

STATE OF TEXAS § **CONTRACT BETWEEN TARRANT COUNTY**
 § **AND MHMR OF TARRANT COUNTY**
 § **FOR THE LAW LIAISON PROGRAM -**
COUNTY OF TARRANT § **– General Fund FY 2023**

WHEREAS, the County of Tarrant, State of Texas (hereinafter referred to as **COUNTY**) recognize a need to provide countywide behavioral health/intellectual disability services; and

WHEREAS, the **COUNTY** desires to provide certain behavioral health/intellectual disability services through the auspices of MHMR of Tarrant County (hereinafter referred to as **MHMRTC**); and

WHEREAS, the **COUNTY** has budgeted \$521,827.00 for fiscal year 2023 from the Tarrant County General Fund for the provision of these services and will use other sources of funds for the program which are contracted separately; and

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

1. The term of this Contract shall be from October 1, 2022 through September 30, 2023.
2. **MHMRTC** agrees to provide behavioral health/intellectual disability services throughout the County of Tarrant through the “Law Liaison Program” as set forth in *Exhibits A, B, C and D* (attached hereto) 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** shall pay to **MHMRTC** within 30 days of receipt of the monthly billing and programmatic reporting (see paragraph #6), for the provision of services pursuant to the contract. The billing and reporting shall be received by the Tarrant County Auditor by the 15th day of the month for the prior month during the contract term. Monthly billings shall be for actual expenses only. Under no circumstances shall the **COUNTY** pay more than \$521,827.00 for services performed by **MHMRTC** pursuant to this Contract during the contract period.
4. The **COUNTY** finds that the consideration is adequate that this Contract allows for the efficient provision of such services by **MHMRTC** and that this undertaking is necessary for the benefit of the public.
5. **MHMRTC** agrees to provide the **COUNTY**, upon thirty (30) days written notice, access to all records which in any manner relate to the programs detailed in *Exhibits A, B, C and D* 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 those programs upon which these funds are expended.

- 6. **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 monthly report, within fifteen (15) days after the expiration of each calendar month, detailing the manner in which such funds were expended. All funds must be expended according to *Exhibit C* (Personnel Costs) and *Exhibit D* (Budget Summary).
- 7. In the event **MHMRTC** employs any subcontractor to provide a service hereunder, it shall require said subcontractor to comply with the requirements of this Contract.
- 8. 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**.
- 9. **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**.
- 10. 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**.
- 11. The Parties agree to abide by all local, state and federal laws, and abide by all applicable regulatory, licensing and accrediting agency requirements.
- 12. **MHMRTC** verifies that it, and any subcontractor utilized pursuant to paragraph 7, does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001.

SIGNED AND EXECUTED this _____ day of _____, 2022.

**COUNTY OF TARRANT
STATE OF TEXAS**

Honorable B. Glen Whitley
County Judge

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 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
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Chairman, Board of Trustees or
Authorized Agent
Susan Garnett

CEO

Date: 10/21/2022

“Exhibit A”

**CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR LAW LIAISON PROGRAM**

Program Description

The goal of the program is to enhance coordination between law enforcement and mental health agencies to prevent the inappropriate incarceration of persons with mental impairments and encourage participation in treatment services. To follow is a description of the program developed through this collaborative process.

Primary Components:

1. **Specialized training of law enforcement officers** on two (2) levels: a) a brief training suitable for the general patrol officer that covers techniques for identifying and interacting with persons with mental impairments to promote safety in the initial police response, and b) a more intensive training for “Special Needs Officers.” A multi-disciplinary task force developed the brief, four-hour curriculum and it is TCLEOSE certified. The Special Needs Officers training takes three-days to complete and is also TCLEOSE certified. A team comprised of law enforcement and mental health personnel conducts all training.
2. **A cadre of Special Needs Officers** who will assist other officers with calls involving persons with mental impairments. Once a decision not to arrest has been made, these officers will work closely with the law liaison team to evaluate the individual’s needs, determine the most appropriate diversion resources, and carry out that diversion.
3. **A law enforcement/mental health liaison team** will assist officers in finding and accessing the services needed to complete a mental health diversion. The liaisons will communicate and coordinate with public/private mental health and social service agencies to facilitate successful and timely completion of law enforcement referrals. The liaisons are employees Mental Health and Mental Retardation of Tarrant County, but will be supervised by an inter-agency management team.
4. **Coordination among mental health service providers** to create a network of service that law enforcement officers can access when they do not believe arrest is deserved. This network, coordinated by the liaison team, responds more effectively to the immediate needs of law enforcement officers and includes resources for persons who do not require hospitalization, but need and are willing to receive services. This system provides follow-up on all referrals, promotes continuity of care and a reduction in recidivism.

“Exhibit B”

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TARRANT COUNTY AND MHMRTC
FOR LAW LIAISON PROGRAM**

Scope of Services

The liaisons’ primary duties include:

- Contacting local mental health service providers to educate them about the program and develop resource referrals for law enforcement officers;
- Providing 24 hour telephone assistance to law enforcement officers who request help in accessing mental health services for persons with mental impairments;
- Facilitating and following up on law enforcement referrals to make sure they are completed and to resolve any problems;
- Conduct specialized training sessions for law enforcement officers.
- Maintaining a database of current local mental health resources, including services provided, hours of operation, service criteria, contact persons, etc.;
- Maintaining a detailed database of all law enforcement contacts, services provided and program outcomes;
- Preparing reports of program activities and outcomes for the Community Management Team and Tarrant County Administration;

Performance indicators for the unit will be developed in conjunction with Tarrant County Administration.

“Exhibit C”

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Personnel Costs

The MHMRTC’s request to the County, approved in Commissioners Court as part of the fiscal year budget, includes funding for the following positions in addition to 10% funding for the Director of Continuity of Care.

- 1 Mental Health Law Liaison Program Director position
- 2 Mental Health Law Liaison direct care Team Leads positions
- 10 Mental Health/Law Liaison direct care positions
- .75 Support Staff position

All positions will be staff employees of MHMRTC and MHMRTC will assume fiscal authority. An inter-agency Community Management Team composed of law enforcement officers and mental health professionals will supervise the program along with mental health advocates.

“Exhibit D”

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Budget Summary

Revenue:

Tarrant County General Fund \$521,827
Medicaid Administrative Claiming..... 77,434

Total Revenue..... \$599,261

Expenses:

Salaries	\$381,867	See “Exhibit C”
Benefits	115,700	Employee benefits
Staff Travel	3,951	Mileage
Office Supplies.....	1,500	Office supplies, equipment, reproduction
Systems	16,309	Computer lease/software/user fees
Mobile Telephones/Air Cards.....	5,000	Mobile telephones, air cards, office telephone
Staff Training	3,000	Training for staff
Office Lease	13,633	Lease for office space
Other Costs.....	5,650	Insurance, user fees, subscriptions, postage
Administrative Costs.....	<u>52,651</u>	MHMR administrative allocation
 Total Expenses.....	 <u>\$599,261</u>	