



A Regular Meeting of the Board of Trustees of Metrocare Services will be held on Thursday, September 26, 2024, at approximately 1:30 p.m. Prior to the regular Board Meeting a Board Training session will begin at 1:00 p.m. The meeting will take place at 1345 River Bend Dr., Dallas, TX 75247 in the Mustangs Conference Rm.

If you need additional assistance to effectively participate in or observe this meeting, please notify the Administrative Office at 214.743.1201, at least 72 hours prior to this meeting so that reasonable accommodations can ~~be made~~ to assist you.

A portion of the meeting may be closed for purposes permitted by the Texas Open Meetings Act, Texas Government Code, Section 551.001 et seq., including but not limited to the following sections and purposes:

- Tex. Gov't Code § 551.071 – Consultation with attorney to seek advice on legal matters.
- Tex. Gov't Code § 551.072 – Discussion purchase, exchange, lease, or value of real property.
- Tex. Gov't Code § 551.073 – Deliberations regarding gifts and donations.
- Tex. Gov't Code § 551.074 – Deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- Tex. Gov't Code § 551.076 – Deliberations regarding security devices or security audits.

Kenneth R. Bernstein, Chairman
Metrocare Board of Trustees

Anthony Farmer, Vice Chair
Metrocare Board of Trustees

John W. Burruss, M.D.
Chief Executive Officer

BOARD OF TRUSTEES

Kenneth R. Bernstein
Chairman

Anthony Farmer
Vice Chairman

Dave Hogan
Secretary

Noel O. Santini, M.D.

Stacy Cantu

Jaime Walkowiak

Vickie Rice

Dr. Sam Yang

Sonnia R. Ortega

Agenda

Thursday, September 26, 2024

Board Training - 1:00 pm

Metrocare Real Estate Overview
Eliza Solender Hall

REGULAR BOARD MEETING

1:30 PM

1345 River Bend Dr.
Dallas, Texas 75247
(Mustangs Room)

Mr.
Bernstein

Call Meeting to Order & Declaration of Quorum:

149794

Public Comment: Limited to three minutes (*only those registered*)

Chairman Updates:

- FY24 Board Attendance
- Meetings with the Commissioners Court
- Next board meeting: October 24, 2024

Board Liaison Report:

Dr. Santini

Update from the Ad hoc Committee to Review the CEO's Compensation (To be presented under Executive Session)

Consent Agenda: August 2024 Reports

Pg. Number

All consent agenda items are considered to be routine by the Board and will be enacted with one motion. There will be no separate discussion of items unless a Board Member so requests, in which event, the item will be removed from consideration as an item of consent business and considered in its normal sequence with the other action items listed below in which case full discussion of the item may occur as necessary.

1. Acceptance of the August 22, 2024, Regular Board Meeting Minutes
2. Acceptance of the FY24 Fourth Quarter Reports on Finance
 - Quarterly Investment Report
 - Community Service Contracts over \$100,000 & Non-Community Service Contracts over \$25,000
 - Lease Obligations over \$25,000
 - Legal Expenses
 - Purchases of Goods, Services and Equipment over \$15,000
 - Participation by Historically Underutilized Businesses (HUB)
3. Acceptance of the FY24 Fourth Quarter Report on Salary Adjustments > \$5,000

4. Acceptance of the Quality and Compliance Reports for August 2024
5. Acceptance of the FY24 Fourth Quarter Reports on Internal Review Board Approvals
6. Acceptance of the Local Intellectual and Development Disability Report for August 2024
7. Acceptance of the FY24 Fourth Quarter Report on LIDDA Performance Measures
8. Acceptance of the Strategic Initiatives Report for August 2024

Dr. Burruss

Chief Executive Officer – Service Presentation

The Steven A. Cohen Military Family Clinic: Nicolette Betancourt, LMFT-A

Mr.
Bernstein

Action Agenda:

Dr. Burruss

Acceptance of the Chief Executive Officer Report for the Final FY24 Key Performance Indicator Results through August 2024

The Chief Executive Officer will present an overview of the performance of the center and specific key highlights from the preceding month.

Dr. Burruss

Acceptance of the Real Estate, Property and Space Management Strategic Plan

Finance and Administration Reports

Mr. Wilson

Acceptance of the Financial Report for August 2024 (Unaudited)

The Chief Financial Officer will review the statement of net position, the statement of activities and the statement of cash flow for the month of August and discuss plans to address deficiencies therein relative to departmental plans.

Mr. Wilson

Resolution Delineating the Board’s Awareness and Approval of the Chief Executive Officer’s Execution of an \$20MM Metrocare Advance Term Loan with Texas Capital Bank (TCB).

Mr. Wilson

Recommendation to Accept the Master Services Agreement/Contract between Eleos Health Inc., and Metrocare Services.

Ms. Rosado

Acceptance of the Human Resources Report for August 2024

The Chief Human Resources Officer will present a report on the performance of the department for the prior month and describe plans to address deficiencies relative to departmental plans.

Mr. Boyd

Acceptance of the Facilities Division Report for August 2024

The Chief Facilities Planning and Construction Officer will present a report on the status of current and future major projects for the facilities department relative to departmental plans.

Provider Services Reports

Dr. Hunter

Acceptance of the Clinical Services Division Reports for August 2024

The Chief Medical Officer will present a report on the performance of the medical staff services, and the clinical outcome measure, the developmental disabilities

provider division of the center and discuss plans to address deficiencies relative to departmental plans.

Ms. Wadsworth Acceptance of the Mental Health Division Report for August 2024

The Chief Clinical Officer will present a report of monthly measures for the Mental Health Division, including management plans to address deficiencies relative to departmental plans.

Local Intellectual and Developmental Disability Reports

Ms. Lasso Consideration of Approval of the Texas Department of Health and Human Services Commission (HHSC) Performance Contract Allocation and Summary for FY 2025

Mr. Bernstein **EXECUTIVE SESSION:**

Announcement of Closed Session in Accordance with Texas Government Code:

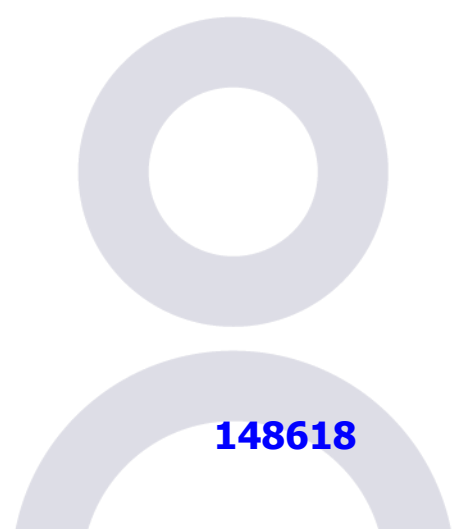
§ 551.074 – CEO’s FY24 and FY25 compensation and incentive payments as outlined in the August 2023 contract

RETURN TO OPEN SESSION:

ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION:

- Approval of the CEO’s FY24 and FY25 compensation and contractual incentive payments

Mr. Bernstein **Adjournment:**



CONSENT AGENDA:

August 2024 Reports

1. Acceptance of the August 22, 2024, Regular Board Meeting Minutes
2. Acceptance of the FY24 Fourth Quarter Reports on Finance
 - Quarterly Investment Report
 - Community Service Contracts over \$100,000 & Non-Community Service Contracts over \$25,000
 - Lease Obligations over \$25,000
 - Legal Expenses
 - Purchases of Goods, Services and Equipment over \$15,000
 - Participation by Historically Underutilized Businesses (HUB)
3. Acceptance of the FY24 Fourth Quarter Reports on Salary Adjustments > \$5K
4. Acceptance of the Information Technology Report
5. Acceptance of the Housing and Homeless Services Report
6. Acceptance of the Quality Management/Compliance and Medical Records Reports
7. Acceptance of the Local Intellectual and Developmental Disability Report
8. Acceptance of the FY24 Fourth Quarter Reports on LIDDA Performance Measures
9. Acceptance of the Texas Department of HHSC Performance Allocation and Summary for FY2024 and FY2025
10. Acceptance of the Strategic Initiatives Report

CHAIRMAN UPDATES



REGULAR BOARD MINUTES

August 22, 2024

METROCARE
Board Meeting Minutes
August 22, 2024

A Regular Meeting of the Board of Trustees of Metrocare convened on Thursday, August 22, 2024. The meeting was held at 1345 River Bend Drive, Dallas, TX 75247 (Mustangs Conference Rm.)

CALL TO ORDER:

Mr. Bernstein, Chairman, called the meeting to order at 1:43 pm. A quorum was confirmed with 8 board members in attendance.

Trustees Present:

Kenneth Bernstein, Anthony Farmer, Dave Hogan, Noel O. Santini, M.D., Stacy G. Cantu, Jaime Walkowiak, Vickie Rice and Sonnia R. Ortega.

Trustee absent:

Dr. Sam Yang

Public Comment: No public comment was received.

Staff present:

John W. Burruss, M.D., Kelli Laos, Lucas Wilson, Judith Hunter, M.D., Jennifer Wadsworth, Ikenna Mogbo, Carolina Lasso, Tate Ringer and Russ Abercrombie.

Guest present:

Joel Geary, Tzegabrhan Kidane, Coco Sanchez and Metrocare staff were in attendance.

Chairman updates:

Board Retreat: Mr. Bernstein said they had a good board retreat this past Saturday and thanked everyone that was present. He referred to the FY2025 Board meeting calendar stating that they will keep the same calendar as FY2024 except for May. It was agreed to keep the fourth Thursday (May 22nd) for the board meeting.

Texas Council of Community Centers Annual Conference: Next year's annual conference will be hosted by Metrocare at the Sheraton Hotel in Downtown Dallas. The event will run from Monday, June 25 through Wednesday, June 27th. He encouraged the trustees to take advantage of the many board training sessions that are offered.

Meal for the Minds: Our annual "Meal for the Minds" will take place on Thursday, October 24th, same day as our board meeting at the Renaissance hotel located on I-35. The board meeting will follow at the same site at approximately 1:30 pm and there will be no board training on that day.

Board Liaison Reports:

Mental Health Advisory Committee:

Ms. Wadsworth, Chief Clinical Officer reported that the Mental Health Advisory Committee met July 15. A new member that was approved by the board was present for orientation and attended her first meeting. Andrew Ahles, Specialty Manager of Clinical Training, made a presentation on the division's evidence-based training.

Ad Hoc Committee to Review the Center's Board Policies and Bylaws:

Mr. Farmer said the committee met in July and reported that they should be done reviewing all the board policies by their next meeting. The Board Policies that were reviewed and revised are in the Consent Agenda for board approval.

CONSENT AGENDA: May 2024 Reports

All consent agenda items are considered to be routine by the Board and will be enacted with one motion. There will be no separate discussion of items unless a Board Member so requests, in which event, the item will be removed from consideration as an item of consent business and considered in its normal sequence with the other action items listed below in which case full discussion of the item may occur as necessary.

1. Acceptance of the Chief Executive Officer Report
2. Acceptance of the Human Resources Report
3. Acceptance of the Facilities Division Report
4. Acceptance of the Information Technology Report
5. Acceptance of the Clinical Services Division Report
6. Acceptance of the Mental Health Services Division Report
7. Acceptance of the Housing Division Report
8. Acceptance of the Quality Management and Compliance Report
9. Acceptance of the Local Intellectual and Developmental Disability Report
10. Acceptance of the Strategic Initiatives Report

CONSENT AGENDA: June 2024 Reports

11. Acceptance of the Chief Executive Officer Report
12. Acceptance of the Human Resources Report
13. Acceptance of the Facilities Division Report
14. Acceptance of the Information Technology Report
15. Acceptance of the Clinical Services Division Report
16. Acceptance of the Mental Health Services Division Report
17. Acceptance of the Housing Division Report
18. Acceptance of the Quality Management and Compliance Report
19. Acceptance of the Local Intellectual and Developmental Disability Report
20. Acceptance of the Strategic Initiatives Report

Consent Agenda: July 2024 Reports

21. Acceptance of the May 16, 2024, Regular Board Meeting Minutes
22. Recommendation to Accept the Revisions made to Board Policies:
 - BP 1.06 Board Organization Structure
 - BP 2.04 Fees for Services
 - BP 2.05 Rights of Persons Served
 - BP 3.01 Compliance
 - BP 3.05 Administration, Safeguard and Security of PHI
 - BP 5.12 Policy on Arbitration
 - BP 6.01 Quality Management
 - BP 6.02 Notification of Deaths of Persons Served and Unusual Incidents
23. Acceptance of the Human Resources Report
24. Acceptance of the Information Technology Report
25. Acceptance of the Clinical Services Division Report
26. Acceptance of the Mental Health Services Division Report
27. Acceptance of the Housing Division Report
28. Acceptance of the Quality Management and Compliance Report
29. Acceptance of the Local Intellectual and Developmental Disability and ACER Report
30. Acceptance of the Strategic Initiatives Report

Motion: Ms. Cantu moved to Accept the Consent Agendas for May, June and July 2024 as presented and Ms. Walkowiak second. The motion was unanimously approved.

Chief Executive Officer – Service Presentation:

Mr. Abercrombie, Chief Informatics Officer, presented a success story detailing Metrocare’s solid response to the CrowdStrike cyber-event that took place on Friday, July 19th. He thanked the IT team for their hard work and getting everyone’s computers up and running as quickly as they did.

ACTION AGENDA

CHIEF EXECUTIVE OFFICER REPORT:

Acceptance of the Chief Executive Officer Report for the FY24 Key Performance Indicator Progress through July 2024:

Dr. Burruss explained that the L/K Campus rebuild has been halted temporarily to allow for further architectural and engineering analysis of the proposed demolition and renovation. He invited Dr. Hunter to announce Metrocare’s upcoming IDD Dual Diagnosis conference on September 24th and Ms. Laos to stress the importance of the CARF-required Board self-assessment that will be completed in the coming weeks.

Acceptance of a Program Related Investment from the Meadows Foundation for the Hillside Campus project (verbal report):

Dr. Burruss explained the proposed Program Related Investment (PRI) from The Meadows Foundation to be used for the Hillside project. This would amount to a commitment of \$250,000 to Metrocare to be repaid in 5 years at 0% interest. Questions were answered around reporting requirements and failure to repay the note followed by a unanimous decision to accept the PRI.

Motion: Ms. Rice moved Acceptance of the Chief Executive Officer Report for the FY24 Key Performance Indicator Progress through July 2024 and the Project Related Investment from the Meadows Foundation for the Hillside Campus project. Mr. Hogan second. The motion was unanimously approved.

Acceptance of the FY25 Key Performance indicators:

Dr. Burruss asked Dr. Hunter to explain the proposed alternative FY25 KPI #4 which measures late charting in the DDP provider group. The baseline is 93.5% timely completion, and the goal is to reach 96%.

Motion: Dr. Santini moved Acceptance of the FY25 Key Performance Indicators as amended and Ms. Walkowiak second. The board unanimously approved the nine FY25 KPIs with this substitution.

FINANCE AND ADMINISTRATION REPORTS

Acceptance of the Financial Report for May, June and July 2024:

Mr. Wilson, Chief Financial Officer, referred to page 149780 of the Statement of Activities for July stating that a detailed account of these activities can be found in the Management Discussion & Analysis report. Next, he referred to the Fee for Service revenue line reporting a \$35.2MM dollar increase compared to last year which was \$30MM. He attributed this change to the hiring of a Director of Revenue Cycle who came in to evaluate and oversee the Netsmart Operation as well as a Director of Business Operation that between the two of them have been able to make systematic changes.

Mr. Wilson referred to the Direct Payment Program (DPP) line stating that in FY23 Metrocare made \$9.1MM and should make \$18.9MM in FY24. Metrocare exceeded the benchmarks for the DPP, to which we are contributing approximately 14% of the whole eligible services statewide. Mr. Bernstein asked if 1 out of 7 is us. Dr. Burruss said this is not NTBHA, and not across the region, this is just Metrocare.

Dr. Burruss gave Kudos to the staff that are involved in running those programs.

Motion: Ms. Cantu moved Acceptance of the Financial Reports for May, June and July 2024 and Mr. Farmer second. The motion was unanimously approved.

Acceptance of the FY25 Operating, Cash, Capital, and Grants Budgets:

Questions were answered from various trustees. Mr. Wilson reported that the Budget does not include the full LIDDA match pending meetings with the County to determine if they will commit the funds.

Dr. Burruss provided the trustees the FY25-FY29 proposed Parkland budget as presented to Commissioner's Court on the Tuesday prior, pointing out that Parkland presented a negative net bottom line beginning in FY26 much as Metrocare has done in the 10-year projections shared with the Board on many occasions. He pointed out that this was not uncommon in healthcare for institutions to present forecasts in this manner, knowing that there will have to be management intervention if the situation unfolds as presented to avoid negative results.

Motion: Ms. Walkowiak moved to Accept FY25 Budgets and Mr. Hogan second. The motion was unanimously approved.

Acceptance of the Engagement Letter with the External Audit Firm of Forvis Mazars, LLP for FY2024:

The FY2024 External Audit will again be performed by the firm of Forvis Mazars, LLT. This will be Forvis' fifth year performing the audit for Metrocare.

Motion: Ms. Walkowiak moved to Accept the Engagement Letter with the External Audit Firm of Forvis Mazars, LLP for FY2024. Ms. Cantu second. The motion was unanimously approved.

Acceptance of the Facilities Division Report for July 2024:

Mr. Boyd, Chief Facilities Planning & Construction Officer, provided a video with the day-to-day progress taking place at the Hillside Campus. He also provided an update on the Lancaster Kiest/Special Needs Offenders Program construction progress and some delays that have been necessitated by architectural and engineering questions. A handout with information on the MWBE Analysis and Breakdown on the Hillside project was provided to the board. Dr. Santini initiated a discussion regarding the percentage of construction contracts awarded to Hispanic subcontractors and asked about Metrocare's procurement efforts surrounding the Hillside project. Dr. Burruss described the efforts to complete a thorough, broadly inclusive procurement process with extensive input from the Dallas County Office of Small Business Enterprise. The Hispanic Contractors Association was included at every step of the process and Metrocare also included information provided to us by Parkland Health and Human Services. Whiting Turner conducted the interviews with scrupulous attention to the expectation that Metrocare include small and historically underutilized businesses as much as possible and the process has resulted in over 40% participation to date, higher than the threshold of 30% in the contract. Discussion ensued.

Motion: Mr. Farmer moved Acceptance of the Facilities Division Report for July 2024 and Mr. Hogan second. The motion was unanimously approved.

Meeting Adjournment: There being no further business to come before the Board, Mr. Bernstein adjourned the meeting at 3:34 p.m.

Minutes approved by:

Dave Hogan, Secretary

FY24 FOURTH QUARTER REPORTS ON FINANCE

- Quarterly Investment Report
- Community Service Contract over \$100,00 & Non-Community Service Contracts over \$25,000
- Lease Obligations over \$25,000
- Legal Expenses
- Purchases of Goods, Services and Equipment over \$15,000
- Participation by Historically Underutilized Businesses (HUB)



BOARD COMMUNICATION

AGENDA ITEM Quarterly Board Reports	BOARD MEETING DATE September 26, 2024
PREPARED BY Anthony Jackson, Chief Accounting Officer	DATE PREPARED September 18, 2024

Executive Summary

The following quarterly reports are prepared and submitted in accordance with specific Board Policies. The data as presented is accurate in all material respects.

- Quarterly Investment Report, Board Policy 4.01.02
- Community & Non-Community Service Contracts, Board Policy 4.02
- Lease Obligations in excess of \$25,000, Board Policy 4.02
- Legal Expenses, Board Policy 4.02
- Purchases of Goods and Equipment in excess of \$15,000, Board Policy 4.02
- Participation by Historically Underutilized Businesses (HUB)

Significant events in the Quarter:

No significant events outside of normal operations.

Action Plan:

Continue to Monitor and Report Quarterly.

Respectfully submitted,

Anthony Jackson

Anthony.Jackson@metrocareservices.org

148629



BOARD COMMUNICATION

AGENDA ITEM Quarterly Investment Report	BOARD MEETING DATE September 26, 2024
PREPARED BY Anthony Jackson, Chief Accounting Officer	DATE PREPARED September 18, 2024

The Quarterly Investment Report is submitted to the Metrocare Board as part of our effort to comply with requirements in the Texas Public Funds Investment Act and Metrocare Board Policy 4.01.02.

Board Policy 4.01.02 states that an investment report shall be prepared, at least quarterly, by the investment officers in accordance with the Public Funds Investment Act. The report shall be written, signed and submitted in a timely manner to the Board of Trustees.

Investment at Communities Foundation of Texas and Texas Capital Bank:

INVESTMENT STATEMENT AUGUST 2024

Account	Description	Investment Date	Maturity Date	Amount Invested	Current Price	APY	Gain/(Loss)
Board Reserve Account #3344	US TREASURY BILLS OID 01/23/2025 DUE 01/23/2025	10/27/2023	1/23/2025	849,279.76	866,868.16	5.40%	17,588.40
Board Reserve Account #3344	US TREASURY BILLS OID 07/11/2024 DUE 07/11/2024	7/23/2024	7/11/2024	832,875.60	865,506.60	5.40%	32,631.00
Board Reserve Account #3344	US TREASURY BILLS OID 10/31/2024 DUE 10/31/2024	10/27/2023	10/31/2024	842,754.50	839,446.00	4.35%	(3,308.50)
Board Reserve Account #3344	CASH & CASH ALTERNATIVES	-	-	-	32,839.08	-	-
				2,524,909.86	2,604,659.84	-	46,910.90

Account	Description	Investment Date	Maturity Date	Amount Invested	Current Price	APY	Gain/(Loss)
Housing Account #K995	US TREASURY BILLS OID 07/05/2024 DUE 07/05/2024	7/9/2024	9/3/2025	743,865.67	768,159.19	4.35%	24,293.52
Housing Account #K995	US TREASURY BILLS OID 08/08/2024 DUE 08/08/2024	2/28/2024	8/8/2024	742,462.50	750,000.00	4.35%	7,537.50
Housing Account #K995	CASH & CASH ALTERNATIVES	-	-	-	-	-	-
				1,486,328.17	1,518,159.19		31,831.02

Account	Description	Investment Date	Maturity Date	Amount Invested	Current Price	APY	Gain/(Loss)
Internal Reserve Account #M060	US TREASURY BILLS OID 08/08/2024	4/2/2024	8/8/2024	-	112,885.87	5.28%	112,885.87
Internal Reserve Account #M061	CASH & CASH ALTERNATIVES	-	-	-	1,486.25	-	-
				-	114,372.12		112,885.87

Altshuler Center for Education	Communities Foundation of Texas	6/1/2015		100,000.00	159,563.97	5.55%	59,563.97
				4,111,238.03	4,396,755.12	-	251,191.76

148630



BOARD COMMUNICATION

AGENDA ITEM	BOARD MEETING DATE
Quarterly Report of Contract Expenditures	September 26, 2024
PREPARED BY	DATE PREPARED
Anthony Jackson, Chief Accounting Officer	September 18, 2024

The Quarterly Report of Community Service and Non- Community Service Contracts are being submitted for Board review in accordance with Board Policy 4.02.

Board Policy 4.02 requires reporting as follows:

- Community Service Contracts with a unit cost of \$100,000 or above,
- Non-Community Service Contracts with a unit cost of \$25,000 or above.

Metrocare procures and monitors these contracts in accordance with the requirements set forth in its Policies, the DADS performance contract and Title 25, Part 2, Chapter 412, Subchapter B of Texas Administrative Code regarding contracts management.

Community Service Contracts

Community Service Contracts are limited to General Revenue (GR) providers. For the 12 months ending August 31, 2024, the Center has made payments totaling \$2,161,653 to service providers. The amounts listed below are those providers whose payments exceed \$25,000 year-to-date.

<u>Vendor</u>	<u>Service</u>	<u>Total</u>
Steadfast Mental Health Servi	GRA Vendor	56,999
Berry Family Services	GRA Vendor	95,542
Pettis and Associates	GRA Vendor	238,502
RodCor, LLC	GRA Vendor	200,203
Language Works, LLC	GRA Vendor	149,149
C3 Academy, LLC	GRA Vendor	31,718
Hour Family TX, LLC	GRA Vendor	72,457
Hope Horizon, LLC	GRA Vendor	44,771
The Wesley Place	GRA Vendor	62,361
Other GRA Vendors		324,068
Other Direct Svc Vendors		885,883
Total Community Service Contracts		<u>\$2,161,653</u>



BOARD COMMUNICATION

AGENDA ITEM Quarterly Lease Report	BOARD MEETING DATE September 26, 2024
PREPARED BY Anthony Jackson, Chief Accounting Officer	DATE PREPARED September 18, 2024

The Quarterly Report on Lease Obligations is being submitted for Board review in accordance with Board Policy 4.02. The table below summarizes current property leases executed by Metrocare Services, whose value exceeds \$25,000.

SITE	SUITE NO.	NO. LOCATIONS	NO. BUILDINGS	SQ/FT	\$/SQ.FT	TOTAL RENT	BASE RENT	ADD. RENT	CURRENT LEASE EXPIRES
1345 River Bend Dallas, TX 75247	200	1	1	24,663	16.00	453,799	394,608	59,191	11/30/2025
1330 River Bend Dallas, TX 75247	100-850	7	1	40,245	13.61	629,895	547,734	82,160	11/30/2024
1881 Sylvan Ave Dallas, TX 75208	150 & 200	1	1	16,667	18.00	345,007	300,006	45,001	4/1/2026
4645 & 4701 Samuell Dallas, TX 75228	ALL	2	3	33,496	7.46	302,000	249,880	37,482	8/31/2037
9708 Skillman Dallas, TX 75243	ALL	1	1	17,500	0.08	30,001	1	30,000	8/31/2025
16160 Midway (Cohen) Addison, TX 75001	218 & 224	1	1	12,000	12.95	178,710	155,400	23,310	11/30/2025
1619 N. Hampton DeSoto, TX 75115	ALL	1	1	5,384	12.00	82,399	61,416	20,983	4/30/2030
530 Regal Row	ALL	1	1	6,000	10.00	69,000	60,000	9,000	3/31/2027
1009 N. Georgetown Round Rock, TX	M4	1	1	1,023	25.00	25,534			M2M
LEASED COMMERCIAL TOTAL:		16	11	156,978	12.79	2,076,173	1,769,046	307,127	



BOARD COMMUNICATION

AGENDA ITEM Quarterly Report on Legal Expenses	BOARD MEETING DATE September 26, 2024
PREPARED BY Anthony Jackson, Chief Accounting Officer	DATE PREPARED September 18, 2024

The Quarterly Report of Legal Expenses is being submitted for Board review in accordance with Board Policy 4.02. The table below summarizes year-to-date legal expenses paid by the Center.

**Metrocare Services
Legal Services Report
Fiscal Year 2024**

<u>Vendor</u>	<u>Services</u>	<u>Qtr 1</u>	<u>Qtr 2</u>	<u>Qtr 3</u>	<u>Qtr 4</u>	<u>YTD</u>
Vincent Serafino Geary Waddell Jenevein	Professional Liability	74,456	38,522	27,355	75,997	216,330
Farrow-Gillespie & Heath LLP	Professional Liability	3,172	2,400	3,908	6,369	15,849
Meadows, Collier, Reed, Cousins, Crouch	Professional Liability			7,135	1,800	8,935
		<u>\$ 77,628</u>	<u>\$ 40,922</u>	<u>\$ 38,398</u>	<u>\$ 84,166</u>	<u>\$ 241,114</u>



BOARD COMMUNICATION

AGENDA ITEM FY24 4th Quarter Reports on Purchase of Goods, Supplies, Equipment and Capital Assets	BOARD MEETING DATE September 26, 2024
PREPARED BY Anthony Jackson, Chief Accounting Officer	DATE PREPARED September 18, 2024

The Quarterly Report on Purchase of Goods, Supplies, Equipment and Capital Assets with a unit cost exceeding \$15,000 is submitted for Board review in accordance with Board Policy 4.02. The table below summarizes the current purchase executed by Metrocare, whose unit value exceeds \$15,000.

Metrocare Services
PO's W/ Units Cost > 15K
FY 2024 - 4th Quarter

<u>PO #</u>	<u>Vendor</u>	<u>Desc</u>	<u>Unit \$</u>
PO8959	WHITING-TURNER CONTRACTING COMPANY	Contract	\$ 8,888,144.12
PO8829	WHITING-TURNER CONTRACTING COMPANY	Contract	\$ 2,906,337.25
PO8725	WHITING-TURNER CONTRACTING COMPANY	Contract	\$ 2,184,944.34
PO8976	MATADOR ENGINEERING INC	Contract	\$ 189,500.00
PO8886	KAI DESIGN	Contract	\$ 70,692.68
PO8986	KAI DESIGN	Contract	\$ 46,000.00
PO8742	CASTILLO'S CONSTRUCTION GROUP LLC	Contract	\$ 45,338.00
PO8881	KIRKSEY ARCHITECTURE	Contract	\$ 42,854.16
PO8929	WHITING-TURNER CONTRACTING COMPANY	Contract	\$ 32,987.00
PO8879	WHITING-TURNER CONTRACTING COMPANY	Contract	\$ 32,987.00
PO8823	KIRKSEY ARCHITECTURE	Contract	\$ 32,395.87
PO8726	DATAVOX INC.	Contract	\$ 32,235.34
PO8706	KIRKSEY ARCHITECTURE	Contract	\$ 32,013.32
PO8760	CITY OF DALLAS (2714)	Contract	\$ 29,893.66
PO8789	CARASOFT TECHNOLOGY CORP.	Contract	\$ 29,515.86
PO8996	KIRKSEY ARCHITECTURE	Contract	\$ 28,532.20
PO8744	CARASOFT TECHNOLOGY CORP.	Contract	\$ 27,264.93
PO8743	CARASOFT TECHNOLOGY CORP.	Contract	\$ 24,004.75
PO8811	DATAVOX INC.	Contract	\$ 23,831.20
PO8724	KAI DESIGN	Contract	\$ 23,000.00
PO8732	SPINELLI CONSTRUCTION SERVICES, LLC	Contract	\$ 21,809.60
PO8880	UpKeep	Contract	\$ 20,181.60
PO8753	UT SOUTHWESTERN MEDICAL CENTER	Contract	\$ 19,551.88
PO8925	SPINELLI CONSTRUCTION SERVICES, LLC	Contract	\$ 19,252.20
PO8767	DATAVOX INC.	Contract	\$ 18,691.31
PO8859	BLEW & ASSOCIATES, P.A.	Contract	\$ 18,600.00
PO8865	MATADOR ENGINEERING INC	Contract	\$ 18,000.00
PO8987	APPLIED TECH GROUP	Contract	\$ 17,970.45
PO8792	UT SOUTHWESTERN MEDICAL CENTER	Contract	\$ 17,910.14
PO8898	DONE WELL SERVICES	Contract	\$ 17,450.00
PO8822	DONE WELL SERVICES	Contract	\$ 17,405.00
PO8828	SPINELLI CONSTRUCTION SERVICES, LLC	Contract	\$ 17,084.60
PO8965	BIRCH CONTRACTING, LLC	Contract	\$ 16,704.00
PO8978	PHARMACY AUTOMATION	Contract	\$ 16,663.95
PO8896	DONE WELL SERVICES	Contract	\$ 16,075.00
PO8885	PDV ASSOCIATES INC	Contract	\$ 15,344.00

148635

\$ 15,011,165.41



BOARD COMMUNICATION

AGENDA ITEM Participation by Historically Underutilized Businesses (HUB) Report	BOARD MEETING DATE September 26, 2024
PREPARED BY Anthony Jackson, Chief Accounting Officer	DATE PREPARED September 18, 2024

The Participation by Historically Underutilized Businesses (HUB) Report that is submitted to the Metrocare Board is part of our effort to comply with requirements found in the HHSC State performance Contract, in Chapter 2161 of the Texas Government Code, as well as in current Metrocare Board Policy.

The HHSC Performance Contract requires DMS to “Make a good faith effort to locate and consider Historically Underutilized Businesses (HUB)... when subcontracting any portion of this Contract.” Metrocare is further obligated to submit a quarterly report to HHSC that contains data associated with all of its contractors.

The Texas Government Code requires HHSC to submit monthly reports to the Texas General services Commission containing data on historically underutilized businesses that are being subcontracted through HHSC. HHSC gathers this information from Metrocare through the quarterly report mentioned above.

Minority Vendors are defined as follows:

- African American: Persons having origins in any of the black racial groups of Africa
- Hispanic American: Persons of Mexican, Puerto Rican, Cuban, Central America or South American, or other Spanish or Portuguese culture or origin, regardless of race.
- Asian Pacific: Persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan or Nepal.
- Native American: Persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians.
- Women Owned: All women of any ethnicity, except those specified above.

Metrocare Services FY'24 Minority Usage Report

	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>	<u>Year to date</u>
Category					
Non HUB	\$ 806,382	\$ 813,846	\$ 870,426	\$ 911,864	\$ 3,402,518
Public Corp/Gov	1,318,932	986,121	2,719,806	1,110,669	\$ 6,135,528
<i>HUB Vendors</i>	108,207	121,551	148,368	143,317	\$ 521,443
	<u>\$ 2,233,521</u>	<u>\$ 1,921,518</u>	<u>\$ 3,738,600</u>	<u>\$ 2,165,850</u>	<u>\$ 10,059,489</u>
Category					
Non HUB	36%	42%	23%	42%	34%
Public Corp/Gov	59%	51%	73%	51%	61%
HUB Vendors	5%	6%	4%	7%	5%
	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>

	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>	<u>Year to Date</u>
<i>HUB Vendor:</i>					
African American	\$ 20,826	\$ 19,324	\$ 14,853	\$ 21,821	\$ 76,824
Asian Indian					-
Asian Pacific					-
Hispanic	17,351	18,396	16,723	17,095	69,565
Native American	4,699	2,986	5,923	1,773	15,381
Woman Owned	65,331	80,844	110,870	102,628	359,673
	<u>\$ 108,208</u>	<u>\$ 121,550</u>	<u>\$ 148,369</u>	<u>\$ 143,317</u>	<u>\$ 521,443</u>
HUB Vendor:					
African American	19%	16%	10%	15%	15%
Asian Indian	0%	0%	0%	0%	0%
Asian Pacific	0%	0%	0%	0%	0%
Native American	4%	2%	4%	1%	3%
Hispanic	16%	15%	11%	12%	13%
Woman Owned	60%	67%	75%	72%	69%
	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>



BOARD COMMUNICATION

AGENDA ITEM Quarterly Reports on Salary Adjustments >\$5,000K	BOARD MEETING DATE September 26, 2024
PREPARED BY Ariana Rosado, Chief Human Resources Officer	DATE PREPARED September 19, 2024

The Quarterly Report on Salary Adjustments of \$5,000 is being submitted for Board review in accordance with Board Policy 5.10. Board Policy 5.10 requires reporting as follows:

- Salary adjustments with individual or aggregate values above \$5,000 annually should be part of a quarterly report to the Board.

As part of the annual budget, management proposed salary adjustments for staff in accordance with Board Policy 5.10. Pursuant to this policy, the following positions were awarded salary adjustments in excess of \$5,000.

TITLE	REASON	INCREASE AMOUNT
MANAGER CLINICAL TRAINING	MARKET ADJUSTMENT	\$9,830.08
MANAGER CLINICAL OUTREACH CSC	MARKET ADJUSTMENT	\$17,559.31
MANAGER CLINICAL	MARKET ADJUSTMENT	\$14,421.42
MANAGER CARE COORDINATION III ADULT CCBHC	MARKET ADJUSTMENT	\$11,420.00
MANAGER CLINICAL ASSISTANT	MARKET ADJUSTMENT	\$11,311.56
MANAGER CLINICAL III CRISIS SERVICES	MARKET ADJUSTMENT	\$6,563.41
MANAGER SPECIALTY PROGRAM	MARKET ADJUSTMENT	\$16,109.34
MANAGER PROGRAM ASSERTIVE COMMUNITY TREATMENT	MARKET ADJUSTMENT	\$12,473.49
MANAGER SPECIALTY PROGRAM	MARKET ADJUSTMENT	\$13,784.84
MANAGER CLINICAL ASSISTANT	MARKET ADJUSTMENT	\$12,449.52
LEAD CLINICAL TEAM	MARKET ADJUSTMENT	\$11,706.50
MANAGER CLINICAL	MARKET ADJUSTMENT	\$19,735.57
LEAD CLINICAL TEAM	MARKET ADJUSTMENT	\$12,223.90
ASSISTANT ACT PROGRAM	MARKET ADJUSTMENT	\$11,856.00
DIRECTOR PROGRAM TCOOMMI	MARKET ADJUSTMENT	\$12,539.28

MANAGER CLINICAL V SUBSTANCE USE SERVICES	MARKET ADJUSTMENT	\$6,205.28
MANAGER CLINICAL	MARKET ADJUSTMENT	\$16,590.08
MANAGER CLINICAL ASSISTANT	MARKET ADJUSTMENT	\$12,012.00
MANAGER CLINICAL	MARKET ADJUSTMENT	\$15,694.12
LEAD CLINICAL TEAM	MARKET ADJUSTMENT	\$11,366.40
LEADER TEAM CLINICAL TCOOMMI	MARKET ADJUSTMENT	\$6,199.44
MANAGER CLINICAL III HEALTHY TRANSITIONS	MARKET ADJUSTMENT	\$12,528.42
LEAD CLINICAL TEAM	MARKET ADJUSTMENT	\$9,209.60
MANAGER CLINICAL	MARKET ADJUSTMENT	\$12,700.48
ASSISTANT ACT PROGRAM	MARKET ADJUSTMENT	\$11,502.40
MANAGER CARE COORDINATION III ADULT CCBHC	MARKET ADJUSTMENT	\$11,407.00
ASSISTANT ACT PROGRAM	MARKET ADJUSTMENT	\$12,064.00
LEAD CLINICAL TEAM	MARKET ADJUSTMENT	\$11,779.26
MANAGER CLINICAL ASSISTANT	MARKET ADJUSTMENT	\$14,323.78
MANAGER CLINICAL III TCOOMMI	MARKET ADJUSTMENT	\$6,640.00
MANAGER CLINICAL	MARKET ADJUSTMENT	\$12,212.72
MANAGER CLINICAL V CRISIS SERVICES	MARKET ADJUSTMENT	\$14,842.28

Respectfully Submitted,

Ariana Rosado

Ariana.Rosado@metrocareservices.org



BOARD COMMUNICATION

AGENDA ITEM Information Technology Updates	BOARD MEETING DATE September 26, 2024
PREPARED BY Russ Abercrombie, CIO	DATE PREPARED September 18, 2024

Measures Reports/Internal Report Development (Casie Sheffield, Dir. of IT, Data & Analytics):

Reports Centralization + Improvements Project – The aim of this initiative is to ensure all reports are centrally located, accessible, and refined to provide exactly what each department prefers/needs to successfully manage their business units. 130+ Employees from MH Division, LIDDA Division, Revenue Cycle Management, Quality Measures Dept, IDD/DDP Division, and ACER now have access and training on the reporting platform. Finance, HR, Strategic Initiatives, and Facilities Departments remain for implementation within the project plan. IT went live with an automated form to capture requests and supervisor approvals of PowerBI User Licenses and specific reports.

Value Based Measures Reporting - The initial nine CY2023 CCBHC-HHSC Measures were successfully submitted to Texas Council on September 4, 2024, with a HHSC submission deadline ahead. The project planning stages for the next round of CCBHC measures is under way. Next targeted set of Measures will pertain to 12 measures for MIPS and DPP.

Bonus Calculation Projects – Both of the new Cohen and LPC/LPHA Bonus reporting dashboards are now promoted to Live. Development is under way to provide Payroll personnel with the automated final approved files necessary for HRIS upload and payout. Q4-FY24 Bonus Reports will be made available to all clinical divisions by October 1 for their review and approval steps. The implementation of this final project phase within the Bonus Approvals website will eliminate 30+ manual file modifications and emails routing from IT to Ops, HR, then to Payroll. Additionally, a shared tracking tool is now in place to accurately reflect each phase's completion date within the quarterly bonus cycles.

Data Reports / Projects - IT Dev team and IT Quality Assurance personnel have timely completed on automated Forms creations, Flourishing Family + Home Visits reporting, TX Corrections Office on Offenders with Medical & Mental Impairments (TCOOMMI) Quarterly reporting, TCOOMMI Recidivism reporting, QSUP automation updates, a Teen Mobile Application (in-process), LIDDA General Revenue and Contract Rate reporting, ACER Research Databasing (in-process), Patient Satisfaction Survey project planning, and routine ad-hoc report requests.

Data Management & Development Team

(Debbie Frazer, Dir. of IT, Data Management Strategies):

Agency Reporting - Numerous agency-wide reports have been completed in the past month. We developed a report to search patient records for key words to help identify those referencing conditions related to the provided search terms. This can be used to help identify the percentage of patients we have that may benefit from services we currently provide or new programs that could be developed. It was used to quantify patients we have seen that were pregnant or referenced physical or mental symptoms related to pregnancy which could lead to our ability to provide better support for that patient base.

Requested updates were made to our bonus reporting for the Cohen program and the productivity A/B report for the LIDDA program. We also completed requested updates for the productivity report for our LPC and LPHA providers in the MH division

We completed another review of patients that could be eligible for Charity Care and provided it to Discovery Health for further review.

Surveys - We have obtained an enterprise license for Survey Monkey and are ramping up on a new Patient Satisfaction Survey. Operations and IT Development are working together to build a platform that allows us to send out this survey throughout the year to our patients. We are reviewing the best options for how to provide access to the surveys, linking survey responses to our patient base in a highly secure manner and create reporting that provides insights on how to improve the patient experience.

Electronic Forms – We are continuing work to replace manual processes that require emailing of spreadsheets and documents. These forms provide a centralized online location for requests to be entered and automate the notification and approval processes. In the last month we have completed a Vendor Direct Deposit form for Finance, an Image and Statement Media Release form for the Strategic Initiatives team, a Power BI License and Report Access Request form

Network/Infrastructure Details (Tim Kitchen, Dir. of IT, Infrastructure & Networks):

Netsmart Identity and Access Management (NIAM) - Pilot group is testing currently and working through issues with Netsmart.

This is a feature to enhance the security of electronic protected health information (ePHI). The project will help us utilize Metrocare's Okta environment with Netsmart's Okta environment to allow for multi-factor authentication. This will create a more secure environment for EMR related data.

Server Upgrades - Moving to a more modern server operating system. Migration of the data on the last server necessitates the purchase of a large external hard drive which will be sent to Netsmart technical group for transfer of the data. The external drive will be couriered back by a Netsmart employee already coming to Dallas for meetings. All this is to insure ePHI is secure and handled only by trusted people.

Okta - Application Integration – The new contract management system, ContractLogix has been added and Findhelp will be added by the end of the month.

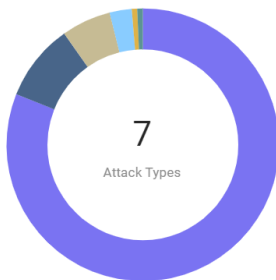
Okta is an ongoing project to bring all enterprise applications into a secure single sign-on platform. Okta enhances all application security by requiring two levels of authentication. Eventually in 2025 Metrocare will be moving to a password less model so employees will not have to remember passwords for each individual application.

Information Security (Long Lam, Dir. of IT Information Security):

1. **Metrocare Email Attacks and Trends for August 2024** – Metrocare had over 153 email attacks for the month of August. A decrease of 107 attacks from the previous month. A majority of the email attacks (81%) were phishing for credentials where attacker tricks victims into giving away their online credentials to unauthorized parties.

Trending Attacks

Over the entire 31-day period, Abnormal Security detected Phishing: Credential as the most common attack type for your organization. For reference, the most common attack type in the previous 31-day period was Phishing: Credential.



Attack Types	Attack Count	vs. Previous Period
Phishing: Credential Attacker tricks victim into giving away their online credentials to unauthorized parties	124 (81%)	-74 -37%
Scam Advance fee fraud and similar scams	14 (9%)	-17 -55%
Other Non-categorized attacks	9 (6%)	-14 -61%
Malware Attacker attempts to deliver malicious payload	4 (3%)	+4 -
Invoice/Payment Fraud (BEC) Attacker impersonates a vendor, partner or well-known brand and asks recipient for fake invoice/payment	1 (1%)	-1 -50%
Social Engineering (BEC) Attacker impersonates employee to establish rapport with victim recipient and convince victim to engage in actions such as changing direct deposit information, paying fake invoice, buying gift cards, or performing another task	1 (1%)	-3 -75%
Spam Untargeted and unsolicited communications	0 0	-2 -100%

2. **CARE Software Migration Project** – A current project to migrate the state CARE application out of the Citrix environment for remote access to users' desktops on their local machine. The CARE application is hosted by Texas HHS for reporting and tracking all Metrocare's IDD clients. The software has been deployed into production for all Care users. Users reported back good feedback like quicker access speeds from using it from the desktop versus in Citrix.
3. **Purple Knight Assessment** - Purple Knight is an IT security assessment software used to run scans on the Microsoft Active Directory environment where Metrocare users and computers are maintained. A vulnerability scan was run on July 11, 2024. A total of 58 vulnerabilities were found in Metrocare's environment. Netsmart has finished remediating all the vulnerabilities.
4. **Microsoft Threat Protection Workshop** – Metrocare received a grant from Microsoft to have one of their partners, LevaCloud, to offer expert guidance and education, with hands-on training for Microsoft Intune, Purview and the 365 Defender Suite. The workshop has begun, and we are currently reviewing Metrocare's current Office 365 security tools to make sure we are fully utilizing their products with the all the options available and the most optimal settings.

EMR Operations & Project Management Office (Sarah Nagle, Dir. of IT EMR Ops & PMO):

Findhelp - Social care network and technology to create branded platforms to connect local communities with social care sources (referrals can be sent and received). Can connect with multiple systems of record to ensure integration of social care tools already being used. Early adopter to sync Findhelp with myAvatar. Used by Parkland with integration to Epic.

Status - Phase 1 in progress (Findhelp Set Up). 10-week project. **Train the Trainer Go LIVE is December 9th**. After 12/9, departments will have individual training schedules. Phase 2 will be the early adopter integration of FindHelp into myAvatar NX.

September 10th will be week 1 meeting of 10-week implementation project with all clinical operational divisions for branding, vision and goals.

September 17th (week 2) is focused on single sign on set up of teams and user role access to FindHelp features.

Doctor Connect -Appointment reminder platform that sends text & email reminders (if consent on file) and voice reminders of upcoming appointments and reminders to reschedule for no-show appointments).

Status - On-going/going LIVE with Homeless MH and Homeless MED week of 09.16.24. Live with Housing and EDU week of 09.23.24. Testing for ECI / CCAM to start week of 09.23.24.

Netsmart Provider Connect MSO Decommission by 12/31/24

Provider Connect is the Netsmart 3rd party application that external contractors / vendors use to chart client documentation and request / view authorizations and EOBs. It will be decommissioned on 12/31/24 per Netsmart. We must find an alternative solution to replace this. On the advice of Netsmart, we are going to build our own website as a replacement rather than proceeding with a \$500k+ ProviderConnectNX Implementation for less than 150 active vendors, where only about 90 are regularly documenting in Provider Connect.

Status - Spec Development for creation of a 3rd party HIPAA compliance website that will replace the existing process occurring September 2024. All website creation, testing, training and go live must occur in 4 months.

Workday (HR Owned project – IT Supporting) - Transition HRIS system from Paycom to Workday. Estimated to be at least a 9-month long implementation project.

Status - In progress, Estimated Go Live 04.01.25. Metrocare is working with both **Commit Consulting** for resources and expertise to complete the workbook and documentation requirements for **TopBloc** (third party implementor for Workday). The project has a demanding tight schedule and is taking an extraordinary effort and time commitment from all involved departments to ensure integrity of data being pulled out of Paycom into Workday (IT Dev has a subgroup for this) and to ensure updated processes and procedures that align with the vast capabilities of Workday that will eliminate the need for so many manual processes and QA

148644

Automating Forms - Centralize and modernize our internal forms, mostly through SharePoint. Automated workflows allow for more streamlined communication and reduced paper/email traffic.

DocuSign - PDF form management system to create, send, and automate internal & external facing forms.

Status - On-going

Completed:

Initial training with DocuSign team

Discovery session with LIDDA and EDU

Migration of EDU Document

In-Progress:

Discovery with other departments

Next steps - Testing of LIDDA and EDU documents

Respectfully submitted,

Russ.Abercrombie@metrocareservices.org



BOARD COMMUNICATION

AGENDA ITEM Housing and Homeless Services Report	BOARD MEETING DATE September 26, 2024
PREPARED BY Ikenna Mogbo, Chief Housing Officer	DATE PREPARED September 17, 2024

Report for Housing & Homeless Services Division – August 2024

Supportive Housing:

- The referral process for the Unsheltered grant has begun to work as intended. We anticipate doubling the amount of people housed in this program by the end of September. We applied for 50 more vouchers in August that were originally awarded to City Square.
- We applied for the annual renewal of the Leasing grant. Based on the scoring metric, we are certain the grant will be approved for funding again. Housing Forward continues to provide a steady stream of new referrals to the program.
- The Safe Haven grant is still actively looking for a new property to move the program to by March 2025. We applied for the annual renewal of the grant in August. Based on the scoring metric, we are certain the grant will be approved for funding again.
- We applied for all of the City Square Destination Homes grant, currently being run by Housing Forward, in August, with an award date by the end of October. Housing Forward would like to split the grant amongst at least two organizations, probably more.

Housing Development/Acquisition:

- The Rawlins Chateau property experienced some security issues, and as a precaution security cameras were installed throughout the property. We are now in the process of vetting security companies.
- The Bowser property remains fully occupied.
- We have an agreed upon contract for two lots to build our IDD houses on.

Respectfully submitted,

Ikenna.mogbo@metrocareservices.org

FY 2024 KEY PERFORMANCE INDICATORS

August 2024

KPI 12: To grow the mission of the Center and to meet community need, Metrocare will increase the total number of unsheltered individuals placed into housing by 20% year over year.

Monthly Performance: 466 individuals

Goal: 523 individuals

Baseline: 436 individuals

Measurement Tool: Housing Report

Pillar: Thriving Agency

Aligned Objective: Grow the Mission

KPI 13: To grow the mission of the Center and meet community need, Metrocare will increase the agency program participants housing stability rate by increasing the median length of stay for individuals in supportive housing before transitioning to other housing options or exiting the program by 10% year over year.

Monthly Performance: 2427 days

Goal: 2561 days

Baseline: 2328 days

Measurement Tool: Housing Report

Pillar: Quality Care

Aligned Objective: Client Improvement



BOARD COMMUNICATION

AGENDA ITEM Quality Management/Compliance/Medical Records	BOARD MEETING DATE September 26, 2024
PREPARED BY Kelli Laos, Chief Operating Officer	DATE PREPARED September 18, 2024

Quality Management

Mental Health clinical documentation audit for August 2024

- Progress Notes – 97.5%
- Assessment and Diagnosis – 91.7%
- Recovery Plan – 77.7%

Intellectual and Developmental Diversity clinical documentation audit August 2024

- GR – 62.20%
- HCS – 88.16%
- PASRR – 75.13%
- TxHML – 86.92%
- CFC – 75.19%

Substance Use clinical documentation audit August 2024 – 86.50%

Child and Adult Strengths and Needs Assessment certification compliance: August – 97.02%

Compliance

FY 2024 Work Plan Initiatives

A. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT -PRIVACY

i. Training

Goal: Provide one (1) training refresher per quarter (4 quarters total)

Progress: 4 of 4

ii. Incidents

Total Reviewed Cases: 8

Status: 5 – Open, 3 – Closed

B. REGULATORY COMPLIANCE

i. Training

Goal: Provide one (1) training refresher per quarter (4 quarters total)

Progress: 4 of 4

ii. Incidents

Total Reviewed Cases: 5

Status: 5 – Open, 0 – Closed

C. ETHICS HOTLINE

i. Training

Goal: Provide one (1) training refresher per quarter (4 quarters total)

Progress: 4 of 4

ii. **Incidents**

Total Reviewed Cases: 4

Status: 2 – Open, 2 – Closed

D. **CLIENT RIGHTS INCIDENT MANAGEMENT**

i. **Training**

Goal: Provide one (1) training refresher per quarter (4 quarters total)

Progress: 4 of 4

ii. **Complaints**

Total Reviewed Cases: 4

Status: 4 – Closed, 0 – Open

iii. **Incidents**

Total Reviewed Cases: 63

Status: 56 - Closed, 7 - Open

Reported Deaths for Individuals Served –

Mental Health Division – 7

Local Intellectual and Developmental Disability Division – 2

Medical Records Quarterly (Q4) Update:

Board Policy requires regular updates to records management. Below is the Medical Records Audit for FY 24 Q4 and total requests for the quarter:

	Target	WM	ECI	Samuell	WSFC	CCAM	CR	CR	GP	Ste. 300	Skillman	LK	HCS
Sample Selected Between: 6.1.24-8.30.24		4	4	4	4	4	4	4	4	4	4	4	4
Audit Performed: September 2024		Shirley M	Nikita / Mayra	Rebecca	Angela M	Janeeka	Loretta	Shontae / Faith	Vickie	Debra/ Claudia	Marian	Nanetta	Shelita
1 Individual does not have a duplicate MRN.	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
2 All scanned documents belong to this individual.	100%	100%	100%	100%	100%	100%	100%	100%	75%	100%	100%	100%	100%
3 There are no duplicate copies of scanned documents or blank copies found in the record	100%	50%	100%	100%	100%	75%	100%	100%	100%	100%	100%	100%	100%
4 The effective date for the reviewed scanned document is correct and provided on the scanned document.	100%	50%	75%	100%	75%	75%	100%	75%	75%	100%	100%	100%	100%
5 The documents are scanned under the correct document type, episode, and descriptions are appropriate.	100%	100%	100%	100%	50%	100%	100%	100%	100%	100%	100%	100%	100%
6 Consent for Services. Staff is using the most current form that is completed, signed & dated; within the last 12 months.	100%	100%	100%	100%	100%	100%	100%	100%	100%	25%	100%	100%	75%
7 The Financial Statement is current. Statement signed within the last 12 months.	100%	100%	100%	100%	100%	100%	100%	100%	100%	75%	100%	100%	N/A
8 Verification of Receipt of Rights: Is current form revision completed correctly and in its entirety for the person receiving services as to specific rights applicable on the form, signed, and dated; within the last 12 months.	100%	100%	100%	100%	100%	100%	100%	100%	100%	25%	100%	100%	75%
9 All IDs, BC & highlighted documents are legible and scanned in 24-bit color if needed.	100%	100%	100%	100%	75%	100%	100%	100%	75%	100%	100%	75%	100%
10 Forms used are the latest versions, clean copies (no lines), and scanned in the right direction and paper size.	100%	50%	100%	75%	100%	50%	100%	100%	100%	100%	100%	100%	100%
TOTAL SCORE	100%	85%	98%	98%	90%	90%	100%	98%	93%	83%	100%	98%	94%

TOTAL SUBPOENAS (In-House) 33

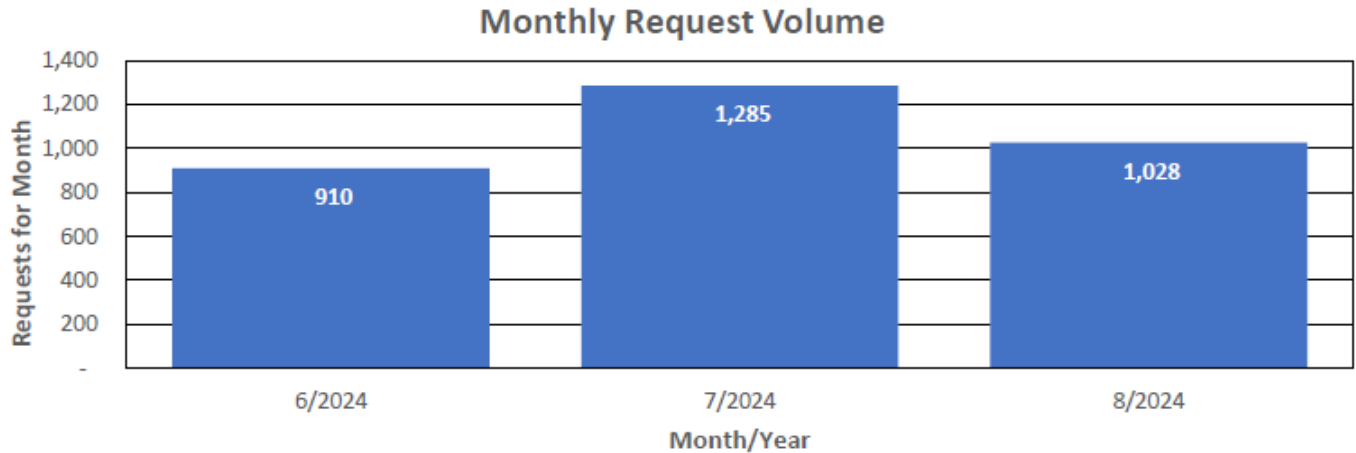
Quarterly metrics from 3rd party vendor – Healthmark Group

*turnaround time (TaT) is in business hours

Request Volume & Turnaround Time by Request Type

Request Types	Requests	TaT
Attorney Request	133	27.3
Insurance Request	17	8.1
Patient Request	188	11.8
Physician Referral	1,777	4.9
DDS Request	1,105	6.1
Subpoena	3	73.0
	3,223	6.8

The following graph shows your volume by month during the same time period:



Respectfully Submitted,
Kelli Laos
Chief Operating Officer



BOARD COMMUNICATION

AGENDA ITEM Local Intellectual and Developmental Disability (LIDDA)/Aging & Disability Resource Center (ADRC) Report	BOARD MEETING DATE September 26, 2024
PREPARED BY Carolina Lasso, Chief Authority Officer	DATE PREPARED September 18, 2024

LIDDA August 2024 Summary:

Health and Human Services (HHS) was directed by the 88th Legislature to enroll a total of 1,144 individuals in the Home and Community Based (HCS) waiver program and 305 in the Texas Home Living (TxHmL) waiver program interest list during the 2024-2025 biennium. Based on HHS's projection for FY 24 Metrocare LIDDA anticipates a projected total of **106** slot releases for HCS and **262** for TxHmL programs. HHS has released the following slots for waivers:

- | | | | |
|-----------------------------|-----------|-----------------------------------|------------|
| ○ HCS IL Reduction | 15 | Total slots as of February | 106 |
| ○ TxHmL IL Reduction | 8 | Total slots as of February | 234 |

The following attrition slots were released for the month of August:

- | | |
|------------------------|---|
| ○ Small/Med ICF | 1 |
| ○ HCS Crisis Diversion | 2 |
| ○ NF Transition | 1 |

On August 15, 2024, HHS released a broadcast to all LIDDAs projecting the number of HCS and TxHmL Interest List slots for FY25. Metrocare anticipates **399** slot releases for HCS and **245** for the TxHmL program.

National Committee for Quality Assurance (NCQA) Reaccreditation Update:

The LIDDA NCQA survey for reaccreditation was completed on August 6, 2024. This process involved a thorough review of our quality measures, processes, procedures, and file reviews to ensure compliance with all NCQA standards over the 24-month look-back period. We are currently awaiting the survey results to determine if we will continue with a 3-year accreditation.

Dallas County Aging & Disability Resource Center

August 2024 Highlights and Monthly Summary:

Metrocare successfully secured funding for the ADRC through the RFA renewal process for FY25-27. There has been a recent push to streamline ADRC activities under the oversight of Area Agencies on Aging. For FY25 award a total of \$303,020.00 was awarded.

Outreach Activities Conducted: **8**

148651

- MLK JR Library Outreach
- City of Dallas Marcus Annex Center
- Our Summer Bridge Program Resource Fair
- Grand Prairie Library Outreach
- Villages at MacArthur
- Prairie Creek Library Outreach
- Vietnamese American Community of Greater Dallas Resource Fair
- Ventanilla de Salud @ General Consulate of Mexico

Total Number of Calls Queued to the ADRC Call Center: 1507

- Calls directed from HHSC Toll-Free Number: NA, the report has not been received by the State by the time of this report
- Types of Calls based on Queue Selected: 1507

Queue Name	Total Queued
Benefits	389
Caregiver Assistance	219
Housing	95
Local Contact Agency	22
Long-Term Services & Supports	434
Voicemail	348

ADRC Noted Caller Priority Needs:

- No significant changes; still handling misdirected calls from HHSC (MEDP, 211, and Office of Community Cares).
- Top inquiries revolve around accessing services for long-term services and supports (LTSS) and benefits assistance.

Respectfully submitted,

Carolina Lasso

carolina.lasso@metrocareservices.org

FY 2024 KEY PERFORMANCE INDICATORS August 2024

KPI 10: To advance the Center’s commitment to providing a robust service delivery model, Metrocare will complete 36,000 type A (face to face) Encounters per fiscal year for individuals served by the Local Intellectual and Developmental Disability Authority.

Monthly Performance: 2,730 A

Goal: 36,000 A

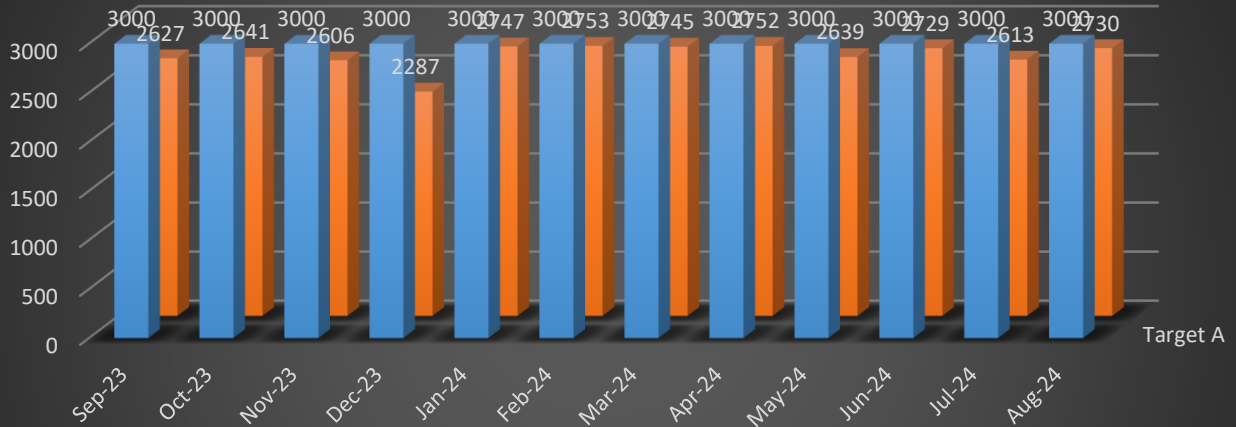
Baseline: 29,519 A

Measurement Tool: Encounter Tool

Pillar: Quality Care

Aligned Objective: Client Improvement

LIDDA Type A Encounters



	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24
■ Target A	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000
■ Actual A	2627	2641	2606	2287	2747	2753	2745	2752	2639	2729	2613	2730

■ Target A ■ Actual A

KPI 11: To ensure timely access to clinically indicated services, Metrocare will complete 40 DID (Determination of Intellectual Disability) evaluations per month.

Monthly Performance: 46

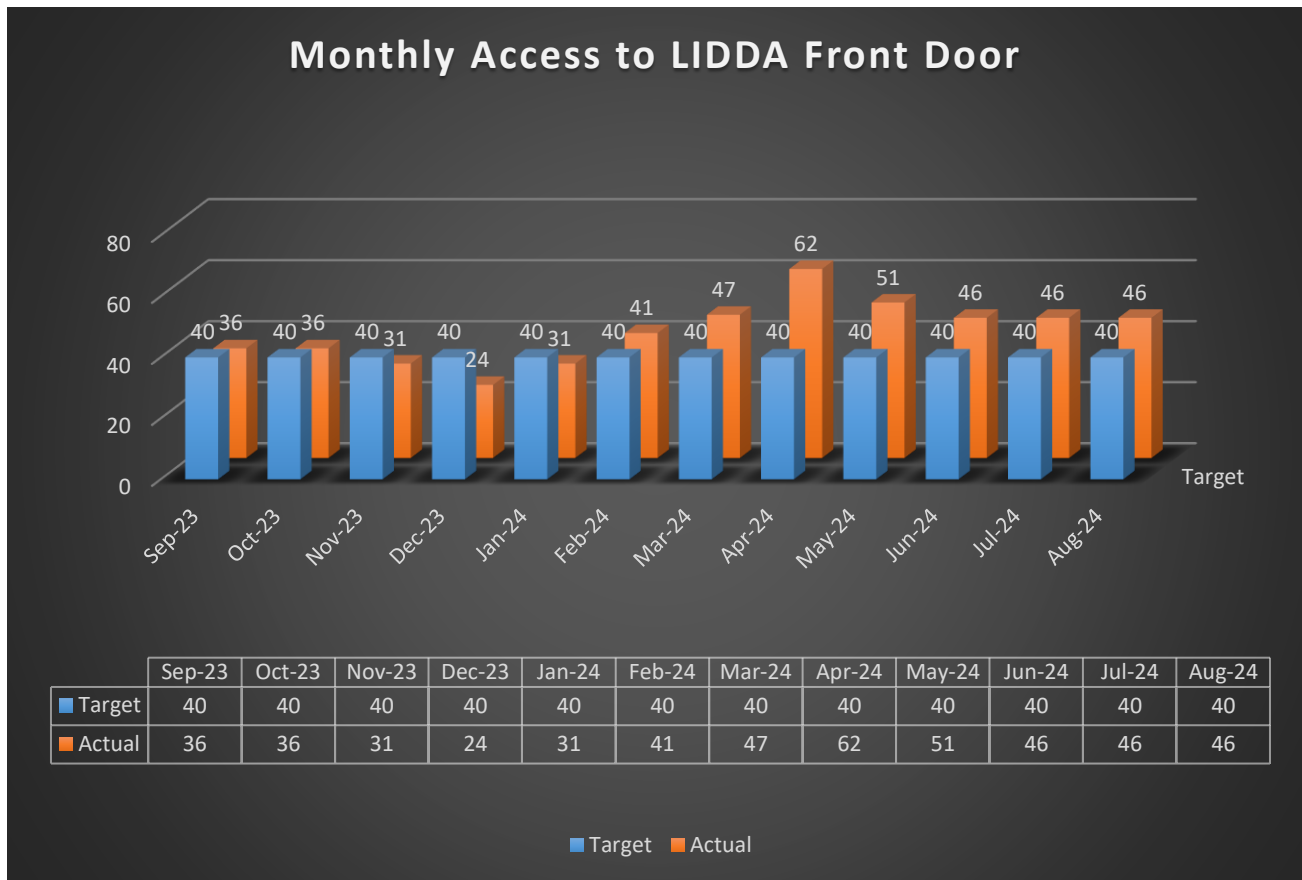
Goal: 40

Baseline: 39.88

Measurement Tool: EDU Report

Pillar: Quality Care

Aligned Objective: Access to Services



Total number of evaluations **scheduled** between 8/01/24 and 8/31/2024: **72**

Includes cancellations, no shows, reschedules, and completed appointments



BOARD COMMUNICATION

AGENDA ITEM LIDDA Quarterly Performance Measure Report	BOARD MEETING DATE September 26, 2024
PREPARED BY Carolina Lasso, Chief Authority Officer	DATE PREPARED September 19, 2024

HHSC Performance Measures and Outcome Targets

Board policy calls for regular reports on LIDDAs performance toward outcome measures as part of the local plan. Information regarding activities occurring during the first quarter is included in the following report:

Unique individuals served through the state’s general revenue funding which includes encounters for non-Medicaid services, provided outside of wavier services during the **4th quarter of FY 2024:**

		2024 Q4			2024 Q4
		202406	202407	202408	Avg:
300 - METROCARE	Target 663	605	592	575	591
Sum:		605	592	575	591

Service utilization for the 4th quarter of FY24 has increased slightly compared to the last quarter. In the meantime, LIDDA is actively working to enhance service targets through the following efforts:

- Pulling individuals from the General Revenue Interest List
- Ensuring families are utilizing available services
- Reviewing encounter data to ensure grid codes are captured accurately toward service targets

HHS continues to review the reporting for the General Revenue (GR) targets. Due to some complexities with the data, they are moving toward modifications of the measure for FY26. Currently, HHS is collaborating with the Texas Council and the Local Authority Work (LAW) Group before any targets are modified.

Performance Measure	Outcome Target	June 24 – Aug. 24
*Percent of enrollments into HCS and TxHmL that meet timelines	≥ 95%	
*Percent of Permanency Plans completed that met timeline requirements	≥ 95%	
Percent of all CFC assessment information for a consumer with a related condition that the LIDDA confirms in CARE screen K23 as having a physician’s attestation.	≥ 95%	100%
*Percent of all PASRR evaluations (PE) or resident reviews completed and entered into the Long-Term Care (PTC) Online Portal within seven calendar days after receiving a copy of the PASRR Level 1 (PL1) screening from the referring entity or notification from the LTC Online Portal.	≥ 95%	
Percent of compliance with assigning a service coordinator to a “designated resident,” within 30 days after completion of the resident’s PE.	≥ 95%	100%
*Percent of compliance with developing an Individual Service Plan (ISP) using Form 1041 for a designated resident within 30 days after the completion of the resident’s PE.	≥ 95%	
*Percent of compliance with conducting Community Living Options (CLO) at a service coordinator’s first visit with a designated resident living in a nursing facility and at least every six months thereafter as long as the reside is living in a nursing facility.	≥ 95%	
Percent of Interest List population (HCS and TxHmL) contacted for biennial review.	50 %	49.84%

The items with asterisk are pending final 4th quarterly percentages from HHS. Once final information is received, we will update that report accordingly.

Respectfully submitted,

carolina.lasso@metrocareservices.org

148656



BOARD COMMUNICATION

AGENDA ITEM HHSC Fiscal Year 2024/2025 Performance Contract Allocation	BOARD MEETING DATE September 26, 2024
PREPARED BY Carolina Lasso, Chief Authority Officer	DATE PREPARED September 19, 2024

The Health and Human Services Commission (HHSC) and the Local Intellectual Developmental Disability Authority (LIDDA) are parties to a Performance Contract for the management of General Revenue funds. These funds are designated to support services and programs for residents of Dallas County.

Attached please find Attachment F-2 which includes the allocations for Fiscal Years 2024 and 2025.

Attachment F-2 - Revised Budget/Required Local Match Dallas County MHMR Center ("LIDDA")

Introduction. The Health and Human Services Commission (HHSC) shall authorize the Texas Comptroller of Public Accounts to release to the LIDDA the funds listed in Tables 1, 3, 4 and 6 to this Attachment F-2 in accordance with the following schedule: 40% at the commencement of the first quarter; 30% at the commencement of the second quarter; and 15% at the commencement of the third and fourth quarters of the subject State Fiscal Year (FY).

Article 1. Allocation of Funds for LIDDA Services for FY 2024

Table 1. FY 2024 Allocation Schedule

General Revenue	Permanency Planning	IDD Crisis Intervention Specialists	IDD Crisis Respite Services	Total Not-to-Exceed FY 2024 Allocation
\$7,238,504.79	\$44,514.00	\$379,307.00	\$730,649.00	\$9,367,800.79

Table 2. Required Local Match for FY 2024

Allocations Requiring Local Match	Required %	Required Local Match Amount
\$7,238,504.79	12.0%	\$868,620.57

Article 2. Other Services for FY 2024

Table 3

Service Description	FY 2024 Not-to-Exceed Amount
Enhanced Community Coordination 9/1/2023-12/31/2023	\$117,514.67
Enhanced Community Coordination 1/1/2024-8/31/2024	\$235,029.33
Transition Support Teams 9/1/2023-12/31/2023	\$207,427.33
Transition Support Teams 1/1/2024-8/31/2024	\$414,854.67

Article 3. Allocation of Funds for LIDDA Services for FY 2025

Table 4. FY 2025 Allocation Schedule

General Revenue	Permanency Planning	IDD Crisis Intervention Specialists	IDD Crisis Respite Services	Total Not-to-Exceed FY 2025 Allocation
\$7,238,504.79	\$44,514.00	\$379,307.00	\$730,649.00	\$9,367,800.79

Table 5. Required Local Match for FY 2025

Allocations Requiring Local Match	Required %	Required Local Match Amount
\$7,238,504.79	12.0%	\$868,620.57

Article 4. Other Services for FY 2025

Table 6

Service Description	FY 2025 Not-to-Exceed Amount
Enhanced Community Coordination 9/1/2024-12/31/2024	\$117,514.67
Enhanced Community Coordination 1/1/2025-8/31/2025	\$235,029.33
Transition Support Teams 9/1/2024-12/31/2024	\$207,427.33
Transition Support Teams 1/1/2025-8/31/2025	\$414,854.67

Article 5. Federal Award Information

Table 7

Federal Award	CFDA Number
Medicaid Administrative Claiming	93.778
Habilitation Coordination	93.778



BOARD COMMUNICATION

AGENDA ITEM	BOARD MEETING DATE
Strategic Initiatives Report	September 26, 2024
PREPARED BY	DATE PREPARED
Tate Ringer, Chief Strategy Officer	September 18, 2024

**2024 Meal for the Minds annual luncheon
Thursday, October 24 at the Renaissance Hotel**

To date we have received **23 sponsorships** totaling **\$65,000** for the event.

STRATEGIC INITIATIVES REPORT ON AUGUST ACTIVITIES AND FY24

KPI Innovative Collaborator: To ensure best in class facilities while sustaining the Center’s strong financial position, Metrocare will receive \$5M commitment for the Hillside Capital Campaign in FY24. **Status: \$2,521,341**

FY24 Benchmarks

- Increase donations by 20% Year-to-Year. Baseline: was \$215,404 including *Meal for the Minds*. Adjusted baseline without the event = \$103,215. **Status: \$183,871 or 78% - goal exceeded.**
- Educate and drive awareness of Metrocare throughout the community at 175 events reaching 10,000 people. **Status: 202 Events reaching 10,649 people – goal exceeded.** Not only did we surpass the target number of 175 community events, 51% of the events were new events, thus growing the outreach to 360 different community events in 2 years.
- FY24 Volunteer Engagement Highlights: **9 group volunteer activities with 94 volunteers and over 600** hygiene and baby learning kits assembled and donated to Metrocare programs.

Key FY24 Multi-Year Accomplishments

(Led, facilitated or supported with operations teams – completed or significant progress.)

- Development of relationship with Dallas YMCA, Momentus, Communities in Schools and Grant Halliburton Foundation to expand awareness, reduce stigma and expand access to youth across Dallas County.
- Parkland partnership to better coordinate care with mutual clients including co-location at Parkland’s Southeast Clinic. Contract approved by County and Parkland Board.
- Training video series with Mesquite Police Department on working with those with IDD, mental health and neurocognitive challenges in the community.
- IDD Training program for Elected Officials.
- Dallas Heals Campaign to end stigma Year 1 Milestones achieved three months ahead of plan.
- Created 36 Videos for internal and/or external use to inform and reduce stigma for staff, clients and/or the general public.

- 50 new signs design and installed to complete the Metrocare rebranding project.
- Art and furniture design for Skillman and Samuell clinics in line with branding and Hillside build.

CULTURE CHAMPIONS / SUPPLIER DIVERSTIY

- In partnership with the marketing team and Metrocare staff; designed Hispanic Heritage Month activities and communications plan.
- In partnership with Dallas County's Office of Small Business Enterprise (SBE) and K Strategies to further outreach and targeted approach to obtain contractors for Tier 2 & 3 opportunities for Hillside Project and offer certification support.

PHILANTHROPY

Hillside Project:

Submitted:

- \$500,000 Letter of Intent to The Dallas Foundation.
- Hosted the **M.B. & Edna Zale Foundation** for a tour of Hillside.

Program Support:

Awarded:

- **\$132,000 from North Texas Behavioral Health Authority** for staff training for the MH Division's Assertive Community Team (ACT).

Activities:

- The Manager of Grants Administration (John Montoya) facilitated **Strategic Grant Writing Techniques: Tips to Secure Program Funding**, a comprehensive training for Metrocare staff on the fundamentals of grant writing; **25 Metrocare staff attended**. The presentation also introduced Artificial Intelligence (AI) and its role in grant writing and program design.
- Hosted members of the **Addison Economic Committee** for a tour of the Cohen Clinic to discuss partnership opportunities.
- Submitted Year 1 **McKesson Foundation** grant report; funding supports Metrocare's Pharmacy Community Outreach Initiative.
- Attended HB1575 Assessment Training hosted by HHSC for Flourishing Families program.
- Metrocare was selected as a charity of choice through the **Hunt Cares Employee Campaign** from staff employed by Hunt Consolidated. All funds will be used to support Metrocare operations.

VOLUNTEER ENGAGEMENT

- Finalized Homeless Youth Outreach Kits for Care Coordination and its partnership with After8toEducate; distribution to youth scheduled for early to mid-September.

COMMUNITY AND PARTNERSHIP MEETINGS

18 Events in August reaching 1117 people, including but not limited to:

- St. Andrews Episcopal Church

- Fourth Ave. Church of Christ
- First Baptist Irving
- Globe Life Field
- Mt. Rose Church
- First Methodist Church
- Mexican Consulate
- Horn and Potet High Schools

LEGISLATION, MARKETING and COMMUNICATIONS:

- Assisted CCAM with social media advertising campaign for Desoto location to attract more clients. Screenshot below.
- Launched NTXGD Campaign: Designed and executed a targeted social media and email marketing campaign to donors, staff, and other stakeholders.
- Drafted and distributed press release *Metrocare’s Flourishing Families Pilot Project Receives \$65,000 Boost from HHSC to local media outlets.* See NEWS on Metrocare’s website.



SAVE THE DATE
Metrocare’s Biannual Legislative Breakfast
November 15th at 7:30 a.m. @ The Arts District
Mansion

Upcoming Icon Days:

- 9/15-10/15: Hispanic Heritage Month
- 9/8-14: National Suicide Prevention Week
- October: National Substance Abuse Prevention Month
- October 24: Metrocare’s 15th annual *Meal for the Minds* Luncheon

Respectfully submitted,
 Tate Ringer
Tate.ringer@metrocareservices.org

Strategic Initiatives’ vision is to create a grounded and thriving organization; to drive effective organizational strategy; to generate sustainable revenue; to support a culture of caring, responsive employees through clear, consistent communication; and ultimately, to build Metrocare as a community change maker.

148663

Philanthropy Grant Report as of August 31, 2024



metrocare.							
AWARDED		FY25 Award Total	\$ 16,737,435				
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
1	HHSC - ACER PRSP (Psychiatric Residents Stipend Program) - RU 500	Program Support: ACER	\$ 300,000	Year 1 of 1	Jamaica Chapple	87%	
Summary of Grant			Notations - Changes Since Last Report				
<p>The educational purpose of this program is to provide psychiatric residents with the instruction and experience necessary to acquire skills and proficiency in the evaluation and care of patients with chronic and persistent mental illness who are receiving services in a community mental health setting. Resident skill development encompasses learned methods in assessment, diagnostic evaluation, treatment planning, and quality psychiatric care. This is a one-year reimbursement grant totaling \$300,000. Grant term: 9/1/2023 – 8/31/2024</p>			<p>As of August 31, 2024, the grant program has supported 8 psychiatric residents. Grant activities included:</p> <ol style="list-style-type: none"> 1) Assessing patients for possible admission to the state hospital; 2) Performing psychiatric interviews and diagnostic evaluation; 3) Collaborating with other mental health professionals in a multidisciplinary setting; 4) Developing appropriate treatment plans in conjunction with the clinical team; 5) Providing psychiatric care to patients; 6) Treating serious co-morbid medical conditions in patients in the community mental health setting. 				

Philanthropy Grant Report as of August 31, 2024



	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
2	UnitedHealthcare - RU 676	Program Support: C&A	\$ 65,000	Year 2 of 2	Regina Walker	100%	
Summary of Grant			Notations - Changes Since Last Report				
<p>This grant supports one full-time Clinical Case Manager to implement its EMPOWER (Educating Minds to Promote Ownership and Wellness in Everyday Routines) program at Nova Academy. EMPOWER at Metrocare aims to educate youth and teachers at Nova Academy to gain ownership in mental health wellness with access to school-based intervention and resources. This is a two-year award totaling \$129,045. Grant term: 1/1/2023 - 12/31/2024</p>			<p>Program Outreach and Service Delivery: In August, 58 individuals were served through the EMPOWER program. The program is currently active in several school districts:</p> <p>Duncanville ISD: Serving two elementary campuses (Hastings Elementary and Merrifield Elementary), one middle school campus (Reed Middle School), and the alternative school (Summit Education Center).</p> <p>Richardson ISD: Serving one elementary campus (Audelia Creek), two junior high campuses (Liberty and Apollo Junior High), and one high school campus (Berkner High School). Discussions with Richardson ISD are ongoing regarding the potential expansion of the program district-wide for the 2024–2025 school year.</p> <p>Nova Academy and Harmony Science Academy: Ongoing support to both students and faculty.</p> <p>Lancaster ISD: Serving two elementary campuses, a 6th-grade campus, a 9th-grade campus, and the high school campus.</p> <p>Additionally, we have three pending Memorandums of Understanding (MOUs) with DeSoto ISD and one executed MOU with Irving ISD.</p> <p>Staffing: A total of six Youth School-Based Clinical Case Managers have been hired, with two more positions currently in the hiring process.</p>				

Philanthropy Grant Report as of August 31, 2024



	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
3	SAMHSA - Children's Mental Health Initiative - RU 422	Program Support: C&A	\$ 999,324	Year 1 of 4	Justin Bayles	33%	
Summary of Grant			Notations - Changes Since Last Report				
<p>Healthy Transitions Program is a System of Care that focuses on preparing Dallas County transitional age youth (ages 15-21) with or at risk of Serious Emotional Disturbances (SED) and/or Serious Mental Illness (SMI) for a healthy transition to adulthood. This is a four-year award totaling \$3,374,569. Grant term: 9/30/2023 - 9/29/2027</p>			<p>Grant Management: The program team met with the Grant Program Officer to discuss the progress of the program. During the meeting, the Grant Program Officer reviewed the program's goals and measures, providing clarification on any ambiguous verbiage encountered by other programs. This ensures that we are accurately tracking relevant data moving forward.</p> <p>Reporting: In August, the Project Manager and Project Evaluator continued reviewing manually tracked reports to verify data accuracy. They also consulted with the operations team regarding progress and identified potential opportunities for improvement. The next reporting deadline is October 31, 2024.</p> <p>Personnel: The Healthy Transitions program is in the process of hiring for two key positions: a Licensed Clinical Therapist and an Employment and Education Specialist.</p> <p>Budget Utilization: As of now, Healthy Transitions is 83% through the fiscal year and has utilized 36% of the awarded funds. Program staff have initiated planning strategies to increase spending before the end of the fiscal year, while also exploring potential opportunities to utilize carryover funds in Year 2.</p> <p>Services: To date, the Healthy Transitions program has engaged 101 individuals, with 50 enrolling in the program. In August alone, 161 services were provided to 24 unique participants.</p>				

Philanthropy Grant Report as of August 31, 2024



metrocare.							
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
4	Metro Dallas Homeless Alliance, Dallas' R.E.A.L Time Rapid Rehousing Initiative - RU 343	Program Support: Care Coordination	\$ 500,000	Year 2 of 2	Elda Hudson	87%	
Summary of Grant			Notations - Changes Since Last Report				
Funding supports the development of a Community Integration Pilot in conjunction with Housing Forward. This two-year award totals \$1,000,000. Grant term: 7/15/2022 - 9/30/2024			<p>Monitoring and Closeout: In August, Housing Forward conducted a monitoring visit for the grant. All findings were addressed and submitted on September 5, 2024. The grant is now in the closeout process in collaboration with Housing Forward.</p> <p>Fund Utilization: The high vacancy rate associated with this grant has contributed to the underutilization of funds.</p>				
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
5	United Way of Metro Dallas - Care Coordination - RU 353	Program Support: Care Coordination	\$ 195,000	Year 2 of 3	Elda Hudson	105%	
Summary of Grant			Notations - Changes Since Last Report				
Three-year award totaling \$550,000 (\$185,000 annually) to support care coordination. Grant term: 7/1/2022 - 6/30/2025			<p>Client Engagement: In August, 30 new clients were served under this grant.</p> <p>Staffing and Fund Utilization: The grant remains fully staffed, and the utilization of funds is progressing as planned and on track.</p>				

Philanthropy Grant Report as of August 31, 2024



metrocare.							
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
6	Cohen Veterans Network - RU 590	Operational Support: Cohen Clinic	\$ 2,816,812	Year 9 of 9	Chelsea Fiduccia	96%	
Summary of Grant			Notations - Changes Since Last Report				
<p>For the Steven A. Cohen Military Family Clinic at Metrocare to provide mental health services to post-9/11 veterans, active-duty service members, and their family members. This is a \$12.4 million commitment. Grant term: 5/1/2016 - 4/30/2025</p>			<p>Clinic Performance and Service Delivery: Through August (month 4), the clinic initiated 313 episodes of care, reaching 110% of the proposed goal of 850. Additionally, 2,315 clinical hours were delivered, achieving 82% of the proposed goal of 8,500 clinical hours. It is important to note that CVN has not yet approved our new goals for Year 9, which begins in May 2024.</p> <p>Staffing and Reorganization: Currently, the clinic has two clinical vacancies—one clinician and one fellow. In September, we plan to implement a reorganization of clinical staff, promoting senior clinicians to Clinical Supervisors and a clinical support staff member to Clinical Support Supervisor. These promotions will provide more opportunities for staff advancement and expand our leadership team from 3 to 7 members.</p> <p>Service Delivery: In-person clinical services accounted for 16% of total services provided. The clinic served 348 unique individuals in August.</p>				

Philanthropy Grant Report as of August 31, 2024



	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
7	HHSC TV+FA North Texas Collaborative - RU 597	Operational Support: Cohen Clinic	\$ 1,190,881	Year 1 of 2	John Montoya	100%	
Summary of Grant			Notations - Changes Since Last Report				
<p>Supports the Phase VI of the North Texas Veterans & Families Collaborative program. This is a collaborative effort comprised of the Cohen Clinic, Equest, The Headstrong Project, The Brave Fight, and Meadows Mental Health Policy Institute. This is a two-year reimbursement award totaling \$4,763,524 (state award and match). Grant term: 9/1/2023 - 8/31/2025</p>			<p>Program Performance (Q3 FY 2024): In the third quarter of the grant fiscal year 2024 (March 2024 to May 2024), the collaborative served 859 unduplicated participants, achieving 130% of the Q3 goal of 660 participants. Among those who completed treatment, the following outcomes were observed:</p> <ul style="list-style-type: none"> •75% experienced improvement in depression symptoms, •38% experienced improvement in Post-traumatic Stress Disorder (PTSD) symptoms, •72% experienced improvement in anxiety symptoms. <p>Budget and Expenditures: Expenditures for all external partners are progressing as planned. The collaborative's expenditures are on track to fully utilize the grant funds by the end of the fiscal year.</p>				
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
8	Town of Addison - RU 590	Program Support: Cohen Clinic	\$ 2,500	Year 1 of 1	Chelsea Fiduccia	100%	
Summary of Grant			Notations - Changes Since Last Report				
<p>The Cohen Clinic was granted our fourth award from the Town of Addison to expand Mental Health First Aid (MHFA) training. The total award amount is \$2,500 over a 1-year term and is paid in semiannual installments. Grant term: 10/2023 - 9/2024</p>			<p>Training and Events: As of August (month 11), we have trained 50 individuals in Mental Health First Aid (MHFA) and 16 individuals in Applied Suicide Intervention Skills Training (ASIST). Additionally, we hosted a Family Fun Day at our clinic in Addison on May 3rd, with approximately 10 attendees.</p> <p>Future Plans and Funding: Due to Cohen Veterans Network's decision to discontinue funding for the outreach position, there are no plans to hold further MHFA or ASIST trainings for the remainder of this grant period. We have, however, submitted an application for the 2024–2025 funding period, with a focus on clinical services.</p>				

Philanthropy Grant Report as of August 31, 2024



metrocare.							
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
9	DSHS (Department of State Health Services) - CSC (Coordinated Specialty Care) - RU 502 & 503	Program Support: ePEP	\$ 1,135,500	Year 5 of 5	Jasmine Brown	103%	
Summary of Grant			Notations - Changes Since Last Report				
<p>For our Enhanced Program for Early Psychosis provides holistic Coordinated Specialty Care for First Episode Psychosis through a multidisciplinary team that includes a psychiatrist, licensed therapist, certified family partner, certified peer support specialist, and supportive employment and education specialists. This is a one-year award totaling \$2,040,000. Grant term: 09/1/2023 – 8/31/2024</p>			<p>Client Services and Program Impact: In August, 72 individuals were served through Coordinated Specialty Care (CSC). The program has enhanced its efforts in connecting clients to supportive housing, stabilizing symptoms, and fostering community connectedness.</p> <p>Success Story: CSC assisted one client in securing an internship to become a pharmacy technician. The client successfully completed the internship and has since obtained a permanent position with the company.</p>				
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
10	HHSC - Thriving Texas Families Pilot Project - RU 781	Program Support: Flourishing Family (IDD)	\$ 655,000	Year 1 of 1	Carrie Parks	10%	
Summary of Grant			Notations - Changes Since Last Report				
<p>Metrocare's Flourishing Family Pilot Project will provide 1-8 week visits to children and their families as early as four to six weeks before delivery. The evidence-based curriculum, Promoting First Relationships, will be utilized throughout the 1-8-week sessions. The goals are to increase family connections to resources, improve parent knowledge of child social and emotional needs, improve child behavior, security, and sleep, and increase better, positive parenting behavior. Grant term: 5/1/2024 – 8/31/2025</p>			<p>Family Services and Staff Training: In August, 5 families were served. All new staff members are currently participating in Level II training through the Promoting First Relationships Curriculum. As part of their training, each staff member has been assigned their first family to work with while completing Module II of the curriculum.</p>				

Philanthropy Grant Report as of August 31, 2024



metrocare.							
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
11	United Way - Dallas - HOPES - RU 779	Program Support: Flourishing Family (IDD)	\$ 177,855	Year 1 of 1	Selena Milles	86%	
Summary of Grant			Notations - Changes Since Last Report				
<p>Funding to implement Flourishing Family, a home visitation program for new mothers and newborns that includes providing resources, abuse prevention, and assessing for medical needs. This is a one-year award totaling \$260,022. This is the second year we've received funding through the UW HOPES grant. Grant term: 9/1/2023 – 8/31/2024</p>			<p>Family Services and Community Outreach: In August, 11 families were served by the Flourishing Family team through the HOPES Program. The team continued to prioritize community outreach and engagement efforts to strengthen referral pipelines. Notable events and presentations held in August included:</p> <ul style="list-style-type: none"> • Sharing Life in Mesquite, • A presentation to the Childcare Group team, • The Safe Babies Stakeholder presentation through First3Years. 				
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
12	United Way - Dallas: Texas Home Visiting Program - RU 779	Program Support: Flourishing Family (IDD)	\$ 183,271	Year 1 of 1	Selena Milles	86%	
Summary of Grant			Notations - Changes Since Last Report				
<p>Funding from United Way of Metropolitan of Dallas from the Texas Home Visiting Program (THVP) to Flourishing Family supports home visits to new mothers and newborns, including providing resources, abuse prevention and assessing for medical needs. This is a one-year award totaling \$150,089. Grant term: 9/1/2023 – 8/31/2024</p>			<p>Family Services and Community Outreach: In August, 12 families were served by the Flourishing Family team through the Texas Home Visiting Program. The team continued to prioritize community outreach and engagement efforts to strengthen referral pipelines. Notable events and presentations held in August included:</p> <ul style="list-style-type: none"> • Sharing Life in Mesquite, • A presentation to the Childcare Group team, • The Safe Babies Stakeholder presentation through First3Years. 				

Philanthropy Grant Report as of August 31, 2024



	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
13	HHSC PATH GRANT (Projects for Assistance in Transitioning from Homelessness) - RU 310	Program Support: Housing	\$ 475,176	Year 5 of 5	Hope Stedman	94%	
Summary of Grant			Notations - Changes Since Last Report				
Supports outreach and assistance for individuals transitioning from homelessness. This is a five-year award totaling. Grant term: 9/1/2023 - 8/31/2024			<p>Outreach and Enrollment: In August, the PATH team contacted 53 individuals, 12 of whom were new and enrolled in the program. No individuals were found ineligible. Since September 1, 2023, the program has reached a total of 256 individuals through shelters, day service centers, or street outreach, with 159 enrolling in the program.</p> <p>Budget and Staffing: The program remains on track to fully utilize all funds by the end of the fiscal year. One vacancy remains in the street outreach team.</p>				
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
14	Charles Schwab Bank - RU 314	Program Support: Housing	\$ 20,000	Year 1 of 1	Ikenna Mogbo	129%	
Summary of Grant			Notations - Changes Since Last Report				
Provides assistance with cost of living increases and basic necessities for individuals in housing programs with severe and persistent mental illness. This is a one-year award totaling \$20,000. Grant term: 1/1/2024 - 12/31/2024			Metrocare has expended the Charles Schwab grant on eligible costs. We anticipate receiving an invitation to apply for this funding again this fall.				

Philanthropy Grant Report as of August 31, 2024



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	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
15	Housing Forward Coordinated Outreach Expansion - RU 556	Program Support: Housing	\$ 106,703	Year 1 of 2	Ikenna Mogbo	23%	
Summary of Grant			Notations - Changes Since Last Report				
The primary focus of Coordinated Outreach is to engage people residing in unsheltered locations and connect them to services and housing. This is a two-year award totaling \$449,692. Grant term: 3/1/2024 – 9/30/2025			Due to delays in hiring the staff needed for this grant, funds have not been expended according to budget. A request to carryover the unexpended funds to year 2 of the grant is in preparation.				
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
16	HUD - Safe Haven - RU 314	Program Support: Housing	\$ 404,065	Year 1 of 1	Ikenna Mogbo	83%	
Summary of Grant			Notations - Changes Since Last Report				
Provides intensive homeless services for individuals with severe and persistent mental illness. This is a one-year award totaling \$404,065. Grant term: 4/1/2024 – 3/31/2025			In August, 24 individuals were served. The Safe Haven grant continues to operate efficiently. Metrocare is in the process of applying for the annual renewal.				

Philanthropy Grant Report as of August 31, 2024



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	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
17	HUD Leasing - RU 554	Program Support: Housing	\$ 4,640,551	Year 1 of 1	Ikenna Mogbo	100%	
Summary of Grant			Notations - Changes Since Last Report				
<p>Funding to provide permanent supportive housing for individuals who are chronically homeless. This is a one-year award totaling \$4,113,870. Grant term: 9/1/2023 – 8/31/2024</p>			<p>In August, 285 individuals were served. The Leasing grant is making progress on housing individuals/families to capacity. Metrocare is the process of applying for the annual renewal.</p>				
	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
18	Texas Council for Developmental Disabilities - 843	Program Support: IDD	\$ 123,293	Year 2 of 5	Carrie Parks	75%	
Summary of Grant			Notations - Changes Since Last Report				
<p>Funding to provide Metrocare's Disability Cultural Humility Training for Elected Officials. The project is designed to review current gaps in the training available to elected officials through literature reviews and focus meetings with advisory groups and to fill those gaps through the creation of more robust training. This is a five-year award totaling \$720,314. Grant term: 3/1/2023 – 2/29/2028</p>			<p>Service Delivery and Program Updates: In August, 12 individuals were served through the project. The request for a third-year extension has been submitted.</p> <p>Training and Outreach: Training was conducted for elected officials at the Arlington Library. Attendees included Representative Chris Turner and three of his staff members, Constable Sandra Lee, and Chief Deputy Warren Mitchell.</p>				

Philanthropy Grant Report as of August 31, 2024



	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
19	City of Dallas - UpSkilling Dallas - RU 760	Program Support: IDD	\$ 125,000	Year 1 of 2	Carrie Parks	78%	
Summary of Grant			Notations - Changes Since Last Report				
<p>Funding has been provided by the City of Dallas' Small Business Center to develop a workforce development campaign for low- and moderate-income Dallas residents. Metrocare's Center for Children with Autism and Altshuler Center for Education and Research have developed a six-week Registered Behavioral Technician training program and will be training 54 qualifying Dallas residents over two years; the goal is to empower participants to earn a living wage by obtaining a certification in a high-demand field. This is a two-year award totaling \$250,000. Grant term: 5/18/2023 – 5/17/2025</p>			<p>Cohort Completion and Certification: In August, the pilot program completed the training of two cohorts: an 8-week cohort that began in July and a 4-week cohort that started in early August. A total of 19 individuals successfully completed the training, with 16 individuals passing the exam to become Registered Behavior Technicians.</p>				

Philanthropy Grant Report as of August 31, 2024



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	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
20	SAMHSA - Integrative Treatment of Complex Trauma Program - RU 351	Operational Support: Mental Health	\$ 351,869	Year 3 of 5	Justin Bayles	132%	
Summary of Grant			Notations - Changes Since Last Report				
<p>Funding from the Substance Abuse and Mental Health Services Administration supports the implementation of evidence-based treatment for complex trauma in children and adolescents. The total award amount is \$1,777,050 over a 5-year term. Grant term: 9/30/2020 – 9/29/2025</p>			<p>Grant Management: The Project Director (PD) and SAMHSA Grant Director meet weekly to review progress on goals, objectives, and tracking metrics. A meeting with the Government Project Officer (GPO) is scheduled for September 16, 2024.</p> <p>Reporting: Fiscal Year Quarter 3 Infrastructure Development, Prevention, and Mental Health Promotion (IPP) indicators were submitted to SAMHSA's Performance Accountability and Reporting System (SPARS) on July 26, 2024, with GPO approval received on September 3, 2024.</p> <p>Personnel: All allocated positions have been filled.</p> <p>Budget Utilization: The program is 83% through the fiscal year and has utilized 62% of the budget. After a review by the management and finance teams, adjustments were made to the allocation of efforts in the finance report, which increased the unobligated funds. The management team has reviewed expenses and allocation strategies to ensure full utilization of the budget by year-end.</p> <p>Services: In August, the program served 58 unique individuals and provided 275 services.</p>				

Philanthropy Grant Report as of August 31, 2024



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	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
21	SAMHSA - Metrocare's Medication-Assisted Treatment Program - RU 352	Operational Support: Mental Health	\$ 524,084	Year 3 of 5	Justin Bayles	156%	
Summary of Grant			Notations - Changes Since Last Report				
<p>For expanding substance use disorder services for Opioid Use Disorder (OUD) to allow Dallas County residents to receive medication-assisted treatment outside of ambulatory detox for a longer-term basis. The total award amount is \$2,620,420 over a 5-year term. Grant term: 9/30/2021 – 9/29/2026</p>			<p>Grant Management: The Project Director (PD) and SAMHSA Grant Director continue to meet weekly to review progress on goals, objectives, and tracking metrics. Year 3 of the grant will conclude on September 29, 2024.</p> <p>Reporting: Currently, there are no reports due. The next report is scheduled for submission on December 28, 2024.</p> <p>Personnel: As of August, the program had two vacancies: one Peer Support Recovery Specialist (L/K) and one Clinical Manager V position. The operations team is actively interviewing candidates and working to fill these positions.</p> <p>Budget Utilization: The program is 83% through the fiscal year and has utilized 79% of the awarded funds. The program remains on track to fully utilize the budget by the end of the year.</p> <p>Services: The Medication-Assisted Treatment (MAT) program has achieved a coverage rate of 117%, with a total census of 131 unique individuals (including 57 enrolled in Year 3). In August, 33 individuals were served.</p> <p>Success Stories:</p> <ol style="list-style-type: none"> Individual A and Individual B have successfully regained full custody of their child after participating in treatment and group sessions. They are both extremely happy with this outcome. Individual C has maintained sobriety since admission, following a recent release from prison. Through treatment, he has secured employment and reports that he is about to close on a new home. Individual D has secured a job and is making progress toward recovery following a relapse. Individual E has obtained part-time self-employment as a tattoo artist and is back on track after his relapse. He recently reached the milestone of six months of sobriety. 				

Philanthropy Grant Report as of August 31, 2024



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	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
22	SAMHSA - Certified Community Behavioral Health Clinic - Improvement and Advancement - RU 354	Operational Support: Mental Health	\$ 1,345,745	Year 2 of 4	Justin Bayles	134%	
Summary of Grant			Notations - Changes Since Last Report				
<p>Supports the creation of an After-Hours Clinic. Total funding will be \$3,984,485 over 4 years. The After-Hours Clinic will operate Monday through Friday from 5:00 p.m. to 10:00 p.m., as well as offer services on Saturday and Sunday. The flexible service hours will expand access to individuals, families, and the community. Grant term: 9/30/2022 – 9/29/2026</p>			<p>Grant Management: In August, the program began preparing for upcoming SAMHSA reporting. The After-Hours clinic is also preparing for the SAMHSA evaluation, which will begin in Year 3 of the grant. Further details on the evaluation process are pending, as SAMHSA is still developing tracking tools and providing training for grantees.</p> <p>Reporting: Quarter 4 for the Infrastructure Development, Prevention, and Mental Health Promotion ends on September 30, 2024. This will be the final time SAMHSA CCBHC grantees will submit data via the SPARS data collection system. However, grantees are still required to track and monitor this data for the remainder of the grant years and report annually or as requested by the Grant Project Officer.</p> <p>Personnel: One Licensed Practitioner of the Healing Arts (LPHA) position remains open, while all other positions have been filled.</p> <p>Budget Utilization: The program is 83% through the fiscal year and has utilized 96% of the awarded budget. It remains on track to fully and effectively utilize all funds.</p> <p>Services: In August, the program served 363 unique individuals, delivering a total of 806 services.</p>				

Philanthropy Grant Report as of August 31, 2024







	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
23	McKesson Foundation - RU 451	Community Engagement: Pharmacy Services	\$ 199,806	Year 1 of 2	Min Seo Cheon Kim	72%	
Summary of Grant			Notations - Changes Since Last Report				
<p>Metrocare’s Pharmacy Community Engagement Program (MPCEP) will provide outreach, information, education, and referral opportunities to the community based on the four foundational principles: 1) Improve access to care by conducting free health screenings at locations throughout the community; 2) Foster community partnerships with organizations & institutions; 3) Respond to both patient and community needs; 4) Promote patient-centered, trauma-informed, culturally and linguistically appropriate care and population health. Total funding is \$399,612 over 2 years. Grant term: 09/1/2023-08/31/2025</p>			<p>Community Outreach Pharmacy Program – August 2024: In August 2024, our Community Outreach Pharmacy Program made significant strides by engaging 2,493 individuals, reinforcing our commitment to addressing healthcare disparities through four foundational principles:</p> <ol style="list-style-type: none"> 1. Providing free health screenings 2. Fostering key community partnerships 3. Responding to patient and community needs 4. Promoting patient-centered, trauma-informed care <p>Our responsive approach to both individual patient concerns and broader community needs has helped create a more inclusive, patient-centric healthcare experience.</p>				

Philanthropy Grant Report as of August 31, 2024



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	Funding Source	Intended Use of Funds	FY25 Award	Grant Term	Program Manager	Budget vs. Actual Revenue	Utilization
24	City of Dallas - DALLAS HEALS - RU 107	Education and Outreach: Strategic Initiatives	\$ 200,000	Year 1 of 2	Tate Ringer	37%	
Summary of Grant			Notations - Changes Since Last Report				
<p>City of Dallas, Office of Community Care awarded \$400,000 over two years for the DALLAS HEALS campaign. Metrocare’s Strategic Initiatives developed the DALLAS HEALS campaign—a mental health education and outreach campaign designed to serve the most stressed and most vulnerable populations in Dallas: low-income communities, historically underserved communities, Qualified Census Tracts, and communities of color. Grant term: 11/3/2023-5/9/2025</p>			<p>Grant Progress – Year 1 (Dallas Heals): The requirements for Year 1 of the Dallas Heals grant have been 100% successfully completed. Given that the grant started six months after being awarded to Metrocare, we have been working diligently to catch up and fully utilize the funding for Year 1. Over the four months the campaign has been active in the community, we have strategically utilized 47% of the Year 1 budget. We remain optimistic about utilizing the majority of the remaining funds by the end of Year 1 in November 2024.</p> <p>A budget revision has been submitted to the City of Dallas, proposing the reallocation of the remaining Year 1 funds. The revised budget will direct these funds toward additional collateral and supplies to support the increased number of outreach events planned for this fall.</p>				



UTILIZATION KEY	
OPERATING AHEAD OF SCHEDULE	
ON TRACK or NEW PHILANTHROPIC GRANT	
TRACKING BEHIND BUDGET BEING MONITORED CLOSELY	
POTENTIAL CONCERN	

Funder		Award Amount	Pledge/Fully Funded/Partially Funded	Funding Notes
Hillside Capital Campaign Funding - pledges and gifts received as of August 31, 2024				
1	Bette Rathjen for Emotional Well-Being Foundation	\$ 3,000,000.00	Fully Funded	
2	McDermott Foundation	\$ 1,500,000.00	Fully Funded	Original \$1M gift dated received on 8/30/21; addtl gift of \$500,000 received 8/22/23.
3	Lyda Hill Philanthropies	\$ 1,000,000.00	Fully funded	
4	Simmons Sisters Fund	\$ 1,000,000.00	Fully Funded	
5	Hillcrest Foundation	\$ 1,000,000.00	Fully Funded	
6	Rees-Jones Foundation	\$ 1,000,000.00	Fully Funded	Paid in full
7	Communities Foundation of Texas	\$ 1,000,000.00	Pledged	
8	Deedie Rose	\$ 1,000,000.00	Partially funded	\$500K received to date. (\$200k 10/2022; \$100k 7/2023; \$100k 10/2023; \$100k 5/2024)
9	Crystal Charity Ball	\$ 912,881.00	Fully Funded	Pledged; 2023 Beneficiary for Child & Adolescent Mental Health Clinic. Full funding to be rec'd by March 2024. Payments towards pledge include: (Crowley-Carter Foundation - \$25k; Bank of America Fdn - \$25k; Roy & Gene Sturgis Fdn - \$25k; Kennington Family Fdn - \$12.5k; Aileen & Jack Pratt Fdn - \$3,571; Vizient - \$15k; Texas Bar Fdn - \$10k; Katherine C. Carmody Charitable Trust - \$25k; The Mark Fdn - \$20k; Moody - \$350k; Hattie Mae Lesley - \$25k; Crystal Charity Ball - \$376,810
10	Addy Foundation	\$ 500,000.00	Fully Funded	
11	Meadows Foundation	\$ 500,000.00	Fully Funded	Full amount considered grant.
12	Hoblitzelle Foundation	\$ 500,000.00	Fully Funded	
13	PKW Fund at The Dallas Foundation	\$ 400,000.00	Partially funded	Third installment of \$100K received - \$300,000 rec'd to date; \$100K outstanding)
14	Dr. Bob & Jean Smith Foundation	\$ 350,000.00	Fully Funded	
15	The Constantin Foundation	\$ 300,000.00	Fully Funded	
16	Beasley Foundation	\$ 250,000.00	Fully Funded	Final Installment \$100,000 received December '23
17	Hamon Family Foundation	\$ 200,000.00	Fully Funded	
18	UMB Bank	\$ 200,000.00	Fully Funded	Paid in full
19	Mike & Mary Terry Foundation	\$ 150,000.00	Fully Funded	Final installment of \$50,000 received
20	Clara Miller Estate	\$ 112,551.85	Ongoing	Royalties from bequest
21	Anonymous Donor	\$ 100,000.00	Partially funded	First installment of \$50,000 received
22	Anonymous Donor	\$ 75,000.00	Fully Funded	
23	Amplify Energy, LLC	\$ 73,988.43	Ongoing	Royalties from bequest
24	Anonymous Donor	\$ 50,000.00	Fully Funded	
25	The Dallas Foundation's Women In Philanthropy Institute	\$ 40,000.00	Fully Funded	
26	Board Commitments	\$ 44,300.05	Partially Funded	Remaining Installments - \$200
27	William T. & Gay F. Solomon Advised Fund at The Dallas Foundation	\$ 25,000.00	Fully Funded	
28	Anonymous Donor	\$ 25,000.00	Fully Funded	
29	UMB Charitable Foundation	\$ 25,000.00	Fully Funded	
30	Sheppard/Mullin	\$ 15,000.00	Pledged	
31	Anonymous Donor	\$ 10,500.00	Fully Funded	
32	Eisman Family DAF	\$ 10,000.00	Fully Funded	
33	Solender/Hall	\$ 35,000.00	Fully Funded	
34	McDonnough Family Fund	\$ 7,500.00	Fully Funded	Received additional \$5,000 December '23
35	Individual Donors	\$ 4,100.00	Fully Funded	
36	Karen Coder	\$ 2,500.00	Fully Funded	
37	Energy Royalties	\$ 687.43	Ongoing	
	Sub-Total	\$ 15,419,009		
	Meadows Foundation*	\$ 250,000	Pledged	<i>*This is not a donation. This is a 5-year Program Related Income (PRI) loan with a 0.0% Interest Rate; payable by July 2029.</i>
	Total Funding Secured and/or Committed	\$ 15,669,009		
	Pending Hillside Capital Campaign Requests	\$ 925,000.00		Current pending requests from individual donors and private foundations to support the Hillside Capital Campaign. (\$500,000 - The Dallas Fdn; \$300K - Constantin Fdn; The Florence Fdn - \$75K; Thomas E Bently - \$50K)

Potential Space Needs for Submitted Grants

PENDING	FY24 Total Applied	\$ 19,131,309	Total Anticipated New Personnel (Level of Effort)	20.65	Total Spaces Needed	9.50
Funding Source	Intended Use of Funds	Applied Amount	Existing Personnel	Anticipated New Personnel	Space Needs for Anticipated Personnel (# of office spaces)	
Bank of America Charitable Foundation	Capital Renovation: Housing	\$ 50,000	0.00	0.00	0.00	
Town of Addison	Operational Support: Cohen Clinic	\$ 17,000	0.00	0.00	0.00	
City of Dallas, Mental and Behavioral Health Programs – Citywide and Districts 9, 12 and 13	Program Support: IID - Family Autism Wellness Center	\$ 689,310	0.16	4.50	4.50	
Dallas County - Opioid Use Disorder/Substance Use Disorder Provider Capacity Expansion Program	Program Support: MH - Adolescent SUD	\$ 1,000,000	3.90	3.10	3.00	
SAMHSA Assisted Outpatient Treatment	Program Support: ACT	\$ 3,000,000	0.20	7.50	2.00	
SAMHSA Treatment Drug Courts	Program Support: TCOOMMI	\$ 2,000,000	0.10	2.70	0.00	
HHSC Construction Grants for MH Facilities	Capital Construction: Housing	\$ 10,500,000	0.00	0.00	0.00	
SAMHSA Strategic Prevention Framework	Program Support: Clinical Training	\$ 1,874,999	0.40	2.85	0.00	

CHIEF EXECUTIVE OFFICER REPORT

“Service Presentation”

ACTION AGENDA

September 2023 Reports



BOARD COMMUNICATION

AGENDA ITEM CEO Report and Update on FY24 KPIs through August	BOARD MEETING DATE September 26, 2024
PREPARED BY John W. Burruss, M.D.; CEO	DATE PREPARED September 17, 2024

Notable since last board meeting:

- Metrocare saw a total of 51,492 individuals over the course of FY2024.
- The Real Estate, Property and Space Management Strategic Plan will be discussed in concert with the Board Training.

Items for ongoing attention:

- The Lancaster-Keist project has been halted to allow for completion of comparisons between the project that has been envisioned and an alternative blueprint that would involve razing the entire site and rebuilding. Birch Construction has been selected through a competitive bid process to be the GC for the project. They are working actively with KAI to determine the best options for Metrocare.
- Metrocare’s strategic vision includes the expansion of housing for individuals and families experiencing homelessness in Dallas County, particularly those in need of Permanent Supported Housing. Two lots are being secured for new DDP group homes with several options being considered for a third. There is also the possibility of two additional homes supported by the Federal Home Loan Bank. The initial three are expected to be finished by late 2024 or early 2025.
- Metrocare has identified the need for a Children & Family Center in southeast Dallas County. The medical office building at 9209 Elam Road was purchased to meet this need. Metrocare will also co-locate within the Parkland Southeast Community Outpatient Center which is across the street. At present, the building’s one tenant has moved out and Metrocare is awaiting a settlement for the remaining lease agreement from that tenant before moving forward with clinical services onsite. The property also includes a substantial, undeveloped, residential lot which will likely be used for 20-40 units of further housing expansion to be partially funded by a \$5.2M grant from HHSC.
- Housing Forward has provided a proposed Destination Home contract for Metrocare’s Permanent Supported Housing Program. This is a result of the impending closure of City Square.

FINAL FY24 KEY PERFORMANCE INDICATORS

KPI Report a/o August 2024	Goal	Current Month (August - 2024)	YTD Progress	Status: Met or Not Met
2. Employee Turnover (trailing 12 months)	≤25%	1.81%	18.0%	Met
Quality Care				
10. LIDDA Type A Contacts per fiscal year (3,000 per month)	36,000	2730	31,869 (89%)	Not met
11. LIDDA DID evaluations per month	40	46	41	Met
5. Alcohol misuse intervention for those who screen positive for unhealthy usage	≥83%	87.4%	105%	Met
7. Reported hospital discharges receive f/up appointment	≥52%	54.6%	56.8%	Met
13. Housing median length of stay increased by 10%. Baseline 2,328 days	2561 days (+233 days)	2427	+99 (95%)	Not met
9. Clinical productivity benchmark	93%	91.1%	92.1%	Not met
Thriving Agency				
			19,737 (97.7%) * <i>*Actually 100.5% of FY23</i>	
1. Individuals served per month	20,500	19,780		Not met
4. Diagnostic interviews within 7 days of intake	91%	91.5%	91.3%	Met
8. Increase individuals served in MH year over year	41,684	1276	40,298 (96.7%)	Not met
14. A/R over 60 days old	≤25%	34.0%		Not met
15. Maintain a 94% Net Collection Rate	≥94%	91%	94%	Met
12. Increase individuals housed year over year by 20%. Baseline 436	523 (+87)	466	+30 (89%)	Not met
3. Hillside Capital Campaign	\$5M	\$567	\$2,521,342	Not met
Innovative Collaborator				
6. Workforce Development - ACER Training	290	532	183%	Met

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Real Estate, Property and Space Management Strategic Plan

Presented to the Metrocare Board of Trustees

SEPTEMBER 2024

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EXECUTIVE SUMMARY

Metrocare is a large, complex, conglomerate organization with extensive and ever-changing needs for clinical, commercial and residential property. While the Agency has vacillated between primarily leased versus owned property over the years, Metrocare's governmental/nonprofit status, coupled to the realities of the real estate market in Dallas County, weighs that choice heavily toward owning property. This Real Estate, Property and Space Management Strategic Plan outlines a methodical approach towards managing the roughly 345,000 square feet of existing space while also identifying, evaluating, and acquiring properties that align with the Agency's mission alongside the clinical and investment goals of the Board and Management. The realization that growth of the mission and increased access necessitates balanced, efficient increase in staffing and thereby worksites for the expanded staff, drives commercial property decisions. This strategy is built on a foundation of thorough market analysis, precise investment criteria, and robust financial planning, ensuring each property contributes to the overall agency portfolio's strength and diversity. By focusing on timely, strategic acquisitions, the aim is to maximize effectiveness and efficiency, optimize returns, realize enhanced asset value, and mitigate investment risks.

OBJECTIVES

- Optimal utilization of all Metrocare space, whether leased or owned.
- Judicious management and expansion of Metrocare's real estate portfolio while being well-positioned for known and unanticipated opportunities that further the mission.
- Diversification of investments across suitable property types throughout Dallas County with attention to equitable distribution based on sociodemographic and political delineations.
- Implement renovation, upkeep and value-add strategies to increase utility, value and cash flow in all properties.
- Plan for thoughtful transition to an internal property management division when the scale of the housing program and staff experience dictates.

SWOT ANALYSIS

Strengths

- Metrocare's overall **size** offers options and economies of scale when adding, managing and sustaining property.
- Formal and informal **relationships** across our community lend important advantages in securing, financing, populating and managing property.
- Hard-earned **financial strength** from the prior 6 years of management efforts has resulted in a balance sheet that now reflects nearly \$150 million in total assets *prior to* the addition the Hillside Campus. This represents a solid foundation on which to continue to build the portfolio of property necessary to achieve Metrocare's goals.
- Tied to the balance sheet, Metrocare now has favorable **borrowing potential**, including tax-exempt, municipal bond issuance which would lower the costs of debt service substantially over time.
- The Lifenet Community Behavioral Health (**LCBH**) Community Housing Development Organization (CHDO) partnership with Churchill Properties generates annual income which can be used to help support the Housing program. While this amounts to approximately \$200,000 most years, it has risen to over \$2 million in years when Churchill sells or refinances one of the CHDO properties.
- Metrocare enjoys a reliable rental income stream through the large Housing and Urban Development (**HUD**) Permanent Supported Housing (PSH) program within the Housing Division. At present, this program funds the homes of 457 individuals, but it is likely that this will increase by as many as 200 individuals due to the regional Unsheltered Grant Program and the demise of City Square.
- Metrocare employs many **seasoned, dedicated personnel** across the Facilities and Housing sections and regularly adds new staff with important relevant experience. This creates a "deep bench" with decades of management and leadership in this area.
- In Dallas County and across the region, there are **no competitors** who can boast the record and scale in clinical mental health and intellectual disability service delivery coupled to the vast housing portfolio. Even those peer entities that have been relevant at this level are folding in real time as this plan is being developed, leaving Metrocare as the sole provider to sustain these critically important programs.
- As a **governmental entity**, Metrocare enjoys many advantages, including access to grant programs unavailable to private companies, the ability to issue tax-free bonds and sovereign immunity that helps reduce risk exposure.

- Metrocare has developed strong ties to the Dallas **philanthropic community**, who have committed unprecedented dollars to a community mental health center in Texas. With the completion of the Hillside Campus Capital Drive, areas of need that are likely to engender subsequent support are the areas of homelessness and housing.

Weaknesses

- Though the Agency has owned and maintained clinical and administrative sites for decades, Metrocare has a **limited history** of acquiring, owning and managing residential property.
- There are many **competing demands** within Metrocare. The core business is mental health and IDD services. While there is a clear link between recovery and stable housing, it is not a required service of a community mental health center in Texas.
- The very same **governmental status** that affords opportunities also presents challenges in added legal requirements, regulation and limits to the entrepreneurial options available to Metrocare when compared to private, non-profit agencies.

Opportunities

- The **zeitgeist** includes strong emphasis on mental health, emotional wellbeing and housing. Metrocare is "in the right place, at the right time."
- A great deal of effort has resulted in an enhanced **public impression** of Metrocare, leaving much of the ambivalence of the prior "Dallas County MHMR" days behind. This opens doors to any number of opportunities as local leaders think of Metrocare to capably solve problems.
- Metrocare is able to pursue a broad array of selective **financial resources** as they arise from local municipalities, as well as county, state and federal governments, including the Federal Home Loan Bank.
- Additionally, Metrocare can seek philanthropic support and issue tax-exempt bonds to **bolster regular revenue streams** when needs arise.
- Metrocare has many new **partnerships** that have been forged over the recent past as the pursuit of clinical and residential property has expanded. This allows realization of maximum value through trusted architectural, contractor, developer, property management and maintenance professionals.

Threats

- The **Dallas market**, though not as expensive as many in the country, is still a costly and competitive arena in which to acquire property. If prices continue to rise steeply

and/or seller's expectations for rapid completion of transactions increases, Metrocare will find it difficult to secure needed properties.

- Metrocare relies on **Medicaid, HUD and other governmental programs** for the great majority of Agency income. Changes at the Center for Medicare and Medicaid Services (CMS), or the State, can pose a significant threat to the stability, rate and/or timeliness of those revenues.
- The **political climate** at all levels from the county to the federal government will largely dictate Metrocare's overall viability and success in all areas. From the governance of the Agency to the payment rates for services to the regulations and contracts that define operations, various governments determine almost all aspects of our behavior.
- Metrocare will have to balance the amount of **debt** needed to realize growth and expansion without over-leveraging the company. The Statement of Net Assets (Balance Sheet) has benefited enormously from the strategy to transition out of leases and back to owning property. From 2017 to present, the company's net assets have grown from \$2.3 million to over \$65 million with additional large increases coming soon due to the addition of the Hillside Campus. That being said, liquidity will always be critical as the continued growth of the Agency creates ever larger demands on cash flow, particularly in the face of erratic, uneven payment from governmental and private entities.
- The vestigial remnants of the 1999 NorthSTAR Medicaid demonstration project have created a unique, "one off" situation for Metrocare and Dallas County. The presence of a Health & Safety Code Chapter 534 Community Mental Health Center with no Chapter 533 Local Behavioral Health Authority (LBHA) component only occurs in Dallas County, not in any of Texas' other 253 counties. This creates **confusion and neglect** on the part of both the County and State. This has been the single greatest impediment to Metrocare's success in the 2000s, leading to the loss of several hundred million dollars of DSRIP support to Dallas County. While the situation seems to have stabilized since the Pandemic, there remains the chance that this awkward structure will again represent a threat to Metrocare at some point.

CURRENT HOLDINGS AND IMMEDIATE FUTURE CHANGES

COMMERCIAL

At the beginning of FY2025, Metrocare holds nine **commercial leases** for clinical and administrative needs in Dallas County totaling roughly 156,000 square feet. One other lease for 1023 square feet is located in Williamson County and supports the Bluebonnet Trails Pharmacy program. The following table summarizes these properties.

<u>SITE</u>	<u>PURPOSE</u>	<u>BLDGS</u>	<u>SQ/FT</u>
1. 1330 River Bend	LIDDA, CCAM, HR, Records	1	40,245
2. Samuell Clinic	Adult & C/A Services, ePEP, ACT, IOP	3	33,496
3. 1345 River Bend	Admin, ACER, ADRC	1	24,663
4. Skillman Clinic	Adult & C/A Services, Pharm, Housing	1	17,500
5. Sylvan (Chase)	C/A Services, ECI, DDP	1	16,667
6. Cohen Clinic	Veteran Services	1	12,000
7. Regal Road Warehouse	Storage	1	6000
8. Hampton Rd (DeSoto)	CCAM	1	5118
9. Bluebonnet Trails	Pharmacy	1	1023
		11	156,712

Additionally, Metrocare **owns** six, primarily clinical buildings of 131,025 square feet.

<u>SITE</u>	<u>PURPOSE</u>	<u>BLDGS</u>	<u>SQ/FT</u>
1. 9696 Skillman	Housing, Pharm, Cohen, TBD	1	63,917
2. Lancaster-Keist (LK) Clinic	Adult Services, Pharm, SNOP	2	29,337
3. Westmoreland Adult Clinic	Adult Services, Pharm, ACT	1	15,252
4. 9209 Elam Rd.	(expected) C/A Services, DDP	1	12,519
5. Grand Prairie Clinic	Adult & C/A Services, Pharm	1	10,000
		6	131,025

The Hillside Campus will open during late summer or fall 2025, providing nearly 145,000 new clinical and administrative square feet with a parking structure. This will allow Metrocare to abandon nearly 77,000 square feet of leased space. Further, the Cohen Veterans Network clinic at Metrocare in Addison will relocate to the new 9696 Skillman property during 2025, further reducing leased clinical/admin space by 12,000 square feet. This will result in Metrocare operating 354,257 square feet of commercial space, assuming no other changes in the interim. This represents an increase of 66,250 square

feet, or 23% more than is currently operated. Further, it will increase Metrocare’s portion of owned commercial space from 45% currently, to 78%.

RESIDENTIAL

The housing program currently includes 423 leased and 97 owned units (bedrooms) split between multi-family structures and “single family” dwellings. The owned properties are summarized in the following tables.

<u>MULTIFAMILY</u>	<u>BEDROOMS</u>	<u>SQ/FT</u>	<u>APPRAISED VALUE</u>
3917 Rawlins, Dallas, TX 75219	16	8150	} \$8,000,000
3921 Rawlins, Dallas, TX 75219	18	8225	
3921 - B Rawlins, Dallas, TX 75219	0	1250	
3929 Rawlins, Dallas, TX 75219	20	8450	
4202 Bowser Ave, Dallas, Texas 75219	10	7971	\$1,575,000
<u>4227 Bowser Ave, Dallas, Texas 75219</u>	<u>10</u>	<u>8997</u>	<u>\$1,575,000</u>
	74	43,043	\$11,150,000

<u>SINGLE FAMILY</u>	<u>BEDROOMS</u>	<u>SQ/FT</u>	<u>APPRAISED VALUE</u>
5639/5641 Alton Ave Dallas, TX 75214	6	2400	\$410,000
2430 Bonnie View Rd Dallas, TX 75216	3	1410	\$270,000
969 Oak Forest Dr Dallas, TX 75232	3	1382	\$260,000
2250 Macon St. Dallas, TX 75215	3	1400	\$200,000
4614 Verdun Ave. Dallas, TX 75215	3	1446	\$210,000
2635 Sharpview Ln Dallas, TX 75228	3	1826	\$370,000
<u>11417 Webb Chapel Rd Dallas, TX 75229</u>	<u>2</u>	<u>1672</u>	<u>\$310,000</u>
	23	11,536	\$2,030,000

OWNED RESIDENTIAL TOTAL: 97 54,579 \$13,180,000

NEAR-TERM NEEDS

- The Parkland Center for Clinical Innovation’s (PCCI) Needs Assessment confirmed that there is a substantial gap in services for children and young people with mental health and intellectual disability challenges in **southeastern Dallas County**. To address this need, Metrocare has purchased the clinical building at 9209 Elam Road and negotiated a lease at nominal cost for a small presence in the Parkland Southeast Community Outpatient Center (COPC) across the street. Plans are

underway to complete modest renovations to the clinic building to begin services during early FY25.

- The Elam Road site includes a one-acre lot directly behind the clinic that is slated to be used for housing. Metrocare has applied for grant support from HHSC to defray much of the cost of building a **30-40 unit complex** on this site.
- The **Housing staff** has expanded to the point where their current location within the Skillman Clinic is no longer adequate, while the clinical services housed at Skillman have grown. Metrocare has purchased the neighboring 9696 Skillman building to provide a larger site for the Housing staff, freeing space within the clinic building for the new programs and providers to expand.
- 9696 Skillman will also serve as the future home for the **Stephen A. Cohen Military Family Clinic at Metrocare**. When the existing lease on Midway Road in Addison expires during late calendar 2025, this move will represent a transition from leased to owned space while also reducing the Clinic's footprint more suitably to the staffing and patient needs.
- Metrocare's **Pharmacy Program** needs a centralized space for processing and distributing medications for delivery. None of the existing pharmacies has enough room. 9696 Skillman offers the opportunity to create this facility for the first time which will result in efficiencies for a substantial portion of the pharmacy's work while returning the clinic pharmacy's focus to direct patient engagement and education.
- While the **new LK Clinic** is being built, most of the staff are slated to remain nearby in temporary buildings on the DART property behind the clinic which has been generously licensed at no cost to Metrocare. Those who cannot remain on site due to space constraints may need to be temporarily relocated to a site(s) to be determined.
- Expansion of Early Childhood Intervention (**ECI**) has displaced other Developmental Diversity Provider (DDP) behavioral programs from their planned space in the Hillside clinic building, necessitating that another location be located for this work. We are currently evaluating the viability of the DDP services occupying a part of the clinic at 9209 Elam Rd once the temporarily housed LK staff are redeployed back to the new LK Clinic.

ASSESSING FUTURE NEEDS

Metrocare will analyze space utilization across all properties regularly to ensure efficacy, efficiency and full occupancy before any effort to expand into new facilities. All proposed expansions – whether they result from grant proposals, service expansions or administrative needs - will include an assessment of the space requirements to house

any associated staff, along with a determination of whether there is existing space that will be adequate. If there is a need for new space, this information will be provided to Executive Management and the Board of Trustees on a regular basis with the intent to anticipate the required actions for Metrocare to acquire the space.

When existing space is not available, preference will be for expansion into property that Metrocare purchases or builds before entering into additional leases. The reasons for this prioritization are as follows.

- The long-term financial equation of purchasing property is in Metrocare's favor due primarily to avoiding property taxes that would be included in any lease.
- Owning property allows Metrocare to enjoy all protections and immunity inherent in the governmental status of the Agency.
- The Statement of Net Position (Balance Sheet) benefits from property ownership more than from leases, though leases must also be entered as assets.
- An owned property may be sold or committed as collateral.

MARKET ANALYSIS

Dallas County has experienced a historic seller's market over the recent past with few available options and rapid (cash) closings. This requires nimbleness on the part of buyers to secure any suitable land or structure. While interest rate hikes have cooled the market modestly, there is still robust competition, and many sellers will still not entertain an offer without the promise of a rapid closing. The speed necessary to close on target acquisitions is made more difficult by Metrocare's governmental status, which builds in various hurdles and delays that must be overcome to compete in the Dallas market. Nonetheless, the scale of the County and its array of existing property creates opportunities for Metrocare if the team is prepared to "strike while the iron is hot." Wherever possible, our strategic approach includes a deep dive into micro-market dynamics, identifying areas with high growth potential and under-valued properties. By staying ahead of market trends and leveraging experienced consultants and data analytics, we will position ourselves to capitalize on opportunities that align with Metrocare's mission.

TARGET MARKETS AND INVESTMENT CRITERIA

The primary geographic target markets for all property, whether clinical or residential, are those wherein 1) Metrocare provides a high volume of service to many residents or those 2) where there is a lack of services. Any property – whether clinical, administrative or residential – will be readily accessible by public transportation with nearby access to

amenities, including groceries and food, retail and potential employment options for clients in residential properties.

Investment criteria are designed to ensure that all acquisitions align with Metrocare's mission, strategic goals and financial objectives. This framework guides our property selection process, focusing primarily on alignment with the mission-specific demand for the property and secondarily coupled to the portfolio's diversification strategy, potential for appreciation, and ongoing income generation.

IDENTIFYING POTENTIAL PROPERTIES

To effectively identify promising properties, Metrocare shall employ a multifaceted approach that combines traditional and innovative methods. This strategy will identify the broadest array of available options within the tight Dallas market. Listed and off-market properties will be evaluated whenever possible, aspiring that no favorable option that aligns with our objectives passes by without evaluation.

All the following means may be used to find viable properties.

- Real estate consultants using the Multiple Listing Service (MLS) offer comprehensive access to traditionally marketed, residential and commercial properties.
- Real estate auctions provide opportunities to acquire foreclosed and impounded properties at below-market rates.
- Governmental and non-profit entities, including the shared City of Dallas / Dallas County Land Bank, offer opportunities to acquire land and/or finished buildings.
- Metrocare's network of consultants and friends can locate properties not yet listed for sale, potentially allowing for early offers and better negotiation terms without the competition of the robust Dallas market.

EVALUATION AND DUE DILIGENCE

Once a potential property is identified, Metrocare will conduct a thorough evaluation to assess its value and potential return. This process involves analyzing comparable market sales, current and projected income streams, and the property's physical and legal status. Our goal is to ensure that every acquisition meets strict financial criteria and has strong potential for value enhancement.

The due diligence phase is critical to identifying any issues that could affect the property's value or our ability to achieve projected returns. It will include the following in all cases and other specific, unique assessments as required.

1. Property inspections: structural, mechanical, electrical, survey
2. Legal checks: title, zoning compliance, easements
3. Financial analysis: cash flow projections, expense verification
4. Environmental assessments and flood zone status
5. Market analysis: validation of rental rates and occupancy levels

IMPROVEMENTS AND RENOVATION

All Metrocare properties will be safe and secure per agency procedures and risk management requirements. Any situation that presents an imminent threat to health and safety will be addressed immediately. Upgrades and value-add improvements will enhance property appeal, functionality, and efficiency. This may include modernizing facilities, improving energy efficiency, and adding amenities that increase the property's usability, marketability and rental rates.

FINANCING STRATEGY

Securing the best available financing is essential to the success of each acquisition. In some cases, "cash purchase" may be the ideal means to acquire property. If not, Metrocare will explore the full array of available financing options, selecting for recommendation to the Board those that best match the specifics of each situation alongside the operational and investment goals.

The Permanent Supported Housing (Which will be considered inclusive of all programs that support long-term client housing.) residential unit will be financially self-sufficient. This will include depreciation, "fully loaded" central overhead costs and any other expenses incurred. HUD and other housing support revenue, along with tenant lease payments from residents who are not Metrocare clients, will be relied upon for ongoing debt coverage along with sufficient margin to help support the growth of Metrocare's housing initiatives. Each property, whether custom built or purchased, will also be expected to return all up-front costs provided by Metrocare in preparing the residences for occupancy.

Metrocare's Community Housing Development Corporation (CHDO) relationship through Lifenet Community Behavioral Health (LCBH) generates annual revenue that is generally in the range of \$125,000 to \$250,000. On occasion, the sale or refinance of a property by Churchill Properties nets Metrocare a much larger payment of \$1-2 million. These dollars are available to Metrocare to use as the Agency prioritizes, however current management's intent is to commit all of the funds to support the Housing Program each year. The highest and best use of the money will be determined once the amount is given annually.

Metrocare has recently hired an executive within the Housing Program to search and explore all feasible options that might be available for housing support and expansion. The Federal Home Loan Bank, HUD, HHSC, NTBHA, City of Dallas, Dallas County and any number of other funders will offer singular or renewing grant programs and Metrocare intends to maximize the revenue received from said programs.

PROPERTY MANAGEMENT

Metrocare's existing strategy for property management relies on third party contractors with a focus on maximizing operational efficiency, tenant satisfaction, and property value. This includes implementing cost-effective property maintenance and proactive tenant engagement practices while leveraging technology for management operations to ensure high occupancy rates and optimal revenue generation. While there is no internal property management program at present, one is planned when the volume of owned property merits. This is anticipated to be at the 200-250 unit threshold.



Metrocare is the largest provider of mental health, developmental disability and Permanent Supported Housing services in Dallas County serving over 51,000 children, teens and adults annually. For nearly 60 years, Metrocare has provided a broad array of services that include mental health care, primary care, services for veterans and their loved ones, accessible pharmacies, homeless outreach, and supportive social services and much more. Metrocare provides specialty mental health services to over 10,000 children and teens and has numerous programs for babies, children and adults with disabilities, including Early Childhood Intervention (ECI), Flourishing Families, Nurturing Parenting, Supported Employment and two specialty autism clinics in Dallas and DeSoto.

In conjunction with this vast array of clinical care, Metrocare’s Altshuler Center for Education and Research (ACER) is transforming the community mental health landscape of North Texas through workforce development focused on innovative partnerships and exceptional trauma-informed training. In 2024, over 500 field-based trainees rotated through Metrocare in dozens of specialties.

Metrocare embraces the person-centered philosophy to focus care on the needs of each individual. We take care to ensure that people’s preferences, needs and values guide every clinical decision while providing care that is respectful of and responsive to those we serve. We see ourselves as partners in healing and reintegration with our clients and their support network. Every one of our clients deserves to surpass their dreams.

Find yourself here.

Appendix A: Space Utilization Summary

Overview

This report provides a comprehensive overview of space utilization across **Metrocare** locations. It details the number of offices, exam rooms, shared spaces, and other room types for each location, as well as the programs housed within each building.

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Key Findings

- **Office Space:** There is a significant variation in office space allocation across locations. Some sites, like 1330 Riverbend, have a large number of offices and cubicles.
- **Program Concentration:** Certain programs, such as Mental Health and Business Support, are present in multiple locations, often occupying a substantial amount of space.
- **Shared Spaces:** Shared spaces, including breakrooms, conference rooms, and storage areas, are common across all locations but vary in number and size.
- **Space Availability:** Some locations have unoccupied offices or underutilized spaces, such as 9696 Skillman new buildings, 8 available in Samuel Location, and 1 in Suite 200 1330 Riverbend

Recommendations for consideration

To optimize space utilization and potentially reduce costs, the following actions are recommended:

- **Regularly Conduct Space Needs Assessments:** Evaluate the current and future space requirements for each program to identify potential over or underutilization.
- **Consolidate Programs:** Consider consolidating programs with similar functions to reduce the overall space needed.
- **Implement Hot Desking or Flex Space:** For locations with high office vacancy rates, explore alternative seating arrangements to maximize space efficiency.
- **Optimize Shared Spaces:** Analyze the usage of shared spaces to determine if they are adequately sized and located.
- **Regular Space Audits:** Conduct periodic space audits to track changes in occupancy and identify areas for improvement.

UTILIZATION REPORT

GRAND PRAIRIE:

Total # of Offices - 42

Exam Rooms - 9

Programs in the building - Mental Health, Business Support, Medical Records,

MH - 12 Offices, 2 Bull Pens, 1 Shared Space

BS - 1 Office, 2 Shared Spaces, 1 Storage

Pharmacy - 1 Office, 1 Storage

Janitor - 2 Storage Spaces

IDF - 1 Office

Fire Riser Room - 2 Offices

Utility Closet - 1

Breakroom - 1

Soothing Room - 1

DESOTO:

Total # of Offices - 16

Exam Rooms - 7

Programs in the Building - CCAM, ECI

CCAM - 5 Offices, 7 Exam Rooms, 1 Storage

ECI - 1 Share Space

Janitor - 1 Closet

IDF - 1 Closet

Breakroom - 1 Office

WESTMORELAND:

Total # of Offices - 52

Programs in the Building - Mental Health, ACT, Medical Records, Pharmacy, After Hours, Primary Care

MH - 18 Offices, 1 Shared Space

ACT - 8 Offices, 2 Group Rooms, 1 Shared Space, 1 Storage

MR - 1 Office

Pharmacy - 1 Office, 1 Storage Space

After Hours - 3 Offices

Primary Care - 4 Offices, 2 Storage Spaces

Janitor - 1 Office

IDF - 1 Office

Facilities - 1 Office

Breakroom - 1 Office

SNOP:

Total # of Offices - 34

Programs in the Building - FACT, OCR, TCOOMMI, COC, ICM, Jail Diversion, Mental Health, Parole, Business Support

FACT - 2 Offices shared with OCR

TCOOMMI - 3 Offices, 1 Shared Space

MH - 10 Offices, 1 Shared Space

BS - 1 Office, 2 Shared Spaces, 1 Storage

Parole - 4 Offices, 1 Shared Space, 1 Storage

IDF - 1 Closet

Utility - 1 Closet

Group Room - 1

Breakroom - 1

Janitor - 1 Closet

LANCASTER-KEIST:

Total # of Offices - 56

Programs in the Building – Mental Health, Business Support, Pharmacy, Medical Records, Primary Care, Crisis, SUD/MAT, IOP, Care Coordination, CPL

MH - 26 Offices, 1 Shared Space
CC - 1 Office
CPL - 1 Office
BS - 1 Office, 2 Shared Spaces, 1 Storage
MR - 1 Office
PC - 2 Offices
Crisis - 4 Offices
Ph - 1 Office, 1 Storage
IOP - 1 Office, 1 Shared Space
SUD/MAT - 3 Offices, 1 Shared Space, 1 Storage
Breakroom - 2
IDF - 1 Closet
Biohazard - 1 Office
Janitor - 1 Office

COHEN:

Total # of Offices - 44

Programs in the Building - Mental Health, Business Support

MH - 26 Offices, 1 Shared Space, 2 Storage
BS - 2 Offices, 1 Shared Space
Conference Rooms - 2
Family Room - 1
Breakroom - 1
Soothing Room - 1
IDF - 1
Utility – 1
Janitor - 1
Unoccupied - 2 Offices (108, 144)

SYLVAN 150:

Total # of Offices - 13

Programs in the Space - ECI

ECI - 7 Offices, 2 Storage, 2 Shared Space
Breakroom - 1
IDF - 1

SYLVAN 200:

Total # of Offices - 48

Programs in the Building - IDD, Mental Health, Business Support, WRAP, TCOOMMI, ECI, Intact, Medical Records

Intact - 2 Offices
BS - 4 Offices, 1 Shared Space
IDD - 6 Offices, 1 Storage
TCOOMMI - 1 Office
WRAP - 2 Offices
ECI - 1 Office, 1 Shared Space
MH - 15 Offices, 1 Shared Space
MR - 1 Office
Breakroom – 1
IDF Closet - 1
Janitor - 1
Conference Rooms - 2

SKILLMAN:

Total # of Offices - 42

Programs in the Building - Mental Health, Business Support, Pharmacy, Medical Records, Housing, IOP

- MH - 16 Offices, 2 Shared Spaces
- BS - 2 Offices, 2 Shared Spaces
- Pharmacy - 1 Office
- Medical Records - 2 Offices
- Housing - 2 Offices, 2 Shared Spaces
- IOP - 4 Offices, 1 Shared Space, 1 Storage
- IDF - 1
- Utility - 1
- Breakroom – 1
- Janitor - 1 Shared Space

SAMUELL ADULT A:

Total # of Offices - 27

Programs in the Building - IOP, ACT, Care Coordination, Pharmacy

- IOP - 5 Offices
- ACT - 7 Offices
- Care Coordination - 9 Offices
- Pharmacy - 1 Office
- IDF - 1 Office
- Utility - 1
- Janitor - 1
- Breakroom - 1

SAMUELL ADULT B:

Total # of Offices - 43

Programs in the Building - EPEP, Mental Health, Business Support

- MH - 26 Offices, 2 storage closets
- BS - 1 Office, 1 Shared Space
- EPEP - 4 Offices, 1 Shared Space
- Janitor - 1 Office
- IDF - 1 Offices
- Utility - 1
- Biohazard - 1
- Group Rooms - 2
- Breakroom – 1 (252)
- BS Storage - 1

SAMUELL C & A:

Total # of Offices - 25

Programs in the Building - Mental Health, Business Support, SUD, ITCT, Medical Records

- MH – 6
- SUD - 1
- Medical Record 1
- ITCT 1
- Business Support 4
- Utility - 2
- Soothing Rooms - 1
- Breakroom – 2 (113, 228)

1330 RIVER BEND:

Total # of Offices - 62

Programs in the Building – CCAM, HR, IT, Medical Records, LIDDA, Medical Records, BTS, BTC, BAM, CIS, Facilities

Suite 100- CCAM

- Break Room 1 -109
- 1 Changing Room 110
- 3 Offices
- 7 Playroom

Suite 200- HR, IT, LIDDA, Medical Records

- 3 Offices
- 3 Shared Space
- 3 Conference Room (100,109,110)
- Breakroom - 1
- 1 Storage (101)

Suite 300- LIDDA – 34 offices, 55 Cubicles

- 3 Conference room
- 1 Supply Room
- 117, 118 Electrical room
- 118 Printing
- 130 LA Business Support
- 152 Break Room

Suite 400- LIDDA 7 Offices, 20 Cubicles

- 208 Break Room
- 209 Conference Room

Suite 800- Medical Records 5 Offices

- 2 Storage rooms
- 1 Supply room

Suite 850- BTS, BTC, BAM, CIS

Suite 820- Facilities 7 Offices

- 1 Break Room
- 107 IT Room
- 109 Storage

- 111 Janitor Storage
- 1 Key Storage

1345 RIVER BEND:

Total # of Offices – 57 (50 Offices, 7 Shared Space) Page | 19

Programs in the Building – Administrative Building / C-Suite

- C- Suite –** 32 Offices 3 Shared space
- Conference Rooms – 1 (237)
- Breakroom – 1 (229)
- IDF Closet – 1 (230)
- Janitor – 1(234)
- 1 Storage rooms (235)

Administrative – 18 Offices 4 shared space

- Conference Rooms – 2 (275, 256)
- Breakroom – 1 (242)
- IDF Closet – 1 (243)
- Janitor – 1 (255)
- 5 Storage rooms (247, 248, 252, 255)

9696 SKILLMAN:

ALL ROOMS AVAILABLE AS OF 9/1/2024

Total # of Offices – 70

1ST FLOOR -25

9 Offices

SUITE 1- 8 Offices, 1 IDF

SUITE 2- 5 Office, 1 Conference Room

3 Offices -Occupied

2ND FLOOR - 19

16 Offices

1 Conference room

SUITE 1- 3 Offices, 1 IDF

3RD FLOOR – 25 (1 occupant)

4 Offices

SUITE 1- 1 Lobby Space, Still Occupied

SUITE 2- 14 Offices, 1 Conference Room 1 Breakroom

Suite 3- 1 Lobby,1 Shared Space, 1 Breakroom

Suite 4- 6 Offices

APPENDIX B: BOWSER MULTI-YEAR PRO FORMA

Line Item	1:1	Expiration	Existing Monthly	Estimate	2024	2025	2026	2027	2028	2029	2030	2031	2032
Total Base Rent													
EW02-01	A-10	10/1/2020	\$	1,289	\$	15,474	\$	15,474	\$	15,474	\$	15,474	\$
EW02-02	A-10	10/1/2020	\$	1,289	\$	15,474	\$	15,474	\$	15,474	\$	15,474	\$
EW02-03	A-10	10/1/2020	\$	1,289	\$	15,474	\$	15,474	\$	15,474	\$	15,474	\$
EW02-04	A-10	10/1/2020	\$	1,289	\$	15,474	\$	15,474	\$	15,474	\$	15,474	\$
EW02-05	A-10	10/1/2020	\$	1,289	\$	15,474	\$	15,474	\$	15,474	\$	15,474	\$
EW02-201	A-10	10/1/2020	\$	1,289	\$	15,474	\$	15,474	\$	15,474	\$	15,474	\$
EW02-202	A-10	10/1/2020	\$	1,289	\$	15,474	\$	15,474	\$	15,474	\$	15,474	\$
EW02-203	A-10	10/1/2020	\$	1,289	\$	15,474	\$	15,474	\$	15,474	\$	15,474	\$
EW02-204	A-10	10/1/2020	\$	1,289	\$	15,474	\$	15,474	\$	15,474	\$	15,474	\$
EW02-205	A-10	10/1/2020	\$	1,289	\$	15,474	\$	15,474	\$	15,474	\$	15,474	\$
Total Base Rent				12,890		154,740		154,740		154,740		154,740	
Base Rent Ppf				2.45		2.92		2.80		2.68		2.79	
Avg Monthly Rent				311,751		327,103		330,736		340,858		350,978	
Other Income													
Risk Fee/Leasing Fee				3.00%		6.181		6.386		6.557		6.754	
Total Other Rental Income				48,000		40,440		50,023		50,451		54,024	
Total Gross Income				48,000		40,440		50,023		50,451		54,024	
Total Other Income				48,000		40,440		50,023		50,451		54,024	
Total Gross Income				48,000		40,440		50,023		50,451		54,024	
Expenses													
Vacancy				5.00%		(17,088)		(18,527)		(19,083)		(20,246)	
Effective Gross Income						341,763		352,078		352,578		379,454	
Admin Costs				3.00%		2,984		2,984		2,984		2,984	
Legal & Professional				3.00%		-		-		-		-	
Maintenance and Leasing				3.00%		118		118		118		118	
Garages and Payroll				3.00%		2,100		2,100		2,100		2,100	
Contract Services				3.00%		5,700		5,700		5,700		5,700	
Maintenance Related				3.00%		18,280		18,280		18,280		18,280	
Turnover Costs				3.00%		4,810		4,810		4,810		4,810	
Grounds				3.00%		3,207		3,207		3,207		3,207	
Utilities				3.00%		48		48		48		48	
Cable Television				3.00%		7,578		7,578		7,578		7,578	
Electric - Bldg				3.00%		1,206		1,206		1,206		1,206	
Electric - CAM				3.00%		4,622		4,622		4,622		4,622	
Natural Gas - Bldg				3.00%		3,696		3,696		3,696		3,696	
Natural Gas - CAM				3.00%		-		-		-		-	
Natural Gas - Vacant				3.00%		-		-		-		-	
Trash				3.00%		3,227		3,227		3,227		3,227	
Utility Bonds				3.00%		-		-		-		-	
Utility Meter Reading				3.00%		6,851		6,851		6,851		6,851	
Water & Sewer				3.00%		-		-		-		-	
Insurance				3.00%		-		-		-		-	
Real Estate Taxes as a % of Purchase Price				5.00%		-		-		-		-	
Management Fees				5.00%		17,088		17,601		18,120		18,679	
Total Operating Expenses						70,231		70,744		80,272		80,876	
Expense to Income Ratio				28%		282,532		272,272		282,305		303,281	
Net Operating Income						282,532		272,272		282,305		303,281	
Debt Service				0.00%		-		-		-		-	
Asset Management Fee (as a % of Purchase Price)				100.00%		5,000		5,000		5,000		5,000	
Carroll Expenses				250.00		-		-		-		-	
Reserves						-		-		-		-	
Net Income						(5,196)		4,604		14,696		24,070	
Equity Placement						788,750		788,750		788,750		788,750	
Cash-On-Cash						-0.84%		0.88%		1.85%		3.15%	
Debt Yield						11.65%		12.81%		14.28%		16.05%	
DCR						1.00		1.04		1.07		1.11	

APPENDIX B: BOWSER & RAWLINS MULTI-YEAR SUMMARY

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Bowser									
Income	\$341,763	\$352,016	\$362,576	\$373,454	\$384,657	\$396,197	\$408,083	\$420,325	\$432,935
Expense*	\$346,899	\$347,412	\$347,940	\$348,484	\$349,044	\$349,621	\$350,215	\$350,827	\$351,458
Net	-\$5,136	\$4,604	\$14,636	\$24,970	\$35,613	\$46,576	\$57,868	\$69,498	\$81,477
Rawlins									
Income	\$804,017	\$828,137	\$852,981	\$878,571	\$904,928	\$932,076	\$960,038	\$988,839	\$1,018,504
Expense*	\$506,856	\$511,742	\$516,776	\$521,961	\$527,301	\$532,802	\$538,467	\$544,303	\$550,313
Net	\$297,161	\$316,395	\$336,205	\$356,610	\$377,627	\$399,274	\$421,571	\$444,536	\$468,191
Total	\$292,025	\$320,999	\$350,841	\$381,580	\$413,240	\$445,850	\$479,439	\$514,034	\$549,668

*Expense includes debt service

Finance Report
August 2024 (unaudited)



BOARD COMMUNICATION

AGENDA ITEM Management Discussion & Analysis (MDA)	BOARD MEETING DATE September 26, 2024
PREPARED BY Lucas Wilson, Chief Financial Officer	DATE PREPARED September 17, 2024

Management Discussion & Analysis (MDA) for the period ended August 31, 2024

Please see the Statement of Activities, the Statement of Net Position the Full Year Forecast, Long Term Debt Statement & Investment Statement on the following pages for the Month of January (MTD) which is Year to Date (YTD) financial performance.

**** Please remember that these are interim financials that will most certainly have post closing entries made as Metrocare completes the FY24 audit process.**

Statement of Activities:

Revenues:

- Operating revenues in the month of August were \$1.07 million higher than budget due to Directed Payment Program, NTBHA & Grant revenues being higher by \$221 thousand, \$119 thousand & \$1.06 million respectively.
- Operating revenues year to date through August were \$8.5 million higher than budget due to Charity Care Revenue, Directed Payment Program Revenues & Fee For Service Revenues being higher than expected by \$2.05 million, \$6.1 million & \$1.11 million respectively.
- Compared to 2023, operating revenues through the month of August were \$4.6 million higher in 2024 primarily due to increases in Directed Payment Program Revenues & Fee For Service Revenues increasing by \$2.6 million & \$6.2 million respectively. Pharmacy Revenues & Contributions have decreased by \$2.50 million & \$3.08 million respectively. Pharmacy Revenues are down due to a change in the method claims are paid. Historically, the claims included an inflated figure that was then taken back at the end of the year. Now, the claims are no longer inflated. The "net down" of the inflated figure occurred in alignment with the calendar year 2024 rather than the fiscal year. FY2025 will be the first full operating fiscal year on the new payment method.

Expenses:

- Operating expenses in the month of August were \$482 thousand lower than budget primarily due to Contracted Services & Other expenses being lower than budget by \$851 thousand & \$417 thousand respectively. Benefits & Salary expenses were higher than budget by \$749 thousand & \$147 thousand. Benefits expenses were increased due to reclassifying employee pharmacy costs to the benefits line & greater participation in the Metrocare retirement plan ultimately increasing the employer match.
- Operating expenses year to date through August were \$9.6 million higher than budget primarily due to Salary & Benefits expenses being higher than budget by \$4.1 million & \$4.5 million respectively. This is due to a higher count of employees & participation by staff in the retirement plan along with an allocation of pharmacy costs for scripts filled by employees and their dependents as a Benefits expense & overall claims running higher than expected. Management held our renewal meeting with Gallagher (Metrocare's Broker) in early August to review projections for the upcoming plan year. Recommendations were made to management that have been approved that project to reduce overall claims costs. Management has also worked closely with ISC (Metrocare's retirement fiduciary manager) to discuss participation trends & budget more adequately for FY25.
- Pharmacy Costs YTD are \$2.5 million lower than budget due to making a journal entry to record Pharmacy costs for scripts filled by employees and their dependents as a Benefits expense. There are no associated or expected revenues to come in with filling employee & their dependents scripts, however, by allocating this expense to the Benefits category it becomes an eligible cost to be claimed on the Charity Care cost report each year.

Net Position:

- Metrocare's net position in August was more favorable than budget by \$1.5 million & the net position is less favorable than budget for FY24 by \$1.09 million.
- As indicated at the top of this report, additional post closing audit entries may result in an increase to the Net Position.

Statement of Net Position:

- At the end of August, Metrocare's Cash Assets were \$12.83 million which equates to 34.09 Days Cash on Hand (DCOH). The annual target for DCOH is >50 days.
- Net Receivables owed to Metrocare from Fee for Service Payors & Pharmacy Claims is \$15.28 million.
- Receivables From Other Governments owed to Metrocare is \$44.71 million made up of Directed Payment Program & Expected Revenues from Dallas County and Parkland for Hillside related expenses.

Long Term Debt Statement:

- Total outstanding long term is \$61.56 million. To date, a total of \$14.86 million of principal payments have been made. The breakdown of each long-term debt facility is included in the subsequent report.
- Through the end of August, \$36.27 million has been drawn from the Parkland Health loan for the Hillside Project.

Investment Statement:

- Metrocare's opened 5 different investment accounts with Texas Capital Bank made up of US Treasury Bill facilities in a laddered investment strategy to maximize returns. The current state of the market favors short term fixed investments so none of the treasury bills are greater than a 12-month commitment. The breakdown of each investment is included in the subsequent report.
- Since placing these investments in Q1 of FY24, Metrocare has recognized a gain of \$251 thousand of interest income.

FY24 KEY PERFORMANCE INDICATORS

- KPI 13: To sustain Metrocare's strong financial position, the Center will attain, at minimum, a 94% net collection rate for base claims.
 - Goal: 94.00% (Maintain goal from FY23)
 - Baseline: 94.00% (through August 2024)
 - Measurement Tool: RCM Report
 - **Pillar: Thriving Agency**
 - Aligned Objective: Exceeding Financial Goals
- KPI 14: To sustain Metrocare's strong financial position, the Center will ensure 60-day past due claims are equal to or less than 25% of the total A/R.
 - Goal: 25% (New Goal for FY24)
 - Baseline: 34% (as of August 2024)
 - Measurement Tool: Financial Reporting
 - **Pillar: Thriving Agency**
 - Aligned Objective: Exceeding Financial Goals

Respectfully submitted,

Lucas Wilson
Chief Financial Officer

148714



**Monthly Financial
Report August 2024
(unaudited)**

**Metrocare Services
Statement of Activities**

Year over Year Comparison

	Monthly Budget	<u>Aug-24</u>	<u>Aug-23</u>	YTD Budget	<u>Fiscal 24</u>	<u>Fiscal 23</u>
Operating Revenues						
Fee for Services	3,141,546	3,087,674	5,263,852	37,249,828	38,361,012	35,742,907
DPP	1,180,359	1,402,233	5,000,778	14,164,306	20,324,072	14,121,763
Charity Care	-	-	23,379,209	23,000,000	25,049,988	24,905,800
Pharmacy	2,606,012	2,431,881	2,911,344	31,272,148	28,766,570	31,767,808
NTBHA	1,361,707	1,481,211	1,380,118	16,412,476	17,251,902	16,514,257
Grants	2,172,817	3,236,645	3,006,105	28,016,664	29,880,161	28,940,562
Contributions	108,333	7,356	(47,655)	1,400,000	392,499	3,419,528
Total operating revenue	10,570,775	11,647,000	40,893,751	151,515,422	160,026,204	155,412,625
Operating Expenses						
Salary	6,625,515	6,772,606	8,620,340	71,200,229	75,335,126	70,721,378
Fringe Benefits	856,372	1,605,936	2,523,333	16,962,291	21,534,803	18,045,486
Pharmaceutical costs	2,254,454	2,152,608	3,078,433	27,053,448	24,500,006	27,921,479
Contracted Services	1,141,591	290,051	(1,208,296)	13,823,977	13,302,216	13,191,361
Depreciation	322,533	314,207	2,223,243	3,870,390	4,721,033	5,953,962
Other expenses	945,226	527,749	1,228,679	11,726,919	14,846,982	12,269,510
Total operating expenses	12,145,691	11,663,157	16,465,733	144,637,254	154,240,166	148,103,175
Sub-total Operations	(1,574,916)	(16,157)	24,428,018	6,878,168	5,786,038	7,309,450
Nonoperating Revenues (Expenses)						
Other financing sources	688,421	4,984,276	(368,349)	8,381,797	3,695,418	7,052,885
Capital Campaign	1,000,000	1,078	184,842	5,000,000	2,342,555	2,374,700
Interest expenses	(60,750)	(202,049)	(1,059,382)	(729,000)	(2,083,487)	(2,911,457)
Total nonoperating rev (exp)	1,627,671	4,783,306	(1,242,889)	12,652,797	3,954,486	6,516,128
Change in net assets	52,755	4,767,149	23,185,129	19,530,965	9,740,524	13,825,578
Contribution Margin less Capital Campaign	-9.0%	40.9%	56.2%	9.6%	4.6%	7.4%
Contribution Margin	0.5%	40.9%	56.7%	12.9%	6.1%	8.9%
EBITDA	314,538	4,879,307	24,348,990	22,672,355	12,378,070	16,868,083
EBITDA/Revenue	3.0%	41.9%	59.5%	15.0%	7.7%	10.9%

Metrocare Services Forecast Statement

	12 Month YTD	12 Month Budget	Prior 12 Months
Operating Revenues			
Fee for Services	38,361,012	37,249,828	35,742,907
DPP	20,324,072	14,164,306	14,121,763
Charity Care	25,049,988	23,000,000	24,905,800
Pharmacy	28,766,570	31,272,148	31,767,808
NTBHA	17,251,902	16,412,476	16,514,257
Grants	29,880,161	28,016,664	28,269,552
Contributions	392,499	1,400,000	1,120,215
Total operating revenue	160,026,204	151,515,422	152,442,302
Operating Expenses			
Salary	75,335,126	77,976,479	70,721,378
Fringe Benefits	21,534,803	10,186,041	17,356,134
Pharmaceutical costs	24,500,006	27,053,448	28,623,097
Contracted Services	13,302,216	13,823,977	14,041,147
Depreciation	4,721,033	3,870,390	5,953,962
Other expenses	14,846,982	11,722,919	11,879,338
Total operating expenses	154,240,166	144,633,254	148,575,056
Subtotal-Operations	5,786,038	6,882,167	3,867,246
Nonoperating Revenues (Expenses)			
Nonoperating Revenues (Expenses)	3,954,486	12,652,797	9,947,726
Total nonoperating rev (exp)	3,954,486	12,652,797	9,947,726
Change in net position	9,740,524	19,534,964	13,814,972

Metrocare Services
Statement of Net Position
8/31/2024

	Government-wide Total	Government-wide Prior Year-End	Change From Prior Year
Assets			
Cash and Investments	7,817,947	3,901,880	3,916,067
Restricted Cash	5,009,230	20,860,608	(15,851,378)
Net Receivables	15,280,468	8,343,674	6,936,794
Receivables from other governments	44,708,225	41,659,194	3,049,031
Inventories	1,181,069	792,055	389,014
Prepaid items	870,035	858,187	11,848
Restricted Investments	156,128	156,128	-
Nondepreciable assets	43,809,684	9,773,012	34,036,672
Depreciable assets	35,710,177	30,416,810	5,293,367
Deferred outflows of resources	158,976	158,976	-
Total Assets	154,701,940	116,920,526	37,781,414
Liabilities			
Accounts payable	4,237,115	4,402,884	(165,769)
Accrued payroll, taxes, and benefits	3,909,458	3,132,832	776,626
Other current liabilities	1,488,747	1,154,635	334,112
Unearned revenues	1,976,793	1,887,503	89,290
Accrued compensated absences	4,472,134	4,472,134	-
Accrued workers compensation	36,084	266,701	(230,617)
Short Term Loans Payable	-	5,750,705	(5,750,705)
Long Term Loans Payable	61,557,923	25,289,872	36,268,051
Capital Leases Payable	9,075,546	12,355,644	(3,280,098)
Deferred inflows of resources	401,883	401,883	-
Total Liabilities	87,155,683	59,114,793	28,040,890
Net Position			
Invested in capital assets, net of related debt	17,961,938	9,149,245	8,812,693
Restricted for debt services	156,128	156,128	-
Restricted	5,009,230	20,860,608	(15,851,378)
Unrestricted	44,418,961	27,639,751	16,779,209
Total net position	67,546,257	57,805,733	9,740,524

Dallas Metrocare Services Debt Statement									
			Interest Rate	Maturity Date	Payment Frequency	31-Aug-23	Principal	Principal Payments	31-Aug-24
UMB Bank	Working Capital Loan	Operations related(1)	9.50%	3/31/2025	Annually	5,390,701	9,107,662	14,498,363	0
LISC	Loan Payable-Rawlins	Capital Related (1)	4.50%	7/17/2038	Monthly	6,125,000	-	-	6,125,000
Texas Security Bank	Loan Payable-Grand Prairie	Capital Related (2)	3.95%	10/23/2030	Quarterly	2,950,000	-	200,000	2,750,000
UMB Bank	Mortgage Loan-Bowser	Capital Related (3)	5.60%	8/1/2027	Monthly	2,432,000	-	127,999	2,304,001
UMB Bank	UMB Bowser Construction Loan	Capital Related (4)	5.60%	7/3/2027	Monthly	637,113	-	32,005	605,108
Texas Capital Bank	Bond Anticipation Note	Capital Related (6)	4.63%	4/1/2030	Monthly/05/01/2026	13,500,000	-	-	13,500,000
Parkland Health	Hillside Project					-	36,273,814	-	36,273,814
						<u>25,644,113</u>	<u>36,273,814</u>	<u>14,858,367</u>	<u>61,557,923</u>

INVESTMENT STATEMENT AUGUST 2024

Account	Description	Investment Date	Maturity Date	Amount Invested	Current Price	APY	Gain/(Loss)
Board Reserve Account #3344	US TREASURY BILLS OID 01/23/2025 DUE 01/23/2025	10/27/2023	1/23/2025	849,279.76	866,868.16	5.40%	17,588.40
Board Reserve Account #3344	US TREASURY BILLS OID 07/11/2024 DUE 07/11/2024	7/23/2024	7/11/2024	832,875.60	865,506.60	5.40%	32,631.00
Board Reserve Account #3344	US TREASURY BILLS OID 10/31/2024 DUE 10/31/2024	10/27/2023	10/31/2024	842,754.50	839,446.00	4.35%	(3,308.50)
Board Reserve Account #3344	CASH & CASH ALTERNATIVES	-	-	-	32,839.08	-	-
				2,524,909.86	2,604,659.84	-	46,910.90

Account	Description	Investment Date	Maturity Date	Amount Invested	Current Price	APY	Gain/(Loss)
Housing Account #K995	US TREASURY BILLS OID 07/05/2024 DUE 07/05/2024	7/9/2024	9/3/2025	743,865.67	768,159.19	4.35%	24,293.52
Housing Account #K995	US TREASURY BILLS OID 08/08/2024 DUE 08/08/2024	2/28/2024	8/8/2024	742,462.50	750,000.00	4.35%	7,537.50
Housing Account #K995	CASH & CASH ALTERNATIVES	-	-	-	-	-	-
				1,486,328.17	1,518,159.19	-	31,831.02

Account	Description	Investment Date	Maturity Date	Amount Invested	Current Price	APY	Gain/(Loss)
Internal Reserve Account #M060	US TREASURY BILLS OID 08/08/2024	4/2/2024	8/8/2024	-	112,885.87	5.28%	112,885.87
Internal Reserve Account #M061	CASH & CASH ALTERNATIVES	-	-	-	1,486.25	-	-
				-	114,372.12	-	112,885.87

Altshuler Center for Education	Communities Foundation of Texas	6/1/2015		100,000.00	159,563.97	5.55%	59,563.97
				4,111,238.03	4,396,755.12	-	251,191.76

**Resolution Delineating the Board's Awareness and
Approval of the Chief Executive Officer's
Execution of an \$20MM Metrocare Advance Term
Loan with Texas Capital Bank**

STATE OF TEXAS §

COUNTY OF DALLAS §

BOARD OF TRUSTEES RESOLUTION

WHEREAS, the Board of Trustees of Dallas County Mental Health and Mental Retardation Center doing business as Dallas Metrocare Services and Metrocare Services (“Metrocare Services”) previously resolved to authorize Chief Executive Officer John W. Burruss, M.D., on behalf of Metrocare Services, to negotiate, execute and sign certain collateralized Advancing Term Loan (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and between Metrocare Services and Texas Capital Bank (“Lender”), to obtain a loan in the total amount of \$20,000,000 on terms and conditions that he deemed advisable. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Loan Agreement.

WHEREAS, the term sheet outlines the following (a) \$20,000,000 Advancing Term Loan, (b) purpose to provide liquidity for working capital, (c) the advancing period shall commence from the effective date of the loan through the initial 12-months, (d) the facility will be structured in parity with Metrocare Services existing debt with Lender, (e) tenor of 2 years from closing date, (f) 1-year advance period followed by a paydown scheduled to be agreed upon between Metrocare Services and Lender which will be based upon expected reimbursements and payments from governmental sources for having provided charity and health related services, (g) SOFR + 1.75% and will include an unused commitment fee of 0.15% due quarterly in arrears.

NOW, THEREFORE, BE IT RESOLVED that, having been motioned and seconded at its regular meeting on _____, 2024, the Board of Trustees, by and through the signature of its Chairman, Kenneth R. Bernstein, hereby consents and approves the Transactions, and further ratifies, confirms and approves of the Loan Documents as such may be modified or entered into in connection with the foregoing. Such actions are approved as the acts and deeds of Metrocare Services.

Executed this _____ day of _____, 2024.

Kenneth R. Bernstein, Chairman
Board of Trustees
Metrocare Services

CERTIFICATE FOR ORDER

STATE OF TEXAS §

COUNTY OF DALLAS §

We, the undersigned officers of Dallas County Mental Health Mental Retardation Center doing business as Dallas Metrocare Services and Metrocare Services (“Metrocare Services”) (the “Issuer”), hereby certify as follows:

1. The Board of Trustees of said Issuer convened in regular meeting on September 26, 2024, and the roll was called of the duly constituted officers and members of said Board of Trustees, to-wit:

Kenneth R. Bernstein	Chair
Anthony Farmer	Vice Chair
Dave Hogan	Secretary
Noel O. Santini, M.D.	Member
Stacy G. Cantù	Member
Jaime Walkowiak	Member
Vickie Rice	Member
Yueh Sam Yang, Ph.D.	Member
Sonnia R. Ortega	Member

and all said persons were present, except the following absentees: _____
_____ thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

**ORDER AUTHORIZING THE ISSUANCE OF \$20,000,000 DALLAS COUNTY MENTAL
HEALTH MENTAL RETARDATION CENTER
REVENUE ANTICIPATION NOTES, SERIES 2024**

was duly introduced for the consideration of said Board of Trustees and read in full. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

AYES: _

NOES: _

ABSTAIN: _

2. That a true, full and correct copy of the aforesaid Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Board of Trustee's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board of Trustee's minutes of said Meeting pertaining to the passage of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board of Trustees as indicated therein; that said Meeting was open to the public, and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED the 26th day of September 2024.

Secretary

Chair

**ORDER AUTHORIZING THE ISSUANCE OF \$20,000,000 DALLAS COUNTY
MENTAL HEALTH MENTAL RETARDATION CENTER
REVENUE ANTICIPATION NOTES, SERIES 2024**

STATE OF TEXAS §

COUNTY OF DALLAS §

WHEREAS, Dallas County Mental Health and Mental Retardation Center doing business as Dallas Metrocare Services, and Metrocare Services (“Metrocare Services”) (the “Issuer”) is a mental health/mental retardation “community center” established initially pursuant to Chapter 534 of the Texas Health and Safety Code (the “Act”); and

WHEREAS, Section 534.022(f) of the Act authorizes the Board of Trustees of the Issuer to issue an anticipation note in the same manner, using the same procedure and with the same rights under which an eligible school district may authorize such notes under Chapter 1431 of the Texas Government Code; and

WHEREAS, the governing body of the Issuer desires to issue its Revenue Anticipation Notes to provide funds for the costs of operating or current expenses as allowed under Section 1431.004(a)(2), Texas Government Code; and

WHEREAS, the governing body of the Issuer deems it appropriate to adopt this Order and issue the Revenue Anticipation Notes herein authorized as permitted by the Act;

NOW, THEREFORE, BE IT ORDERED BY THE DALLAS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER, THAT:

Section 1. DEFINITIONS. As used in this Order, the following terms shall have the following meanings:

“**Adjusted EBITDA**” means, for any period, an amount equal to (a) income before capital grants and gifts and special or extraordinary items determined in accordance with GAAP, plus (b) the sum of the following to the extent deducted in the calculation of income before capital grants and gifts and special or extraordinary items: (i) interest expense; (ii) depreciation; (iii) amortization; and (iv) other nonrecurring expenses or losses which do not represent a cash item in such period or any future period, minus (c) the sum of the following to the extent included in the calculation of net income: (i) all nonrecurring, noncash gains increasing income before capital grants and gifts and special or extraordinary items.

“**Business Day**” means a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in the State of Texas, are authorized or required by law to be closed.

“**Commitment**” means the obligation of the Registered Owner to make advances of the Revenue Anticipation Note in an aggregate principal amount up to but not exceeding \$20,000,000.

“Conforming Changes” means, with respect to the use, administration of or any conventions associated with Term SOFR or any Successor Rate, as applicable, any technical, administrative or operational changes (including changes to the definitions of “Business Day”, “Interest Period” (or any similar or analogous definition), “U.S. Government Securities Business Day”, or the timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Registered Owner decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Registered Owner in a manner substantially consistent with market practice (or, if the Registered Owner decides that adoption of any portion of such market practice is not administratively feasible or if the Registered Owner determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Registered Owner decides is reasonably necessary in connection with the administration of this Order and the Revenue Anticipation Notes).

“Debt Service” means, for any period, the sum of all regularly scheduled principal payments and all interest expense that are paid or payable during such period in respect of all debt (other than scheduled payments of principal on debt which pay such debt in full, but only to the extent such final payment is greater than the scheduled principal payment immediately preceding such final payment).

“Debt Service Coverage Ratio” means the ratio of (a) Adjusted EBITDA, to (b) Debt Service.

“Event of Default” means (i) the failure of the Issuer to pay when due (a) any portion of the principal amount of the Revenue Anticipation Notes, or (b) any other amount (including interest, fees, and expenses) payable under this Order within five (5) days of when due (such grace period shall exclude any such amounts due on the Maturity Date); (ii) the failure of the Issuer to punctually and properly perform, observe and comply with any other covenant, agreement, or condition contained in this Order (other than the covenant to pay in clause (a) above and the covenants in Section 9), and such failure continues for 30 days after the earlier to occur of (i) the date on which the Issuer has been given notice thereof by the Registered Owner and (ii) the date on which the Issuer has actual knowledge of its failure to perform; (iii) any representation or warranty made or deemed made by or on behalf of the Issuer in, or in connection with, this Order, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Order, shall prove to have been materially incorrect when made or deemed made; (iv) an insolvency proceeding is commenced (a) voluntarily by the Issuer, or any corporate or other action is taken for the purpose of effecting such voluntary commencement, or (b) against the Issuer and (1) is consented to, or is not timely controverted or contested by, the Issuer, (2) results in the entry of an order for relief under the Bankruptcy Code, the appointment of a receiver, or any other decree affording relief to creditors under debtor relief laws, or (3) is not dismissed within 30 days after commencement; (v) the Issuer shall become unable, admit in writing its inability, or fail generally, to pay its debts as they become due; (vi) there is entered against the Issuer (1) a final non-appealable judgment or arbitration award for the payment of money in the amount exceeding \$1,500,000 (individually or in the aggregate and net of applicable insurance if the insurer has accepted coverage), or (2) one or more non-monetary final non-appealable judgments, individually or in the aggregate, in excess of \$1,500,000, and, (A) enforcement proceedings are commenced upon such judgment or order, or (B) there is a period of 30 consecutive

days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; (vii) any event, development or circumstance occurs or exists that has had or could reasonably be expected to have a Material Adverse Change; or (viii) the Issuer fails to pay when due (after any applicable grace period) any payment in respect of any debt to the Registered Owner or any affiliate of the Registered Owner, including Texas Capital Bank, or any other debt, or any event or condition occurs that results in any of the foregoing debt becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice) the holder or holders of any such debt, or the trustee or other representative thereof, to cause any such debt to become due prior to its scheduled maturity or to be subject to a mandatory redemption or prepayment.

“**Floor**” means zero basis points per annum.

“**Interest Period**” means the period commencing on the date of the making of an advance (or its continuation) and ending on the numerically corresponding day in the calendar month that is one (1) month thereafter; provided, that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period.

“**Management Consultant**” means a nationally recognized firm of independent professional management consultants knowledgeable in education, research, or health care delivery and financing and having a favorable reputation for skill and experience in such field or fields.

“**Material Adverse Change**” means (a) a material adverse change in, or a material adverse effect upon, the operations, business, prospects, properties, assets, liabilities (actual or contingent), condition (financial or otherwise) of the Issuer; (b) a material impairment of the ability of the Issuer to perform its obligations under this Order; (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Issuer of this Order or Revenue Anticipation Notes or the rights of the Registered Owner under this Order or Revenue Anticipation Notes; or (d) a material restatement or revision of a previously submitted financial statement.

“**SOFR**” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“**SOFR Administrator**” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Registered Owner in its reasonable discretion).

“**Term SOFR**” means for any calculation, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, a “**Periodic Term SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day, the Term SOFR Reference Rate for the applicable tenor has not been published by the SOFR Administrator,

then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day. If Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

“**Term SOFR Reference Rate**” means the forward-looking term rate based on SOFR.

“**U.S. Government Securities Business Day**” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Section 2. AMOUNT AND PURPOSE OF THE REVENUE ANTICIPATION NOTES. The Revenue Anticipation Notes of the Dallas County Mental Health Mental Retardation Center (the “Issuer”) are hereby authorized to be issued and delivered in the aggregate maximum principal amount of \$20,000,000 for the purpose of paying all or a portion of the Issuer’s operating or current expenses (but not the purchase of any real property).

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF REVENUE ANTICIPATION NOTES. The Revenue Anticipation Notes issued pursuant to this Order shall be designated: “DALLAS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER REVENUE ANTICIPATION NOTE, SERIES 2024,” and initially there shall be issued, sold, and delivered hereunder one fully registered Revenue Anticipation Note, without interest coupons, dated September 3, 2024 (the “**Dated Date**”), in the denomination and principal amount hereinafter stated, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said Revenue Anticipation Notes or any portion or portions thereof (in each case, the “**Registered Owner**”).

Said Revenue Anticipation Notes shall mature and be payable in one principal installment due August 31, 2025 (the “**Maturity Date**”).

The term “Revenue Anticipation Notes” or “Notes” as used in this Order shall mean and include collectively the Revenue Anticipation Notes issued and delivered pursuant to this Order and all substitute and replacement Revenue Anticipation Notes issued pursuant hereto, and the term “Revenue Anticipation Note” shall mean any of the Revenue Anticipation Notes.

Section 4. INTEREST; PAYMENT. Each draw under the Revenue Anticipation Notes shall bear interest from the date of delivery of such draw at a per annum rate equal to Term SOFR plus 1.75% per annum; *provided, however*, in no event shall interest contracted for, charged, or received under the Revenue Anticipation Notes plus any other charges in connection with the Revenue Anticipation Notes which constitute interest exceed the maximum interest permitted by Chapter 1204 of the Texas Government Code. Said interest shall be payable monthly, on the last day of each Interest Period.

The interest rate, including Term SOFR, is subject to change as provided for herein. If Term SOFR is not available at any time for any reason or the Registered Owner makes the determination to incorporate or adopt a new benchmark interest rate to replace Term SOFR in one or more credit agreements to which it is a party as sole lender or administrative agent, then the Registered Owner may replace Term SOFR with an alternate benchmark interest rate and adjustment, if applicable, as reasonably selected by the Registered Owner, giving due consideration to any evolving or then existing conventions for such interest rate and adjustment (any such successor interest rate, as adjusted, the “**Successor Rate**”). In connection with the use or administration of Term SOFR or any Successor Rate, the Registered Owner will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary in this Order or the Revenue Anticipation Notes, any amendments implementing such Conforming Changes will become effective without any further action or consent of Issuer. The Registered Owner will promptly notify the Issuer of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR or any Successor Rate.

If any payment of principal or interest on the Revenue Anticipation Notes shall become due and payable on a day other than a Business Day, then such payment shall be made on the next succeeding Business Day. Any such extension of time for payment shall be included in computing interest which has accrued and shall be payable in connection with such payment. The Issuer is and shall be obligated to pay all principal, interest and any and all other amounts which become payable under the Revenue Anticipation Notes absolutely and unconditionally and without any abatement, postponement, diminution or deduction whatsoever and without any reduction for counterclaim or setoff whatsoever. If at any time any payment received by the Registered Owner hereunder shall be deemed by a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under any debtor relief law, then the obligation to make such payment shall survive any cancellation or satisfaction of the Revenue Anticipation Notes or return thereof to the Issuer and shall not be discharged or satisfied with any prior payment thereof or cancellation of the Revenue Anticipation Notes, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof, and such payment shall be immediately due and payable upon demand.

Section 5. CHARACTERISTICS OF THE REVENUE ANTICIPATION NOTES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal office of Texas Capital Bank, Dallas, Texas (the “Paying Agent/Registrar”), books or records for the registration of the transfer, conversion and exchange of the Revenue Anticipation Notes (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Book the address of the Registered Owner of each Revenue Anticipation Note to which payments with respect to the Revenue Anticipation Notes shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the

Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Book confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Revenue Anticipation Note or Revenue Anticipation Notes. Registration of assignments, transfers, conversions and exchanges of Revenue Anticipation Notes shall be made in the manner provided and with the effect stated in the FORM OF REVENUE ANTICIPATION NOTE set forth in this Order. Each substitute Revenue Anticipation Note shall bear a letter and/or number to distinguish it from each other Revenue Anticipation Note.

Except as provided in Section 5(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Revenue Anticipation Note, date and manually sign said Revenue Anticipation Note, and no such Revenue Anticipation Note shall be deemed to be issued or outstanding unless such Revenue Anticipation Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Revenue Anticipation Notes and Revenue Anticipation Notes surrendered for conversion and exchange. No additional ordinances, Orders, or Orders need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Revenue Anticipation Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Revenue Anticipation Notes in the manner prescribed herein, and said Revenue Anticipation Notes shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D thereof, the duty of conversion and exchange of Revenue Anticipation Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Revenue Anticipation Note, the converted and exchanged Revenue Anticipation Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Revenue Anticipation Notes which initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

The Revenue Anticipation Notes may be transferred in principal denominations of \$1,000 or any integral multiple thereof.

(b) Payment of Revenue Anticipation Notes and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Revenue Anticipation Notes, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Revenue Anticipation Notes, and of all conversions and exchanges of Revenue Anticipation Notes, and all replacements of Revenue Anticipation Notes, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest which shall be fifteen (15) days after the Special Record Date shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Revenue Anticipation Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Revenue Anticipation Notes to be payable only to the Registered Owners thereof, (ii) may be converted and exchanged for other Revenue Anticipation Notes, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Revenue Anticipation Notes shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Revenue Anticipation Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF REVENUE ANTICIPATION NOTE set forth in this Order. The initial Revenue Anticipation Note issued pursuant to this Order (No. R-1) must be registered by the Comptroller of Public Accounts of the State of Texas to be valid. The Revenue Anticipation Notes initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Revenue Anticipation Note issued in conversion of and exchange for any Revenue Anticipation Notes issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF REVENUE ANTICIPATION NOTE.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Revenue Anticipation Notes that at all times while the Revenue Anticipation Notes are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Revenue Anticipation Notes under this Order, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred twenty (120) days' written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Revenue Anticipation Notes, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Revenue Anticipation Notes, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

Section 6. FORM OF REVENUE ANTICIPATION NOTE. The form of the Revenue Anticipation Notes, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Revenue Anticipation Notes initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order.

The Initial Revenue Anticipation Note, to be submitted to the Attorney General of Texas for approval shall be numbered R-1.

FORM OF REVENUE ANTICIPATION NOTE

NO. R-___

PRINCIPAL
AMOUNT
\$20,000,000

UNITED STATES OF AMERICA
STATE OF TEXAS
DALLAS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER
REVENUE ANTICIPATION NOTE
SERIES 2024

Interest Rate
As stated below

Dated Date of Issue
October 4, 2024

Maturity Date
August 31, 2025

ON THE MATURITY DATE specified above, Dallas County Mental Health Mental Retardation Center (the “Issuer”), being a governmental unit and a political subdivision of the State of Texas, hereby promises to pay to

TEXAS CAPITAL COMMUNITY DEVELOPMENT CORPORATION

(hereinafter called the “registered owner”) the principal amount drawn hereunder, up to TWENTY MILLION DOLLARS (\$20,000,000) and to pay interest thereon from the date of delivery hereof. Principal on this Revenue Anticipation Note shall be due and payable in full on the Maturity Date specified above. Interest shall be payable hereon monthly, on the last day of each Interest Period, unless this Revenue Anticipation Note is earlier prepaid as provided herein. Terms otherwise not defined herein shall have the same meaning as set forth in the Order (as herein defined) dated August 22, 2024.

EACH DRAW OF THIS REVENUE ANTICIPATION NOTE shall bear interest from the date of funding of such draw at a per annum rate equal to Term SOFR plus 1.75% per annum; *provided, however*, in no event shall interest contracted for, charged, or received under this Revenue Anticipation Note plus any other charges in connection with this Revenue Anticipation Note which constitute interest exceed the maximum interest permitted by Chapter 1204 of the Texas Government Code. Each determination by the Purchaser of the interest rate under this Revenue Anticipation Note shall be conclusive and binding upon the Issuer in all respects absent manifest error and may be computed using any reasonable averaging and attribution method.

PAYMENTS AND any other credits shall be allocated among principal, interest and fees at the discretion of the holder unless otherwise required by applicable law. Interest on this Revenue Anticipation Note is computed on a per annum basis of a year of 360 days and for the actual number of days elapsed. The Issuer will pay the Paying Agent/Registrar at the Paying Agent/Registrar’s address shown on loan account statements sent to the Issuer, the Paying

Agent/Registrar's address shown in any payment coupon book provided to the Issuer, or at such other place as Paying Agent/Registrar may designate in writing.

THIS REVENUE Anticipation Note is a draw Note. The Issuer may draw down up to the aggregate principal amount Twenty Million Dollars (\$20,000,000) of this Revenue Anticipation Note, but such amounts may not be drawn, repaid and drawn again. Upon initial delivery, the Issuer shall draw at least \$10,000 of this Revenue Anticipation Note. The registered holder shall fund each draw to be used to pay all or a portion of the Issuer's operating or current expenses (but not the purchase of any real property). The Paying Agent shall keep a record of each amount drawn and such records shall be final and binding absent manifest error. Only the amounts drawn and not repaid shall bear interest and such interest shall accrue from the date of each draw and not from the Dated Date of the Revenue Anticipation Note as stated above.

AT THE OPTION OF REGISTERED OWNER, the Issuer will pay, on written demand to the Issuer, (i) a "late charge" equal to five percent (5%) of the amount of any installment on this Revenue Anticipation Note when such installment is not paid within fifteen (15) days following the date such installment is due and (ii) a processing fee in the amount of \$25.00 for each check which is provided to the registered owner by the Issuer in payment for an obligation owing to the registered owner under this Revenue Anticipation Note but is returned or dishonored for any reason, in order to cover the additional expenses involved in handling delinquent and returned or dishonored payments. Interest on any late payments will not exceed the maximum net effective interest rate permitted by Chapter 1204 of the Texas Government Code.

UPON THE occurrence of any Event of Default, holder may, at holder's option and if permitted by applicable law, (a) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Revenue Anticipation Note, including any increased rate, and/or (b) increase the interest rate on this Revenue Anticipation Note by 2.00 percentage points (the "Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no Event of Default. However, in no event will the interest rate exceed the maximum interest rate allowed under applicable law.

THE PRINCIPAL OF AND INTEREST ON this Revenue Anticipation Note are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Revenue Anticipation Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Revenue Anticipation Note at maturity, at the principal office of Texas Capital Bank, Dallas, Texas, which is the "Paying Agent/Registrar" for this Revenue Anticipation Note. The payment of interest on this Revenue Anticipation Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Order authorizing the issuance of this Revenue Anticipation Note (the "Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last Business Day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method,

acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date and the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Revenue Anticipation Note appearing on the Registration Books at the close of business on the last Business Day next preceding the date of mailing of such notice.

ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Revenue Anticipation Note for redemption and payment at the principal office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Revenue Anticipation Note that on or before each principal payment date and interest payment date for this Revenue Anticipation Note it will make available to the Paying Agent/Registrar, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Revenue Anticipation Notes, when due.

IF THE DATE for the payment of the principal of or interest on this Revenue Anticipation Note shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the principal office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS REVENUE ANTICIPATION NOTE is dated September 3, 2024, has been authorized in accordance with the Constitution and laws of the State of Texas in the aggregate maximum principal amount of \$20,000,000 for the purpose of paying all or a portion of the Issuer's operating or current expenses (but not the purchase of any real property).

ALL REVENUE ANTICIPATION NOTES OF THIS SERIES are issuable solely as fully registered Revenue Anticipation Notes, without interest coupons. As provided in the Order, this Revenue Anticipation Note, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Revenue Anticipation Notes, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Revenue Anticipation Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Order. Among other requirements for such assignment and transfer, this Revenue Anticipation Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Revenue Anticipation Note or any such portion or portions hereof which is or are to be registered. The form of Assignment printed or endorsed on

this Revenue Anticipation Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Revenue Anticipation Note or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Revenue Anticipation Note or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business of the next following principal or interest payment date.

ON ANY DATE, this Revenue Anticipation Note may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, at a price of par plus accrued interest to the date of redemption. The Issuer shall give the Paying Agent/Registrar at least seven (7) days advance written notice of redemption.

IT IS HEREBY certified, recited and covenanted that this Revenue Anticipation Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Revenue Anticipation Note have been performed, existed and been done in accordance with law; that this Revenue Anticipation Note is payable from and secured by a lien on and pledge of all legally available funds and revenues of the Issuer.

BY BECOMING the Registered Owner of this Revenue Anticipation Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, acknowledges that the Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Revenue Anticipation Note and the Order constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Revenue Anticipation Note to be signed with the manual or facsimile signature of the Chair of the Board of Trustees of the Issuer, countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the Issuer.

Secretary, Board of Trustees

Chair, Board of Trustees

FORM OF REGISTRATION CERTIFICATE OF THE
COMPTROLLER OF PUBLIC ACCOUNTS:

**COMPTROLLER’S REGISTRATION CERTIFICATE:
REGISTER NO. _____**

I hereby certify that this Revenue Anticipation Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Revenue Anticipation Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this ____ day of _____, 2024.

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER’S SEAL)

FORM OF PAYING AGENT/REGISTRAR’S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR’S AUTHENTICATION CERTIFICATE

(To be executed if this Revenue Anticipation Note is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas.)

It is hereby certified that this Revenue Anticipation Note has been issued under the provisions of the Order described in the text of this Revenue Anticipation Note; and that this Revenue Anticipation Note has been issued in conversion or replacement of, or in exchange for, a Revenue Anticipation Note.

Dated this ____ day of _____, 20____.

TEXAS CAPITAL BANK, Dallas, Texas,
As Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Revenue Anticipation Note, or duly authorized representative or attorney thereof, hereby assigns this Revenue Anticipation Note to

(Assignee's Social Security
or Taxpayer Identification Number)

(print or type Assignee's
name and address, including zip code)

and hereby irrevocably constitutes and appoints

attorney to transfer the registration of this Revenue Anticipation Note on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

Signature of Guaranteed:

NOTICE: This signature must correspond with the name of the Registered Owner appearing on the face of this Revenue Anticipation Note in every particular without alteration or enlargement or any change whatsoever.

Section 7. PLEDGE OF REVENUES. The Issuer agrees to budget and collect sufficient funds or revenues, in an amount sufficient to pay the principal and interest on the Revenue Anticipation Notes as the same become due. All legally available funds and revenues of the Issuer are hereby pledged to the payment of the Revenue Anticipation Notes.

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED REVENUE ANTICIPATION NOTES.

(a) Replacement Revenue Anticipation Notes. In the event any outstanding Revenue Anticipation Note is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Revenue Anticipation Note of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Revenue Anticipation Note, in replacement for such Revenue Anticipation Note in the manner hereinafter provided.

(b) Application for Replacement Revenue Anticipation Notes. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Revenue Anticipation Notes shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Revenue Anticipation Note, the Registered Owner applying for a replacement Revenue Anticipation Note shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Revenue Anticipation Note, as the case may be. In every case of damage or mutilation of a Revenue Anticipation Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Revenue Anticipation Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Revenue Anticipation Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on such Revenue Anticipation Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Revenue Anticipation Note) instead of issuing a replacement Revenue Anticipation Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Revenue Anticipation Notes. Prior to the issuance of any replacement Revenue Anticipation Note, the Paying Agent/Registrar shall charge the registered owner of such Revenue Anticipation Note with all legal, printing, and other expenses in connection therewith. Every replacement Revenue Anticipation Note issued pursuant to the provisions of this Section by virtue of the fact that any Revenue Anticipation Note is lost, stolen, or destroyed shall constitute a Revenue Anticipation Note of the Issuer whether or not the lost, stolen, or destroyed Revenue Anticipation Note shall be found at any time, to be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Revenue Anticipation Notes duly issued under this Order.

(e) Authority for Issuing Replacement Revenue Anticipation Notes. In accordance with Chapter 1201, Texas Government Code, Subchapter D, this Section of this Order shall constitute authority for the issuance of any such replacement without necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such Revenue Anticipation Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Revenue Anticipation Notes in the form and manner and with the effect, as provided in Section 4(a) of this Order for Revenue Anticipation Notes issued in conversion and exchange of other Revenue Anticipation Notes.

Section 9. COVENANTS WITH REGISTERED OWNER. The Issuer hereby, and by the acceptance of each of the Revenue Anticipation Notes, contractually obligates and commits itself to:

(a) utilize the net proceeds available from the issuance and delivery of the Revenue Anticipation Notes, after payment of costs of issuance related thereto, for operating or current expenses of the Issuer (but not the purchase of any real property);

(b) as soon as available but no later than 180 days after the last day of each fiscal year, deliver to the Registered Owner the Issuer's audited financial statements as of the end of and for

such fiscal year, setting out in each case in comparative form the figures for the previous fiscal year, all reported on by independent public accountants of recognized national standing (without a “going concern” or like modification and without any qualification or exception as to the scope of such audit) to the effect that such financial statements present fairly in all material respects the financial condition and results of operations of the Issuer in accordance with GAAP consistently applied;

(c) As soon as available but no later than 60 days after the last day of each fiscal quarter including the last such fiscal period in the fiscal year, deliver to the Registered Owner the Issuer unaudited financial statements as of the end of and for such period and the then-elapsed portion of the fiscal year in accordance with GAAP consistently applied, subject only to normal year-end audit adjustments and the absence of notes;

(d) Not create, incur, assume, guarantee, or permit any debt;

(e) Not permit the Debt Service Coverage Ratio, for any fiscal year, to be less than 1.10 to 1.0, commencing with the fiscal year ending August 31, 2024;

If the Debt Service Coverage Ratio for any such period is less than 1.10, the Issuer shall engage a Management Consultant within 30 days after the earlier of receipt by the Issuer of an audit report for, or the last permitted date for delivery to the Registered Owner of, financial statements for such fiscal year to recommend, and the Issuer shall implement, changes in the rates, fees, and charges or expenses, or in such other of its affairs. The failure to maintain the Debt Service Coverage Ratio described above shall not be deemed an Event of Default hereunder if the Issuer complies with its obligations set forth above to engage a Management Consultant and with its obligations set forth above to implement, to the extent required as set forth above, changes recommended by such Management Consultant. Notwithstanding the foregoing, if the Debt Service Coverage Ratio is less than 1.00 for any such period, it shall constitute an Event of Default;

(f) pay to the Registered Owner an unused facility fee on the daily average unused amount of the Commitment for the period from and including the date of this Agreement to and including the Maturity Date, at the rate of 0.15% per annum based on a 360 day year and the actual number of days elapsed. For the purpose of calculating the unused facility fee hereunder, the Commitment shall be deemed utilized by the principal amount of all outstanding advances. Accrued unused facility fees shall be payable quarterly in arrears on the first day of each month commencing October 1, 2024 during the term of this Agreement and on the Maturity Date; and

(g) pay or reimburse the Registered Owner for (i) all reasonable costs, fees and expenses (including, in each case, the reasonable fees and expenses of the Registered Owner’s counsel) incurred by the Registered Owner in connection with the preparation, negotiation, execution, delivery and administration of this Order, and any amendments, modifications or waivers of the provisions hereof or thereof, (ii) all due diligence, closing, and post-closing costs including, to the extent applicable, filing fees, recording costs, lien searches, corporate due diligence, third-party expenses, and other due diligence, closing and post-closing costs and expenses, and (iii) all costs, fees and expenses of the Registered Owner (including, in each case, the reasonable fees and expenses of the Registered Owner’s counsel) incurred in connection with the negotiation, workout, or restructuring in connection with this Order, the enforcement of this

Order or the protection or exercise of any rights arising under this Order, and any action taken in connection with any debtor relief laws; and all of the obligations under this subsection shall accrue interest, if not paid upon demand, at the interest rate hereunder plus the Default Rate Margin until repaid.

Section 10. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, upon the occurrence of an Event of Default, the following remedies shall be available:

(a) the Registered Owner shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the Issuer and the officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Order;

(b) Issuer grants to the holder of the Revenue Anticipation Note a security interest in, as well as a right of setoff against, and hereby assigns, conveys, delivers, pledges and transfers to holder, as security for repayment of the Revenue Anticipation Note, all Issuer's right, title and interest in and to all Issuer's accounts (whether checking, savings, or some other account) with holder or any subsidiary or affiliate of holder (each hereafter referred to as a "Holder Affiliate") and all other obligations at any time owing by holder or any Holder Affiliate. This includes all accounts Issuer holds jointly with someone else and all accounts Issuer may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. Issuer authorizes the holder, without prior notice to Issuer and irrespective of (i) whether or not holder has made any demand under the Revenue Anticipation Notes or the Related Documents or (ii) whether such indebtedness is contingent, matured or unmatured, to the extent permitted by law, to collect, charge and/or setoff all sums owing on the indebtedness against any and all such accounts and other obligations; and

(c) The Registered Owner may cease making advances of the Revenue Anticipation Notes.

Any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF REVENUE ANTICIPATION NOTES. The Chair of the Board of Trustees of the Issuer is hereby authorized to have control of the Initial Revenue Anticipation Note issued hereunder and all necessary records and proceedings pertaining to the Initial Revenue Anticipation Note pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Revenue Anticipation Note said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Initial Revenue Anticipation Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Revenue Anticipation Note.

Section 12. SALE OF REVENUE ANTICIPATION NOTES. The sale of the Revenue Anticipation Notes to Texas Capital Community Development Corporation (the “Purchaser”) at par and for the interest rates stated in the form of Revenue Anticipation Note in Section 6 of this Order is hereby approved. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable by the Issuer. The Revenue Anticipation Note shall initially be registered in the name of Texas Capital Community Development Corporation. Upon the sale of the Revenue Anticipation Notes, delivery thereof to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

Section 13. INTEREST EARNINGS ON REVENUE ANTICIPATION NOTES. Interest earnings derived from the investment of proceeds from the sale of the Revenue Anticipation Notes shall be used along with other Revenue Anticipation Note proceeds for the purpose for which the Revenue Anticipation Notes are issued set forth in Section 2 hereof.

Section 14. FURTHER PROCEDURES. (a) The Chair or Vice Chair and Secretary of the Board of Trustees of the Issuer, the Chief Executive Officer and the Chief Financial Officer of the Issuer and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer the Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in Order to carry out the terms and provision of this Order, the Revenue Anticipation Notes and the sale of the Revenue Anticipation Notes. In case any officer whose signature shall appear on any Revenue Anticipation Note, no longer holds such office, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the initial registered owner to accept delivery of the Revenue Anticipation Notes is subject to the initial registered owner being furnished with an opinion of counsel to the Issuer.

Section 15. WAIVER OF JURY TRIAL. THE ISSUER AND THE REGISTERED OWNER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND EXPRESSLY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING IN ANY WAY TO THIS ORDER OR THE TRANSACTIONS CONTEMPLATED THEREBY OR THE CONDUCT, ACTS OR OMISSIONS OF THE ISSUER AND THE REGISTERED OWNER IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES

HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ORDER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**Recommendation to Approve the Master Services
Agreement/Contract between Eleos Health Inc.,
and Metrocare Services**

ELEOS HEALTH MASTER SERVICE AGREEMENT

This Agreement (the "Agreement") is entered into on September 26, 2024 (the "Effective Date"), by and between Eleos Health Inc., a company incorporated under the laws of the state of Delaware with offices located at 117 Kendrick St Suite 300, Needham, MA 02494 together with its affiliates (hereinafter "Eleos") and Metrocare Services having its principal place of business at 1345 River Bend Drive, Suite 200, Dallas, TX 75247 (hereinafter "Customer") ("Customer") (each, a "Party" and collectively, the "Parties").

1. **License.** Subject to the terms and conditions of this Agreement, Eleos hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, subscription based and revocable license to: (a) remotely access (i.e., on a SaaS basis) the Eleos software (the "**Program**") and use it for internal purposes; and (b) download, install and use Eleos' mobile software application ("**App**") for internal installation purposes. Unless otherwise indicated, the term "**Program**" also includes the App and any relevant documentation (including *inter alia* the Eleos Business Associate Agreement attached hereto as Exhibit A (the "**BAA**") provided to Customer in connection with their operation ("**Documentation**"). Customer may only use the Program in accordance with the Documentation, subject to the use limitations indicated in Customer's proposal or order attached hereto as Exhibit B ("**Proposal**"), the BAA and applicable laws.

2. **Payment.** The provision of the Services are conditioned on Customer's payment in full of the applicable fees set forth in the Proposal. All fees and other amounts paid hereunder are non-refundable. Eleos shall send the first invoice to Customer within thirty (30) days following the Effective Date or another date agreed between the Parties. Any amount not paid when required to be paid hereunder shall accrue interest on the rate of one and a half percent (1.5%) per month. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties. Eleos has a minimum amount of 10 licenses per month.

3. **Customer Account.** The Program may only be used through a Customer account (the "**Account**"). Such Account may be accessed solely by Customer's employees or service providers who are explicitly authorized by Customer to use the Program in accordance with the Proposal (each, a "**Permitted User**"). Customer will ensure that the Permitted Users keep the Account login details secure at all times and comply with the terms of this Agreement; and will be fully liable and responsible for any breach of this Agreement by a Permitted User. Unauthorized access or use of the Account or the Program must be immediately reported to Eleos.

4. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Eleos, Customer must not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Program (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with any third party; (iii) use any "open source" or "copyleft software" in a manner that would require Eleos to disclose the source code of the Program to any third party; (iv) disclose the results of any testing, use or benchmarking of the Program to any third party (including but not limited to any recordings made via the Program); (v) disassemble, decompile, reverse engineer or attempt to discover the Program's source code or underlying algorithms; (vi) use the Program in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (vii) remove or alter any trademarks or other

proprietary notices related to the Program; (viii) circumvent, disable or otherwise interfere with security-related features of the Program or features that enforce use limitations; (ix) export, make available or use the Program in any manner prohibited by applicable laws (including without limitation export control laws); (x) use the Program in a manner that violates any applicable law, including the Health Insurance Portability and Accountability Act ("**HIPAA**"), and/or (xi) knowingly transmit any malicious code (i.e., software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with Eleos' Product.

5. **Customer Data and Analytics Information.** As Eleos operates the Services, Eleos may monitor and process data that Customer will upload to the Program and/or that may be collected as a result of Customer's use of the program, regarding the Customer and/or its patients (the "**Customer Data**"). As the exclusive owner of the Customer Data, Customer represents that to the extent the Customer Data includes any personally identifiable information or protected health information, as defined in HIPAA ("**PHI**"), Customer has received the required consents or permits and has acted in compliance with applicable privacy laws (including but not limited to HIPAA), as to allow Eleos to use the Customer Data solely in order to perform Eleos' Services. Customer shall defend, hold harmless and indemnify Eleos (including, without limitation, its employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees, as a result of Customer's breach or failure to meet its above representation. Eleos may however be required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, hold and/or manage the Customer Data through Eleos' authorized third party service providers as reasonable for business purposes. Notwithstanding the foregoing, any anonymous information, which is derived from the use of the Program (i.e., Metadata, aggregated and/or analytics information which is not personally identifiable information ("**Analytics Information**")) may be used by Eleos for any purpose, including for providing the Service, for development, and/or for statistical purposes. For the removal of doubt, Eleos will be the exclusive owners of the Analytics Information. Eleos may store Customer Data for the term Eleos views such data as required.

6. **Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

7. **Intellectual Property Rights.** Eleos is and shall remain the sole owner of (i) all right, title, and interest, including any intellectual property rights related to the Program and any and all improvements and derivative works, and (ii) any know-how, including methods, logic, techniques, processes, or technologies embodied or relating to the Program, including such that was

created and/or developed during or prior to the provision of the Services (including in case of a trial or evaluation of the Product by Customer), as well as any developments, improvements, continuations or derivations thereof. This Agreement does not convey to Customer any interest in or to the Program other than a limited right to use the Program in accordance with Section 1. Nothing herein constitutes a waiver of the Eleos' intellectual property rights under any law.

If prior to or during the Term, Eleos receives any feedback (e.g., questions, comments, suggestions or the like) regarding any of the Services (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Eleos and that such shall be considered Eleos' Confidential Information; and Customer hereby irrevocably and unconditionally transfers and assigns to Eleos without all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto.

8. **Third Party Components.** The Program may use or include third party software, files, libraries or components that are subject to third party open source license terms. A list of such components will be provided on demand and may be updated from time to time. Requests of open source code of applicable third party components may be forwarded to: info@eleos.health.

9. **Publicity.** The Customer shall cooperate with Eleos in good faith and agree to reasonable requests from Eleos to serve as a reference. The Customer shall participate in marketing and public relations activities, such as a mutual press release and speaking engagements. The Parties shall collaborate on publishing testimonials and/or case studies thereafter. Additionally, Eleos may and is hereby authorized to use Customer's name, logo and trademark in any of Eleos' advertisements (including, without limitation marketing and promotional materials), and Eleos' website, media releases, or other public disclosures or announcements for sales and marketing purposes.

10. **Confidentiality.** Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except as expressly permitted under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

11. **LIMITED WARRANTIES.** OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM, DOCUMENTATION, SERVICES AND ANY REPORTS GENERATED AS A RESULT OF THE SERVICES ("**REPORTS**") ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ELEOS DOES NOT WARRANT THAT THE PROGRAM, THE SERVICES AND/OR THE REPORTS WILL MEET CUSTOMER'S REQUIREMENTS AND DOES NOT WARRANT THAT THE PROGRAM, SERVICES AND/OR THE REPORTS

WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. ELEOS EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.

12. **LIMITATION OF LIABILITY.** ELEOS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA LOSS, OR DATA USE.

ELEOS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO ELEOS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. FOR CLARITY.

13. **Indemnification.** Eleos acknowledges and agrees to defend, at its expense, any third party action or suit brought against the Customer alleging that the Program, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Eleos will pay any damages awarded in a final judgment against the Customer that are attributable to any such claim, provided that (i) the Customer promptly notifies Eleos in writing of such claim; and (ii) the Customer grants Eleos the authority to solely handle the defense or settlement of any such claim and provides Eleos with all reasonable information and assistance, at Eleos' expense. Eleos will not be bound by any settlement that the Customer enters into without Eleos' prior written consent.

If the Program becomes, or in Eleos' opinion is likely to become, the subject of an IP Infringement Claim, then Eleos may, at its sole discretion: (a) procure for the Customer the right to continue using the Program; (b) replace or modify the Program to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Eleos' reasonable efforts, then the Eleos may terminate this Agreement and in such event accept return of the affected Program and provide a pro-rata refund for any amount pre-paid by Customer for such returned Program for the remaining unused period of the license. Notwithstanding the foregoing, Eleos shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Program made by a party other than Eleos or its designee; (ii) the Customer's failure to implement software updates provided by Eleos specifically to avoid infringement; or (iii) combination or use of the Program with equipment, devices or software not supplied or authorized by Eleos or not in accordance with the Documentation.

This Section states Eleos' entire liability, and Customer's exclusive remedy, for claims of alleged or actual infringement.

14. **Term and Termination.** This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for 60 months (the "**Term**"). Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof. Upon termination or expiration of this Agreement: (i) Program (including the Local Software) license granted to Customer under this Agreement shall expire, and Customer shall discontinue any further use and access thereof; (ii) Customer shall immediately delete the App and delete all copies of all

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copies of the Documentation; (iii) within 30 days from the termination date, Eleos shall permanently delete all Customer Data, without affecting any of the Eleos' rights to the Analytics Information; and (iv) any sums paid by Customer until the date of termination are non-refundable, and Customer shall not be relieved of its duty to discharge in full all due sums owed by Customer to Eleos under this Agreement up to the date of termination. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive. The termination of this Agreement shall not limit Eleos or the Customer from pursuing any other remedies available to it under applicable law. Customer can discontinue the renewal of the contract at a 30 day notice, that is 59 months after the effective date.

15. **Miscellaneous.** This Agreement - including any BAA, Proposals, and any exhibits attached or referred herein - represents the complete agreement concerning the subject matter hereof and may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such

provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Program by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided that Eleos may assign this Agreement to the successor of all or substantially all of such Party's assets or business (including a merger or acquisition). This Agreement shall be governed by and construed under the laws of the State of Texas, without reference to principles and laws relating to the conflict of laws. The competent courts of Dallas, Texas shall have venue and the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Eleos will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Eleos. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date

Metrocare Services

Name John W. Burruss

Title CEO

Signature _____

Date _____

Eleos Health Inc

Name Dror Zaide

Title GM

Signature _____

Date _____

Exhibit A

ELEOS BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered into on September 26, 2024 (the "Effective Date"), between Eleos Health Inc. from 117 Kendrick St Suite 300, Needham, MA 02494 ("Business Associate" or "Eleos") and Metrocare Services from 1345 River Bend Drive, Suite 200, Dallas, TX 75247 called the "Covered Entity".

RECITALS

WHEREAS, Covered Entity wishes to allow the Business Associate to have access to Protected Health Information ("PHI") and including Electronic Protected Health Information ("EPHI") referred to hereafter as PHI that is either provided to the Business Associate by Covered Entity, or received, viewed, maintained, transmitted or created by the Business Associate on behalf of Covered Entity in the course of performing services to, for or on behalf of Covered Entity; and

WHEREAS, the Business Associate requires access to such PHI in order to effectively perform Services to, for or on behalf of Covered Entity; and

WHEREAS, Covered Entity and Business Associate are subject to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and as may be further modified or superseded from time to time, (collectively "HIPAA"), and among other obligations under HIPAA are required to enter into agreements with respect to the use and disclosure and safeguarding of PHI; and

WHEREAS, the parties desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which PHI will be handled by the Business Associate and certain third parties, as applicable, during the duration of this Agreement and upon its termination, cancellation, expiration or other conclusion.

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

1. Definitions

- 1.1 **Catch-all definition.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- 1.2 "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the Business Associate as defined above in this Agreement.
- 1.3 "**Covered Entity**" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Covered Entity as defined above in this Agreement.
- 1.4 "**License Agreement**" means the License Agreement entered between Business Associate and Covered Entity.
- 1.5 "**HIPAA Rules**" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.6 "**CFR**" shall mean the Electronic Code of Federal Regulations.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

- 2.1 Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;
- 2.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- 2.3 Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 2.5 Make available PHI in a designated record set to the Covered Entity to meet Covered Entity's obligations under 45 CFR 164.524;
- 2.6 Make any amendment(s) to PHI in a designated record set as agreed to by the Covered Entity pursuant to 45 CFR 164.526, provided that Covered Entity informs Business Associate of such amendment(s) in accordance with the provisions set forth in 45 CFR 164.526; Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to meet entity's obligations under 45 CFR 164.528;

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2.7 To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

2.8 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose PHI as necessary to perform the Services set forth in the License Agreement.

3.2 Business Associate may use or disclose PHI as required by law.

3.3 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.4 Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

3.5 Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

4. Privacy Practices and Restrictions

4.1 Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.2 Covered Entity shall provide all notices and obtain all required consents from an Individual to allow Business Associate to use the PHI as set forth in this Agreement.

4.3 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.4 Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Term and Termination

5.1 Term. The term of this Agreement shall be effective as of the Effective Date, and shall continue in effect until the earliest of: (1) all of the PHI provided by Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of Covered Entity, is destroyed to Covered Entity (or, if it is infeasible to destroy such PHI, then such PHI shall continue to be protected as set forth in this Agreement) and all other obligations of the parties have been met; (2) the underlying Agreement is terminated by Covered Entity as provided in Section 5.2; or (3) the License Agreement is completed, concluded or otherwise terminated, in which case this Agreement will terminate automatically and without the need for any further action or notice on the part of either Covered Entity or Business Associate, and such automatic termination shall occur simultaneously with the conclusion, completion or termination of the arrangement for Services as defined in the License Agreement, whichever of the above options is sooner.

5.2 Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement, and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity, which in any event will be no less than ten (15) days from Covered Entity's notice to Business Associate of such material breach or violation.

5.3 Obligations of Business Associate upon Termination.

Upon termination of this Agreement for any reason, Business Associate shall destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.

6. Miscellaneous

6.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Upon the effective date of any amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to the HITECH ACT or HIPAA, the Omnibus Rule, and other modifications and regulations promulgated thereunder, this Agreement and the associated Business Agreement(s), will automatically amend to the extent such changes are directly applicable to the

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services provided by Business Associate on behalf of Covered Entity in order for the parties to remain in compliance with all applicable regulations.

- 6.3 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- 6.4 Notices. All notices or other communications under this Agreement shall be in writing and shall be effective upon the earlier of actual receipt, the fifth (5th) business day following deposit into mail (registered or certified), the next business day following deposit with a nationally recognized overnight courier service, and the same day following transmission via facsimile or electronic mail. Notices shall be sent to Business Associate at the physical address listed on Business Associate's main website or by electronic mail to the address listed on Business Associate's main website and to Covered Entity at the addresses submitted to Business Associate.
- 6.5 Conflicts. The terms and conditions of this Agreement will supersede and control any conflicting term or condition of the Business Agreement(s) that addresses privacy and confidentiality of confidential medical information. All non-conflicting terms and conditions of the Business Agreement(s) remain in full force and effect.
- 6.6 Survival of Certain Terms. In the event that this Agreement ends or is terminated pursuant to Section 5 and the parties conclude in accordance with Section 5.3 that the destruction of PHI is not feasible, those terms of this Agreement that are required to continue its protections of PHI shall survive termination for as long as the PHI remains undestroyed to Covered Entity.
- 6.7 No Third Party Beneficiaries. Nothing contained herein, whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- 6.8 Disputes. If any controversy, dispute or claim arises between the parties with respect to this Agreement, the parties shall make good faith efforts to resolve such matters informally.
- 6.9 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Texas without regard to conflicts of law principles.
- 6.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, with all of such counterparts together shall constitute one and the same contract.
- 6.11 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

IN WITNESS WHEREOF, Covered Entity and Business Associate execute this Agreement as of the Effective Date.

Covered Entity: Metrocare Services

Business Associate: Eleos Health Inc

Name John W. Burruss

Name Dror Zaide

Title CEO

Title GM

Signature _____

Signature _____

Date _____

Date _____



Exhibit B - Proposal

Eleos Health Inc
 PO Box 650190
 West Newton, MA, 02465
 www.eleos.health

Prepared for Metrocare Services
 Prepared by Jamie Thomas
 Pricing & Promotion Expires on Sept 30, 2024

SHIP TO	BILL TO
---------	---------

Customer: Metrocare Services
 1345 River Bend Drive, Suite 200, Dallas, TX 75247
 United States

Customer Primary Contact: Dr. John Burruss
 Customer Primary Email: john.burruss@metrocareservices.org
 Customer Primary Phone: (214) 743-1201

Customer Accounts Payable Contact: Michelle Trevillion
 Customer Accounts Payable Email: michelle.trevillion@metrocareservices.org
 Customer Accounts Payable Phone: 214-743-1200

Item	Product	Description	Term	Total
Implementation	Scribe	Services to implement and deploy Eleos, including configuration and training	One Time Payment	\$15,000
Year 1	Scribe/Replay/Outreach	Year 1 Platform Provisioning for up to 650 users	12	\$577,200
Year 2	Scribe/Replay/Outreach	Year 2 Platform Provisioning for up to 650 users	12	\$577,200
Year 3	Scribe/Replay/Outreach	Year 3 Platform Provisioning for up to 650 users	12	\$577,200
Year 4	Scribe/Replay/Outreach	Year 4 Platform Provisioning for up to 650 users	12	\$577,200
Year 5	Scribe/Replay/Outreach	Year 5 Platform Provisioning for up to 650 users	12	\$577,200
Total:				2,901,000

ORDER AGREEMENT TERMS AND CONDITIONS

General: This Order Agreement is entered into as of the last date in the signature block below (“Effective Date”) between Eleos Health Inc. (“Eleos”) and Metrocare Services (“Customer”). This Order Agreement shall be governed by the Eleos Master Service Agreement (MSA). One-Time Services within this order agreement shall be governed by the Statement of Work (SOW).

Order Information & Fees: All prices are quoted in US Dollars

Billing Frequency & Payment Terms: Annual in advance of Start Date with Net 30 Payment Terms

Renewal Pricing: Upon agreement renewal of equal or greater license, product unit price on this Order Agreement shall increase by 3%

Taxes: Customer agrees to pay all relevant and necessary taxes related to this Order Agreement

M&A Activity: In the situation where Metrocare Services acquires or merges with another organization(s), Eleos and Metrocare Services will come together to negotiate any material changes to the contract, in terms of fees for additional providers and/or additional services and products.

It is acknowledged that Customer's lack of cooperation and/or lack of time resources may lead to delays in setup. Such delays and/or any other delays attributable to Customer, shall have no effect on the above Payment Schedule, even if as a result of such delay Eleos is delayed in the achievement of a task or milestone (and task or milestone shall, in such circumstances, be deemed already achieved for the purpose of payment).

ACCEPTED AND AGREED TO BY:

Metrocare Services

Name John W. Burruss
Title CEO
Signature _____
Date _____

Eleos Health, Inc.

Name Dror Zaide
Title GM
Signature _____
Date _____

Exhibit B continued - Proposal

ELEOS HEALTH STATEMENT OF WORK

This Statement of Work (“SOW”) is incorporated as an Exhibit to the Software and Master Services Agreement between Eleos Health Inc. (“Eleos”) and Metrocare Services (“Customer”) and is subject to and governed by the terms and conditions defined therein. In the event that the terms and conditions contained in this SOW are different than, or conflict with, the terms and conditions contained in the Agreement, the terms and conditions contained in the SOW shall govern.

The information contained in this Statement of Work shall not be disclosed by Customer and Eleos to any third party and shall not be duplicated, used or disclosed in whole or part for any purpose other than for the purpose of completing the deliverables contemplated by this SOW.

Item	Product	Approx. Start	Approx. End	Invoice Date	Invoice Amount
Implementation	Scribe	Q4 2024	Q4 2024	Upon Contract Execution	\$15,000
Year 1	Scribe/Replay/Outreach	Q4 2024	Q4 2025	Upon Technical Readiness in the Customer's Production Environment	\$577,200
Year 2	Scribe/Replay/Outreach	Q4 2025	Q4 2026	Anniversary of Technical Readiness	\$577,200
Year 3	Scribe/Replay/Outreach	Q4 2026	Q4 2027	Anniversary of Technical Readiness	\$577,200
Year 4	Scribe/Replay/Outreach	Q4 2027	Q4 2028	Anniversary of Technical Readiness	\$577,200
Year 5	Scribe/Replay/Outreach	Q4 2028	Q4 2029	Anniversary of Technical Readiness	\$577,200
GRAND TOTAL:					\$2,901,000

OTHER SPECIAL TERMS

Additional Users: Customer has the ability to purchase additional user licenses as defined below. Combined number of active and new users will determine the user/pricing block.

User Block	Per Provider Per Month
600 - 800	\$74
800+	\$68

Project Summary:

Eleos will deploy the Application(s) for Customer as listed in the Order Agreement which are within the scope of Project. Eleos will utilize Application's standard user extensibility features to configure Application for Customer's use. Eleos and Customer will mutually define the required configurations defined below.

Customer Profile:

Title (Items in Bold are Required)	Customer Response
EHR	Netsmart myAvatar NX
Telehealth System	Zoom
Single Sign-On (SSO) Identity Provider	Azure
Types of Sessions Covered (In Person, Phone, Telehealth, etc.)	In Person, Telehealth, Community-based
Number and Type of Note Templates	10

Project Deliverables:

- Project is based on current Eleos functionality and not future product availability.
- Configuration is in the Customer's Production Eleos instance which is connected to the EHR instance via Eleos Browser Extension.
- Customer has all required resources assigned for the full duration of the project as outlined in the SOW.

Title	Description
Project Charter Plan	Project charter review with the customer that includes: goals, pain points, how we define success, timeline, resources, governance model and teams.
Implementation Plan	Written implementation plan that includes: <ul style="list-style-type: none"> ● Milestones, key dates and dependencies per deliverable ● Resource allocation per milestone
Training Plan	Written training schedule that includes: <ul style="list-style-type: none"> ● Assumed dates for training across the multiple sites ● On-site/virtual training visit ● Number of users trained per visit/session
Mutual Marketing Plan	Together, we will define goals for Marketing that make sense for your organization. Marketing activities include: <ul style="list-style-type: none"> ● Resources for promoting Eleos Health within your organization (e.g. videos) ● Case studies and blog posts ● Presentations at conferences, events and webinars ● Media interviews and op-eds

Sample Timeline:

Task	Relative Week	Responsibility
SOW Signed + Approved	0	Customer
Users + Access to EHR, Telehealth, SSO	0 - 1	Customer
Partnership Kickoff, IT + Clinical Discovery	1 - 2	Eleos / Customer

Configure + Test	2 - 3	Eleos
Workflow Alignment	3 - 4	Eleos / Customer
Technical Readiness Testing	5 - 6	Eleos / Customer
Training + Go Live Prep	6 - 7	Eleos / Customer
Go Live	8 - 9	Eleos / Customer
Monitoring + Executive Reviews	10+	Eleos / Customer

Customer's Roles and Responsibilities:

Customer Resource	Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> • Provide thought leadership, overall project guidance, and acts as escalation point of contact • Define and maintain the objectives that will guide use and success of the Eleos Application
Project Manager	<ul style="list-style-type: none"> • Act as a single point of contact for Eleos's engagement activities during project duration • Responsible for identifying stakeholders and collaborating on scheduling stakeholder activities • Responsible for Eleos requests, scheduling, key decisions, communications, acceptance, or issues • Coordinate Customer's resources' schedules, tasks, and stakeholder availability for meetings • Coordinate on-site, web, or conference call meetings during project
Clinical Support/Super Users	<ul style="list-style-type: none"> • Act as clinical expert & primary resource for discovery interviews during implementation • Act as a super user and trainer once rollout is complete • Add Eleos training materials to the Customer Learning Management System • Amend consent formats to align with law requirements
IT/Technology Lead	<ul style="list-style-type: none"> • Review IT Configuration Guide for the application environment • Provide test user accounts to access EHR and Telehealth systems and create test cases • Provide security requirements and completes SSO guide • Install browser extension to all users and approve Sensi device usage • Add eleos.health and eleoshealth.ai to your internal Safe Sender email list • Amend electronic consent formats to align with law requirements

ACCEPTED AND AGREED TO BY:

Metrocare Services

Name John W. Burruss

Title CEO

Signature _____

Date _____

Eleos Health, Inc.

Name Dror Zaide

Title GM

Signature _____

Date _____



BOARD COMMUNICATION

AGENDA ITEM

Human Resources Report

BOARD MEETING DATE

September 26, 2024

PREPARED BY

Ariana Rosado, Chief Human Resources Officer

DATE PREPARED

September 18, 2024

Agency KPI: To ensure a stable and fulfilled workforce, Metrocare will maintain a 25% or less employee turnover rate.

Current Month (turnover for July) – 1.81%
Rolling 12-month Performance: 18%
Goal: 25.0%
Baseline: 21.0%
Measurement Tool: Paycom Report (Trailing 12 months)
Pillar: Engaged Employee
Objective: Fulfilled Workforce

Departmental Goal:

To ensure a trained and competent workforce that adheres to regulatory expectations, Metrocare will maintain a 95% or greater completion rate of Texas Administrative Code Training/Testing Requirements.

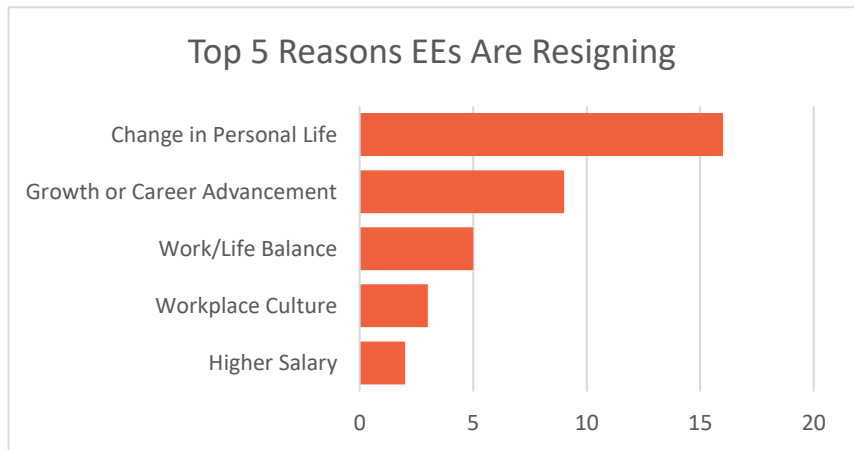
Monthly Performance: 97%
Goal: 95.0%
Baseline: 96%
Measurement Tool: HR reporting system
Pillar: Engaged Employees
Aligned Objective: Professional Development

Current Workforce			
Total Employees	Full-time Employees	PRN	Part-time
1106	1054	36	16

Recruiting Comments		
Current Open Positions	Replacements	New Positions
124	78	46

New Hires and Separations		
	New Hires	Separations
Current Month	17	20
Rolling 12 Months	310	228

Voluntary and Involuntary Separations		
	Voluntary Separations	Involuntary Separations
Current Month	18	2
Rolling 12 Months	185	43



Time to Fill - average	
Current Month – Total Agency	63 days
LIDDA	25 days
MH	80 days
CCAM/ECI	26 days
Admin	85 days

Bilingual Case Management Staff	
Current Month	18%

Employees Participating in Medical Plan

	Participation % of FT
Current Month	82%

Employees Participating in Retirement Plan

	Participation %
Current Month	83%

Monthly Service Anniversaries

Employee Name	Department	Position	# Years
LYNETTE M. SALAZAR	422-HEALTHY TRANSITIONS [422]	SPECIALIST ASSESSMENT SAMHSA	5
NAOMI REVELS	544-LIFENET REGIONAL SPT [544]	SUPPORT BUSINESS II	5
AKIA OVERTON	554-LIFENET-PSH-HUD161 [554]	ASSISTANT CLINICAL MANAGER HOUSING	5
KELWYN L. HILL	729-BEHAVIORAL PSYCH SVCS [729]	SUPPORT BEHAVIOR FELLOW	5
SHAZIA BASIT	357-SAMUELL AOP [357]	DIRECTOR MEDICAL	10
REGINA J. BATTLE	357-SAMUELL AOP [357]	QMHP ADULT OUTPATIENT	10
AARICA N. WATSON	338-SNOP - ACT [338]	MANAGER CLINICAL ASSISTANT	15

Respectfully Submitted,

Ariana Rosado

Ariana.Rosado@metrocareservices.org



BOARD COMMUNICATION

AGENDA ITEM Facilities Planning & Construction Updates	BOARD MEETING DATE September 26, 2024
PREPARED BY Kevin J. Boyd – Chief Facilities Planning & Construction Officer	DATE PREPARED September 17, 2024

Capital Projects

Hillside Campus

The project is approximately 45% complete.

Construction schedule is on track for substantial completion to occur on September 4, 2025

LK-SNOP Campus

The preliminary cost estimate prepared by Birch Construction was significantly beyond our planned project budget. As such, we have paused design and pre-construction activities. We are currently reviewing our programming and space plans.

9696 Skillman

Most of the tenants with month-month leases have vacated the building and we are working to accommodate the remaining tenants. The Housing team was moved into a space on the third floor. We are currently working on a preliminary space plan for the vacant space and will commence programming and design in the coming weeks.

9708 Skillman

Housing's move to 9696 Skillman allowed for the addition of Child & Adolescent SUD services to this location. We have completed a preliminary space plan and will commence programming and design in the coming weeks.

Respectfully submitted,

Kevin J. Boyd

kevin.boyd@metrocareservices.org



BOARD COMMUNICATION

AGENDA ITEM Clinical Services Division Report	BOARD MEETING DATE September 26, 2024
PREPARED BY Judith Hunter, M.D., Chief Medical Officer	DATE PREPARED September 16, 2024

Report for Clinical Services Division August 2024

Medical Staff Services

- Child and Adolescent Psychiatrist Medical Director position at the Samuell C&A clinic remains vacant. Recruitment efforts by both internal and external recruiters continue.
- Dr. Kehinde Obikoya, Medical Director of the SNOP clinic, and Director of the Forensic Psychiatry Program at UTSW, was awarded the prestigious American Academy of Psychiatry and the Law's Award for Best Teacher in a Forensic Psychiatry Program. Dr. Obikoya will be recognized at AAPL's annual meeting in October.
- Psychiatric evaluations completed within 14 days of authorization: 92.8%
- Same day psychiatric evaluations: 87.3%

Developmental Disability Provider (DDP):

- ECI: 550 children received comprehensive services.
Metrocare received notification on August 30, from the Texas Health and Human Services Commission that Metrocare's ECI program performance met or exceeded the state-wide average, considering all compliance indicators across the network of Texas ECI providers. The ECI team was commended on average monthly enrollment which exceeded the contracted performance target and our ability to continue providing quality services to all eligible children.
- Developmental Disability Provider (DDP): 495 unique individuals served.
- Total of unique individuals served: 1045

Stephen A. Cohen Military Family Clinic at Metrocare

- FY #9 started May 1, 2024. 313 new episodes of care have been initiated year-to-date and 348 unique individuals received services during the month of August.
- The new episode of care (EOC) goal for FY 9 has not yet been provided by Cohen Veterans Network.

Altshuler Center for Education and Research

- Fiscal YTD unique trainees through ACER: 532

148758

FY 2024 KEY PERFORMANCE INDICATORS

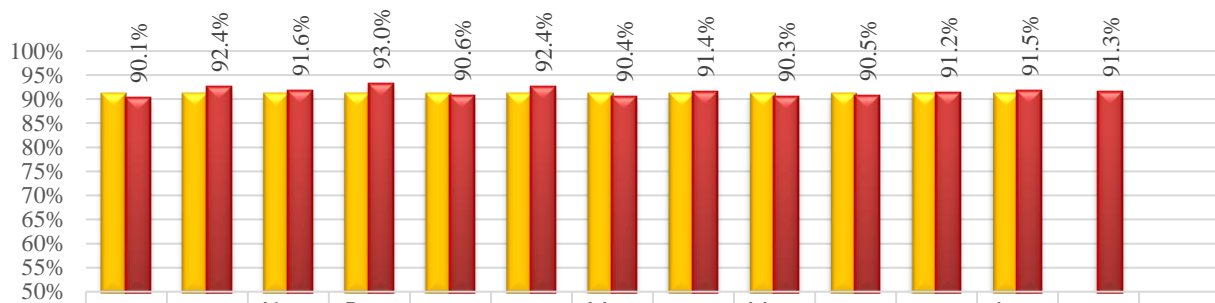
August 2024

KPI 4: To grow the mission of the Center and to ensure timely access to services, the Metrocare mental health division will complete 91% of diagnostic interviews with medication services within seven days of intake.

Goal: 91.0%

Progress: 91.5% (Average YTD 91.3%)

Psychiatric Evaluations Completed Within 7 days of Intake



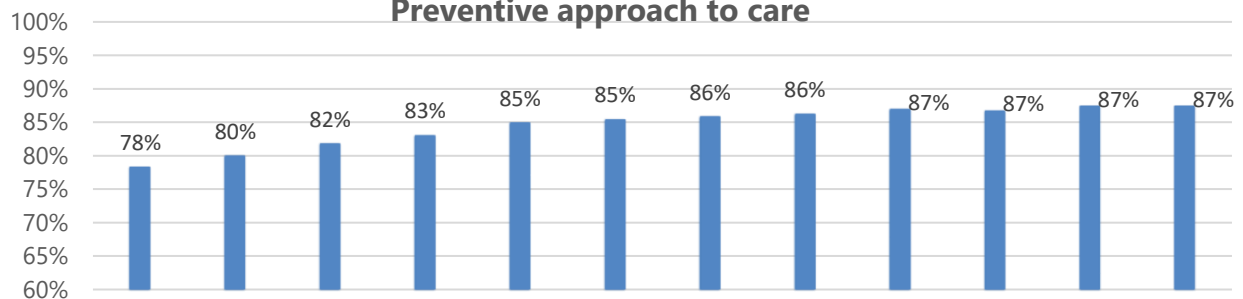
■ Target	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	
■ Progress	90%	92%	92%	93%	91%	92%	90%	91%	90%	91%	91%	92%	91.3%

KPI 5: To further Metrocare’s preventive approach to care, 83% of adult individuals in service who screen positive for unhealthy alcohol use will receive a brief intervention by a licensed clinician.

Goal: 83.0%

Progress: 87.4%

Preventive approach to care



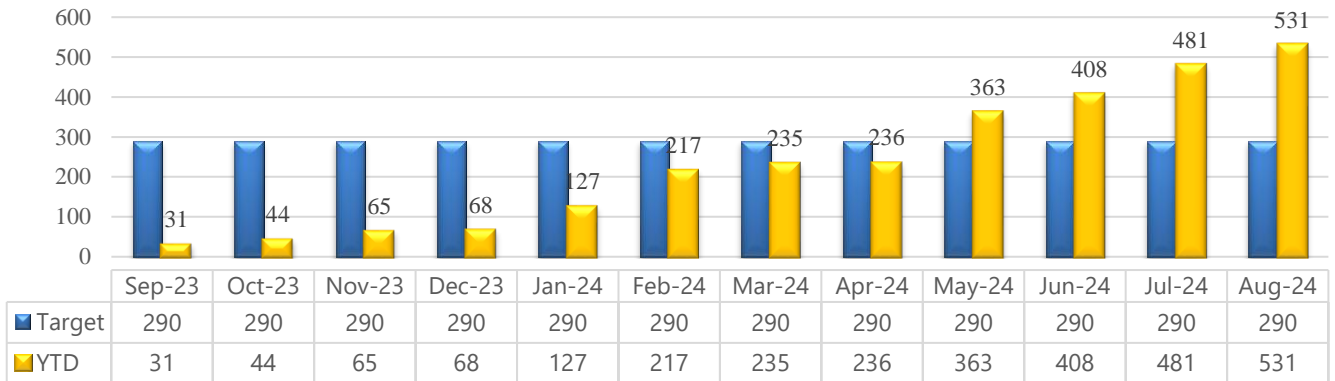
■ Progress	78%	80%	82%	83%	85%	85%	86%	86%	87%	87%	87%	87%
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KPI 6: To support workforce development in Community Mental Health, Metrocare will train 290 clinicians through the ACER Training Program per year.

Goal: 290

Progress: 531

Altshuler Center for Education Total Annual Trainees



Respectfully submitted,

Judith Hunter, MD

Judith.hunter@metrocareservices.org



BOARD COMMUNICATION

AGENDA ITEM Mental Health Division Report	BOARD MEETING DATE September 26, 2024
PREPARED BY Jennifer Wadsworth, Chief Clinical Officer	DATE PREPARED September 17, 2024

Engaged Employees:

- Internal Assertive Community Treatment (ACT) Conference for implementation of the Tool for Measurement of ACT (TMACT) Model.

Innovative Collaborators:

- Lancaster ISD was featured on the news and highlighted their partnership with Metrocare. As part of our Empower program, we have staff co-locating at Lancaster, Duncanville, and Richardson ISD.
- NTBHA award for expansion of evidence-based practices, including TMACT, Cognitive Processing Therapy (CPT), Trauma Focused CBT (TF-CBT) and Applied Suicide Intervention Skills Training (ASIST).
- SAMHSA Drug Court - Metrocare's Treatment and Recovery Drug Court Program population of focus is adults who have been diagnosed with a co-occurring mental health and substance use disorder and have criminal justice involvement. The population will be supported in resolving felony substance abuse related charges by completing a recommended course of treatment while under the supervision of the Dual Diagnosis Drug Court of Dallas County (DDDC). Services will enhance the aftercare treatment available to support participants in a successful transition back into the community following the completion of a six-month stay in a court-ordered residential treatment program and move forward on the path to recovery.
 - Key community partners include Gateway Foundation, Dallas County Community Supervision and Corrections Department, Dual Diagnosis Aftercare/Dual Diagnosis Court.
- SAMHSA AOT - Metrocare's Assisted Outpatient Treatment (AOT) population of focus is adults with a severe mental illness who are under civil court commitment by Dallas County to attend community-based mental health treatment. The AOT program will provide services rooted in the Assertive Community Treatment (ACT) model to support the prevention and reduction of hospitalizations and incarcerations by increasing access and connection with psychiatric services.
 - Key community partners include Dallas County Probate Court #3/ Mental Illness Court, The South Dallas Employment Project, AIDS Services of Dallas, Dallas Police Department, Terrell State Hospital, UT Southwestern Medical Center.
- Dallas County Opioid Abatement Funds - Metrocare's expanded Adolescent Outpatient Substance Use Disorder Treatment Program focuses on increasing service capacity. **148761**

integrating evidence-based, trauma-informed, and culturally responsive interventions for adolescents in Dallas County struggling with substance use disorders. The program supports the community with increased access to Medication Assisted Treatment, Intensive Outpatient Programs, and Community Prevention workshops.

- Key community partners include Dallas County and Parkland Health.

Respectfully submitted,

Jennifer Wadsworth, LPC-S, MBA

Jennifer.wadsworth@metrocareservices.org

FY 2024 KEY PERFORMANCE INDICATORS

KPI 7: To ensure continuity of care, at least 52% of reported hospital discharges (ER and in-patient behavioral health) will receive a follow up appointment from Metrocare clinical staff within 30 days of the discharge.

Rolling 12 Month Performance – 56.8%

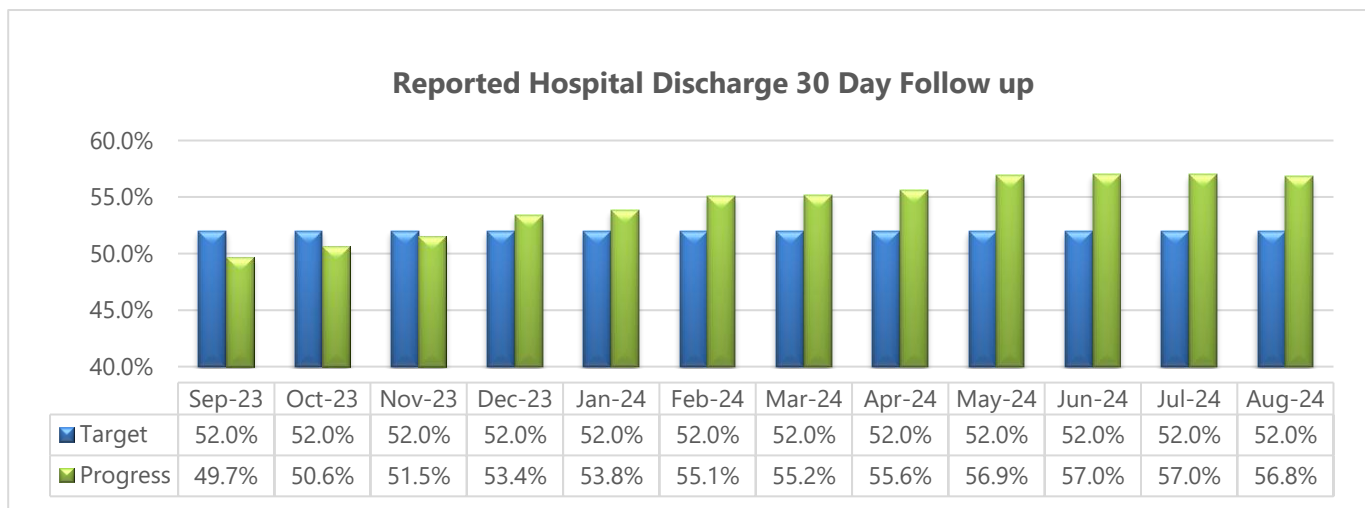
Goal: 52.0%

Baseline: 49.0%

Measurement Tool: 30-day Hospital Report

Pillar: Quality of Care

Aligned Objective: Client Improvement



KPI 8: To meet community need, Metrocare will increase the number of unique individuals receiving mental health services by 1% year over year.

Progress: 40,298

Goal: 41,684

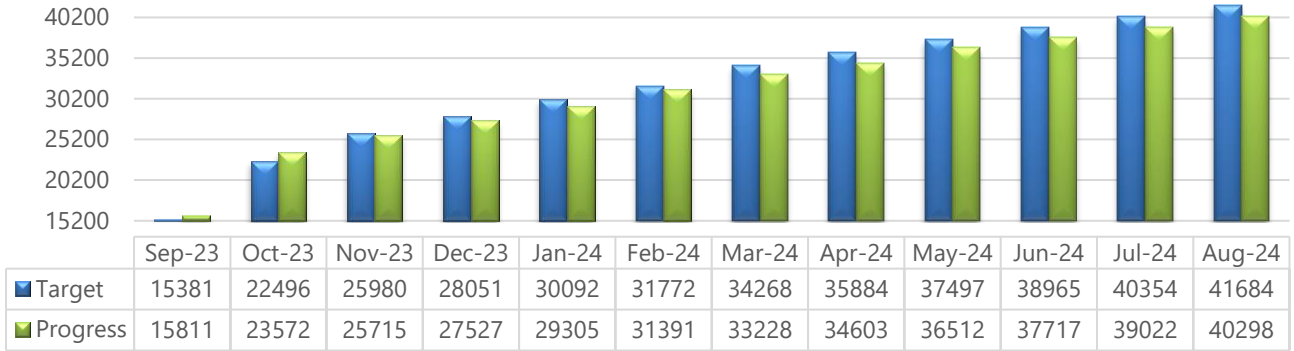
Baseline: 41,271

Measurement Tool: MARS

Pillar: Thriving Agency

Aligned Objective: Meeting Community Need

Number of Unique Individuals receiving MH Services



KPI 9: To ensure Metrocare’s effective utilization of clinical staff in the service of client’s progress, the mental health division will meet and/or exceed a 93% clinical productivity benchmark.

Monthly Progress: 91.1%

Goal: 93.0%

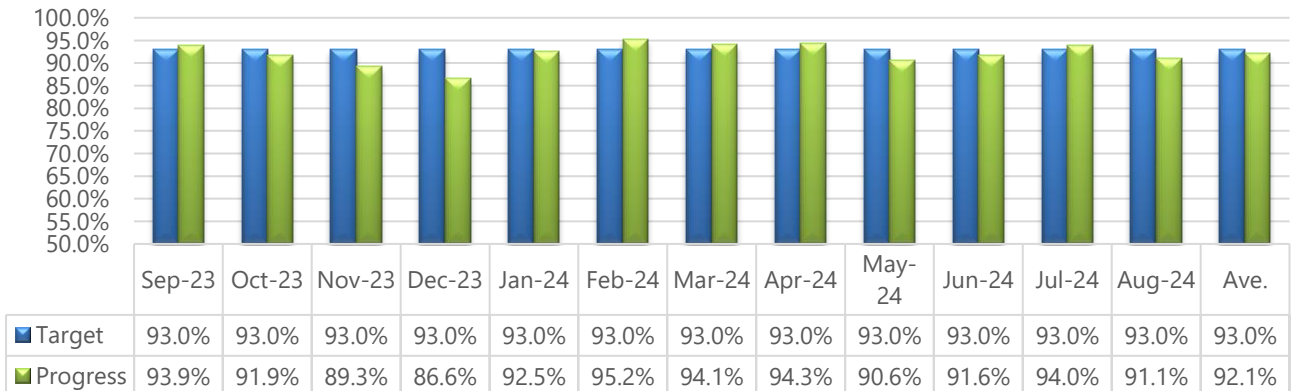
Baseline: 93%

Measurement Tool: Productivity Report

Pillar: Quality Care

Aligned Objective: Client Improvement

MH Division Clinical Productivity Rate



EXECUTIVE SESSION:

Announcement of Closed Session in Accordance with Texas Government Code:

§ 551.074 – CEO’s FY24 and FY25 compensation and incentive payments as outlined in the August 2023 contract

RETURN TO OPEN SESSION:

ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION:

Approval of the CEO’s FY24 and FY25 compensation and contractual incentive payments

ADJOURNMENT