**MEMORANDUM OF AGREEMENT (MOA)**
**Inter-local Government Agreement**

**Helen Farabee Centers**
is a non-profit governmental entity headquartered in Wichita Falls, Texas, established in TITLE 7. Mental Health and Intellectual Disability, Subtitle A. Chapter 534 Subchapter A. of the Texas Health and Safety Code. Helen Farabee Centers provides community-based services to adults and children residing in the counties of: Archer, Baylor, Childress, Clay, Cottle, Dickens, Foard, Hardeman, Haskell, Jack, King, Knox, Montague, Stonewall, Throckmorton, Wichita, Wilbarger, Wise, and Young.

**This Memorandum of Agreement (MOA) is effective as referenced above, by and between:**

**Helen Farabee Centers ("Center")**
P. O. Box 8266
Wichita Falls, TX 76307
acting by and through its Executive Director

and

**Clay County ("Agency")**
P.O. Box 548
Henrietta, TX 76365
acting by and through its role as a Sponsoring Agency of the Center per the Interlocal Governmental Agreement effective September 1, 1998.

This MOA sets forth the terms and conditions under which the Center will provide Public Behavioral Health and Intellectual Disability Services pursuant to the authority contained in the Texas Health and Safety Code, Section 534.

**County agrees to:**

1. Allow the Helen Farabee Centers to supervise and administer Behavioral Health Services at Center's location(s) in compliance with appropriate standards.

2. Center Contacts are as follows:
   Contracts Manager, Angela Dove, 940.397.3116, dovea@helenfarabee.org
   Executive Director, Gianna Harris, 940.397.3355, harrisg@helenfarabee.org
   Associate Executive Director, Andrew Martin, 940.397.3333, martina@helenfarabee.org

   or by mail at
   P. O. Box 8266
   Wichita Falls, TX 76307

3. We are now letting each county know their full calculated matching fund amount per HHS guidelines. These matching county funds are what the state requires each LMHA to ask for to

complete our annual budgets. If a county has increased its support toward these requested amounts, thank you! If a county is unable to meet the full amount requested, we would appreciate any incremental increases toward that amount this year.

**a) Requested contribution per HHS guidelines: $28,124.62**

4. Contribute support for Center's services made available for Agency's residents, as follows:
**a) Cash contribution in the amount of:**

1) $__0_____(please fill in when you sign)

and/or

**b) In-kind contribution, as follows:**

1) $16,538.40 annual in-kind match for office space and utilities located at 412 West South Street, Henrietta, Texas, suitable for efficient operation of a new HFC Satellite in Henrietta, TX.
2) $15,336.00 annual in-kind match for maintenance, repairs and other expenses.

The total value of cash contribution and in-kind support from Agency to Center is:

**$___31,874.40_____** (please fill in when you sign)

**Center agrees to:**

1. Provide sufficient staff to offer Behavioral Health Services in Clay County. Services have traditionally been provided at Wichita Falls. Clay County and HFC agree to operate a new satellite location using the location in 4. B. 1, which is being provided by the county as an in-kind contribution. The Satellite will be open 1 day per month unless both parties agree to increase this frequency based on demand and availability of HFC staff.

2. The Center will provide Behavioral Health Services to the residents of Clay County. All services will be in compliance with the standards set forth in Texas Department of State Health Services Rules and Community Standards.
   a. All services will comply with the standards set forth in the Texas Department of State Health Services and the Texas Department of Aging and Disability Services in the Texas Health and Safety Code and the Texas Administrative Code.
   b. The Center will provide Behavioral Health outreach, hotline, screening, extended observation, psychiatric examination, assessments, routine case management, counseling, peer support, respite services, crisis, medication training and support, psychosocial rehabilitative, skills training and development, laboratory tests, and for those hospitalized, continuity of care/discharge planning.

c. The Center will provide Eligibility Determination, Case Management, respite, nursing, behavioral supports, day habilitation, community supports, supported employment services to individuals with Intellectual Disabilities and Related Conditions.
d. The choice of and admission to medically necessary services is determined jointly by the individual seeking service, the Center, and State Eligibility Criteria set by the Texas Department of State Health Services and the Texas Department of Aging and Disability Services.
e. The Center may delegate another entity to perform some or all of the Behavioral Health Services and Intellectual Disability Services described herein.
f. In addition to the annual support received by the County, the Center will provide the necessary resources to provide services as described in this MOA. However, services may be limited, reduced, or individuals placed on waiting lists depending on funding availability.

3. Furnish all staff and program monies to support local service delivery including staff training, travel monies, cost for medications, laboratory, and other medical supplies.

4. Provide services in or from other locations, including:
a) Crisis Hotline for all local residents,
b) residential options,
c) laboratory testing,
d) psychological testing as deemed necessary,
e) continuity of care/discharge planning for those hospitalized, and
f) all other available services provided by Center, upon eligibility.

5. Continually promote and upgrade communications and services allowing both the Community and Center to offer quality services to residents of Center's catchment area.

6. Regarding Service Fees:

a. Fees charged and collected from residents or 3rd parties for services shall be retained by Helen Farabee Centers.
b. No one is refused services solely on inability to pay.

7. The Center must treat all information that is obtained through the performance of services included in the MOA as confidential information under state and federal laws, rules, and regulations, including the HIPAA Privacy and Security Rule, governing the use and disclosure of Member Protected Health Information (PHI).

8. While performing the services described in the MOA, the Center will require it's employees and contractors to conduct themselves in a businesslike and professional manner.

9. The Center shall designate a local point of contact for Clay County each year for communication regarding the services provided under this agreement. The Center shall provide the name, title, and contact information of this individual in writing to the county no later than September of each year.

10. The Center and county enter into an Agreement in which the Center will provide routine behavioral health services to inmates of Clay County Jail (i.e., standard outpatient services that are in addition to any other crisis-related services). At the jail's discretion, services can be provided by a clinician face-to-

face at a designated secured location at the jail OR remotely by video by a qualified clinician when possible OR at CENTER's clinic location (requires jail staff to transport). Prescriber services will be provided by video as these staff cannot travel to every jail location.

A. Context: Routine Behavioral Health Services provided by CENTER staff at the jail or remotely by video to an inmate located at the jail are not covered by CENTER's General Revenue dollars, per HHSC Technical Assistance Memo to Sheriffs and Jail Administrators dated 7/19/2019 (attached). Therefore, an agreement is required to provide anything but crisis-related services at the jail or by video to an inmate physically located at a jail.
    a. Crisis-related services (already paid for by Centers contract with HHSC) include:
        i. A crisis screening
        ii. A crisis assessment
        iii. A recommendation regarding level of care required to resolve a crisis situation
    b. Routine Behavioral Health Services include all other provider services within each inmate's authorized level of care. This typically includes
        i. Case Management visits for recurrent assessment and Recovery Planning
        ii. Psychiatric Prescriber visits to initiate and manage medications
        iii. Associated required labs
B. Services provided to inmates at the jail via video require some basic equipment and internet connection provided by the Jail (e.g., an iPad or other tablet, a laptop with minimum power/ memory requirements, etc.). Center staff will work with jail staff to set up the equipment and connections. If Center has any surplus or designated equipment, this can be used as a first option.
C. Invoicing and Payment for Routine Behavioral Health Services
    a. Under this Agreement, CENTER will invoice county monthly for these services based on the attached fee schedule. Additional medication costs will be included in the invoice.
    b. A discounted rate will be applied to this invoice and that rate is based on the county's percentage of contributed in-kind or cash match (see Section 3, a)/b).
        i. Example: if a county's full requested match amount is X and the county contributes 50% of X, then the discounted rate applied to the jail services invoice is 50%.
        ii. If the county's discount is 100%, this Agreement moves to a "no invoice" methodology – neither the county nor the Jail will be invoiced for fully discounted services (including medication costs). The Center will maintain a record of services provided and all discounted related costs for future reference.
D. Clay County's matching contribution percentage is 113.33%. The discount rate applied to the jail service agreement is 100%.

**County agrees to:**

1. Furnish offices suitable for efficient operation of the center as to not impede the normal operation of the facility in order for the center to conduct its normal day to day operations and to meets its clients'

needs, including but not limited to utilities (gas, electricity and sufficient water), postage and office supplies.

2. The County authorizes the Center to supervise and administer Behavioral Health Services when needed to any resident of Clay County.

**It is mutually agreed that:**

2. Fees charged and collected from residents for services shall be retained by Center. No one is refused services solely on inability to pay.

3. This Agreement shall be a continuing agreement until either party desires to revise or cancel the agreement.

4. A review of this Agreement will be conducted annually for the purpose of making revisions that might be required; either party may request an additional review at any time.

5. This Agreement may be canceled by either party by giving written notice to the other party thirty (30) days in advance.

**Correspondence regarding this Agreement should be directed to:**

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|---|---|
| Clay County | Center |
| Judge | Angela Dove, Contracts Manager |
| Email _____ | dovea@helenfarabee.org |
| 940-538-4651 | 940.397.3116 |

*Duly authorized signatories for each party:*

| | |
|---|---|
| **Agency** | **Helen Farabee Centers** |
| Signature | Signature |
| Mike Campbell<br>Printed Name | Gianna Harris |
| County Judge | Executive Director |
| July 27, 2026 | 07/28/2026<br>Date |