terms as follows:</p> <ul style="list-style-type: none"> • Tradition Bank – 5 year loan at 2.24% secured by Certificate of Deposit of same amount earning 1.24%. Monthly payment approximately \$21,160. Simple loan can be completed in a couple of days. • JPMorgan Chase Bank – 5 year loan at 2.00% secured by Certificate of Deposit of same amount earning 0.85%. Monthly payment approximately \$21,035. Would require a letter of opinion by a law firm costing roughly \$5,000 and loan process would take up to 3 weeks. <p>Based on the above rate quotes, staff recommends that we refinance with Tradition Bank. If there is a change in these rates, staff will provide updated information at the Board meeting.</p>	
Supporting Documentation: None	
Recommended Action: Authorize Executive Director to Refinance Balance of PETC Construction Loan with Tradition Bank	

<p>Agenda Item: Approve 5th Payment of Non-Refundable Option Money to the Property Owner for the Independence Oaks Project Site</p> <p>Committee: Business</p>	<p>Board Meeting Date</p> <p>May 23, 2013</p>
<p>Background Information:</p>	
<p>After Board approval, Cindy Sill signed an Option to Purchase for a piece of property in Cleveland. The initial term of the Option would have expired June 30, 2012, but the Board authorized Cindy Sill to extend the option for 3 months in June, September and December. Following the 4th option extension, the agreement was extended by Evan Roberson, as approved by the Board at the March 2013 Board meeting. An additional payment is due by June 30, 2013 to extend the option to September 30, 2013.</p>	
<p>An Extension to the Property Option was developed and approved by David Deaton of Jackson Walker.</p>	
<p>Staff met with the City of Cleveland to request a parking variance for the Cleveland property on Monday, May 3rd. The City did not voice any concerns with approving the variance request. After the meeting with the City, staff met at the project site and reviewed a few remaining site-related questions.</p>	
<p>We have received word that HUD has begun processing the Firm Commitment and this indicates that the project is moving forward as expected. We are still awaiting word from the Meadows Foundation regarding our request for supplemental funding.</p>	
<p>The next CSHI Board meeting is scheduled for May 29, 2013.</p>	
<p>Supporting Documentation:</p>	
<p>None</p>	
<p>Recommended Action:</p>	
<p>Approve 5th Payment of Non-Refundable Option Money to the Property Owner for the Independence Oaks Project Site</p>	

<p>Agenda Item: Ratify Amendment One to the Medicaid Provider Agreement, DADS Contract #001019628 (PASRR)</p> <p>Committee: Business</p>	<p>Board Meeting Date</p> <p>May 23, 2013</p>
<p>Background Information:</p> <p>As we have discussed over the last few months, the State of Texas was found to be out of compliance with Federal screening requirements for admission of persons with mental illness or intellectual disabilities into nursing homes. The state is required to implement a Preadmission Screening and Resident Review (PASRR) "to ensure that any individual seeking admission into a Medicaid-certified nursing facility or currently residing in a nursing facility is screened and evaluated..."</p> <p>This contract amendment is with the Department of Aging and Disability Services (DADS), but it covers both IDD and MH screening activity.</p> <p>After seeking additional clarification from DADS, Evan Roberson visited with the Board Chair, Mr. David Walker, about signing the contract amendment since it needed to be returned by May 10, 2013.</p>	
<p>Supporting Documentation:</p> <p>Amendment One to the Medicaid Provider Agreement for the Provision of Intellectual Disability Service Coordination between the Department of Aging and Disability Services and Tri-County MHMR Services</p>	
<p>Recommended Action:</p> <p>Ratify Amendment One to the Medicaid Provider Agreement, DADS Contract #001019628 (PASRR)</p>	

Amendment One
to the Medicaid Provider Agreement for the Provision of
Intellectual Disability¹ Service Coordination between the
Department of Aging and Disability Services
and Tri-County MHMR Services

This Amendment to the agreement referenced above (Agreement) is between the Department of Aging and Disability Services (Department) and Tri-County MHMR Services D/B/A Tri-County Services, a Program Provider. (Department and Program Provider, collectively, the "parties," each a "party.")

The following terms and conditions and the terms and conditions in the Agreement apply to the services to be provided by Program Provider and the full performance of Program Provider's other obligations under this Agreement. The parties agree as follows:

Section 1. Background/Purpose

Preadmission Screening and Resident Review (PASRR) is a federally mandated screening process. Each state is required to comply with Code of Federal Regulations Title 42, Part 483, Subpart C to ensure that any individual seeking admission into a Medicaid-certified nursing facility (NF) or currently residing in a NF is screened and evaluated for mental illness, intellectual disability, and developmental disabilities (MI, ID and DD, respectively), regardless of the source of payment or Medicaid eligibility. The screening assures appropriate placement of persons known or suspected of having a mental impairment(s) and also that the individual needs of mentally impaired persons can be and are being met in the appropriate placement environment

This Amendment sets forth the Program Provider's responsibilities in the PASRR process.

Section 2. Amendments

Article II, is amended to add Sections CC and DD, which shall read:

CC. Perform and comply with the following PASRR activities, functions, and requirements:

- (1) continue to be designated as the local mental health authority in accordance with Section 533.035(a), *Health and Safety Code*;
- (2) comply with all federal and state laws, rules and regulations relating to PASRR, including, without limitation, 40 *Texas Administrative Code* (TAC), Chapter 17, and 1 TAC Chapter 355, Subchapter F;
- (3) comply with the following documents promulgated by the Department as they may apply to PASRR:

¹ Except to the extent incorporated as part of a name or statute, all other references in the Agreement to the phrase "Mental Retardation" are hereby changed to "Intellectual Disability." This change is consistent with the Department's Person First Respectful Language initiative.

- a. provider manuals or handbooks;
 - b. billing guidelines; and
 - c. provider communications, including information letters and policy clarifications;
- (4) accept the current PASRR Level II Evaluation reimbursement rate or rates as it may hereafter be amended, as payment in full for performance under this Agreement, and to make no additional charge to the individual, any member of the individual's family, the Department, or any other source, including third party payor;
- (5) designate in writing to the Department the names and contact information (phone, fax, and email) of primary and secondary PASRR contact persons (collectively "PASRR contact persons") for PASRR activities relating to individuals suspected of having:
- a. ID or DD;
 - b. MI; and
 - c. a combination of MI and ID or DD;
- (6) inform the Department in writing of any change to the name or contact information of the PASRR contact persons within three business days of the change;
- (7) check the Long-Term Care Online Portal daily to retrieve referrals for PASRR Level II evaluations;
- (8) retain all documentation including paper and electronic records of each individual served under this Agreement for a period of six years;
- (9) maintain a working fax line for communicating with referring entities and nursing facilities identified for PASSR activities; and
- (10) except for subsections A, D, E, O, and P of Section II of the Agreement, comply with all other requirements of the Agreement in the performance of PASRR Level II evaluations and related activities. Program Provider must continue to comply with Section II in its entirety in the performance of ID Service Coordination services.

DD. Comply with the Department's instructions for:

- (1) sending notice of denial or termination of specialized services;
- (2) handling requests for a fair hearing if specialized services are denied or terminated; and
- (3) participating in a fair hearing as the representative for the Department.

Article V, is further amended to add Sections M and N, which shall read:

M. In addition to other rights provided under this Agreement, the Department may also impose one or more of the remedies or sanctions described below for non-compliance with a requirement under Section CC or DD of this Agreement:

- (1) require the Program Provider to submit a corrective action plan (CAP) to the Department for noncompliance with a contract requirement within 30 calendar days after receiving a notice of each deficiency. The CAP must include the following:
 - a. the date by which the deficiency will be corrected not to exceed 30 days. The Department may designate the timeframe to correct the deficiency;

- b. identification of the party responsible for ensuring the deficiency is corrected;
 - c. the actions that have been or will be taken to correct the deficiency; and
 - d. a description of the systematic change and monitoring system implemented to ensure the deficiency does not re-occur, including frequency of monitoring and the party responsible for monitoring;
- (2) impose special conditions or restrictions following identification of a deficiency;
 - (3) require the Program Provider to retain a consultant or obtain technical training or assistance or managerial assistance;
 - (4) require submission of additional, more detailed financial or programmatic reports;
 - (5) impose any other remedies provided by law; and/or
 - (6) impose financial sanctions for failing to timely and properly complete a PASRR Level II evaluation and perform related activities as required under 40 TAC §17.303 and this Agreement, if appropriate under *Health and Safety Code* §534.059, or other statutory authority.
- N. The Department shall send notice to the Program Provider of the Provider's alleged contract noncompliance. The Program Provider may submit a written request for an informal review to the Department of the imposition of a remedy. The request for the informal review must be received within 10 business days after the date of receipt of the notice. The request for informal review must demonstrate that the allegation of noncompliance is invalid or that the allegation does not warrant the imposition of the remedy. If a timely request for informal review is not submitted, the Department will impose the remedy. A timely request for informal review of a remedy based on failure to submit information must include written proof that the Provider submitted the information by the due date.

Section 3. Effective date of this Amendment

This Amendment is effective on May 24, 2013.

Section 4. Terms Remain in Effect

The parties agree the terms of the Agreement shall remain in effect and continue to govern except to the extent modified in this Amendment.

Section 5. Incorporation of Amendment

By signing this Amendment the parties expressly understand and agree this Amendment is hereby made a part of the Agreement, as though it were set out word for word in the Agreement.

Section 6. Amendment Execution

The parties may sign this Amendment in counterparts, each of which will be deemed an original but all of which together will constitute one document. Electronically transmitted signatures will be deemed originals for all purposes relating to the Agreement.

State of Texas
Travis County

DADS Contract No. 001019628
Component Code: 380

The Department and the Program Provider represent that each party has caused this Amendment to be signed and delivered by its respective authorized representative.

Department of Aging and Disability Services

Tri-County MHMR Services D/B/A
Tri-County Services

Authorized signature

Authorized signature

Carol Sloan
Type/Print Name

Evan Roberson
Type/Print Name

Interim Assistant Commissioner
Title

Executive Director
Title

Date

Date

<p>Agenda Item: Authorize Executive Director to Execute Medicaid Provider Agreements for Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) Services</p> <p>Committee: Business</p>	<p>Board Meeting Date</p> <p>May 23, 2013</p>
<p>Background Information:</p> <p>As you are aware, Tri-County has eight (8) licensed six-bed Intermediate Care Facility homes for Individuals with Intellectual Disabilities (ICF/IID). There are three (3) of these homes in Montgomery County, four (4) homes in Liberty County and one (1) home in Walker County.</p> <p>On May 16, 2012, the Centers for Medicare & Medicaid Services (CMS) published a final rule of CMS regulations that have been identified as unnecessary, obsolete, or excessively burdensome on health care providers and beneficiaries (The Burden Reduction Rule). This final rule was intended to increase the ability of health care professionals to devote resources to improving patient care, by eliminating or reducing requirements that impede quality patient care or that divert resources away from providing the delivery of quality patient care.</p> <p>The Burden Reduction Rule eliminated the requirement for a time-limited (annual) agreement for certification of ICF/IIDs and replaced the requirement with an open-ended agreement for certification. These agreements will remain in effect as long as the facility remains in compliance with Conditions Of Participation (COPs).</p> <p>The Department of Aging and Disability Services (DADS) has provided us with Medicaid Provider Agreements for each of our eight (8) homes. The agreement for each home must be signed and returned to DADS by the close of business on May 31, 2013 if we want to continue participating in this program.</p>	
<p>Supporting Documentation:</p> <p>Medicaid Provider Agreement for Intermediate Care Facility (Example: Avenue B House)</p>	
<p>Recommended Action:</p> <p>Authorize Executive Director to Execute Medicaid Provider Agreements for Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) Services</p>	

State of Texas §
County of Travis §

**Department of Aging and Disability Services
Medicaid Provider Agreement for Intermediate Care Facility for Individuals with Intellectual
Disabilities (ICF/IID) Services**

TRI-COUNTY MHMR SERVICES

(Name of Legal Entity)

AVENUE B HOUSE

(Name of Facility)

201 AVE B RTE 3 BOX 65 P

(Street Address)

LIBERTY

TEXAS

77575

(City)

(State)

(ZIP Code)

398201

3982

(Provider No.)

(Facility No.)

I.

The Department of Aging and Disability Services (Department) represents the Health and Human Services Commission (HHSC), the Texas single state agency for Medicaid services provided under this agreement. The Department, as the representative for HHSC, administers the Long-Term Care Program under the Texas Medical Assistance Program in accordance with Title XIX of the Social Security Act and Texas Human Resources Code, Title 2, Chapter 32.

The Department and the above legal entity (Provider) licensed or certified to operate the above Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) (facility) enter into this provider agreement (agreement) for the consideration set forth below upon signatures of both parties, effective **the First Day of June 2013**, and continuing until terminated as provided herein, in the Department's rules, or in federal rules and laws.

II.

The Provider agrees:

In General

- A. To provide ICF/IID services and activities as defined in Title XIX of the Social Security Act and Title 40, Texas Administrative Code (TAC), Part 1, Chapter 9, to residents the Department determines eligible for such services.
- B. To comply with all applicable federal and Texas statutes and rules, including the following:
- 1195. Title 42, Code of Federal Regulations (CFR), Chapter IV;
 - 1196. Texas Human Resources Code, Title 2, Chapter 32;
 - 1197. Texas Human Resources Code, Title 8, Chapter 121;
 - 1198. Texas Health and Safety Code, Title 4, Chapters 250, 252, and 253;
 - 1199. Title 40, Texas Administrative Code (TAC), Part 1, Chapters 6 and 9; and
 - 1200. Title 1, Texas Administrative Code (TAC), Part 15, Chapter 355.

- C. To comply with the following documents promulgated by the Department:
1. applicable provider manuals or handbooks;
 2. applicable billing guidelines; and
 3. applicable provider communications, including provider letters, information letters and policy clarifications.
- D. To ensure the confidentiality of individual resident records and other information relating to the resident in accordance with applicable federal and Texas laws and rules. This provision shall not be construed as limiting the Department's access to resident records or other information relating to residents.

Updating DADS

- A. To disclose information on ownership and control, information related to business transactions and information on persons convicted of crimes in accordance with 42 CFR, Part 455, Subpart B, and to submit updated ownership and control disclosures within ten business days of a change in ownership or control interest and at any time within 35 days of a written request by the Department, HHSC or the U.S. Department of Health and Human Services (HHS).
- B. To keep its application for participation in the Medicaid ICF/IID program current by informing the Department in writing of:
1. a change of ownership or a change in the Provider's legal entity that directly or indirectly changes the legal entity responsible for fulfilling this agreement at least 30 calendar days prior to the date of the change;
 2. a change in the name of the person authorized to negotiate, execute, amend or terminate this agreement on behalf of the Provider within 30 calendar days of the date of the change; and
 3. a change in the name, telephone number, fax number or e-mail address of the Provider's contact person or the name of the Provider, if the change is not a change in the Provider's legal entity, within 14 calendar days of the date of the change.
- C. To keep its provider certifications current by informing the Department in writing immediately if the Provider learns that any of the certifications were erroneous when submitted and within five business days of a change that causes the certifications to become erroneous by reason of changed circumstances.
- D. To notify the Department in writing:
1. if the Provider files for bankruptcy within 14 calendar days of the filing date;
 2. if a person with ownership or control interest, a managing employee or an agent, as those terms are defined in 42 CFR §455.101, is convicted of an offense listed in 40 TAC §99.2 within 14 calendar days of the date of conviction; and
 3. immediately if the Provider is excluded from participation in Medicare, Medicaid or any federal or state health care program in accordance with §1128(a) or (b) of the Social Security Act (42 USC §1320a-7).

Claims

- A. To accept the Department's reimbursement rates as payment in full for the services specified in this agreement provided to a resident for whom a payment is received, and to make no additional charge to the resident, any member of the resident's family or to any other source for any supplementation for such services, unless specifically allowed by Department rules.
- B. To submit claims for payment in accordance with Department and HHSC Claims Administrator billing guidelines applicable to the services under the agreement.
- C. That the Department may make proper adjustments to the Provider's payments from month to month to compensate for prior overpayments, underpayments or payments not made in

accordance with the requirements of this agreement. The Provider further agrees the Department may withhold Provider's payments, in whole or in part, because of differences from whatever cause until such differences are resolved.

- D. That the Provider is responsible for payment of any valid audit exceptions found by the Department, HHSC, HHS or the Texas Office of the Attorney General's Medicaid Fraud Control Unit (OAG-MFCU).
- E. That in accordance with §403.0551, Texas Government Code, and unless otherwise prohibited by any other law, any payments due to the Provider under this agreement will be first applied toward any debt or back taxes the Provider owes the state of Texas. Payments will be so applied until such debts and back taxes are paid in full.

Provisions Governing Staff and Subcontractors

- A. To require any subcontractor to execute documents that bind the subcontractor to comply with the provisions of this agreement. Subcontractor means an individual or entity to which the Provider has contracted with or delegated some of its management functions or responsibilities of providing all or a part of the services required of the Provider under this agreement.
- B. That it is responsible for the behavior of its staff and subcontractors to ensure a violence-free contractual relationship. The Provider understands that any remarks, gestures or actions toward Department employees, volunteers or clients that carry an implied threat of any kind, even if intended to be in jest, will be taken seriously and may lead to corrective action, up to and including terminating this agreement.
- C. To comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for an individual hired on or after November 6, 1986, who will perform any labor or services under this agreement.
- D. That representatives of the Department, HHSC, OAG-MFCU and HHS may conduct interviews of Provider personnel, subcontractors and their personnel, witnesses, and clients without a Provider's representative present unless the person interviewed voluntarily requests that the representative be present. The Provider must not coerce its personnel, subcontractors and their personnel, witnesses, or clients to accept representation by the Provider, and the Provider agrees that no retaliation will occur to a person who denies the Provider's offer of representation. Nothing in the agreement limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with in the form and the manner requested. The Provider must ensure by contract or other means that its personnel and subcontractors cooperate fully in any investigation conducted by representatives of the Department, HHSC, OAG-MFCU and HHS.

Recordkeeping

- A. To maintain its accounting records in accordance with generally accepted accounting principles (GAAP). GAAP are established by the Financial Accounting Standards Board (FASB).
- B. To keep all records pertinent to the services for which the Provider submits a claim.
 - 1. The Provider must keep adult residents' medical records for a minimum of five years after medical services end.
 - 2. The Provider must keep minor residents' medical records for a minimum of three years after the resident reaches legal age under Texas law.
 - 3. The Provider must keep other records for a minimum of three years after the end of the federal fiscal year in which the services were provided.
 - 4. If any litigation, claim, or audit involving the records begins before the expiration of the retention period, the Provider must keep the records until all litigation, claims or audit

findings are resolved. A matter is considered resolved when a final order is issued in litigation or when the Department and Provider enter into a written agreement.

- C. That if this agreement is terminated or the Provider terminates business operations, the Provider must ensure:
1. records are stored and accessible;
 2. someone is responsible for adequately maintaining the records in accordance with the records retention requirements set forth in paragraph B above;
 3. the Department is informed in writing of how and where the records will be maintained and who may be contacted in order to access the records; and
 4. if any information in item 3 above changes, the Provider will notify the Department in writing within 10 business days of the date of the change.

Civil Rights

- A. To comply with state and federal anti-discrimination laws, including:
1. Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq.);
 2. Section 504 of the Rehabilitation Act of 1973 (29 USC §794);
 3. Americans with Disabilities Act of 1990 (42 USC §12101 et seq.);
 4. Age Discrimination Act of 1975 (42 USC §§6101-6107); and
 5. Department administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

The Provider also agrees to comply with all amendments to the above-referenced laws and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the U.S. may, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

The Provider further agrees to:

1. comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 CFR, Part 80, Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. The Provider agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits and activities on the basis of national origin. The Provider also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities;
2. comply with Executive Order 13279, and its implementing regulations at 45 CFR, Part 87. These provide in part that any organization that participates in programs funded by direct financial assistance from the U.S. Department of Agriculture (USDA) or HHS shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief;
3. upon request, provide HHSC's Civil Rights Office with copies of all of the Provider's civil rights policies and procedures; and
4. notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under the Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

Civil Rights Office
Health and Human Services Commission
701 W. 51st Street Mail Code W206
Austin, TX 78751
Telephone Toll Free: 1-888-388-6332
Telephone: 512-438-4313
TTY Toll Free: 877-432-7232
Fax: 512-438-5885

- B. To comply with Executive Order 111126, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and supplemented by U.S. Department of Labor regulations at 41 CFR Part 60.
- C. That if the Provider is a charitable or faith-based provider under this agreement, it must apprise all residents of the following: "Neither the Department's selection of a charitable or faith-based ICF/IID provider nor the expenditure of funds under this agreement is an endorsement of the provider's charitable or religious character, practices or expressions. No ICF/IID provider may discriminate against you on the basis of religion, a religious belief or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request a different provider. If you believe that you have been discriminated against, please discuss the complaint with your provider or notify your appropriate case manager."
- D. To provide, upon request, HHSC Civil Rights Office with copies of all its civil rights policies and procedures.

Fraud Prevention

- A. To screen its employees and contractors to determine if they have been excluded from Medicare, Medicaid or any federal or state health care program. The Provider agrees to search monthly the HHS-Office of Inspector General (OIG) and HHSC-OIG List of Excluded Individuals/Entities (LEIE) websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report to HHSC-OIG any exclusion information the Provider discovers. Exclusionary searches for prospective employees and contractors shall be performed prior to employment or contracting.
- B. That no Medicaid payments can be made for any items or services directed or prescribed by a physician or other authorized person who is excluded from Medicare, Medicaid or any federal or state health care program when the individual or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier who is not excluded.
- C. That this agreement is subject to all state and federal laws and regulations relating to fraud and abuse in health care and the Medicaid program. As required by 42 CFR §431.107, the Provider agrees to keep any and all records necessary to disclose the extent of services the Provider furnishes to individuals in the Medicaid program and any information relating to payments claimed by the Provider for furnishing Medicaid services. On request, the Provider also agrees to furnish the Department, HHSC, OAG-MFCU or HHS any information maintained under 42 CFR §431.107(b). The Provider will furnish copies of this information free of charge.

Sanctions

- A. That the Department may apply, at its discretion, sanctions if the Provider fails to comply with any provision of the agreement, including:
 - 1. recouping overpayments;
 - 2. suspending the Provider's payments;

3. initiating termination of the agreement; and
 4. debarment.
- B. That this agreement is dependent on the Facility maintaining a certification of compliance with Medicaid ICF/IID standards and program requirements. The Provider acknowledges this agreement automatically terminates on the date the Facility is certified as being out of compliance and that the Provider is not entitled to payment for services provided to Medicaid residents during the time the Facility does not have a certification of compliance with Medicaid standards and program requirements.
- C. That payments to the Provider under this agreement may be withheld during the pendency of a hearing on the termination of this agreement or Medicaid certification of noncompliance until a final decision is issued and all appeals are exhausted. The Department shall pay the withheld payments and resume agreement payments if the final decision is favorable to the Provider.
- D. That in accordance with 42 CFR §455.23, the Department shall suspend all Medicaid payments to the Provider upon notification by HHSC-OIG that a credible allegation of fraud under the Medicaid program is pending against the Provider, unless the Department has good cause not to suspend the payments or to suspend the payments only in part.

Handling Sensitive Personal Information and Breach Notification

- A. That as part of its agreement with the Department, Provider may receive or create sensitive personal information, as section 521.002 of the Business and Commerce Code defines that phrase. Provider must use appropriate safeguards to protect this sensitive personal information. These safeguards must include maintaining the sensitive personal information in a form that is unusable, unreadable, or indecipherable to unauthorized persons. Provider may consult the "Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" issued by the U.S. Department of Health and Human Services to determine ways to meet this standard.
- B. That Provider must notify the Department of any confirmed or suspected unauthorized acquisition, access, use or disclosure of sensitive personal information related to this agreement, including any breach of system security, as section 521.053 of the Business and Commerce Code defines that phrase. Provider must submit a written report to the Department as soon as possible but no later than 10 business days after discovering the unauthorized acquisition, access, use or disclosure. The written report must identify each individual whose sensitive personal information has been or is reasonably believed to have been compromised.
- C. That Provider must either disclose the unauthorized acquisition, access, use or disclosure to each individual whose sensitive personal information has been or is reasonably believed to have been compromised or pay the expenses associated with the Department doing the disclosure if:
1. Provider experiences a breach of system security involving information owned by the Department for which disclosure or notification is required under section 521.053 of the Business and Commerce Code; or
 2. Provider experiences a breach of unsecured protected health information, as 45 CFR §164.402 defines that phrase, and the Department becomes responsible for doing the notification required by 45 CFR §164.404.
- The Department may, at its discretion, waive Provider's payment of expenses associated with the Department doing the disclosure.

Miscellaneous Requirements

- A. To comply with Texas Health and Safety Code, §85.113 and §85.115 concerning workplace and confidentiality guidelines for persons with AIDS or HIV.

- B. To comply with applicable provisions of the Clean Air Act (42 USC §7401-7671q) and the Federal Water Pollution Control Act (33 USC. §1251-1387), if funding for the agreement exceeds \$100,000.
- C. That in accordance with §2155.4441, Texas Government Code, the Provider shall, in performing any service under this agreement, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside of Texas.
- D. To make a good faith effort to utilize historically underutilized businesses (HUBs) when subcontracting. Some methods for locating HUBs include using searchable HUB databases at the Texas Comptroller of Public Accounts' website, using websites or other minority/women directory listings maintained by local chambers of commerce, advertising subcontract work in local minority publications or contacting the Department for assistance in locating available HUBs.
- E. That the Provider must not refer to the Department or to the State of Texas in any media release, public announcement, or public disclosure relating to this agreement, including any promotional or marketing materials, in a manner that suggests the Department or the State of Texas endorses, recommends, sponsors, or is collaborating with the Provider.

III.

The Department agrees:

- A. To pay the Provider for services provided under this agreement in amounts and under conditions determined by the Department as defined in this agreement, the applicable provider manual, handbook, policy letter or program rules and standards and in accordance with applicable laws and regulations for all eligible persons receiving such services under the Medical Assistance Program.
- B. To pay the Provider within time limits set by the Department and in accordance with applicable laws and regulations after a proper claim for payment is submitted and approved for payment in accordance with Department and HHSC Claims Administrator billing guidelines.
- C. To adjust payments to the Provider to compensate for prior overpayment or underpayment.
- D. To give the Provider reasonable notice of any impending change in its status as a participating provider, except that nothing in this section shall be construed to deny the Department the right, for failure to comply with this agreement or regulations published in the *Texas Register*, to terminate this agreement, suspend payments or take any other legal remedy available to the Department.
- E. To provide a hearing, in accordance with TAC, Title 1, Part 15, Chapter 357, Subchapter I, to the Provider in the event the Department imposes an adverse action on the Provider under this agreement.
- F. To make available to the Provider the applicable provider manual and any changes to that manual that change the requirements for participation.
- G. That a religious organization that contracts with the Department does not by contracting with the Department lose the exemption provided under Section 702 of the Civil Rights Act [42 USC §2000e-1(a)] regarding employment practices.

A religious or charitable organization is eligible to be a provider on the same basis as any other private organization. The Provider retains its independence from state and local governments,

including the Provider's control over the definition, development, practice and expression of its charitable or religious beliefs. Except as provided by federal law, the Department shall not interpret this agreement to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture or other symbols. Furthermore, if a religious or charitable organization segregates the government funds provided under this agreement, then only the financial assistance provided by these funds will be subject to audit. However, neither the Department's selection of a charitable or faith-based ICF/IID provider nor the expenditure of funds under this agreement is an endorsement of the provider's charitable or religious character, practices or expression. The purpose of this agreement is the provision of ICF/IID services; no state expenditures have as their objective the funding of sectarian worship, instruction or proselytization, and no state funds shall be expended for these purposes.

The Department and Provider agree:

- A. That in the event any provision of this agreement becomes unenforceable or void, all other provisions of this agreement will remain in effect.
- B. That the Provider may not transfer or assign this agreement without the express prior written approval of the Department.
- C. That this agreement may be assigned to the Department's successor state agency or agencies.
- D. That the Department may amend this agreement by written notice to the Provider. The Department reserves the right to amend this agreement through execution of a unilateral amendment signed by a Department person with delegated signature authority and provided to the Provider under the following circumstances:
 - 1. to correct an obvious clerical error in the agreement;
 - 2. to incorporate new or revised federal or state statutes, rules or policies;
 - 3. to comply with a court order or judgment; or
 - 4. to change the name of the Provider in order to reflect the Provider's name as recorded by the Texas Secretary of State.
- E. That nothing in this agreement or any conduct by a representative of the Department relating to this agreement shall be construed as a waiver of the state's sovereign immunity to suit.
- F. That neither party to this agreement waives its right to enforce a right under this agreement by failing to enforce or delaying the enforcement of any other right under this agreement.
- G. That the Provider is an independent contractor and not an employee of the Department for any purpose. The Provider and the Department agree that:
 - 1. the Department will not withhold or pay on behalf of the Provider any sums for income tax, unemployment insurance, Social Security or any other withholding, or make available to the Provider any of the benefits, including workers' compensation insurance coverage and health and retirement benefits, afforded to Department employees; and
 - 2. the Provider must indemnify the Department from any liability, including attorneys' fees and legal expenses, incurred by the Department with respect to claims that the Department should have been withholding or making payments on behalf of the Provider or providing benefits to the Provider's employees.
- H. That nothing in this agreement is intended to create a joint venture, a partnership or a principal-agent relationship.
- I. That the Provider assigns to the Department all claims for overcharges associated with this agreement arising under the anti-trust laws of the United States, 15 USC §§ 1-38, or the anti-trust laws of the state of Texas, Tex. Bus. & Com. Code, §§ 15.01-40.

- J. That in compliance with §2262.003, Texas Government Code:
- 598. the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;
 - 599. acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and
 - 600. under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- K. That this agreement shall continue subject to the availability of appropriated funds or until the federal or state governments or both cease to participate in the program.
- L. That any breach or violation of any of the provisions of this agreement or state or federal regulations shall make this entire agreement, at the Department's option, subject to termination.
- M. That the venue for any lawsuit between the Department and the Provider shall be Travis County, Texas.
- N. That this agreement may be terminated by:
- 996. mutual agreement of the Department and the Provider;
 - 997. the Provider by giving 60 calendar days written notice to the Department of the Provider's intent to terminate this agreement;
 - 998. the Department for reasons set forth in federal or state laws or rules, the terms of this agreement, or the applicable provider manual, handbook, or program standards;
 - 999. the Department if a certification made by the Provider in this agreement is inaccurate or becomes inaccurate; or
 - 1000. the Department for good cause.

This agreement is executed by the parties in the capacities stated below.

Department of Aging and Disability Services

TRI-COUNTY MHMR SERVICES
AVENUE B HOUSE

Signature – Department Representative

Date

Signature – Provider Authorized Designee

Date

Dana L. McGrath

Name of Department Representative (print or type)

Name of Provider Authorized Designee (print or type)

Director of Licensing and Credentialing
Regulatory Services Division

Title of Department Representative (print or type)

Title of Provider Authorized Designee (print or type)

Provider Certifications

TRI-COUNTY MHMR SERVICES

(Name of Legal Entity)

760032662

(Federal Tax ID No.)

AVENUE B HOUSE, Contract # 398201

(Name of Facility)

The certifications listed below represent material facts the Department of Aging and Disability Services (Department) relies upon when entering into a provider agreement (agreement) with the above legal entity (Provider). If the Department later determines the Provider knowingly gave an erroneous certification, the Department may pursue all available remedies in accordance with the laws of the state of Texas and the United States. The Provider agrees it will provide immediate written notice to the Department if the Provider learns that any of the certifications provided below were erroneous when submitted or have since become erroneous by reason of changed circumstances. The Provider further acknowledges that the Department may terminate its agreement and withhold payment if any of the certifications provided below were erroneous when submitted or become erroneous by reason of changed circumstances and the Provider fails to notify the Department in writing within five business days of the change.

A. Organization and Authority to Contract

The individual signing on behalf of the Provider certifies the Provider is a legal entity duly organized, validly existing and in good standing under the laws of its state of organization and is duly authorized and in good standing to conduct business in the state of Texas.

B. Exclusion, Debarment, Suspension, Ineligibility and Voluntary Exclusion

Federal Executive Orders 12549 and 12689 require the Department to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility and voluntary exclusion. The individual signing on behalf of the Provider certifies:

996. Neither the Provider nor its principals are presently excluded from participation in Title XVIII (Medicare), Title XIX (Medicaid) or any federal or state health care program under the provisions of Section 1128(a) or (b) of the Social Security Act (42 U.S. Code (USC) §1320a-7). For the purposes of these certifications, "principals" means officers, directors, owners, partners, and persons having primary management and supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment and similar positions).
997. Neither the Provider nor its principals are presently debarred, suspended, declared ineligible or voluntarily excluded from participation in a contract with the Department by any federal or state department or agency.
998. Neither the Provider nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States federal government procurement or non-procurement programs, or are listed in the Excluded Parties List System (EPLS) maintained by the United States General Services Administration.
999. The Provider will not knowingly enter into any subcontract with a person or organization that is excluded, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or the U.S. Department of Health and Human Services.
1000. The Provider will include this section regarding exclusion, debarment, suspension, ineligibility and voluntary exclusion without modification in any subcontracts and all subcontractors shall certify accordingly.

C. Information on Persons Convicted of Crimes

The individual signing on behalf of the Provider certifies that before the Department enters into or renews this agreement, or at any time upon written request by the Department, the Provider will disclose to the Department the identity of any person who has ownership or controlling interest in the Provider, or is an agent or managing employee of the Provider, and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or the Title XX services program since the inception of those programs.

D. Prohibition Regarding Lobbying

State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The individual signing on behalf of the Provider certifies none of the funds paid by the Department pursuant to this agreement will be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress or the state legislature or for obtaining any federal or state contract. Further, the Provider will include this section regarding lobbying without modification in any subcontracts and all subcontractors shall certify accordingly.

E. Ineligibility to Receive Payment on State Contracts for Failure to Pay Child Support

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% is not eligible to receive state funds under a contract to provide property, materials or services.

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

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F. Prohibition Of Certain Bids and Contracts Regarding Disaster Relief

Texas Government Code, §2261.053 and §2155.006, prohibit the Department from entering into a contract with people who were convicted of violations of federal law, or who were assessed a penalty in a federal civil or administrative enforcement action, regarding contracts awarded by the federal government for relief, recovery or reconstruction efforts because of Hurricane Katrina, Hurricane Rita or any other disaster occurring after September 24, 2005.

Under Sections 2155.006 and 2261.053, Government Code, the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

G. Representation by Former Officer or Employee of Regulatory Agency Restricted; Criminal Offense

In accordance with Texas Government Code, §572.054, a former Department employee who ceased employment with the Department on or after January 1, 1992, and who was compensated, as of the last date of employment with the Department, at or above the amount prescribed by the General Appropriations Act for salary group 17, Schedule A, or salary group 9, Schedule B, of the position classification schedule, may not represent the Provider or receive compensation for services rendered on behalf of the Provider regarding a particular matter in which the employee participated during his or her period of employment with the Department, either through personal involvement or because the matter was within the employee's official responsibilities. Any entity that is represented by or that compensates a former Department employee described in this paragraph is not eligible to enter into a contract with the Department.

The individual signing on behalf of the Provider certifies that under Texas Government Code, §572.054, the Provider is not ineligible to enter into a contract with the Department.

H. Financial Interests; Gifts

The individual signing on behalf of the Provider certifies the Provider has not given, offered to give, nor intends 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 entering into this agreement with the Department.

I. Payment Of Taxes

The individual signing on behalf of the Provider certifies if the Provider is a taxable entity as defined by Chapter 171, Texas Tax Code (Chapter 171), the Provider is not delinquent in the payment of any taxes due under Chapter 171, or the Provider is exempt from the payment of those taxes, or the Provider is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

J. Indebtedness to the State of Texas

The individual signing on behalf of the Provider certifies that in accordance with Texas Government Code, §2252.903, the Provider does not have pre-existing debts or is not delinquent in payments owed to the state and, unless otherwise prohibited by any other law, if there is any pre-existing debt or delinquencies in payment, any payment owing to the Provider will be applied toward elimination of the potential contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full.

K. Legal Right to Occupy

The individual signing on behalf of the Provider certifies the Provider has a legal right to occupy the building in which services under this agreement will be provided.

Provider Certification

As the duly authorized representative of the Provider, I hereby certify all statements in the above certifications are accurate and the Provider will comply with all certifications set forth herein.

Typed or Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

<p>Agenda Item: Approve Department of Aging and Disability Services (DADS) Governing Authority Resolution</p> <p>Committee: Business</p>	<p>Board Meeting Date</p> <p>May 23, 2013</p>
<p>Background Information:</p> <p>In order to change the contact information for IDD Provider Services (Home and Community-based Services and Texas Home Living Services) from Cindy Sill to Evan Roberson, DADS requires the attached Governing Authority Resolution to be submitted.</p> <p>The resolution authorizes Evan Roberson to execute provider contracts on behalf of Tri-County Services and gives him the authority to “do all things necessary to implement, maintain, amend, renew or request closure of the contract.”</p> <p>This resolution communicates to DADS that Evan Roberson is authorized to sign contracts on behalf of the Board, but significant decisions regarding these contracts will continue to come to the Board for discussion and/or approval.</p>	
<p>Supporting Documentation:</p> <p>Governing Authority Resolution</p>	
<p>Recommended Action:</p> <p>Approve Department of Aging and Disability Services (DADS) Governing Authority Resolution</p>	

**Governing Authority Resolution
Business Organization**

COUNTRY, TERRITORY or NATION OF United States of America

STATE or PROVINCE OF Texas

COUNTY OF Montgomery

On the 23rd day of May, year 2013, the Governing Authority
of Tri-County MHMR Services dba Tri-County Services, a Business Organization, at
a meeting held in the City of Conroe, Montgomery County or Parish,
and in the State or Province of Texas, with a quorum of the Governing Authority present,
it was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Governing Authority of the above Business Organization does hereby authorize

Evan Roberson

and his/her/their successors to negotiate, on terms and conditions that he/she/they may deem advisable, a contract or contracts with the Texas Department of Aging and Disability Services (DADS), and to execute the contract or contracts on behalf of the Business Organization, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend, renew or request closure of the contract. Although the authority of the successors is binding on this Organization, it is acknowledged that this Organization must specifically authorize another party by name in a resolution within 30 days of the change in authorization, or when specifically required by DADS, whichever is sooner.

The above resolution was passed in accordance with the Governing Documents of this Organization and the laws of the jurisdiction in which this Organization was formed. The terms "Governing Authority," "Business Organization" and "Governing Documents" are used as defined in the Texas Business Organizations Code.

This Organization is a (check one) ☐ General Partnership ☐ Corporation ☐ Limited Liability Company
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Association
☒ Other (specify) Unit of Local Government

I certify that the above and foregoing constitute a true and correct copy of a part of the minutes of a meeting of the Governing
Authority of Tri-County Services Board of Trustees

held on the 23rd day of May, year 2013.

Signature

Printed Name and Title

Subscribed and sworn to (or affirmed) before me on this 23rd day of May, year 2013

Signature—Notary Public

Printed Name of Notary and Jurisdiction

My commission expires _____

Agenda Item: Board of Trustees' Unit Financial Statement for April 2013 Committee: Business	Board Meeting Date May 23, 2013
Background Information: None	
Supporting Documentation: April 2013 Board of Trustees' Unit Financial Statement	
Recommended Action: For Information Only	

Unit Financial Statement

FY 2013

	April 13 Actuals	April 13 Budgeted	Variance	YTD Actual	YTD Budget	Variance	Percent	Budget
Revenues								
80103998 Allocated Revenue	\$ 6,408.00	\$ 6,408.00	\$ -	\$ 31,761.00	\$ 31,761.00	\$ -	100.00%	\$ 32,395.00
Total Revenue	\$ 6,408.00	\$ 6,408.00	\$ -	\$ 31,761.00	\$ 31,761.00	\$ -	100.00%	\$ 32,395.00
Expenses								
80105030 Application Fees	\$ -	\$ 1.00	\$ (1.00)	\$ -	\$ 11.00	\$ (11.00)	0.00%	\$ 15.00
80105199 Consultant - Other	\$ 3,600.00	\$ 3,598.00	\$ 2.00	\$ 10,807.11	\$ 10,808.00	\$ (0.89)	99.99%	\$ -
80105210 Dues & Memberships	\$ -	\$ -	\$ -	\$ 10.00	\$ -	\$ 10.00	0.00%	\$ -
80105275 Food Items	\$ 205.12	\$ 183.00	\$ 22.12	\$ 1,419.50	\$ 1,468.00	\$ (48.50)	96.70%	\$ 2,200.00
80105320 Insurance-Worker Compensation	\$ 8.52	\$ 19.00	\$ (10.48)	\$ 76.72	\$ 154.00	\$ (77.28)	49.82%	\$ 230.00
80105388 Legal Fees	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	100.00%	\$ 18,000.00
80105394 License Fees	\$ -	\$ 13.00	\$ (13.00)	\$ -	\$ 98.00	\$ (98.00)	0.00%	\$ 150.00
80155605 Postage-Express Mail	\$ 8.76	\$ -	\$ 8.76	\$ 8.76	\$ -	\$ 8.76	0.00%	\$ -
80105715 Supplies-Office	\$ -	\$ -	\$ -	\$ 44.40	\$ 12.00	\$ 32.40	370.00%	\$ -
80105736 Telephone - Air cards	\$ 39.99	\$ -	\$ 39.99	\$ 79.98	\$ -	\$ 79.98	0.00%	\$ -
80105738 Telephone - Mobile Service	\$ 50.02	\$ -	\$ 50.02	\$ 373.97	\$ -	\$ 373.97	0.00%	\$ -
80105750 Training	\$ 885.00	\$ 250.00	\$ 635.00	\$ 2,410.00	\$ 2,750.00	\$ (340.00)	87.64%	\$ 3,000.00
80105755 Travel - Local	\$ -	\$ 100.00	\$ (100.00)	\$ 556.13	\$ 800.00	\$ (243.87)	69.52%	\$ 1,200.00
80105757 Travel - Non-local Mileage/Air	\$ 29.67	\$ 400.00	\$ (370.33)	\$ 2,058.43	\$ 2,800.00	\$ (741.57)	73.52%	\$ 2,000.00
80105758 Travel - Non-local Hotel	\$ 1,660.37	\$ 383.00	\$ 1,277.37	\$ 2,897.21	\$ 3,068.00	\$ (170.79)	94.43%	\$ 4,600.00
80105759 Travel - Meals	\$ 561.48	\$ 83.00	\$ 478.48	\$ 640.16	\$ 668.00	\$ (27.84)	95.83%	\$ 1,000.00
Total Expenses	\$ 8,548.93	\$ 6,530.00	\$ 2,018.93	\$ 33,382.37	\$ 34,637.00	\$ (1,254.63)	96.38%	\$ 32,395.00
Total Revenue minus Expenses	\$ (2,140.93)	\$ (122.00)	\$ (2,018.93)	\$ (1,621.37)	\$ (2,876.00)	\$ 1,254.63	3.62%	\$ -

Agenda Item: Montgomery Supported Housing, Inc. Update Committee: Business	Board Meeting Date May 23, 2013
Background Information: <p>McDougal Property Management continues to screen and interview prospective candidates to replace the Independence Place Apartments Manager, Beth Brotherton who resigned, effective March 29th, 2013. Historically, these positions can take time to fill as there may be challenges in finding suitable candidates who are ready and able to move on site quickly. The Apartment Manager from Independence Village continues to assist with managing the Montgomery property while a replacement is sought.</p> <p>At this time, we have an opening for a community member on the Montgomery Supported Housing, Inc. (MSHI) Board. If you know of anyone that is interested, please contact Tanya Bryant, Director of Quality Management & Support.</p> <p>The project continues to recover from recent financial loss associated with unexpected legal fees and property repairs on items that were out of warranty. McDougal Property Management continues to await word from HUD regarding a requested rent increase for the project which should get the project in the black by the end of the fiscal year.</p> <p>The next MSHI Board meeting is scheduled for Friday, June 14th, where the 2012 IRS 990 will be reviewed.</p>	
Supporting Documentation: None	
Recommended Action: For Information Only	

UPCOMING MEETINGS

June – No Board Meeting

July 25th, 2013 – Board Meeting

- Shining Star Awards & Longevity Recognition Presentations – May through July
- Approve Minutes from May 23, 2013 Board Meeting
- Community Resources Reports for May & June 2013
- Consumer Services Reports for May & June 2013
- Program Updates for May & June 2013
- Year-to-Date FY 2013 Goals & Objectives Progress Report
- 3rd Quarter FY 2013 Corporate Compliance & Quality Management Report
- 4th Quarter FY 2013 Corporate Compliance Training
- Program Presentation – Texas Home Living Program
- Appoint Nominating Committee for FY 2014 Board Officers
- Appoint Executive Director Evaluation Committee
- Personnel Reports for May & June 2013
- Approve May 2013 Financial Statements
- Approve June 2013 Financial Statements
- Approve FY 2013 Audit Engagement Letter
- 3rd Quarter FY 2013 Investment Report
- Board of Trustees' Unit Financial Statements for May & June 2013
- Montgomery Supported Housing, Inc. Update
- Cleveland Supported Housing, Inc. Update
- Other Business Committee Issues

August 29th, 2013 – Board Meeting

- Approve Minutes from July 25, 2012 Board Meeting
- Approve Goals & Objectives for FY 2014
- Community Resources Report for July 2013
- Consumer Services Report for July 2013
- Program Updates for July 2013
- Annual Election of FY 2014 Board Officers
- Executive Director's Evaluation, Compensation & Contract for FY 2014
- Nominations for the Texas Council Risk Management Fund's Board of Trustees
- Personnel Report for July 2013
- Texas Council Quarterly Board Meeting Update
- Approve July 2013 Financial Statements
- Approve FY 2013 Year End Budget Revision
- Approve Proposed FY 2014 Operating Budget
- Approve the FY 2014-2015 Department of State Health Services Performance Contract
- Approve the FY 2014-2015 Department of Aging & Disability Services Performance Contract
- Board of Trustees' Unit Financial Statements for July 2013
- Other Business Committee Issues