# INTER-LOCAL AGREEMENT
# BETWEEN NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY AND NAVARRO COUNTY, TEXAS

## MATCHING FUNDS

This Matching Funds Interlocal Agreement ("Contract"), is made and entered into, by and between the following Parties:

- **Navarro County, Texas** (or "County") located at 300 West Third Avenue, Suite 102, Corsicana, Texas 75110 and,
- **North Texas Behavioral Health Authority** ("NTBHA" or "LBHA"), the Local Behavioral Health Authority under the applicable provisions of Chapter 533 and 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the "Local Authority") located at 8111 Lyndon B. Johnson Freeway, Suite 900, Dallas, Texas 75251;

## RECITALS

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

WHEREAS, County is a corporate and political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

WHEREAS, HHSC shall make quarterly payments to NTBHA, as described in the Authority Contract between the State and the LBHA; and

WHEREAS, County desires to contribute local funds to NTBHA to support the delivery of services in the local service area.

NOW, THEREFORE, in consideration of the premises, promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the Parties hereto as follows:

## I. PURPOSE

This Contract sets forth the obligations of each with respect to the support and delivery of behavioral health services to the following individuals: (i) those residing in Navarro county; (ii) those found in Navarro County; and (iii) those receiving behavioral health services pursuant to court order.

## II. TERM

The initial term of this Contract shall be for FY2027, a period of twelve (12) months commencing on September 1, 2026, through August 31, 2027, and may be renewed annually upon the mutual agreement of the Parties. Any future renewals shall set forth the funding intentions for such renewal periods.

## III. NOT TO EXCEED AMOUNT

Docusign Envelope ID: 0BE2A56F-593F-8F4D-8128-9B4A7B6099B6

County agrees to provide the total amount of **$97,681.05** to NTBHA. Such payments are strictly contingent upon the adequacy of service delivery as solely determined by the Navarro County Commissioners Court.

## IV. OBLIGATIONS OF THE PARTIES

If quarterly payments are made, then County shall make four (4) payments to NTBHA in the following amounts:

September 2026 through August 2027:
Quarter 1: $24,420.26
Quarter 2: $24,420.26
Quarter 3: $24,420.26
Quarter 4: $24,420.27

NTBHA shall provide to County the following assurances:

(1) the delivery, at a minimum, of at least the same level of behavioral health services described more particularly in Exhibit "A" attached hereto and incorporated herein for all purposes;
(2) HHSC shall monitor the LBHA, who executed a contract with the State of Texas to provide for the delivery of behavioral health services under the NTBHA Program, to ensure performance in accordance with the terms and conditions as set forth in its contract which is incorporated herein for all purposes; and
(3) the compliance of NTBHA with all of the requirements as set forth in this agreement and the NTBHA operations agreement approved by the HHSC.

## V. RIGHTS RESERVED

NTBHA agrees and acknowledges by its signature to this agreement that the payments made by County as set forth in Paragraph III-IV above are made as a direct result of the Navarro County Commissioners Court decision to augment services to the citizens of Navarro County. Therefore, County reserves the right to withhold payment or a portion thereof or require NTBHA to return any unallocated prepaid amounts on a pro rata basis for NTBHA's failure to comply with the material terms of this agreement, following thirty (30) days written notice to NTBHA.

Notwithstanding any of the Articles contained herein, this Agreement is expressly contingent upon the availability of funding for each obligation contained herein for the term of the Agreement and any extension hereto. NTBHA shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years.

## VI. ACCESS TO RECORDS AND INFORMATION

NTBHA agrees to furnish to County compilations of reports submitted to NTBHA and the State relating to the LBHA's performance, as may be requested by County. NTBHA will not release any client information confidential by federal or state law or regulation.

Docusign Envelope ID: 0BE2A56F-593F-8F4D-8128-9B4A7B6099B6

## VII. NON-WAIVER

In no event, shall any payment made by County or any act or omission of the County constitute or be construed in any way to be a waiver by the County of any breach or default of this agreement which may then have been or subsequently be committed by NTBHA. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to the County to enforce its rights, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of the County may waive the effect of this provision.

## VIII. RELATIONSHIP BETWEEN PARTIES

The relationship between the Parties is solely that of independent contractors and nothing in this agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture.

## IX. PARTIES' PERFORMANCE

County and NTBHA agree to perform all functions and services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, local laws, ordinances, rules and regulations relating to the services provided under this agreement.

## X. CONFLICTS OF INTEREST

NTBHA warrants that no officer, director, employee, agent or consultant of the aforementioned Party who exercises any function or responsibility with respect to this Agreement will obtain any personal or financial interest or benefit from the work performed under this Agreement and no officer, director, employee, agent or consultant of the aforementioned Party shall solicit or accept gratuities, favors or anything of monetary value from County.

## XI. ASSIGNMENT

Parties shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of all Parties.

## XII. AMENDMENTS OR MODIFICATION

This agreement shall not be amended or modified except by written agreement executed by duly authorized representatives of NTBHA and COUNTY.

## XIII. SEVERABILITY

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected, or impaired, and such remaining provisions shall remain in full force and effect.

## XIV. TERMINATION

Either of the Parties shall have the right, in each party's sole discretion, with or without cause, to terminate this agreement by giving the other party thirty (30) days written notice of its intention to terminate.

## XV. NOTICE

Any notice or certification provided for in this Agreement to be given by either party to the other

Docusign Envelope ID: 0BE2A56F-593F-8F4D-8128-9B4A7B6099B6

shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

| **To County:** | **To Authority:** |
|---|---|
| Navarro County Courthouse | NTBHA, attn: CEO |
| 300 W. Third Ave., Suite 102 | 8111 LBJ Fwy., Suite 900 |
| Corsicana, Texas 75110 | Dallas, Texas 75251 |

## XVI. VENUE & GOVERNING LAW

This agreement is expressly made subject to County's and NTBHA's Sovereign Immunity, Title 5, Texas Civil Practice and Remedies Code. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

## XVII. FORMAL APPROVAL

This agreement is expressly subject to and contingent upon formal approval by the Navarro County Commissioners Court.

## XVIII. ENTIRE AGREEMENT

This agreement constitutes the entire Contract between the Parties with respect to the subject matter hereof, and other written or oral prior agreements, contracts, proposals, representations, statements, negotiations, understandings, or assurances are superseded hereby.

**THIS AGREEMENT IS EXECUTED AS OF THE LAST DATE SIGNED BELOW.**

**NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY**

Carol E. Lucky
Signature

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

9/24/2026
Date Signed

**COUNTY OF NAVARRO, TEXAS**

Colby W. Karhan
Signature

Hon. Colby Karhan, County Judge
Printed Name and Title

10-13-24
Date Signed

Docusign Envelope ID: 0BE2A56F-593F-8F4D-8128-9B4A7B6099B6

# EXHIBIT A

The LBHA agrees that all NTBHA covered services are to be included within the overall scope of treatment options available for residents of the County who qualify for NTBHA services:

## Facility-Based Providers

1. Freestanding psychiatric facility.
2. General acute facility that delivers behavioral health services.
3. State psychiatric facility.
4. Comprehensive Mental Health Providers.
5. Outpatient chemical dependency treatment program.
6. Outpatient chemical dependency detoxification program.
7. Inpatient chemical dependency detoxification program.
8. Specialized female chemical dependency treatment program.
9. Intensive outpatient chemical dependency treatment program.
10. Residential chemical dependency treatment program.
11. Pharmacotherapy program.
12. Dual Diagnosis, including Detoxification, Program.
13. Crisis Hotline Services.
14. Mobile Crisis Outreach Teams, or MCOT.