

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and LifePath Systems, established by the Collin County Commissioners Court in 1986, hereinafter referred to as "LifePath", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of Collin County; and

WHEREAS, LifePath is an organization created to provide necessary psychiatric services, treatment and support to individuals with mental illnesses, intellectual delays in Collin County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Consideration

In exchange for payment provided by the County, LifePath agrees to provide the following services as listed in Exhibit "A" to the citizens of Collin County for the fiscal year 2017. LifePath shall perform such services exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. All benefits and services provided by LifePath and the administrations of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender, or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

- 1.1 LifePath shall continue to provide full LifePath services for residents of Collin County, Texas without distinction between those who reside within or without an incorporated area of the County.
- 1.2 LifePath shall perform such other functions and duties as may be required of it by law or by lawful authority.
- 1.3 All funds provided to LifePath by the County shall be used solely for LifePath services to the public.

II. Payment

The parties agree that County shall fund LifePath in the amount of \$2,160,618 for the services listed above and \$150,000 for the After Hours Crisis Clinic for a total of \$2,310.618 for the 2017 fiscal year (October 2016 through September 2017). Payments will be made in the sum of \$577,654.50 on a quarterly basis.

III. Insurance

LifePath agrees to meet all insurance requirements as set forth on Exhibit "B" which is attached hereto and thereby made a part of this Agreement.

IV. Indemnity

The LifePath agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or occasioned by LifePath's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of LifePath, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the LifePath is legally liable.

V. Independent Contractor

In the performance of services hereunder, LifePath shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

VI. Audits and Records/Prohibited Interest

6.1 LifePath agrees that at any time during normal business hours, and as often as County may deem necessary, LifePath shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) year from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

6.2 LifePath acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest with the County.

VII. Contract Term

7.1 This agreement shall be for fiscal year 2017, October 1, 2016 through September 30, 2017.

VIII. Complete Contract

8.1 This Agreement, including Exhibit "A" & "B" constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and LifePath.

8.2 Provisions contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon LifePath by law with respect to LifePath's duties, obligations, and performance hereunder. LifePath's liability hereunder shall survive the County's final acceptance and payment for the

Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. LifePath acknowledges that the County is relying upon the LifePath's skill and experience in performing the services pursuant to this Agreement.

IX. Mailing of Notices

Unless instructed otherwise in writing, LifePath agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County
Attn: Purchasing Department
2300 Bloomdale, Suite 3160
McKinney, TX 75071

County agrees that all notices or communications to LifePath permitted or required under this Agreement shall be addressed to LifePath at the following address:

LifePath Systems
P.O. Box 828
McKinney, TX 75070

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

X. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. Parties Bound

County and LifePath, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective on October 1, 2016.

G. Term of Agreement

The term of this Agreement shall be as stipulated in Section VII. No other extension shall be authorized unless granted by written agreement between the County and LifePath.

H. Observe and Comply

Life Path shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. LifePath agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 12-19-16

COLLIN COUNTY, TEXAS

Signature: _____

Keith Self, Collin County Judge

Date: 11/28/2016

LIFEPATH

Signature: _____

Print Name: _____

J. RANDY ROUNTON

Title: _____

CEO

EXHIBIT “A”

SERVICES PROVIDED

LifePath Systems
FY2017 Budget Request (Total = \$2,160,618)

Item	Purpose	Client Benefit	Benefit to County	Performance Measures
<i>Intellectual and Developmental Disabilities Services</i>				
Eligibility: Screening and Information and Referral \$33,182	To screen county residents who are interested in IDD services, obtain initial clinical information, and schedule diagnostic and intake services; To monitor residents currently waiting for state HCS services; respond to families experiencing crisis and link with appropriate services	• Provide timely information to clients and families about IDD services • Facilitate intake into IDD Services • Assist in linking families to other available services where appropriate • Assist in assuring individuals in the criminal justice system receive appropriate services and supports	• Single source of IDD Services information for the entire community • Reduce county and community intervention needed by supporting families in maintaining a family member with a disability • Assists the criminal justice system in identifying and linking individuals to the IDD Services system,	• Information and referral: 254 calls per month • Annual monitoring: 1300 per year

				reducing police and courts involvement	
Service Coordination \$32,700	Provide case management services to Collin County residents with developmental disabilities and their families	Single point of contact for approximately 45 individuals providing an annual plan, information, advocacy and support.	- Coordinate interaction with community agencies, including schools, police, justice system, etc. - Supports individuals and their families residing in the community - Reduces need for residential placement	- Serves 45 individuals with significant and complex needs annually - Provides face to face services to a minimum of 27 consumers per month who are not eligible for Medicaid funded service coordination	
Community Support Services \$47,960	Provides day habilitation services to adults with intellectual disabilities, provides direct support in activities of daily living- grocery shopping, bill paying, home maintenance and transportation to adults with disabilities who do not have family support	- Post –school age adults have meaningful interaction and community activities while being properly supervised and maintaining skills - Supporting individuals to live independently outside of more	- Families are able to continue their employment while their child is properly supervised - Decreases demands on other community services and reduces risk of	6 individuals receive supported home living services 20 individuals maintain employment	

	and are their own head of household, and to support individuals who are employed to retain their employment.	costly residential placements • Maintaining employment and economic independence	out of home placement • Contributes to a diverse workforce and maintains status as contributors to the local economy	
Respite \$93,000	Provides caregivers of individuals with intellectual and developmental disabilities with a brief critical respite from those responsibilities for medical, recreational, business or social purposes.	• Helps caregivers to maintain their health and well being so that they can continue to support the individual with developmental disabilities	• Increases the quality and quantity of support provided by the family when there are opportunities for relief • Reduces need for residential placement	• Respite services ranging from a few hours to several days for 42 clients per month up to 65 clients per year
In Home and Family Support \$170,000	Provides individualized family and client services (e.g., behavior management services, specialized therapies)	• Provides necessary treatment and supports that cannot be obtained through other funding mechanisms that are individually designed for the individual.	• Reduces need for residential placement	• 68 Collin County residents per year at a cost not to exceed \$2500 per year

Supported Employment \$53,700	Provides supported employment services to Collin County residents with a developmental disability	• Client obtains competitive employment in the community • Enhances the client's self esteem and sense of independence • Contributes to the overall economy	• Client becomes a contributing member of the community • Fewer social services required as the client becomes more economically independent	• Supported Employment services to approximately 14 individuals per month in services not funded by DARS. There are some promising new segregated employment opportunities in Collin County that will not be fundable through DARS.	
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<i>Behavioral Health Services</i>					
Item	Purpose	Client Benefit	Benefit to County	Performance Measures	
Funding for Extended Observation Unit (EOU) in McKinney, TX, at LifePath Facility \$1,034,502	The Department of State Health Services does not provide enough Crisis General Revenue to cover all of the services our County needs. Required services include Mobile Crisis Outreach and a 24/7 Mental Health Crisis Hotline. These services take up the majority of the State allocation of Crisis Funding. Without a local hospital district to care for indigent mentally ill clients, an alternative to hospitalization is required. This alternative is an Extended Observation Unit.	• Clients receive Crisis Observation and Stabilization in the Community versus at a State Hospital in another County. • Clients have 23 to 48 hours to stabilize at the EOU before decision to move to a higher or lower level of care needs to be made. • Clients receive treatment by community-based psychiatrists while in the facility.	• County and State dollars are maximized as Community-Based EOUs are cost effective alternatives to hospitalizations. • Reduces demand on local services, such as emergency rooms, jail, court services, local police departments, etc.	• Clinical Outcomes reportable to DSHS • Serves between 120 and 240 clients per month at an average cost of \$360 per night (due to 23 hrs – 48 hrs length of stay)	

Outpatient Competency Restoration \$174,000	Provide Outpatient Competency Restoration Services to up to 29 clients for 6 months at \$1,000 per client per month. Due to DSHS not providing funding for this program, additional funding will be necessary to continue to provide Outpatient Competency Restoration.	Enables individuals to be discharged from the jail with charges pending based on incompetency to stand trial. Allows person to enter treatment in the community and regain mental health competency in the community.	Saves the County funds by discharging the individual back into the community for competency restoration rather than waiting on a bed to come open at Vernon State Hospital. Allows the charges to be resolved faster once competency is regained and client is better able to maintain that competency in the community.	- Competency restoration provided to 29 individuals referred by the County. - Functional Assessment scores determine level of improvement.
Coordination with Criminal Justice System \$25,000 (.5 FTE)	Coordinate staff & volunteers for CIT Trainings for Collin County law enforcement role playing & educational sessions, meet with law enforcement upon request for collaboration & training, ensure crisis services are coordinated.	- Benefits from CIT trained law enforcement personnel. - Consumer volunteers benefit from positive interactions with law enforcement during role playing portion of CIT - System benefits from better coordination.	- County benefits from better coordinated system - Goal is few crisis interactions with law enforcement, decreased cost for law enforcement agencies	6 CIT Training courses annually - Volunteers and Staff at CIT Trainings for education & resource - Frequent meetings throughout the year with law enforcement

After Hours Crisis Clinic (PESC Contract) Match \$91,054	The After Hours Crisis Clinic is a psychiatric clinic available Mon-Fri from 6pm to 9pm and Saturdays from 12pm to 5pm for individuals who are decompensating and require a psychiatric assessment and medications to prevent an admission to a higher level of care. 25% Match is required on this Contract per DSHS.	Clients benefit from accessing medications in the evenings and weekends to prevent a crisis rather than having to go to the hospital.	The County benefits as law enforcement/sheriff's deputies would likely be called into these situations if they escalated into a full crisis. Crisis Prevention efforts provide a cost savings to the County.	LifePath should provide 1,300 encounters in this clinic during the year.
Substance Abuse Services Match \$75,747	Required 5% match to receive full amount of Substance Abuse Funding for Collin County (based on full year, \$1,503,648).	Clients will receive Ambulatory and Residential Services, Opioid Treatment Services, Outpatient Treatment Services, Recovery Support Services, and OSAR services.	Local access to Substance Abuse Services reduces demand on local services, such as emergency rooms, jail, court services, local police departments, etc.	Projected to serve 386 individuals in all levels of care during first 8 months of the program.
BH Authority Services \$171,066	Assistant BH Authority Director position and BH Network Development position	- Asst BH Authority Director Serves as the point of contact for the Planning and Network Advisory Committee (PNAC) - BH Network Development will bring additional	- Asst. BH Authority Director is responsible for the oversight of the DSHS Performance Contract - BH Network Dev. follows	Ensures adequate provider network, response to stakeholders, & development of Consolidated Local Service Plan.

		providers into the network to allow for client choice among providers	procurement guidelines, ensuring best value for use of County, State, & Federal funds.	
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<i>Early Childhood Intervention Services</i>				
Item	Purpose	Client Benefit	Benefit to County	Performance Measures
Evaluation Team for Identifying Delayed Infants and Assisting Their Families \$115,000	During the current year, LPS expanded to take over a failing ECI program in Plano. Because of the loss of referral sources and children who have not been yet assessed, we need to add an evaluation team to catch up with unmet needs.	- Intakes delivered within the State regulation of 45 days from time of initial contact - Services provided if needed and eligible.	Early intervention always saves taxpayer money by reducing future impact and working toward child reaching developmental milestones.	Hired and trained 2.0 staff to serve as Evaluation Team to meet needs from families who live within borders of Plano ISD.
Child Find and community education programs \$43,707	These funds will ensure that we have a full time Child Find Coordinator in Collin County. We continue to increase our child care screenings, health fair participation, work with county physicians, and educational trainings for parents, physicians, child care providers, etc. The more we are visible to the Collin County community the more families we can provide services to.	Early Intervention provides immediate and long-term benefits for families and children. The earlier a child can receive supports the more potential that child has for developmental growth. Funding our Child Find Coordinator	Links delayed infants and families with effective state/federal-paid services that reduce further tax-payer costs	35 Child Find events per year

		position will provide county residents with more access to ECI services.		

EXHIBIT "B"

INSURANCE REQUIREMENTS

1.0 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Disease – Policy Limit: \$1,000,000

1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000/\$3,000,000

1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000/\$1,000,000

2.0 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in all policies.

2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

- 2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.0 All insurance shall be purchased from an insurance company that meets the following requirements:
 - 3.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.
- 4.0 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - 4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 4.2 Sets forth the notice of cancellation or termination to Collin County.