COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 145704

PAGE 1 OF 10

DATE: 8/19/2025

SUBJECT: **CONSIDERATION OF A GRANT CONTRACT BETWEEN TARRANT COUNTY AND MHMR OF TARRANT COUNTY FOR DELIVERY OF BEHAVIORAL HEALTH/INTELLECTUAL DISABILITY SERVICES THROUGH THE LAW LIAISON PROGRAM USING 2024 JUSTICE ASSISTANCE GRANT FUNDS**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a contract between Tarrant County and MHMR of Tarrant County (MHMRTC) for delivery of behavioral health/intellectual disability services through the Law Liaison Program using 2024 Justice Assistance Grant (JAG) funds.

BACKGROUND

The mental health liaison team consists of mental health/law enforcement liaison officers. The goal of the mental health liaison team 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.

With approval of this contract, the Law Liaison Program in Tarrant County will provide behavioral health/intellectual disability services through the auspices of MHMRTC to administer a jail diversion program for people with mental impairments.

This contract is for the use of 2024 JAG funds in the amount of $137,402.00 to support personnel and operating expenses. The term of contract is from August 5, 2025 to September 30, 2027.

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

FISCAL IMPACT

The contract amount is for $137,402.00 from 2024 JAG funds. The funds will be used for personnel and operating expenses. Funding will come from Grant M0008-2027.

SUBMITTED BY	Budget and Risk Management	PREPARED BY:	Rand Otten
		APPROVED BY:	Matthew Jones

Docusign Envelope ID: C5866DC5-534C-4F9D-8611-6A86BCBED3DD

STATE OF TEXAS	**§**	**CONTRACT BETWEEN TARRANT COUNTY**
	§	**AND MHMR OF TARRANT COUNTY**
COUNTY OF TARRANT	**§**	**FOR THE LAW LIAISON PROGRAM – JAG 2024**

WHEREAS, the County of Tarrant, State of Texas (hereinafter referred to as **COUNTY**) recognizes 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 $137,402.00 as a subrecipient from the 2024 Justice Assistance Grant (JAG) from the U.S. Department of Justice (CFDA 16.738) for the provision of these services and will use other sources of funds for the program which are contracted separately;

WHEREAS, **MHMRTC** will have a fiscal year single audit performed under Uniform Guidance 2 CFR 200; 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 August 5, 2025 through September 30, 2027.

2. **MHMRTC** agrees to provide behavioral health and 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 (including copies of support documents such as invoices, payroll registers, timesheets, etc.) and programmatic reporting (see paragraph #6), for the provision of services pursuant to this 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 $137,402.00 for services performed by **MHMRTC** pursuant to the 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.

Docusign Envelope ID: C5866DC5-534C-4F9D-8611-6A86BCBED3DD

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** will maintain accurate programmatic and fiscal records regarding the services provided and render to the **COUNTY** detailed monthly reports within fifteen (15) days after the expiration of each calendar month. All funds must be expended according to *Exhibit C* (Personnel Costs) and *Exhibit D* (Budget Summary).

7. **MHMRTC** agrees to develop, implement, and maintain financial management and control systems. At a minimum, the financial management system shall include accurate, correct, and complete payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings. A separate cost center must be maintained within the general ledger for each contract. Multiple cost centers may be used, provided the total cost in each cost center equals and supports the reimbursement amount and the total cost reported to **COUNTY**. Each cost center must have a unique revenue account(s) that captures all income generated from these activities performed under a specific cost center. The balances reflected in these accounts will be the basis for monthly reimbursement requests.

   An effective accounting system will:

   a) Identify and record valid transactions;
   b) Record transactions to the proper accounting period in which transactions occurred;
   c) Describe transactions in sufficient detail to permit proper classification;
   d) Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements;
   e) Adequately identify the source and application of funds of each grant contract;
   f) Generate current and accurate financial reports in accordance with contract requirements.

8. 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.

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**.

Docusign Envelope ID: C5866DC5-534C-4F9D-8611-6A86BCBED3DD

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. Federal Executive Order 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government.

    As a contractor, your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

14. **MHMRTC** acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code Section 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

15. In providing the services required by this Contract, **COUNTY** and **MHMRTC** must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. **COUNTY** and **MHMRTC** shall be responsible for ensuring their compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

16. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

Docusign Envelope ID: C5866DC5-534C-4F9D-8611-6A86BCBED3DD

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

Separate Electronic Signature Page
Tim O'Hare
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

Signed by:
Susan Garnett
2D4516F5EA1F4C1...
Susan Garnett CEO

Date: 8/1/2025

Chair, Board of Trustees or
Authorized Agent

Docusign Envelope ID: C5866DC5-534C-4F9D-8611-6A86BCBED3DD

"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 40 hour Crisis Intervention 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 a Mental Health Officer. The Mental Health Officer training is identified as an elite designation, composed of a 40-hour curriculum that is also TCOLE certified. A team comprised of law enforcement and mental health personnel conducts all training.

2. **A cadre of Mental Health Officers** who will assist patrol officers with calls involving persons with mental impairments, including intellectual disabilities. 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 law enforcement 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 law enforcement liaisons are employees of My Health My Resources 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.

Docusign Envelope ID: C5866DC5-534C-4F9D-8611-6A86BCBED3DD

"Exhibit B"

CONTRACT BETWEEN
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.

Docusign Envelope ID: C5866DC5-534C-4F9D-8611-6A86BCBED3DD

"Exhibit C"

CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR LAW LIAISON PROGRAM

Personnel Costs

The MHMRTC's request to the County, as part of the Justice Assistance Grant (JAG) of the U.S. Department of Justice, includes funding for the following:

2 Mental Health/Law Liaison direct care positions

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.

Docusign Envelope ID: C5866DC5-534C-4F9D-8611-6A86BCBED3DD

"Exhibit D"

CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR LAW LIAISON PROGRAM

Budget Summary

Revenue:

Justice Assistance Grant (JAG) ..... $137,402.00 2024 JAG grant

Total Revenue..... $137,402.00

Expenses:

A. Personnel	$90,081.47
B. Fringe	$31,528.52
C. Travel	$3,000
D. Equipment	$1,080
E. Supplies	$11,712
F. Consultants/Contractor Services	$0
TOTAL PROJECT COSTS	$137,402

Docusign Envelope ID: C5866DC5-534C-4F9D-8611-6A86BCBED3DD

Federal Award Identification Checklist
(Grants Awarded After 12/16/2014)

1.	**Subrecipient Names**	**MHMR of Tarrant County**
2.	**Subrecipient Unique Entity ID**	**LJ9ENHuAKHV3**
3.	**Federal Award Identification Number (FAIN)**	**15PBJA-24-GG-05349-JAGX**
4.	**Federal Award Date**	**December 5, 2024**
5.	**Subaward Period of Performance Start and End Date**	**October 1, 2023 to September 30, 2027**
6.	**Amount of Federal Funds Obligated by This Action**	**$519,546.00**
7.	**Total Amount of Federal Funds Obligated to the Subrecipient**	**$137,402.00**
8.	**Total Amount of the Federal Award**	**$519,546.00**
9.	**Federal Award Project Description, as required by FFATA**	**FY24 Justice Assistance Grant Collaboration with Fort Worth, Tarrant County, and Arlington.**
10.	**Name of Federal Awarding Agency**	**Department of Justice Bureau of Justice Assistance**
11.	**Pass-Through Entity**	**City of Fort Worth**
12.	**Contact Information for Awarding Official**	**City of Fort Worth, 505 West Felix Street, Fort Worth, Texas 76115-3405**
13.	**CFDA Number and Name**	**16.738 Edward Byrne Memorial Justice Assistance Program**
14.	**Identification if the Award is R&D**	**N/A**
15.	**Indirect Cost Rate**	**N/A**