



COMMISSIONERS COURT  
COMMUNICATION

REFERENCE NUMBER \_\_\_\_\_

PAGE 1 OF 6

DATE: 12/13/2022

SUBJECT: **APPROVAL OF A CONTRACT BETWEEN TARRANT COUNTY  
AND TARRANT COUNTY HOSPITAL DISTRICT FOR FUNDING  
OF SPECIFIED COUNTY PROGRAMS FOR FISCAL YEAR 2023**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court approve a contract between Tarrant County and Tarrant County Hospital District (TCHD) to provide funding for specified County programs for FY 2023.

**BACKGROUND**

This contract will provide \$12,908,454.00 to fund Tarrant County Public Health Department operations, \$174,205.00 for utilities at the Public Health facility, \$7,066,447.00 for behavioral health and intellectual disability services to inmates housed within the County's jail system (jail psychiatric services), and \$64,500.00 for the Rehabilitative Alternatives for Probationers and Parolees (R.A.P.P.) program. FY 2023 provides for a credit to TCHD in the amount of \$818,958.00 for overpayment for years 2020-2022. TCHD will make periodic payments to the County. Tarrant County enters into separate contracts with MHMR of Tarrant County for R.A.P.P. and jail psychiatric services.

The Criminal District Attorney's Office has reviewed this contract as to form.

**FISCAL IMPACT**

The County will receive \$19,394,648.00 from TCHD via quarterly payments. Contracts with MHMR of Tarrant County for jail psychiatric services and R.A.P.P. are considered separately by the Court. The remaining funds support the Tarrant County Public Health Department operation and facility.

SUBMITTED BY: Administrator's Office

PREPARED BY: Maegan P. South  
APPROVED BY:



STATE OF TEXAS	§	FY 2023 CONTRACT BETWEEN TARRANT COUNTY
	§	AND TARRANT COUNTY HOSPITAL DISTRICT
COUNTY OF TARRANT	§	FOR FUNDING OF SPECIFIED COUNTY PROGRAMS

**WHEREAS**, this Interlocal Agreement is made between the County of Tarrant, State of Texas (hereinafter referred to as **COUNTY**), and the Tarrant County Hospital District (hereinafter referred to as **DISTRICT**) under the Interlocal Cooperative Act, Chapter 771, Texas Government Code; and

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

**WHEREAS**, the **DISTRICT** and **COUNTY** desire to provide public health services to the citizens of Tarrant County through the Tarrant County Public Health Department; and

**WHEREAS**, the **DISTRICT** has budgeted \$19,394,648 for fiscal year October 1, 2022 through September 30, 2023, for the provision of these services; and

**THEREFORE**, the **DISTRICT** and **COUNTY** mutually agree and contract as follows:

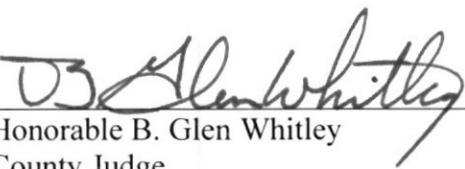
1. The term of this Contract shall be from October 1, 2022 through September 30, 2023.
2. The **DISTRICT** shall pay to the **COUNTY** the sum of Nineteen Million Three Hundred and Ninety-Four Thousand Six Hundred Forty-Eight Dollars (\$19,394,648) payable in quarterly installments.
3. The **COUNTY** recognizes a credit to the **DISTRICT** for overpayment for fiscal years 2020-2022 in the amount of Eight Hundred and Eighteen Thousand Nine Hundred and Fifty-Eight Dollars (\$818,958.00). This credit is represented as a one-time deduction in the overall budgeted amount for Fiscal Year 2023.
4. The **COUNTY** will enter into a Contract with **MHMRTC** to provide the behavioral health/intellectual disability services as described in *Schedule A*.
5. The **COUNTY** agrees to provide public health services throughout the County of Tarrant as set forth in *Schedule B* to the extent funds are available under this Interlocal Agreement and further, to the extent any matching funds are or become available from other sources.
6. The **COUNTY** and the **DISTRICT** find that the consideration is adequate that this Contract allows for the efficient provision of such services by **MHMRTC** and the Tarrant County Health Department and that this undertaking is necessary for the benefit of the public.
7. The **COUNTY** and **DISTRICT** agree that certain fees for service which the **COUNTY** receives for public health services, excluding "program related income" and certain

“consumer health fees”, will be used to off-set the costs of providing the services listed in *Schedule B*.

8. The **COUNTY** agrees to maintain accurate fiscal records regarding the public health services provided; furthermore, the **COUNTY** agrees to require **MHMRTC** to maintain accurate fiscal records regarding the behavioral health/intellectual disability services provided. Fiscal records shall be made available to the **DISTRICT** within thirty (30) days upon request.
9. The **DISTRICT** and/or **COUNTY** may terminate this Contract upon thirty (30) days written notice, with or without cause, and at no penalty or expense to the **DISTRICT** and/or **COUNTY**.
10. If there are any funds remaining unexpended and unencumbered at the conclusion of this Contract, such funds shall be refunded to the **DISTRICT** through 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.

SIGNED AND EXECUTED this 13 day of December, 2022

**COUNTY OF TARRANT  
STATE OF TEXAS**

  
\_\_\_\_\_  
Honorable B. Glen Whitley  
County Judge

Approved as to Form:

  
\_\_\_\_\_  
Criminal District Attorney's Office\*

\*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.

**TARRANT COUNTY  
HOSPITAL DISTRICT**

\_\_\_\_\_  
Chairman, Board of Managers or  
Authorized Agent

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
General Counsel  
Tarrant County Hospital District

Date: \_\_\_\_\_

*"Schedule A"*

**CONTRACT BETWEEN TARRANT COUNTY AND  
TARRANT COUNTY HOSPITAL DISTRICT**

**SPECIFIED COUNTY PROGRAMS  
FY 2023**

**Services for Inmates at the Tarrant County Jail:**

Provision of mental health services to inmates housed within the  
Tarrant County jail system \$7,066,447

**Public Health Services:**

Provision of public health services to citizens of Tarrant County –

- Public Health operations 12,908,454
- Public Health facility utilities paid by County 174,205
- Credit for overpayment for years 2020-2022 <818,958>

**R.A.P.P. (Rehabilitative Alternatives for Probationers and Parolees):**

Provision of mental health services to persons with a serious and  
persistent mental illness who are currently on probation or parole  
with at least one year left to complete their sentence 64,500

**TOTAL \$19,394,648**

***"Schedule B"***

**CONTRACT BETWEEN TARRANT COUNTY AND  
TARRANT COUNTY HOSPITAL DISTRICT**

**PUBLIC HEALTH SERVICES  
FY 2023**

The public health services provided by Tarrant County in which partial payment will be received from Tarrant County Hospital District through this Interlocal Agreement include:

1. Health Administration
2. Consumer and Environmental Health
3. Epidemiology
4. Laboratory
5. Sexually Transmitted Diseases
6. Tuberculosis
7. Health Outreach
8. Chronic Disease Control
9. Health Quality and Control Activities