



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER \_\_\_\_\_  
PAGE 1 OF 9  
DATE: 10/15/2024

**SUBJECT: CONSIDERATION OF FISCAL YEAR 2025 CONTRACT BETWEEN  
TARRANT COUNTY AND MY HEALTH MY RESOURCES OF TARRANT  
COUNTY FOR THE PROVISION OF BEHAVIORAL HEALTH AND  
INTELLECTUAL DISABILITY SERVICES THROUGH THE TARRANT  
COUNTY LAW LIAISON PROGRAM**

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

**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 behavioral health/intellectual disability services through the Law Liaison Program.

**BACKGROUND**

This contract renewal will provide behavioral health/intellectual disability services through the Law Liaison Program in Tarrant County. The program provides these services through the auspices of MHMRTC to administer a jail diversion program for individuals with mental impairments. 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.

This contract is for the use of FY 2025 appropriations for one (1) program director position, one (1) direct care team lead position, and five (5) direct care positions. Justice Assistance Grant (JAG) funds are also used to support this program under separate contracts for each grant funding period.

The term of this contract is from October 1, 2024 through September 30, 2025. The contract amount is \$851,138.00 from the FY 2025 T0450 and considering an additional \$77,434.00 of Medicaid administrative claiming funds, the total program budget will be \$928,572.00. The funds will be used for operating expenses such as personnel, benefits, staff travel, office supplies, information systems, staff training and office leases.

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

**FISCAL IMPACT**

Funding in the amount of \$851,138.00 is available in account T0450-2025 Public Health – 1115 Waiver Fund/ 1140100000 – Non-Departmental/ 569016 Spec Needs Off Proj.

|              |                            |                                  |                                  |
|--------------|----------------------------|----------------------------------|----------------------------------|
| SUBMITTED BY | Budget and Risk Management | PREPARED BY:<br><br>APPROVED BY: | Vanessa Perez<br><br>Helen Giese |
|--------------|----------------------------|----------------------------------|----------------------------------|



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| SUBMITTED BY | Budget and Risk Management | PREPARED BY: | Vanessa Perez |
|              |                            | APPROVED BY: | Helen Giese   |

STATE OF TEXAS           §       CONTRACT BETWEEN TARRANT COUNTY  
                                     §       AND MHMR OF TARRANT COUNTY  
                                     §       FOR THE LAW LIAISON PROGRAM  
COUNTY OF TARRANT §

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, **MHMRTC** desires and agrees to provide such services for a fee.

WHEREAS, the **COUNTY** has budgeted **\$851,138.00** fiscal year 2025 for the provision of these services and will use other sources of funds for the program which are contracted separately; and

Now therefore, all 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 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 15<sup>th</sup> day of the month for the prior month during the contract term. Monthly billings shall be for actual expenses only. All funds must be expended according to *Exhibit C* (Personnel Costs) and *Exhibit D* (Budget Summary). Under no circumstances shall the **COUNTY** pay more than **\$851,138.00** for services performed by **MHMRTC** pursuant to this Contract during the contract period.
- 4) The **COUNTY** finds that the consideration is adequate and 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 records regarding the services provided and the expenditure of funds made hereunder and shall, along with monthly invoices, submit to the **COUNTY** the following:

- a) Report of training sessions held, including date, training topic, copy of agenda if available, and participating agencies.
- b) Report of call activity by call type, diversion activity, and type of follow up completed.

The reports listed above should be provided along with monthly invoices to the following:

Tarrant County Auditor – SAP-Invoices@tarrantcountytx.gov

Budget and Risk Management – Budget\_RiskManagement@tarrantcountytx.gov

County Administration – ADMContracts@tarrantcountytx.gov

- 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 **MHMRTC**.
- 10) Should any budgeted funds remain unexpended at the conclusion of this Contract or upon termination, such funds will remain with the **COUNTY** and be unavailable for reimbursement.
- 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 \_\_\_\_\_, 2024.

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
Tim O'Hare  
County Judge

**MHMR OF TARRANT COUNTY**

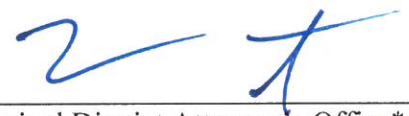
\_\_\_\_\_  
Chairman, Board of Trustees or  
Authorized Agent

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

CERTIFICATION OF AVAILABLE FUNDS: \$ 851,138<sup>00</sup>

  
\_\_\_\_\_  
Tarrant County Auditor

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.

*“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 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 Mental Health Officer training. 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. An eight-hour refresher course will be offered by the respective law enforcement agency for Crisis Intervention.
2. **A cadre of Mental Health/Crisis Intervention 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 (Crisis Intervention 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 of MHMRTC 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”***

**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
- Provide mental health personnel alongside a law enforcement agency in representation of a co-responder model for participating law enforcement agencies that respond to calls in progress related to persons in crisis
- 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 Budget and Risk Management.

*“Exhibit C”*

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

**Personnel Costs**

MHMRTC’s request to the County includes the following positions:

- (.80) Mental Health Law Liaison Senior Director position
- (1) Mental Health Law Liaison direct care Team Lead
- (6) Mental Health Law Liaison direct care positions
- (.75) ABH Support Associate

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”***

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

**Budget Summary**

**Revenue:**

Tarrant County.....\$851,138  
Medicaid Administrative Claiming..... 77,434

**Total Revenue..... \$928,572**

**Expenses:**

|                                  |                  |                                                                                       |
|----------------------------------|------------------|---------------------------------------------------------------------------------------|
| Salaries .....                   | \$528,117        | See “Exhibit C”                                                                       |
| Benefits .....                   | \$168,826        | Employee benefits                                                                     |
| Staff Travel .....               | \$4,000          | Mileage                                                                               |
| Office Supplies.....             | \$1,500          | Office supplies                                                                       |
| Systems .....                    | \$55,359         | Computer lease/software/user fees                                                     |
| Mobile Telephones/Air Cards..... | \$5,202          | Mobile/Office telephones, air cards                                                   |
| Staff Training .....             | \$1,500          | Training for staff                                                                    |
| Office Lease .....               | \$25,500         | Lease for office space                                                                |
| Other Costs.....                 | \$17,450         | Professional insurance, postage, safety vests,<br>copier/shredding costs and supplies |
| Administrative Costs.....        | <u>\$121,118</u> | MHMR administrative allocation (15%)                                                  |

**Total Expenses..... \$928,572**

Consideration of the Fiscal Year 2025 Contract between Tarrant County and MHMR of Tarrant County to Provide Behavioral Health and Intellectual Disability Services to Inmates through the Tarrant County Law Liaison Program

**SIGNED AND EXECUTED** this 15th day of October 2024.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare  
County Judge

STATE OF TEXAS           §       CONTRACT BETWEEN TARRANT COUNTY  
                                     §       AND MHMR OF TARRANT COUNTY  
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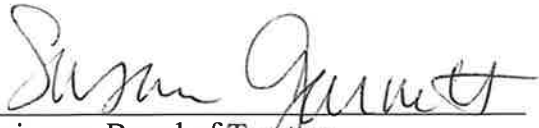
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**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
Tim O'Hare  
County Judge

**MHMR OF TARRANT COUNTY**

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

Date: 10-10-2024

CERTIFICATION OF AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
Tarrant County Auditor

APPROVED AS TO FORM:

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

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FOR LAW LIAISON PROGRAM**

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***“Exhibit D”***

**CONTRACT BETWEEN  
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FOR LAW LIAISON PROGRAM**

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**Total Revenue.....\$928,572**

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**Total Expenses .....\$928,572**