#### THE GULF COAST CENTER

Regular Board of Trustees Meeting Southern Brazoria Community Service Center 101 Tigner Rd, Angleton, TX 77591 Wednesday, March 26, 2025 6:15 pm



### "Better community healthcare promoting healthy living."

1.		II To OrderJamie Travis, Board Chair Announcements and Introductions
2.	Cit	tizens' Comments
3.		ogram Report:  FY 2024 Financial and Compliance Audit  Rebekah Scott, CPA, Audit Partner, Eide Bailly
4.	a.	Texas Council of Community Centers
5.	•	Operations Report:
6.	a.	Finance and Admin ReportsRick Elizondo, CFO Financial & Operational Monthly Report & YTD Summary (Pg. 5) FY24 Corporate Compliance Annual Training and Report (Pg. 12)
7.	Co (Co a.	Inda Bell, JD, BSN, RN onsideration and Approval of Recommendations and Acceptance of Consent Agenda Items. Consent agenda items may be pulled from this consideration for individual action or presentation.)  Review and approval of December 11, 2024 Board Minutes. (Pg. 30)  Review and approval of December 2024, January 2025, and February 2025 Check Registers.
8.		tion Items Linda Bell, JD, BSN, RN Consider approval of the FY2024 Financial and Compliance Audit.
	b.	Consider approval of the FY2024 Annual Corporate Compliance Report.
	C.	Consider the approval of an increase in the Center's mileage reimbursement rate from \$0.67 cents per mile to \$0.70 cents per mile retro to January 1, 2025, for any mileage incurred on or after this date. The revised rate is consistent with the IRS allowable mileage rate for use of

effective January 1, 2025, to \$0.70 cents per mile rate.

personal vehicle, as well as the State of Texas Comptroller's travel policy, which was revised

- d. Consider approval of HHSC Amendment #3 to the IDD Performance Contract #HHS001333300035. The purpose of this amendment is to extend the time to utilize American Rescue Plan Act (ARPA) Workforce Challenges funding through FY25. This funding was initially awarded to address the high number of individuals awaiting IDD assessments due to staffing challenges which increased due to the COVID pandemic.
- e. Consider approval of HHSC Pilot Assistive Technology for Preadmission Screening and Resident Review (PASRR) contract #HHS001572400001. This contract provides funding to purchase video equipment that would allow individuals in nursing facilities to participate in virtual tours of locations in which they are considering moving as they transition back to the community setting. Contract expiration is 8/31/2025 with an amount not to exceed \$8,500.
- f. Consider approval of Amendment 1 to the HHSC Youth Empowerment Services Waiver contract (YES Waiver) #HHS001291000034. This amendment revises the termination date of the contract to 3/31/27. No change in funding. The Youth Empowerment Services Waiver (YES Waiver) is a Medicaid program that helps children and youth with serious mental, emotional, and behavioral difficulties by providing intensive services to prevent out-of-home placement.
- g. Consider approval of Amendment 2 to the HHSC MH Performance contract #HHS001324500035. This amendment modifies attachment A13 (crisis facilities) of the contract by extending funding awarded in FY24 to be used through FY25. This attachment of the Mental Heath contract covers a variety of community-based crisis programs designed to achieve psychiatric stabilization in the least restrictive environment possible.
- **h.** Consider the approval to declare surplus and dispose of Center vehicle #8759, a 2009 Ford Crown Victoria with 165,450 miles, as this vehicle is no longer cost-effective for continued use due to age, high mileage, and increasing maintenance costs. **(Pg. 17)**
- i. Consider approval of the Memorandum of Understanding with Galveston County Probate Courts to collaborate in a court process for Assisted Outpatient Treatment (AOT), an evidencedbased program, that provides court-ordered treatment for individuals identified in need of AOT services. Term: March 31, 2025 until terminated.
- j. Consider ratification of the new agreement with Nightingale Interpreting Inc. to provide a certified and qualified interpreter to interpret/transliterate for persons who are deaf or hard of hearing. Term: FY25

Language Rate of Reimbursement: \$190 first hour; \$95 for each additional hour (emergency rate: \$260 first hour; \$130 each additional hour)

**ASL Rate of Reimbursement**: \$181.75 first hour; \$90.75 for each additional hour (emergency rate: \$229.90 first hour; \$114.95 for each additional hour)

- k. Consider the ratification of the FY25 Renewal Agreement with Smith & Dean, Inc. dba Dean's Professional Services for nursing and phlebotomy services coverage within Center facilities. Rate of Reimbursement: no change from FY24. (Pg. 18)
- I. Consider ratification of the Care Coordination Memorandum of Understanding with Friendswood Police Department to facilitate treatment planning and care coordination activities for our mutual clients in a manner that is person and family-centered.
- m. Consider approval of the Memorandum of Understanding establish a working arrangement between the Gulf Coast Center and HOMELESS NETWORK OF TEXAS dba TEXAS

**HOMELESS NETWORK** for the delivery of in-kind supportive services (providing information and resources to those in need) administered to project participants by the Center in collaboration with THN's Texas Balance of State SUPPORTIVE SERVICES ONLY COORDINATED ENTRY PROJECT.

- **n.** Consider the approval of the below 2 Resolutions:
  - Office of the Governor -<u>VOCA Grant application</u> for GCC Crime Victims Counseling for the Fiscal Year 2026
  - Office of the Governor <u>Juvenile Justice grant application</u> for GCC Juvenile Justice Intervention for Fiscal Year 2026
- Consider the ratification of the FY25 Professional Services Agreement between Gulf Coast Center and The Meadows Mental Health Policy Institute for Texas for the following outlined services:
   Term: Through May 30, 2025 Amount not to exceed: \$6,000/mo.
   Description: MMHPI will provide:
  - Thought leadership on the development of a behavioral health campus in Galveston and Brazoria counties;
  - Strategic support and analysis, in partnership with health care leadership in Galveston and Brazoria counties, to determine the type of beds needed in the region, staffing required, and estimated operations cost; and
  - Engaged involvement in discussions with Gulf Coast Center leadership on relevant topics.
- p. Consider approval of the appointment of Jamie Smith as Liaison to the Gulf Coast Center Board of Trustees. **Description**: The Coordinated Entry & Supportive Housing (CESH) contracts require that we have an individual with lived experience attend board meetings and interact with board members regarding any initiatives or policies from a lived experience lens.
- q. Consider approval of the FY25 Mental Health First Aid Service Agreement with Dr. Chenda Moore, a certified instructor and/or trainer in Mental Health First Aid (MHFA). Reimbursement: \$45/hr. (not to exceed \$360/day)
- r. Consider approval of the new MOU with Prosumers International which shall identify and mentor individuals with lived experience, with a focus on building a strong Peer Advisory Committee/Planning and Network Advisory Committee (PNAC) that includes well-equipped people who receive services from GCC. The intent is to support GCC in meeting the requirements of the HHSC Performance Contract and the Certified Community Behavioral Health Clinic standards for governance that include the voice of people receiving services at GCC.
- s. Consider approval of the MOU with Texas City ISD for the coordination of resources to deliver youth prevention programs aimed at precluding the onset use of alcohol, tobacco, and other drugs by youth and to foster the development of social and physical environments that facilitate health, drug-free lifestyles.
- **t.** Consider approval of purchasing a new pickup truck for program support through a government purchasing program. **Amount not to exceed** \$60,000
- **u.** Consider approval of purchasing a new 15-passenger van for the EOU; funded through the grant. **Amount not to exceed** \$60,000
- 9. Pending or Revised Action Items...... Linda Bell, JD, BSN, RN

Pending or revised items are those items that were on a prior board agenda but not completely resolved or there has been a revision since approval. The items may be listed for update purposes or final action by the Board.

#### 10. Calendar ......Jamie Travis, Board Chair

April 23, 2025	Board Meeting	MCSC	6:15 pm
May 28, 2025		SBCSC	6:15 pm
June 25 – 27, 2025	TX Council Annual Conference	Sheraton Dallas Hotel, Dallas, TX	
July 23, 2025	Board Meeting	MCSC	6:15 pm
August 27, 2025	Board Meeting	SBCSC	6:15 pm

SBCSC location: 101 Tigner, Angleton, TX MCSC location: 7510 FM 1765, Texas City, TX

#### 11. Executive Session

As authorized by Chapter §551.071 of the Texas Government Code, the Board of Trustees reserves the right to adjourn into Executive Session at any time during this meeting to seek legal advice from its Attorney about any matters listed on the agenda.

#### 12. Reconvene to Open Session

#### 13. Adjourn

# Texas Council Report - January 2025

# Texas Legislature

#### Legislative Priorities for the 89th Session

The Texas Council Board of Directors finalized legislative priorities for the 89<sup>th</sup> Session on November 9, 2024. These priorities reflect the breadth of issues impacting our system of care. The 89<sup>th</sup> Legislature convened on Tuesday, January 14, 2025. Educating, informing, and ultimately engaging decisionmakers remains our association's highest priority, to acknowledge both the progress made and the need to continue investing to ensure our system's ability to maintain and increase access to intellectual and developmental disability services, mental health, and substance addiction services.

We face undeniable headwinds this legislative session: headwinds that include limited identification by the Health and Human Services Commission (HHSC) of key funding priorities for the Local IDD Authority role, mental health caseload growth, crisis services, and other key funding priorities in the HHSC LAR. We anticipate 32 new legislators who must be educated before the start of the 89<sup>th</sup> Session and throughout the legislative process.

Considering the HHSC LAR has not prioritized mental health, substance addiction, and IDD services due to competition with many other sizeable priorities within the agency's scope, if we are successful advancing funding and other priorities, it will be solely due to legislative champions who decide to make these priorities in the next session—legislative champions you help us foster. Opportunities and threats will emerge during the 89th Legislative Session. You must strengthen and build new relationships now. These voices outside our system are key to successfully navigating the challenges ahead.

#### House Committee on Human Services:

Interim Charge III: Support for Texans with Intellectual and Developmental Disabilities (IDD)
 Evaluate access to Home and Community-based Services (HCS) waivers, including the interest list, effects of
 inflation on the cost of services, and availability of services and service providers. Consider the long-term
 stability of long-term services and supports in waiver programs and consider alternative delivery models.
 The Committee held one public hearing on August 27, 2024, to address Interim Charge III, gathering testimony
 from four key perspectives: the Texas Health and Human Services Commission (HHSC), service providers,
 national organizations, and advocates with lived experiences.

Recognizing the importance of this charge as one of the best and only opportunities to provide formal feedback to the Legislature on IDD services during the interim, Texas Council organized joint written testimony with the Private Providers Association of Texas (PPAT) and the Providers Alliance of Community Services of Texas (PACSTX) for submission in advance of the hearing. Texas Council also provided invited oral testimony highlighting the impact of the Direct Support Professional workforce crisis on access to care and long-term stability of services, and describing strains felt in other parts of the community, including law enforcement, hospital emergency departments, and state psychiatric hospitals.

Despite extensive testimony supporting increased Direct Support Professional wages, the Committee did not adopt a related recommendation, noting that appropriations decisions are not within its jurisdiction. Instead, recommendations focus on potential changes to how waiver interest lists are managed. Also noteworthy is the absence of a recommendation related to considering alternative delivery models for IDD services, such as a managed care model.

# Texas Council Report - January 2025

# Certified Community Behavioral Health Clinic (CCBHC) Updates

HHSC recently held a listening session related to T-CCBHC and discussed the status of a rule project to amend the T-CCBHC rule (26 TAC, Chapter 306, Subchapter C) in order to:

- Add the definition of outpatient mental health services;
- · Add the definition of outpatient substance use services; and
- Add a requirement for non-LMHA/LBHA T-CCBHCs to enter into agreements with the LMHA/LBHA in the local service area for the provision of Mobile Crisis Outreach Teams (MCOTs).

HHSC currently plans to post a draft rule for comment in January 2025 with the expectation to finalize the rule in June 2025, after which HHSC will potentially begin accepting applications from other entities to pursue T-CCBHC certification. It is anticipated that only one entity will be accepted in FY2025. Texas Council is highly engaged in the rule process and will submit comments and continue in conversations with HHSC as it moves forward.

# 988 Suicide & Crisis Lifeline Update

988 has been operational since July 16, 2022, and can be accessed using any cell phone, landline, or voice-over internet device. In November 2024, the in-state answer rate was 85%, with nearly 16,000 calls answered in Texas. Average in-state speed of answering calls was 38 seconds and the average length of calls answered was just over 16 minutes.

On November 12, 2024, Senator Menendez filed <u>SB 188</u>, which would establish the 988 Suicide and Crisis Trust fund and allow HHSC to assess a telecom service fee to support 988 operations and Texas crisis response. Texas Council is engaged in this effort and will continue working to develop additional ways to support 988 implementation.

# Youth Crisis Outreach Teams (YCOTs)

Funding for eight youth crisis outreach team (YCOT) pilot sites was included in Rider 52 of the 88<sup>th</sup> Legislative Session's budget bill, HB 1. Texas Council is working with HHSC and the Meadows Mental Health Policy Institute (MMHPI) to guide YCOT implementation, which began with a best practices summit on June 3-4, 2024.

The learning community will meet at least two more times: virtually on January 28, 2025, and at the Texas Council offices on February 24-25, 2025. The January meeting will include discussions on how best to share YCOT information with the Legislature during budget discussions, as well as developing recommendations and identifying opportunities to align services and program expectations, while being deliberate about where to maintain flexibility. Through the coordinated efforts of the sites, Texas Council, MMHPI, and HHSC, we can help ensure that the rollout is successful and that YCOTs across the state are effective in helping kids and families quickly access care.

# Texas Council Report - January 2025

#### IDD Services

#### HHSC Proposes to Eliminate Attendant Compensation Rate Enhancement Program

Over the past year, Texas Council participated with an HHSC stakeholder group discussing the attendant compensation rate enhancement (ACRE) program as directed by Rider 30(d) of House Bill 1, 88<sup>th</sup> Legislature. HHSC informed stakeholders of its recommendation to discontinue the program, effective FY26, and recently published its recommendations in the report Evaluation of Rate Enhancement Programs - 2024.

The report does not specifically recommend a hold-harmless clause to prevent a rate cut for ACRE participants. However, HHSC includes cost estimates for legislative consideration (Appendix G) based on an assumption that every eligible Medicaid provider enrolled and received the maximum level within the current ACRE program. For HCS, TxHmL, and ICF/IID, the biennial amount would be \$49.5 million in all funds (state and federal combined). Texas Council encourages Centers to continue educating legislators on the inadequacy of the Direct Service Professional (DSP) wage rates within the Medicaid Waiver programs, as addressing DSP rates will likely encompass the recommended discontinuance of ACRE as well.

# Peer and Mental Health First Aid (MHFA) Special Interest Groups

On November 4, 2024, the Texas Initiative, led by PermiaCare's Dalia Ramirez, trained almost 1,500 individuals in MHFA. Texas now holds the national record for most first-aiders trained in one day! Texas Council established the Koalafied Outreach Worker Star Award (KOWSA) to recognize MHFA Outreach Workers who exemplify great leadership. Recent winners are:

- October 2024 Crystal Morton, Texas Panhandle Centers
- November 2024 Dalia Ramirez, PermiaCare

The Peer and Family Partner Special Interest Group (SIG) continues to work on the first component of a toolkit for Centers, starting with job descriptions, guidelines for recruiting peers, and a webinar on the ins and outs of earning certification for Recovery Support Peer Specialists (RSPS), Family Partners, and Veteran Peer Coordinators. The next component will focus on orientation to peer roles at Centers. The Peer and Family Partner SIG will also host a webinar, "What is a Peer Specialist?" for Centers to use in explaining the process of becoming a Certified Mental Health Peer Specialist, RSPS, or Family Partner.

# **Annual Conference Update**

Planning for the 2025 Conference, scheduled for June 25-27, 2025 at the Sheraton Downtown Dallas, is underway! Registration will open in March 2025. Conference updates will be posted to the <u>Texas Council</u>

<u>Conference webpage</u> and emailed to our members. Texas Council and Host Center, Metrocare, look forward to seeing everyone at the Sheraton in Dallas, June 25 – 27, 2025!

Y2025 Monthly Board	Financial Revie	W		Unaudited a	s of 02/28/	2025
scal Year 2025 Unudited C	enterwide General	Fund Balance Sta	<u>itus</u>			
tal General Fund Balance as o	of 08/31/2024 (Audited	)			\$ (11,84	4,98
/2024 Year-to-Date Reported 1	Expense and Revenue	Totals (Unaudited)				
	Expenditures	Operational	21,889,870			
	•	Non-Operational	-			
		Fund Balance	1,092,375	22,982,245		
	Revenues	Operational	22,127,940			
		Non-Operational	-	22,127,940	\$ 85	4,30
tal General Fund Balance Yea	r-to-Date (Unaudited)				\$ (10,99	0,67
oard Committed Use General 1						
Capital Projects - Facility		(200,000)				
Capital Projects - Facility		(100,000)				
Capital Projects - Facility		(100,000)				
Capital Projects - Facility		(150,000)				
Capital Projects - Facility		(500,000)				
Capital Projects - Facility		(389,154)	(1,439,154.00)			
	8-fy2024 Expenditure		439,153.86			
	fy2025 Expenditure		\$ 1,092,374.76			
			-			
				92,375		
Capital Projects - IT (FY20	03-FY2014)	(600,000)				
Captial Projects - IT (FY20	015)	(150,000)				
Captial Projects - IT (FY20	017)	(140,000)	(890,000.00)			
fy2008	8-fy2024 Expenditure		744,020.18			
	fy2025 Expenditure		-			
			-			
			-			
				(145,980)		
IDD Community Service S	upport (FY2011-2014)	(300,000)				
IDD Community Service S		(100,000)				
IDD Community Service S	••	(100,000)	(500,000.00)			
fy2008	8-fy2024 Expenditure		471,531.85			
	fy2025 Expenditure		-			
				(28,468)		
Connect Transit (FY2013)	General Services	(422,869)	(422,869.00)			
	8-fy2024 Expenditure		422,869.00			
	fy2025 Expenditure		-			
			-			
				-		
Major Facility Repairs (FY		(186,940)	(186,940.00)			
fy2008	8-fy2024 Expenditure		186,940.00			
	fy2025 Expenditure		-			
Flexible Spending Supports	(FY2004-2013)	(500,000)		-		
Flexible Spending Supports		(100,000)	(600,000.00)			
	8-fy2024 Expenditure	(100,000)	517,663.44			
,	fy2025 Expenditure					
				(82,337)	(16	4,41
tal General Fund Balance Yea	nr-to-Date (Unaudited)				\$ (10,99	0,67
restricted Use General Fund					\$ (10,82	

DAYS OF OPERATION OF RESTRICTED FUND BALANCE	FUND BALANCE	DAYS OF OPERATION OF HURESTRICTED	DAYS OF OPERATION OF TOTAL FUND		Avg. Operational Cost per day:	Total Restricted Fund Balance	Total Unrestricted Fund Balance	Total General Fund Balance:	Fund Balance	Net increase/decrease to	Total Revenues:	Fund Balance Revenues:	Non-Operational Revenues:	Operational Revenues:	Total Expenses:	Fund Balance Expenses:	Non-Operational Expenses:	Operational Expenses:		FY2024 Monthly Reported Expense and Revenue Totals (Unaudited)	Total General Fund Balance as of 08/31/24 (Audited)		FY2025 Monthly Fund Balance Report	The Gulf Coast Center
11	90	104		September	114,492	(1,256,785)	(10,311,714)	(11,920,503)		75,523	3,510,283			3,510,283	3,434,760			3,434,760	September	nd Revenue To	1/24 (Audited)	H	let	
9	93	101		October	116,332	(1,009,797)	(10,787,218)	(11,797,015)		(123,487)	3,784,990			3,784,990	3,908,478	246,988		3,661,490	October	tals (Unaudited		iscal Year 2025		
7	91	98		November	118,372	(844,018)	(10,810,659)	(11,654,677)		(142,338)	3,699,041			3,699,041	3,841,379	165,779		3,675,600	November	0		Fiscal Year 2025 Unudited Centerwide General Fund Balance Status		
4	89	93		December	117,910	(477,590)	(10,537,767)	(11,015,357)		(287,316)	3,692,228			3,692,228	3,979,544	366,428		3,613,116	December		\$(11,844,980)	terwide General		
2	91	93		January	118,536	(264,525)	(10,800,110) (10,826,266)	(11,064,635) (10,990,675)		(302,726)	3,661,407			3,661,407	3,964,133	213,065		3,751,068	January			Fund Balance		
1	90	91		February	120,939	(164,410)	(10,826,266)	(10,990,675)		(73,960)	3,779,991			3,779,991	3,853,951	100,115		3,753,836	February			Status	Unaudited as of 02/28/2025	
#DIV/0!	#DIV/0!	#DIV/0!		March							,				-				March				f 02/28/2025	
#DIV/0!	#DIV/0!	#DIV/0!		April											-				April					
#DIV/0!	#DIV/0!	#DIV/0!		May															May					
#DIV/0!	#DIV/0!	#DIV/0!		June											-				June					
#DIV/0!	#DIV/0!	#DIV/0!		July											-				July					
#DIV/0!	#DIV/0!	#DIV/0!		Aug											-				August					

Page **9** of **37** 

# MONTHLY BOARD REPORT - FEB 2025

	MONTHLY	MONTHLY	ANNUAL	YEAR TO DATE	YTD	YTD
	FY2025	FY 2025	FY 2025	FY 2025	Percent	<u>Dollar</u>
	BUDGET	<u>February</u>	BUDGET	<u>February</u>	<u>Variance</u>	<u>Variance</u>
EXPENSES						
Salary and Wages	\$1,656,087.32	\$1,534,215.57	\$19,873,048.53	\$8,975,922.15	45	\$10,897,126.38
Fringe Benefits	\$562,581.44	\$577,223.31	\$6,750,975.93	\$3,419,705.02	51	\$3,331,270.91
Travel	\$17,661.10	\$52,615.78	\$211,932.23	\$151,848.40	72	\$60,083.83
Comsumables	\$31,828.14	\$47,420.23	\$381,942.00	\$297,684.06	78	\$84,257.94
Pharmaceuticals/other	\$30,363.91	\$82,767.36	\$364,366.80	\$177,111.31	49	\$187,255.49
Capital Improvements	\$46,143.04	\$100,115.18	\$553,716.11	\$1,092,374.76	197	(\$538,658.65)
Furniture/Equip/Computer>\$5000	\$14,628.28	\$4,605.06	\$175,538.95	\$83,993.74	48	\$91,545.21
Furniture/Equip/Computer<\$5000	\$28,300.93	\$1,583.51	\$339,610.86	\$29,538.46	9	\$310,072.40
Facility Costs:	\$40,834.26	\$40,792.58	\$490,010.54	\$272,730.92	56	\$217,279.62
Utilities	\$13,205.79	\$14,319.59	\$158,469.55	\$76,781.96	48	\$81,687.59
Communications:	\$38,266.60	\$58,973.98	\$459,199.58	\$257,177.77	56	\$202,021.81
Insurance	\$49,754.10	\$40,726.52	\$597,049.62	\$247,127.25	41	\$349,922.37
Vehicle Operating	\$17,074.12	\$27,012.21	\$204,888.38	\$108,791.00	53	\$96,097.38
Other Operating	\$23,155.05	\$32,543.79	\$277,860.48	\$129,330.94	47	\$148,529.54
Client Support Cost	\$48,250.21	\$41,428.84	\$579,002.07	\$239,474.79	41	\$339,527.28
Unallowable Costs	\$8,041.61	\$7,685.37	\$96,499.51	\$65,977.65	68	\$30,521.86
Consultant/Professional - External	\$16,371.88	\$13,779.00	\$196,462.50	\$67,445.77	34	\$129,016.73
Other Organizations - Internal	\$2,833.33	\$944.00	\$34,000.00	\$6,960.00	20	\$27,040.00
Other Organizations - External	\$1,079,934.65	\$1,100,820.20	\$12,959,215.63	\$6,669,103.66	51	\$6,290,111.97
Other Organizations - Non-Clinical	\$208,727.84	\$74,378.71	\$2,504,733.63	\$613,165.39	24	\$1,891,568.24
TOTAL EXPENSES:	\$3,934,043.60	\$3,853,950.79	\$47,208,522.90	\$22,982,245.00	<u>49</u>	\$24,226,277.90

# MONTHLY BOARD REPORT - FEB 2025

	MONTHLY	MONTHLY	ANNUAL	YEAR TO DATE	YTD	YTD
	FY2025	FY 2025	FY 2025	FY 2025	Percent	<u>Dollar</u>
	BUDGET	<u>February</u>	BUDGET	<u>February</u>	<u>Variance</u>	<u>Variance</u>
REVENUES						
Brazoria County:	\$22,376.66	\$22,376.66	\$268,520.00	\$134,809.96	(50)	\$133,710.04
Galveston County:	\$71,085.51	\$72,382.12	\$853,026.10	\$406,043.35	(48)	\$446,982.75
Local Funds:	\$123,971.32	\$77,495.65	\$1,487,655.54	\$688,242.39	(46)	\$799,413.15
Earned Income:	\$480,294.30	\$413,556.77	\$5,763,532.12	\$2,759,089.34	(48)	\$3,004,442.78
State Funds Allocated:	\$1,716,041.70	\$1,763,644.14	\$20,592,500.44	\$10,476,630.06	(51)	\$10,115,870.38
StateFunds Grants-Cost Reimb:	\$582,996.85	\$436,413.51	\$6,995,961.96	\$2,528,855.67	(36)	\$4,467,106.29
Federal Funds - Allocated	\$80,716.07	\$80,716.07	\$968,592.84	\$484,296.42	(50)	\$484,296.42
Federal Funds -Grants Cost Reimb:	\$314,988.11	\$402,371.08	\$3,779,857.27	\$1,779,422.94	(47)	\$2,000,434.33
Federal Funds - Misc.:	\$52,119.43	\$91,581.32	\$625,432.97	\$347,828.44	(56)	\$277,604.53
Federal Funds -DPP:	\$118,852.45	\$118,852.45	\$1,426,229.39	\$689,114.70	(48)	\$737,114.69
Federal Funds - CCP	\$370,601.20	\$300,601.20	\$4,447,214.27	\$1,833,607.18	(41)	\$2,613,607.09
Total Revenue	\$3,934,043.60	\$3,779,990.97	\$47,208,522.90	\$22,127,940.45	(47)	\$25,080,582.45
EXCESS OF REVENUE OVER EXPENSES	\$0.00	(\$73,959.82)	\$0.00	(\$854,304.55)	0	\$854,304.55
LESS: CAPTIAL OUTLAY	(\$46,143.04)	(\$100,115.18)	(\$553,716.11)	(\$1,092,374.76)	(197)	\$538,658.65
NET OPERATING SURPLUS/DEFICIT:	\$46,143.04	\$26,155.36	\$553,716.11	\$238,070.21	43	\$315,645.90



# **Gulf Coast Center**

# Corporate Compliance Annual Report

Fiscal Year 2024

Submitted by: Cindy Kegg, Corporate Compliance Officer Gulf Coast Center February 2025 Gulf Coast Center

**Corporate Compliance Annual Report** 

#### Fiscal Year 2024

Gulf Coast Center's Corporate Compliance Program has been in place since FY 2002 and continues to serve as the framework for the compliance efforts within the organization. The Compliance Plan and Business Code of Conduct convey the Center's clear commitment to honest and responsible conduct and reinforce the expectation of lawful and ethical behavior throughout the organization. This report reflects key components of the Center's Compliance Program with corresponding activities of FY 2024, as well as comparison figures from FY 2002 through FY 2024 where indicated. The report also includes a summary of accomplishments from the Federal fiscal year (October 2023 – September 2024) as reported by the Office of Inspector General (OIG) and the Department of Justice (DOJ).

#### corporate Compliance Training

Addressing identified concerns is fundamental to an effective compliance program; however, a well-educated workforce may help prevent issues from occurring from the outset and is therefore paramount to a successful compliance strategy. With mandatory compliance training for new hires as part of new employee orientation, the Center is better positioned to preemptively establish compliance expectations. Annual compliance training is also mandatory to help ensure that all staff maintain an acceptable level of knowledge. Additionally, the Compliance Officer and General Counsel are readily available to answer questions and provide guidance on specific situations that arise throughout the year.

In September 2023 the Compliance Officer and General Counsel recorded an updated Corporate Compliance & Rights Protection training video for the Center. New hires and existing staff review the video and complete the post-test/final exam to meet their initial and annual training requirements, respectively. During FY 2024, 97% of staff who were required to complete the training by 8/31/24 accomplished the task. Two hundred and twenty-five (225) staff completed the compliance training video and eighty (80) eligible staff¹ opted to complete the *Corporate Compliance and Rights Protection Exemption Test* with a passing score of 80% or better. Confirmation of training/test completion is maintained by both Human Resources and the Compliance Officer.

#### Compliance Reports / Investigations

The Center's Compliance Officer investigated three (3) compliance concerns during FY 2024. The incidents impacted eleven (11) individuals and were related to unauthorized disclosures: 1) an email inadvertently included a former staff (1 individual impacted); 2) an email mistakenly included an external recipient (9 individuals impacted); and 3) an individual was given another person's medication (1 individual impacted).

The following table denotes the number and type of reported compliance concerns investigated by the Compliance Officer since the initiation of the compliance program in FY 2002.

(Numbers in parenthesis represent incidents resulting in a refund. For example: 2 (1) reads 2 investigations, 1 of which resulted in a refund. Similarly, the *Medicaid Refund* column denotes in parenthesis the number of incidents responsible for the refund for that fiscal year).

<sup>&</sup>lt;sup>1</sup> 1) employed with the Center at least 5 years (60 months); 2) have not been the subject of a compliance investigation; and 3) have not caused a payback of greater than \$50.

FY	Confidentiality	Billing/ Documentation	Credentials	Fraud Allegati Unconf	ons . / Conf.	Contract/ Other	TOTAL	Medicaid Refund
2002	0	2 (1)	2 (1)	(	)	2	6	\$9,821.31 (2)
2003	1	3 (1)	3 (1)	(	)	1	8	\$3,654.20 (2)
2004	11	2 (1)	0	3 (1)	1 (1)	0	17	\$15,437.36 (3)
2005	14	2	0		1 (1)	0	17	\$17,699.55 (1)
2006	8	3 (1)	0	1 (1)		0	12	\$12,471.46 (2)
2007	11	3 (2)	0	(	)	0	14	\$14,994.83 (2)
2008	5	0	0		2	0	7	(0)
2009	5	2	0		3 (3)	0	10	\$27,672.28 (3)
2010	4	0	0	3 (3)	1 (1)	0	8	\$22,168.46 (4)
2011	7	0	0	(	)	1	8	(0)
2012	22	2 (1)	0	1		1	26	\$46.76 (1)
2013	18	1	0		1 (1)	2	22	\$275.22 (1)
2014	22	0	0	0	0	0	22	(0)
2015	18	2	0	0	0	0	20	(0)
2016	111	1	0	0	0	0	112	\$2,585.28 (1)
2017	25	0	0	0	0	0	25	(0)
2018	18	0	0	0	0	0	18	(0)
2019	16	0	0	1	0	0	17	(0)
2020	4	0	0	0	0	0	4	(0)
2021	14	0	0	0	0	0	14	(0)
2022	2	0	0	0	0	0	2	(0)
2023	4	0	0	0	0	0	4	(0)
2024	3	0	0	0	0	0	3	(0)
Total	343	23	5	9	9	7	396	\$126,826.71 (22)

#### **Corporate Compliance Committee**

The Corporate Compliance Committee meets regularly and continues to advise, assist and support the Compliance Officer in operating and monitoring the Compliance Program. The committee convened quarterly during FY 2024 with meetings on September 19, 2023; December 19, 2023; March 19, 2024; and June 18, 2024.

Membership during FY 2024 included the following individuals and is reflective of the major service areas:

Amy McMahon, Director of Behavioral Health Services, Brazoria County

Casey Duty, Utilization Manager

Cindy Kegg, Corporate Compliance Officer/Rights Protection Officer

Devon Stanley, Chief Information Officer

Jerry Freshour, Senior Director for Crisis & Justice Services

Kelsey Hoosier, Director of Human Resources

Mary Ann Mallini, Director of Reimbursement Services

Melissa Hollman, Director of Quality and Contracts Management

Sandy Patterson, Director of Behavioral Health Services, Galveston County

Timothy Ornelas, IDD Crisis Intervention Specialist

During FY 2024, guest attendees included Linda Bell, General Counsel; Dr. Renee Valdez, Chief Medical Officer; and Ashlyn Murphy; HR.

In addition to addressing and responding to any specific concerns identified during the quarterly meetings, the committee routinely reviews the following:

- Compliance reports and incidents
- Compliance investigations
- Business Code of Conduct violations
- Overpayments / refunds, fee collection

Page 14 of 37

- Audit findings
- Quality Management activities
- Drug and alcohol testing!
- Licensure / website verifications / background check issues
- OIG List of Excluded Individuals/Entities (LEIE)<sup>2</sup> reports
- HITECH Breach Notification issues
- The Compliance Plan, Compliance Procedures and Business Code of Conduct
- Risk and Compliance Annual Assessment
- BT&T Security Risk Assessment

#### Fiscal Audit

The Center's annual Financial and Compliance Audit for the year ending August 31, 2024 was completed by Eide Bailly in January 2025. Per Chief Financial Officer Rick Elizondo, there were no Federal or State compliance findings. The audit will be presented to the Center's Board of Trustees on February 26, 2025.

#### <u>Compliance – A Federal Perspective</u>

On December 4, 2024, the Health and Human Services Office of Inspector General posted the OIG's Semi-Annual Report to Congress covering April 1, 2024 – September 30, 2024. The press release highlighted the achievements of the 2024 Federal fiscal year (October 1, 2023 through September 30, 2024) and included the following accomplishments:

- \$7.13 billion in expected recoveries resulting from HHS-OIG audits and investigations;
- 1,548 criminal and civil enforcement actions against individuals and entities suspected of engaging in crimes targeting HHS programs and the people they serve
- 3,234 individuals and entities were excluded from participation in Federal health care programs. On January 15, 2025, a press release from the *Office of Public Affairs* reported that the Department of Justice exceeded \$2.9 billion in False Claims Act settlements and judgments in the fiscal year ending Sept. 30, 2024. According to the release, recoveries since 1986, when Congress substantially strengthened the civil False Claims Act, now total more than \$78 billion. Accomplishments highlighted in the DOJ report include:
  - Of the more than \$2.9 billion in settlements and judgments, \$1.67 billion related to matters that involved the health care industry, including managed care providers, hospitals and other medical facilities, pharmacies, pharmaceutical companies, laboratories, and physicians.
  - The government and whistleblowers were a party to 558 settlements and judgements, the second highest number of settlements and judgments in a single year.
  - Whistleblowers filed 979 qui tam<sup>3</sup> suits which breaks the prior record set in 2013, and this past year, the Justice Department reported settlements and judgements exceeding \$2.4 billion in these and earlier filed qui tam suits.

#### Conclusion

Gulf Coast Center's Compliance Plan and Business Code of Conduct continue to serve as the cornerstone for the compliance program by establishing clear expectations for professional conduct and accountability within the organization. This well-established commitment to compliance is indicative of the Center's dedication to promoting a culture that values personal, professional, and organizational

<sup>&</sup>lt;sup>2</sup> Anyone who hires an individual or entity on the LEIE may be subject to civil monetary penalties (CMP). To avoid CMP liability, health care entities should routinely check the list to ensure that new hires and current employees are not on it. (U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Washington, DC, 20201, US; subscription email, January 10, 2025).

<sup>&</sup>lt;sup>3</sup> Qui tam provisions of the False Claims Act allow private citizens to file suits alleging false claims on behalf of the government. If the United States prevails in the action, the whistleblower, known as a relator, receives up to 30 percent of the recovery. (The False Claims Amendment Act of 1986; P.L. 99-562; October 27, 1986).

integrity while mitigating the risk of improper and unlawful conduct. As reflected in our core value of accountability: we value achievement of an exemplary standard of accountability for our individual and collective performance. The Compliance Officer, Compliance Committee, General Counsel and Executive Leadership/ Management will continue to work collaboratively to help ensure that Gulf Coast Center business is conducted in an environment with the highest ethical, legal and professional standards.



The Gulf Coast Center 4352 E.F. Lowry Expressway Texas City, Texas 77591 (281) 229-2469 (409) 948-1411 FAX SamuelT@GulfCoastCenter.org

#### MEMORANDUM

Jan 03, 2025

To: Board of Trustees

From: Samuel Tingle, Director of Fixed Assets and Purchasing

Re: Declaration of Surplus Vehicle

Approval is requested to declare the following vehicle as surplus and authorize disposal.

- · 2009 Ford Crown Victoria
  - VIN # 2FAHP71V59X118759
  - o License Plate # 132-7044
  - o 165,450 miles

Thank you for your consideration.



#### Smith & Dean, Inc. dba Dean's Professional Services Staffing Service Agreement

Staffing Agreement	Page 2
Exhibit A – Rates Schedule	Page 8
Exhibit B - Sample Benefits Waiver	Page 9
Exhibit C – Sample Confidentiality Agreement	Page 10
Evhibit D = Joint Commission Contract Addendum	Page 11

Prepared For: Gulf Coast Center Tamera Yoakum 3201 FM 2004 Texas City, TX 77591 409.944.4375 tameray@gulfcoastcenter.org

#### Prepared By:

Smith & Dean, Inc. dba Dean's Professional Services
Corporate Office
1250 Wood Branch Park Dr., Ste 650
Houston, TX 77079
713.785.7483 | 1.800.805.9318 (toll free)
www.deansprofessionalservices.com





# STAFFING AGREEMENT BY AND BETWEEN Smith & Dean, Inc. dba Dean's Professional Services and Gulf Coast Center

The undersigned agreement is hereby entered into by and between, **Gulf Coast Center**, <u>referred to as "CLIENT"</u>, located at 4444 West Main St., League City, TX 77573, and Smith and Dean, Inc. d/b/a Dean's Professional Services and its agents located at 1250 Wood Branch Park Dr. Ste 650, Houston, Texas 77079, hereinafter referred to as "DPS."

#### RECITAL

CLIENT is engaged in the operation of advancing health equity, improving availability and access to services, and eliminating health disparities in our communities with its principal place of business being located at 4444 West Main St., League City, TX 77573, and desires to engage the services of DPS to assist in such operations by rendering its services under the terms and conditions in this Agreement.

DPS is in the business of providing medical, administrative, and professional personnel duly licensed to practice throughout the United States and desires to render its service as provided herein. Therefore, CLIENT hereby engages the services of DPS and in consideration of the mutual promises contained herein, the parties agree as follows.

#### TERMS

The terms of the Agreement shall be one (1) year unless terminated sooner by either party. Termination of this Agreement may be affected immediately for breach upon delivery of written notice to the other party. Termination without cause may be affected, at any time, with thirty (30) days written notice to the other party. Such notices of termination will not relieve CLIENT of paying owed fees to DPS as specified herein. This Agreement shall automatically renew for a period of one year unless written notice of termination is made at least thirty (30) days prior to the end of the regular term of this Agreement. All notices must be provided in writing, and in the manner described in the paragraph labeled NOTICE.

#### DEAN'S PROFESSIONAL SERVICES

#### SERVICES

- a. It is agreed that DPS will, for the purpose of staffing needs, recruit, screen interview, hire, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT'S supervision at the locations specified on Exhibit A and will, as the common law employer of Assigned Employees be responsible for the following:
- b. Pay assigned employees' wages and provide them with the benefits DPS offers them.
- Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle
  unemployment and workers' compensation claims involving Assigned Employees.
- d. Require Assigned Employees to sign agreements (in the form of Exhibit B) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, retirement plans, or any other benefits offered or provided by CLIENT.
- e. Require Assigned Employees to sign confidentiality agreements (in the form of Exhibit C) before they begin their assignments to CLIENT.
- f. Comply with federal, state, and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
- g. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer-shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

#### RIGHT TO CONTROL

In addition to DPS's duties and responsibilities set forth in paragraph 1, DPS, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce DPS's employment policies relating to Assigned Employee conduct at the worksite.



#### CLIENT

It is agreed that the CLIENT will do and comply with the following:

- Properly supervise Assigned Employees performing their work and be responsible for its business operations, products, services, and intellectual property.
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables without DPS's express prior written approval or as strictly required by the job description provided to DPS.
- c. Provide Assigned employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site.
- d. Not change Assigned Employee's job duties without DPS's express prior written approval; and
- Exclude Assigned Employees from CLIENT'S benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

#### PAYMENT TERMS, BILLING RATES, AND FEES

#### TERMS

CLIENT will pay DPS for its performance at the rates set forth in Exhibit A and will also pay any additional costs or fees set forth in this Agreement. DPS will invoice CLIENT for any services provided under this Agreement on a weekly basis. All invoices are due upon receipt. DPS may assess interest on invoices outstanding past 20 days at a rate of 1.50% per month. All invoice amounts are to be paid in accordance with the Terms. CLIENT must bring all disputed amounts to the attention of DPS upon receipt of the invoice. Disputed invoices shall not constitute a valid reason for non-payment. Invoices will be supported by the pertinent time sheets or other agreed systems for documenting time worked by the Assigned Employees. CLIENT'S signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes DPS to bill CLIENT for those hours. If a portion of any invoice is disputed, the CLIENT will pay the undisputed portion.

#### PRESUMED NON-EXEMPT STATUS

Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. DPS will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT'S special billing rate for premium hours will be the same multiple of the regular billing rate as DPS is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)

#### MINIMUM BILLING (TEMPORARY)

DPS will bill CLIENT a minimum of four (4) hours for any scheduled assignment that is worked by a DPS employee.

#### DPS FOUR (4) HOUR GUARANTEE

DPS guarantees that the Assigned Employees that DPS recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets DPS know within four (4) hours, DPS will not charge for the first four (4) hours of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.

#### CONVERSION OF TEMPORARY TO HIRE

CLIENT agrees that when an Assigned Employee completes 720 hours of consecutive employment; CLIENT may covert Assigned Employee for placement at \$500.00. The hours of each Assigned Employee placed must be consecutive, with no break in service. Hours are not transferrable between assignments, positions, or employees.

DPS Staffing Service Agreement | 3



#### CANCELLED SHIFTS

If a shift is canceled within 2 hours of the scheduled start time, CLIENT agrees to pay for 2 hours at the scheduled bill rate.

#### MILEAGE

DPS will invoice the CLIENT at the federal mileage rate per mile for work-related mileage required by the CLIENT (i.e., travel between two facilities, etc.).

#### INCREASED LABOR COSTS

In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay DPS the amount of all new or increased labor costs associated with CLIENT'S Assigned Employees that DPS is legally required to pay – such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels – until the parties agree on new bill rates.

#### HOLIDAY RATES

Holiday billing rates are one and one-half (1.5) times the regular hourly rate on all shifts for the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

#### TIMESHEETS

Weekly, all DPS employees will enter their worked time into a web-based time-keeping system. DPS will then present an electronic time sheet to the CLIENT via email for verification and approval. The CLIENT will approve the timesheet electronically, (or reject if an inquiry is needed). Employees are required to enter all worked time no later than Saturday at midnight for work performed during the previous Saturday through Friday. CLIENT is requested to approve timesheet no later than Monday at 6:00pm. If CLIENT does not approve by Monday at 6:00pm, DPS will force approve timesheet. Time that has been approved by the CLIENT or force approved by DPS will be processed for payroll and invoiced to the CLIENT. DPS will include an electronic timesheet copy with all invoices. Invoices will be emailed weekly to the designated recipient. DPS does not process daily pay.

#### NON-RECRUITMENT

CLIENT and DPS agree not to participate or encourage Assigned Employees to apply with CLIENT within 1 year (365 days) of being assigned, represented by, introduced by, and/or employed or completing the assignment by DPS. If the CLIENT uses the services of any Assigned Employee as listed above; as it directs Employee, as an independent contractor, or through any person or firm other than DPS during or within 365 days after DPS introduction, assignment or engagement CLIENT must notify DPS and:

- a. Continue the Assigned Employee's assignment from DPS for his or her next 720 consecutive work hours for CLIENT: or
- b. Pay DPS a fee in the amount of \$3,500.00 for that Assigned Employee due within 10 days of CLIENT's start date, whichever is higher.

However, under option (a), the length of the required assignment continuation will be reduced by the Assigned Employee's pre-notice work hours within the previous year for which CLIENT has paid or for which CLIENT has not yet been billed.

#### FINANCIAL AUDIT

Upon reasonable written notice, either party may, at its own expense, inspect the other party's financial records relating to this Agreement, and the audited party shall cooperate with such audit. Auditors who are not employees of the auditing party may be engaged for this purpose only with the consent of the audited party.



#### NATURE OF RELATIONSHIP

The services that DPS will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between DPS and CLIENT.

#### HEADINGS

The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

#### ARBITRATION

Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) at the AAA location closest to DPS's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### CONFIDENTIAL INFORMATION

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to DPS as a result of Assigned Employees' access to such information.

#### COOPERATION

The parties agree to cooperate fully and to aid the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

#### INDEMNIFICATION AND LIMITATION OF LIABILITY

To the extent permitted by law, DPS will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by DPS's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence, or willful misconduct of DPS or DPS's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, CLIENT will defend, indemnify, and hold DPS and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 24 hours or one (1) business day after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.



#### PROVISIONS OF AGREEMENT

Provisions of this Agreement which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal. No provision of this Agreement may be amended or waived unless agreed to in a writing and signed by the parties.

Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

#### DELAY IN PERFORMANCE

Neither party will be responsible for failure or delay in the performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

#### CONTRACT INTERPRETATION

The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

#### ASSIGNMENT OF AGREEMENT

CLIENT shall not transfer or assign this Agreement without the written consent of DPS, and any attempted assignment without such consent shall immediately terminate this Agreement.

#### AFFORDABLE HEALTHCARE ACT

<u>DPS Indemnification of Client for Liability under Affordable Care Act</u> DPS shall be solely responsible for, and shall reimburse, indemnify, and hold harmless CLIENT (hereafter collectively referred to as "CLIENT Indemnity") for, any taxes, penalties, or other liabilities assessed against DPS or CLIENT under Code §4980H with respect to Assigned Employees due to DPS's failure to—

- Offer "minimum essential coverage" under an "eligible employer-sponsored plan" each within the meaning of Code §5000A(f)(1)(B);
- Offer coverage that is not "affordable" or fails to provide "minimum value," each within the meaning of Code §36B(c)(2)(C) and §4980H(b) and related regulations.

Provided, however, that in no event shall CLIENT Indemnity extend to any taxes, penalties, or other liabilities under Code §4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code §4980H(a), as a result of the failure by CLIENT to make offers of minimum essential coverage to its employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of CLIENT's making an offer of minimum essential coverage to its employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

If CLIENT is notified by any government entity of CLIENT's potential liability for any such taxes, penalties, or other liabilities relating to Assigned Employees, DPS shall fully cooperate, at DPS's reasonable expense, with CLIENT's efforts to object to or appeal any such determination of liability or potential liability.



#### CHOICE OF LAW

This agreement will be governed by and construed in accordance with the laws of the state of TEXAS, without reference to any conflicts of law principles thereof.

#### AMENDMENT

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

#### NOTICE

Any notice or request or other communication required or permitted to be given to either party shall be given in writing and will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement. Each notice given in accordance with this paragraph shall be deemed to have been given on the date personally delivered, if by facsimile, on the date of facsimile with confirmed receipt, or, is mailed, on the fifth day following the day on which it is deposited in the United States mail, certified or registered mail, return receipt requested, with postage prepaid, and addressed to the party as listed on the first page of this Agreement.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms. I have the authority to bind Client to this Agreement, and the owner/shareholder/partner in Client guarantees payment of all sums to be paid by Client as provided in the Agreement.

CLIENT - GULF COAST CENTER	SMITH & DEAN, INC DBA DEAN'S PROFESSIONAL SERVICES
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date



#### Exhibit A - Rate Schedule

For Services rendered under this Agreement, DPS shall be entitled to the following billing rates. DPS reserves the right to increase these billing rates with thirty (30) days written notice to the Client.

Position Title	Specific Requests, Skills, Certifications	Temporary Bill Rates
Phlebotomists, LVNs, RNs and all positions requested by the customer		65% Mark-Up on Pay Rate

Position Title	Direct Hire Rates*
All positions requested by the customer	•\$3,500 for unlicensed professionals below \$40,000 annual salary •\$4,500 for licensed/certified professionals below \$40,000 annual salary •10%-20% of annual salary above \$40,000 •\$500 minimum conversion after 720 hours

Rates may vary based on additional job descriptions.

\*90-Day Guarantee (Direct Hire): Once you, the CLIENT, have employed the applicant, DPS will send an invoice that is due upon receipt.

DPS will have an exclusive guarantee for a one-time replacement. If the person is terminated or resigns within 90 days, DPS will replace the person at no additional cost to your facility. The replacement guarantee is only valid if the invoice is paid within 30 days. Once you have employed the applicant, this agreement is in full effect and may not be changed or altered for any reason.

CLIENT - GULF COAST CENTER	SMITH & DEAN, INC D/B/A DEAN'S PROFESSIONAL SERVICES
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

DPS Staffing Service Agreement | 8



# Exhibit B SAMPLE Benefits Waiver for Assigned Employees

#### Agreement and Waiver

In consideration of my assignment to CLIENT by DPS, I agree that I am solely an employee of DPS for benefits plan purposes and that I am eligible only for such benefits as DPS may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by DPS and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE	WITNESS
Signature	Signature
Printed Name	Printed Name
Date	Date



# Exhibit C SAMPLE Confidentiality Agreement for Assigned Employees

#### Assigned Employee Confidentiality Agreement

As a condition of my assignment by DPS to CLIENT, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of CLIENT. I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement. The obligations of this Agreement will survive my employment by DPS.

EMPLOYEE	WITNESS	
Signature	Signature	
Printed Name	Printed Name	
Date	Date	



#### 2024 Joint Commission Contract Addendum

This Addendum is generated to comply with JOINT COMMISSION Standards.

- Credentialing of Staff: DPS will provide Staff that meets Joint Commission, Participating Institution, and Federal or State guidelines for
  placement in Participating Institution including but not limited to the performance of primary source verification of license/certification
  or registration of staff including sanctions or limitations; criminal background check; verification of applicable health screenings;
  verification of identity and employment authorization via E-Verify; verification of advanced training; verification of education and
  experience.
- Orientation of Staff: DPS shall provide basic orientation to staff on DPS's own internal policies and practices. DPS shall ensure that DPS staff complete any Participating Institution-specific orientation, as required below, as a condition to the placement of DPS staff with Participating Institution. DPS warrants compliance with all State, Federal, CDC, OSHA, Universal Precautions, TB, and Infectious Waste, JOINT COMMISSION Standards, CMS, and other Federal regulations for all DPS staff. Participating Institution will provide DPS with any necessary documents pertaining to Participating Institution-specific orientation and this information will be reviewed with DPS staff at DPS's office.
  - a. DPS shall request and review detailed information about a Participating Institution's orientation program before assigning DPS staff to such Institution to be aware of the Participating Institution's expected standards of performance and any specific requirements.
  - b. DPS shall be responsible for scheduling and verifying the orientation of DPS staff at a Participating Institution before such DPS staff's assignment at that Participating Institution. Participating Institutions shall be responsible for making orientation sessions available to DPS staff before such individual's assignment. Before an assignment begins, the Participating Institution shall provide orientation to the unit to which DPS staff will be assigned and validate orientation to the unit when asked to float to another unit.
- Assigning of Staff: DPS shall not offer or assign DPS staff to a Participating Institution unless DPS has determined that the individual is fully
  qualified for the assignment and can provide safe and effective patient care services.
- Proof of Joint Commission Standards: DPS shall provide proof of JOINT COMMISSION standards compliance to the Participating Institution
  upon request or initial placement of DPS staff and when Participating Institution is being surveyed by State, Federal agencies, or JOINT
  COMMISSION.
- 5. Participating Institution:
  - a. Performance Evaluation: The participation Institution shall evaluate the performance and competencies of DPS staff placed at Participating Institution and provide verification by statement and a signed copy of performance evaluation/competencies that DPS staff were provided at the time of initial placement and at each evaluation period, in compliance with JOINT COMMISSION standards for both DPS (JOINT COMMISSION Health Care Staffing Certification) and Participating Institution (JOINT COMMISSION Accreditation). For thirteen-week assignments, feedback to both DPS and staff is encouraged at intervals to improve patient care and safe practices.
  - Education of Staff: Participating Institution (and DPS) shall educate staff on programs, actions, training, etc. designed to
    meet National Patient Safety Goals and Performance Improvement Measures of CDC, OSHA, CMS, OIG, JOINT
    COMMISSION, and other official agencies.
  - c. On-site Staff Meetings / Safety Training: Participating Institutions shall include DPS staff in staff meetings, and safety training programs, including but not limited to, fire, emergency, disaster, etc. In addition, CPR classes (if offered within 30-60 days of current card expiration). These are intended to assist the Participating Institution and DPS to comply with safe patient practices, regulations of OIG, CMS, and standards of JOINT COMMISSION.
- 6. Notification of Incidents: Participating Institution shall notify DPS immediately of any incidents, errors, sentinel events, injuries, unanticipated deaths or safety hazards, ethical issues/concerns, cultural issues/concerns, complaints, grievances, absenteeism, tardiness, failure to perform duties at expected levels, property damage or negative pattern or trend or any other adverse event not otherwise included, or in violation of local, state, and federal laws. Each of the above may be reported by telephone but must be submitted in writing by either email or fax to allow DPS sufficient information to work with DPS staff and Participating Institutions to clarify, arbitrate, resolve, or implement disciplinary actions when/where appropriate.
- Reassignment of Staff: Participating Institution shall notify DPS prior to the re-assignment of any participating Staff to ensure DPS staff are
  compliant and competent to perform duties for re-assignment. Staff may only float to areas in which they have the competencies to
  perform the duties assigned.



- Assignment of Agreement: Neither party may assign this Agreement without the prior written consent of the other party, nor will such
  consent not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control
  with the assignor. In any event, the assigning party will remain fully responsible for compliance with all the terms of this agreement.
- Use of Subcontractors: If DPS uses a subcontractor to provide services to Participating Institution, DPS will require conditions for the subcontractor and its employees as outlined in this agreement. DPS will evaluate the services of the subcontractor on an ongoing basis.
- 10. Non-Retaliation: DPS staff may report issues from the facility or DPS directly to the Joint Commission without fear of retribution.

GULF COAST CENTER		
Signature:	Date:	



# MINUTES – Gulf Coast Center Regular Meeting of the Board of Trustees December 11, 2024, at 6:15 p.m. Mainland Community Service Center

Join the meeting by phone (audio only):

Phone Number: +1 (646) 749-3112

Access Code: 745-266-421

1. **Call To Order:** Jamie Travis, Chair of the Board of Trustees, convened the regular meeting on Wednesday, December 11th, 2024, at 6:18 p.m.

The following Board Members were present: Galveston County Commissioner Stephen Holmes, Galveston County Sheriff Lt. Jaime Castro, Jamie Travis, Vivian Renfrow, Chris Cahill, Mary Lou Flynn-Dupart and Caroline Rickaway.

**The following Board Member(s) were absent:** Brazoria County Sheriff Bo Stallman – excused.

**Also present:** Felicia Jeffery, CEO, Linda Bell, General Counsel, and Sarah Holt, CNO

**Announcement(s):** Jamie Travis, Chair of the Board of Trustees announced Jamie White, Gulf Coast Center's Director of IDD Services will be leaving her position to be the Health and Human Services Policy Specialist at the Texas Council of Community Service Centers. Jamie Travis noted she is very excited for Jamie White and wishes her the best.

2. Citizen's Comments: None

3. Program Report: Marissa Pressnell, Care Coordinator Team Lead II provided the board of trustees an overview of care coordination. Marissa explained the definition of care coordination as the deliberate organization of an individual's care activities between two or more participants involved in their care to facilitate the appropriate delivery of healthcare services. Care coordination aims to provide comprehensive, efficient and patient centered care across different settings, providers and services.

Care Coordination activities include working with hospital discharge planners to ensure individuals are connected to GCC services after discharge; assisting and connecting individuals with external providers when they do not meet GCC criteria for services; reaching out to referred individuals from external providers to get connected to GCC services though same day next day; screening and educating individuals on appropriate programs, services and resources available to them that meet their needs.

The focus of care coordination at Gulf Coast Center is to streamline the referral process between care coordination and providers; connect individuals to primary and specialty care providers; work with BT&T to enhance quality assurance and accountability for the care coordinators through our HER; expand care coordination activity to all CCBHC services.

A few goals of care coordination are to increase enrollment and care coordination activities by 25%; have documented over 60% of individuals in GCC services a primary care provider in our HER; have over 50% of individuals with a primary care provider a documented wellness visit with them and continue to improve transition of care to be easier and more efficient.

#### 4. Board Member Reports:

- **a. Texas Council of Community Centers**...........Jamie Travis Board Chair Jamie Travis, Chair stated the Texas Council had an Executive Directors and Board meeting in November. The Texas Council board approved their legislative priorities for the upcoming 89<sup>th</sup> legislative session.
- **b. Texas Council Risk Management Fund.....** Mary Lou Flynn-Dupart TCRMF Board Mary Lou Flynn-Dupart stated there was nothing to report.
- 5. **Operations Report.....**Felicia Jeffery, CEO
  - a. Operational, Clinical, & Financial Excellence
  - Everything a board member should know/ CEO Highlights
     Felicia Jeffery, CEO reported on the Everything a board member should know
     document from the Texas Council of Community Center. In regard to mental health
     funding from the state, the combined Community Mental Health Services strategy
     shows a \$76 million reduction from FY25 to FY26 due to the termination of federal
     funding related to the pandemic. Of that \$76 million Gulf Coast Center received
     \$600,000. With those funds Gulf Coast Center expanded provider services.

- Meeting with Brazoria County Representative Cody Vasut's office, the Pearland Chamber of Commerce and UTMB
  The Pearland Chamber of Commerce conducted a needs assessment that calls for the construction of a 115 bed psychiatric facility. They are asking for 115 million dollars. Gulf Coast Center did not sign on the needs assessment because the assessment asked for the creation of a crisis outreach team. Gulf Coast Center has a crisis outreach team for Brazoria County. It would be a duplication of services. Felicia noted she has joined the Health Care committee at the Pearland Chamber of Commerce to be able to provide more input.
- Highlights from meeting with Brazoria County Judge Sebesta
   Felicia Jeffery noted Jamie Travis, board chair, Sheriff Bo Stallman, board secretary
   and Felicia met with Brazoria County Judge Matt Sebesta and Brazoria County
   Commissioner Stacey Adams to discuss Gulf Coast Center needs. We have not
   received an increase in funding since 2008.
- Update on GCC LEADS
   Felicia Jeffery, CEO introduced Brooke Camarata, Supervisor of IDD Authority
   Services to report on the new L.E.A.D.S program. The L.E.A.D.S is a yearlong
   leadership program for middle managers and the executive management team to
   enhance our leadership skills. This program is led by GCC leadership contractor Dr.
   Julie Armstrong. There will be eleven 60-minute workshops. The LEADs program
   had a kickoff in October and our first virtual workshop in November. Each month
   there is a different focus. There will be a graduation next October.
- Felicia Jeffery, CEO reported part of the mission of the Galveston County Coordinating Council is to apply for grants. Felicia introduced Jerry Freshour, Senior Director for Crisis & Justice Services to talk about a few of the grants Gulf Coast Center has applied for. Jerry noted GCC received the office of the Governor's State Crisis Intervention Program at a cost \$500,000. These funds will be used to fund certain costs for the Galveston County Wellness Center such as the salary for a few positions. \$220,000 of the funds will be for Brazoria County to hire a Meadows Foundation Consultation. One grant that is pending is the Bureau of Justice Administration Connect and Protect Grant for emotional intelligence training for law enforcement in Brazoria and Galveston County. Two of the grants GCC were awarded were for justice involved individuals for jail and crisis diversion. We received one grant for Brazoria County Crisis Co-response team and another for the COAST team on Galveston Island with Galveston Police Department.

b. Clinical Operations Dashboard

Felicia Jeffery, CEO did not have anything to report on the CEO dashboard.

- 6. Budget, Finance and Admin Reports......Rick Elizondo, CFO
  - a. Financial & Operational Monthly Report & YTD Summary
    Felicia Jeffery, CEO presented the Operational Report for November 2024.
- 7. Consent Agenda......Linda Bell, JD, BSN, RN
  Consideration and Approval of Recommendations and Acceptance of Consent
  Agenda Items. (Consent agenda items may be pulled from this consideration for individual action or
  presentation.)
  - a. Review and approval of October 23, 2024 Board Minutes.

On a motion by Mary Lou Flynn-Dupart seconded by Galveston County Sheriff Lt. Jaime Castro the board approved the October 23, 2024 Board Minutes. The motion carried with all members voting in favor. There was no public comment.

b. Review and approval of the October and November 2024 Check Register

On a motion by Mary Lou Flynn-Dupart seconded by Galveston County Sheriff Lt. Jaime Castro the board approved the October and November 2024 Check Registers. The motion carried with all members voting in favor. There was no public comment.

- 8. Action Items......Linda Bell, JD, BSN, RN
  - a. Consider approval of the Center's FY25 Local Provider Network Development Plan (LPND). The LPND plan is posted on the Center's website, has been reviewed by the ETBHN RPNAC as well as an ad hoc committee. No interested providers have been submitted and there are no substantive comments to the plan to date. The plan remains posted until December 15th.

On a motion by Mary Lou Flynn-Dupart, seconded by Vivian Renfrow, the board voted the approval of the Center's FY25 Local Provider Network Development Plan (LPND). The motion carried with all members voting in favor. There was no public comment.

b. Consider approval of the new Training and License Agreement with Research Foundation for Mental Hygiene, Inc., a not-for-profit corporation

Term: One year after signature date

Training Total: \$25,560

Description: RFMH Center for Practice Innovations (CPI) will provide Training and Technical Assistance in OnTrackUSA early psychosis programming to support implementation of a new Coordinated Specialty Care Team. The HHSC Contract for CSC services requires initial training to be done through OnTrackNY which is managed by RFMH. RFMH offers additional technical assistance support the first year of implementation which is voluntary.

On a motion by Mary Lou Flynn-Dupart, seconded by Galveston County Commissioner Stephen Holmes, the board voted the approval of the new Training and License Agreement with Research Foundation for Mental Hygiene, Inc., a not-for-profit corporation. Term: One year after signature date Training Total: \$25,560. The motion carried with all members voting in favor. There was no public comment.

c. Consider approval of the new agreement with University of Texas MD Anderson Cancer Center for participation in The WORTH Program.

Term: FY25 Amount not to exceed: \$0 Description: The WORTH Program is a multi-component tobacco-free workplace program that primarily or exclusively serve women's needs.

On a motion by Galveston County Commissioner Stephen Holmes, seconded by Jaime Castro the board voted the approval of the new agreement with University of Texas MD Anderson Cancer Center for participation in The WORTH Program. Term: FY25. Amount not to exceed: \$0. The motion carried with all members voting in favor. There was no public comment. Mary Lou Flynn-DuPart abstained.

d. Consider approval of the FY25 YES Waiver Provider Services Network Agreement with A Touch of Love Home, LLC.

Service	Unit	Rate
Community Living Support Services	15 min.	\$22.50 (or \$90/hr)
Specialized therapies - Recreation Therapy	15 min.	\$19.36 (or \$\$77.44/hr)
Employment Assistance	15 min.	\$4.89 (\$19.55/hr)
Family Supports	15 min.	\$4.69 (\$18.75/hr)
Paraprofessional Services	15 min.	\$4.61 (\$18.45/hr)

On a motion by Mary Lou Flynn-Dupart, seconded by Vivian Renfrow, the board voted the approval of the FY25 YES Waiver Provider Services Network Agreement with A Touch of Love Home, LLC. The motion carried with all members voting in favor. There was no public comment.

e. Consider approval of the new Project Manager Consultant Agreements with the four identified consultants for separate scopes of work.

Term: Fy25 Amount not to exceed: \$25,000 (\$50/hr.)

- 1. Jacleen Barge will lead the maturation of the Project Management Office (PMO), oversee the overall management of projects, and provide strategic direction for the Centers' grant strategy. This includes driving improvements in project management processes, ensuring alignment with organizational objectives, and supporting the development and execution of grant-funded initiatives.
- 2. Monnazjea Finney-Thomas will lead various finance-related projects and the Adopt-a-Shop initiatives as part of the Gulf Coast Center's (GCC) Business Transformation. Additionally, the consultant will serve as an Agile Coach, supporting the organization in adopting Agile methodologies to enhance its processes, improve collaboration, and achieve greater business agility.
- 3. **Michael Adefela Rominyi** will lead the NCQA (National Committee for Quality Assurance) and CARF (Commission on Accreditation of Rehabilitation Facilities) accreditation processes as part of the overall Project Management Office (PMO). The consultant will manage the entire process, ensuring timely preparation, submission, and successful accreditation, while embedding best practices and ensuring alignment with organizational standards and PMO processes.
- 4. **Veronica Foye** will lead key initiatives in Business Continuity, Cybersecurity Program, and the development of Data Warehouse PowerBI dashboards, ensuring alignment with organizational objectives and business transformation goals. Additionally, the consultant will provide Agile coaching

Page 35 of 37

support for the Business Transformation & Technology (BT&T)

On a motion by Mary Lou Flynn-DuPart, seconded by Jaime Castro, the board voted the approval of the new Project Manager Consultant Agreements with the four identified consultants for separate scopes of work. The motion carried with all members voting in favor. There was no public comment.

9. Pending or revised Action Items.....Linda Bell, JD, BSN, RN

Pending or revised items are those items which were on a prior board agenda but not completely resolved, or there has been a revision since approval. The items may be listed for update purposes or final action by the Board.

o. Consider approval of the revised Resolution for the State Crisis Intervention Grant Program, FY2025 which promotes the prevention, intervention, and reduction of crime and violence and provide essential crisis services to at-risk populations within Texas communities.

On a motion by Mary Lou Flynn-DuPart, seconded by Jaime Castro, the board voted the approval of the revised Resolution for the State Crisis Intervention Grant Program, FY2025 which promotes the prevention, intervention, and reduction of crime and violence and provide essential crisis services to at-risk populations within Texas communities. The motion carried with all members voting in favor. There was no public comment.

10. Calendar......Jamie Travis, Board Chair

Event	Location	Time
Board Meeting	SBCSC	6:15pm
Board Meeting	MCSC	6:15pm
Board Meeting	SBCSC	6:15pm
Board Meeting	MCSC	6:15pm
Board Meeting	SBCSC	6:15pm
TX Council Annual Conference	Sheraton Dallas	
Board Meeting	MCSC	6:15pm
Board Meeting	SBCSC	6:15pm
	Board Meeting Board Meeting Board Meeting Board Meeting Board Meeting Board Meeting TX Council Annual Conference Board Meeting	Board Meeting SBCSC  Board Meeting MCSC  Board Meeting SBCSC  Board Meeting MCSC  Board Meeting SBCSC  TX Council Annual Conference Sheraton Dallas  Board Meeting MCSC

MCSC location: 7510 FM 1765, Texas City, TX SBCSC location: 101 Tigner, Angleton, TX



#### 11. Executive Session. None.

As authorized by Chapter §551.071 of the Texas Government Code, the Board of Trustees reserves the right to adjourn into Executive Session at any time during this meeting to seek legal advice from its Attorney about any matters listed on the agenda.

#### 12. Adjourn

There being no further business to bring before the Board of Trustees, the meeting was adjourned at 8:08 p.m.

Respectfully,	Approved as to Content and Form,
Rachel Griffiffs	Jamie Travis
Rachel Griffitts	Jamie Travis
Secretary to the Board of Trustees	Board Chair