



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____
PAGE 1 OF 5
DATE: 10/15/2024

**SUBJECT: CONSIDERATION OF FISCAL YEAR 2025 CONTRACT BETWEEN
TARRANT COUNTY AND MY HEALTH MY RESOURCES OF TARRANT
COUNTY TO PROVIDE REHABILITATIVE ALTERNATIVE FOR
PROBATIONERS AND PAROLEES PROGRAM SERVICES**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider FY 2025 contract between Tarrant County and My Health My Resources of Tarrant County (MHMRTC) to provide Rehabilitative Alternative for Probationers and Parolees (R.A.P.P.) Program Services.

BACKGROUND

The R.A.P.P Program focuses on reducing the rate of recidivism for mentally impaired individuals transitioning from state prisons and from local jails. Intensive services are provided such as benefits assistance, medication management, and rehabilitative services along with substance abuse intervention services, while the patient is on parole or probation with at least one (1) year left to complete their sentence. After successful integration in the community and stabilization of mental health symptoms, the patient is referred to a mainstream clinic or local provider for continued services.

This contract will provide behavioral health/intellectual disability services through the R.A.P.P. Program in Tarrant County. The contract between Tarrant County and MHMRTC is for \$64,500.00. The Tarrant County Hospital District funds are provided to Tarrant County under a separate agreement for this purpose.

The term of this contract is from October 1, 2024 through September 30, 2025.

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

FISCAL IMPACT

Funds in the amount of \$64,500.00 are in account T0400-2025 Public Health Fund/5100011000 Public Health/566021 MHMR. Funding is provided to Tarrant County by the Tarrant County Hospital District for this service.

SUBMITTED BY	Administrator	PREPARED BY:	Vanessa Perez
		APPROVED BY:	Chandler Merritt



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

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SUBMITTED BY

Administrator

PREPARED BY:

Vanessa Perez

APPROVED BY:

Chandler Merritt

STATE OF TEXAS COUNTY OF TARRANT	§ § §	FY 2025 CONTRACT BETWEEN TARRANT COUNTY AND MHMR OF TARRANT COUNTY FOR THE R.A.P.P. PROGRAM
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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 2025 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, 2024 through September 30, 2025.
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 Section 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.

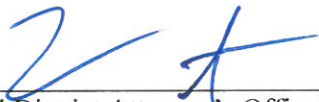
SIGNED AND EXECUTED this _____ day of _____, _____.

COUNTY OF TARRANT STATE
OF TEXAS

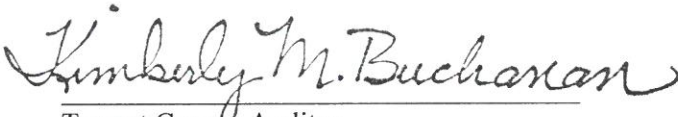
Tim O'Hare
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 64,500.00



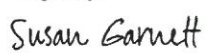
Criminal District Attorney's Office*



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

Signed by:


2D4516F5EA1F4C1...
Chairman, Board of Trustees or
Authorized Agent
Susan Garnett

CEO

Date: 8/30/2024

Consideration of Fiscal Year 2025 Contract between Tarrant County and My Health My
Resources of Tarrant County to Provide Rehabilitative Alternative for Probationers and Parolees
Program Services

SIGNED AND EXECUTED this 15th day of October 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare
County Judge

STATE OF TEXAS § FY 2025 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 2025 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:

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3. **COUNTY** agrees to pay to **MHMRTC** the sum of Sixty-Four Thousand Five Hundred Dollars (\$64,500) for the provision of these services.
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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**.
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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 Section 2252.908 is required.
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SIGNED AND EXECUTED this _____ day of _____, _____.

**COUNTY OF TARRANT STATE
OF TEXAS**

Tim O'Hare
County Judge

APPROVED AS TO FORM:

**CERTIFICATION OF
AVAILABLE FUNDS: \$**_____

Criminal District Attorney's Office*

Tarrant County Auditor

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MHMR OF TARRANT COUNTY

Signed by:


2D4616F5EA1F4C1...

Chairman, Board of Trustees or
Authorized Agent
Susan Garnett

CEO

Date: 8/30/2024
