

MEMORANDUM OF UNDERSTANDING

Smart Start Inc.

And

North Texas Regional Veterans Court

Collin County, Texas

This Memorandum of Understanding ("Agreement") is entered into between Smart Start Inc. ("Smart Start") and Collin County ("County"), acting through the North Texas Regional Veterans Court ("NTRVC"). This Agreement becomes active when NTRVC grant funds are released from the County and accepted by Smart Start. This Agreement authorizes Smart Start to conduct alcohol monitoring and reporting operations, under the authority of and with consultation from NTRVC.

The parties to this Agreement understand that the confidentiality of participants' alcohol monitoring records are protected under Federal regulations: Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and the HIPPA Privacy Rule, 45 CFR 160, 162, and 164. The parties agree to comply with all confidentiality requirements.

I. Background and Purpose

Under a grant from the Fund for Veterans Assistance ("FVA"), acting through the Texas Veterans Commission ("TVC"), the NTRVC may provide full or partial payment for abstinence monitoring for NTRVC participants who require financial assistance. The NTRVC may also assist in paying random drug testing and/or installation/removal fees, as directed.

Abstinence monitoring helps prevent substance abuse, allowing the Veteran participant to focus on treatment and recovery. This monitoring can help identify areas of concern to more quickly implement and/or modify treatment plans, as needed. Smart Start will provide for the monitoring, interpreting, and reporting of abstinence monitoring systems to Smart Start and the members of NTRVC. The County has concluded that Smart Start has the facilities and personnel necessary to enter into this Agreement as a public service.

II. Operational Agreement

This Agreement becomes operational if:

- a. The applicable County or NTRVC authority declares the need for abstinence monitoring services.

The onset of such will be relayed by NTRVC personnel to Smart Start in a timely manner.

III. NTRVC Obligations

NTRVC will be obligated to:

- a. Provide site screening to determine participation suitability;
- b. NTRVC will not be obligated to provide transportation of medical countermeasure assets, supplies, or equipment, or security thereof, from NTRVC facilities to Smart Start for dispensing;
- c. Provide reasonable consultation and assistance, including such consultation and assistance as is needed for Smart Start to comply with regulations, restrictions, or guidance imposed by DSHS, CDC, County, and other relevant policies;
- d. Make reasonable accommodations to operate a dispensing site and provide Smart Start information about and/or status updates on appropriate payers;
- e. Provide after-action and improvement consultation, as needed or requested.

IV. Smart Start Obligations

Smart Start will be obligated to:

- a. Supply and arrange for all equipment and personnel necessary for staffing, transportation of assets, and other tasks necessary to install, download, interpret, and/or report abstinence monitoring devices and services;
- b. Designate the following individuals and provide biannually updated contact information to the NTRVC, including telephone number and email address:
 - i. An administrator, who will serve as the primary point of contact to outside entities, including the NTRVC;
 - ii. A staff liaison, who will coordinate Smart Start members and training.
- c. Provide the personnel, equipment, and delivery, to take possession of abstinence monitoring devices, when applicable;
- d. Be responsible for inventory management; and,
- e. Issue invoices to NTRVC within 15 days following the month of service.

V. Term

This Agreement becomes effective when approved by the governing bodies of Smart Start and the County and will remain in effect indefinitely subject to the availability of grant funds. NTRVS will undertake no additional expenditures not already required after the maximum grant fund availability has been met until a continuation of grant funding is provided. This Agreement may be terminated by either party at any time, with or without cause; however, the terminating party shall provide thirty (30) days written notice to the other party.

VI. Exchange of Information

Information acquired by either Smart Start, County, or the NTRVC on citizens to be served will be mutually accessible to provide an integrated approach to citizen support and to avoid unnecessary duplication of services. This information will be shared only to the extent permitted by regulations requiring confidentiality of participant records. Smart Start and the NTRVC will cooperate in sharing information on the status and outcome of services provided.

VII. Evaluation and Review

In order to provide a vehicle for on-going evaluation, review, and discussion of operational issues, both parties agree to communicate on a regular basis to discuss issues related to the implementation of this agreement.

VIII. Procedures for Amendments and Termination

This agreement may be amended by mutual consent of both parties. Alternatively, this agreement and any amendments thereof shall remain in effect until terminated by either party upon thirty (30) days written notice to the other party.

IX. Fee/Compensation

The agreed upon pricing for the Interlock (IIL) device will be as follows:

- Monthly Lease Charge – \$53
- Lockout – \$50
- Removal – \$45
- Warranty – \$5
- Transfer – \$75

Individual clients are liable for all lockout, warranty, and transfer fees. The NTRVC will pay no more than a \$30.00 install fee and \$99.00 per month for the Smart Mobile device, removal charge not to exceed \$45.00, to Smart Start, through the County.

X. Hold Harmless

Each party agrees to the extent authorized under the Constitution and the laws of the State of Texas to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement, including but not limited to, its acts of negligence or omission in the performance of responsibilities under this Agreement. Each party, to the extent allowed by law and without waiving any rights, defenses, or protections provided therein, agrees to be responsible for its own acts of negligence.

Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Smart Start shall be responsible for its sole negligence. County shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

XI. Notice

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery, registered mail or certified mail, or by U.S. Mail, return receipt requested, postage prepared; to:

Smart Start: Smart Start Inc.
North Texas Judicial Services Liaison
Erin Garza
500 East Dallas Road STE 100
Grapevine, TX 75077

County: North Texas Regional Veteran's Court, Collin County
Program Coordinator
Brennan Jones
2100 Bloomdale Rd, Suite 20012
McKinney, TX 75071

And

Collin County Administrator
Bill Bilyeu
2300 Bloomdale #4192
McKinney, TX 75071

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

XII. Authority of Parties


This Agreement is made by and entered into by the duly-authorized officials of each respective entity.

XIII. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

EXECUTED this, the 2 day of JUNE, 2020

Smart Start Inc.



Steve Luce
Smart Start VP of Sales

Collin County, Texas



Chris Hill
Collin County Judge