

STATE OF TEXAS § FY 2024 CONTRACT BETWEEN TARRANT COUNTY
 § AND MHMR OF TARRANT COUNTY FOR THE R.A.P.P.
COUNTY OF TARRANT § PROGRAM

WHEREAS, the County of Tarrant, State of Texas (hereinafter referred to as COUNTY) recognizes the need to provide behavioral health/intellectual disability services to persons with a serious and persistent mental illness who are currently on probation or parole with at least one (1) year left to complete their sentence which is the purpose of the Rehabilitative Alternative for Probationers and Parolees (R.A.P.P.) program; and

WHEREAS, MHMR of Tarrant County (hereinafter referred to as MHMRTC) provides behavioral health/intellectual disability services to individuals in Tarrant County and the COUNTY desires to provide this behavioral health/intellectual disability service through the auspices of MHMRTC; and

WHEREAS, the COUNTY has received \$64,500.00 for fiscal year 2024 from the Tarrant County Hospital District for the provision of this service and MHMRTC desires to provide R.A.P.P. program services to those eligible offenders who reside in Tarrant County; and

WHEREAS, MHMRTC desires and agrees to provide such services for a fee. Now therefore, the parties mutually agree and contract as follows:

1. The term of this Contract shall be from October 1, 2023 through September 30, 2024.
2. MHMRTC agrees to provide behavioral health/intellectual disability services through the R.A.P.P. program throughout the County of Tarrant to the extent funds are available under this Contract and further, to the extent any matching funds are or become available from other sources.
3. COUNTY agrees to pay to MHMRTC the sum of Sixty-Four Thousand Five Hundred Dollars (\$64,500) for the provision of these services.
4. MHMRTC agrees to utilize these funds only as grant match for R.A.P.P. funds or other activities directly associated with the R.A.P.P. program. Any funds not expended, or encumbered, by the end of the contract period or upon termination shall be returned to COUNTY.
5. The COUNTY and MHMRTC find that the consideration is adequate that this Contract allows for the efficient provision of such services by MHMRTC and this undertaking is necessary for the benefit of the public.
6. MHMRTC agrees to provide the COUNTY, upon thirty (30) days written notice, access to all records which in any manner relate to the program, with appropriate measures having been taken if needed to comply with applicable law regarding the confidentiality of medical and/or mental health information. Furthermore, the COUNTY reserves the right to audit the program upon which these funds are expended.

7. MHMRTC agrees to maintain accurate programmatic and fiscal records regarding the services provided and the expenditure of funds made hereunder and shall render to the COUNTY a detailed quarterly report, within thirty (30) days after the expiration of each calendar quarter, detailing the manner in which such funds were expended.
8. In the event MHMRTC employs any subcontractor to provide a service hereunder, it shall require said subcontractor to comply with the requirements of paragraphs #6 and #7 above.
9. The COUNTY may terminate this Contract upon thirty (30) days written notice, with or without cause, and at no penalty or expense to the COUNTY.
10. MHMRTC agrees that no member of the Board of Trustees of MHMRTC, no officer of MHMRTC and no staff member of MHMRTC may directly or indirectly receive any pecuniary interest from a contract entered into by MHMRTC. This paragraph shall not be construed to prevent the payments of salary for those persons who are employees of the MHMRTC.
11. If there are any funds remaining unexpended and unencumbered at the conclusion of this Contract or upon termination, such funds shall be refunded to the COUNTY.
12. The Parties agree to abide by all local, state and federal laws, and abide by all applicable regulatory, licensing and accrediting agency requirements.
13. Both parties acknowledge and agree that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code § 2252.908 is required.
14. MHMRTC verifies that it, and any subcontractor utilized pursuant to paragraph 8, does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001.

SIGNED AND EXECUTED this _____ day of _____,

COUNTY OF TARRANT STATE
OF TEXAS

Tim O'Hare
County Judge
Tarrant County Commissioners Court

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

MHMR OF TARRANT COUNTY

DocuSigned by:
Susan Garnett

Chairman, Board of Trustees or
Authorized Agent
Susan Garnett

CEO

Date: 10/11/2023
