



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF

6

DATE: 12/13/2022

SUBJECT: APPROVAL OF A CONTRACT BETWEEN TARRANT COUNTY,
TARRANT COUNTY HOSPITAL DISTRICT AND MHMR OF
TARRANT COUNTY FOR COUNTYWIDE BEHAVIORAL HEALTH
AND INTELLECTUAL DISABILITY SERVICES FOR FISCAL YEAR
2023

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve a contract between Tarrant County, Tarrant County Hospital District (TCHD) and MHMR of Tarrant County (MHMRTC) for FY 2023 delivery of behavioral health/intellectual disability services countywide.

BACKGROUND

The TCHD provides certain behavioral health/intellectual disability services on a continuing basis through an annual contract with MHMRTC subject to the approval of the Commissioners Court. These services are shown in "Schedule A" of the attached contract. The term of this contract is October 1, 2022 through September 30, 2023.

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

FISCAL IMPACT

This contract is for an amount not to exceed \$1,594,650.00 during FY 2023. Funds have been budgeted in the Hospital District's FY 2023 budget. The contract requires that TCHD provide MHMRTC with a monthly payment of \$132,887.50 on or before the last day of each month during the term of this contract. Tarrant County facilitates this contract and does not receive or disburse these funds.

SUBMITTED BY: Administrator's Office

PREPARED BY:
APPROVED BY:

Maegan P. South



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|-------------------|---|--|
| STATE OF TEXAS | § | FY 2023 CONTRACT BETWEEN TARRANT COUNTY, |
| | § | TARRANT COUNTY HOSPITAL DISTRICT |
| | § | AND MHMR OF TARRANT COUNTY |
| COUNTY OF TARRANT | § | FOR COUNTYWIDE MHMR SERVICES |

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

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

WHEREAS, the **DISTRICT** has budgeted One Million Five Hundred Ninety-Four Thousand Six Hundred Fifty Dollars (\$1,594,650.00) for fiscal year October 1, 2022 through September 30, 2023, for the provision of these services; and

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

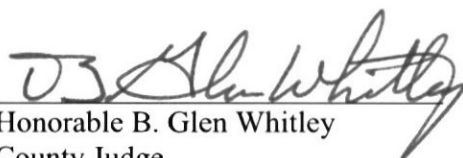
1. The term of this contract shall be from October 1, 2022 through September 30, 2023.
2. **MHMRTC** agrees to provide behavioral health/intellectual disability services throughout the County of Tarrant as set forth in *Schedule A* (attached hereto) to the extent funds are available under this Contract and further, to the extent any matching funds are or become available from other sources.
3. **DISTRICT** shall pay to **MHMRTC**, on or before the last day of each month during the term, hereof, the sum of One Hundred Thirty-Two Thousand Eight Hundred Eighty-Seven Dollars and Fifty Cents (\$132,887.50) from the **DISTRICT'S** approved FY 2023 budget. Under no circumstances shall the **DISTRICT** pay more than \$1,594,650.00 for all services performed by **MHMRTC** pursuant to the Contract during the fiscal year.
4. 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 that this undertaking is necessary for the benefit of the public.
5. **MHMRTC** agrees to provide the **COUNTY** and the **DISTRICT** upon thirty (30) days written notice access to all records which in any manner relate to the programs detailed in *Schedule A*, 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** and the **DISTRICT** reserve the right to audit those programs upon which these funds are expended.
6. **MHMRTC** agrees to maintain accurate programmatic and fiscal records regarding the service provided and the expenditure of funds made hereunder and shall render to the

DISTRICT, a detailed quarterly report within thirty (30) days after the expiration of each calendar quarter detailing the manner in which such funds were expended.

7. In the event **MHMRTC** employs any subcontractor to provide services hereunder, it shall require said subcontractor to comply with the requirements of paragraphs #5 and #6 above.
8. The **DISTRICT** may terminate this Contract upon thirty (30) days written notice, with or without cause, and at no penalty or expense to the **DISTRICT**.
9. **MHMRTC** agrees that no member of the Board of Trustees of **MHMRTC**, no officer of **MHMRTC** and no staff members 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, such funds shall be refunded to the **DISTRICT**.
11. The Parties agree to abide by all applicable 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 as defined by Texas Government Code Section 808.001.

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: _____

MHMR OF TARRANT COUNTY

DocuSigned by:

Charles Hoffman, Acting CEO

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Date: 10/20/2022

Chairman, Board of Trustees or
Authorized Agent
Charles Hoffman, Acting CEO

CEO

"Schedule A"

**CONTRACT BETWEEN
TARRANT COUNTY
TARRANT COUNTY HOSPITAL DISTRICT
AND MHMRTC
FOR COUNTYWIDE MHMR SERVICES**

FY 2023

Agency Operations:

| | |
|---|---------------------------|
| Addiction Services Liberty House, Inpatient and Detoxification Treatment | \$204,000 |
| Court Liaison/Aftercare Services | 237,000 |
| Adult Mental Health Peer Support | 100,000 |
| Children's Service – Tarrant Youth Recovery Campus (TYRC) and Adolescent Crisis Respite Unit (CARE House) | 203,650 |
| Intellectual and Development Disabilities Outpatient Treatment Employment Services and Day Habilitation Programs – Arlington and Fort Worth | 350,000 |
| Behavioral Health Crisis Services | <u>500,000</u> |
| TOTAL | <u>\$1,594,650</u> |