

MEMORANDUM OF UNDERSTANDING

Between

Collin County Adult Mental Health Court

And

Collin County Mental Health Mental Retardation Center dba LifePath Systems

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Collin County Adult Mental Health Court, hereinafter referred to as "AMHC," and Collin County Mental Health Mental Retardation Center dba LifePath Systems, hereinafter referred to as "LifePath," to collaborate in providing the best possible care for those in the criminal justice system that may qualify for admission into the AMHC.

Background

Collin County has a substantial need for mental health services for its residents. LifePath has been in operation since 1986 and is the designated behavioral health and intellectual and developmental disabilities authority for Collin County. LifePath's mission is to "serve individuals and families impacted by behavioral health, intellectual or developmental challenges, resulting in stronger communities." This aligns with AMHC's mission to "reduce recidivism in [the] community by emphasizing treatment, stability, and accountability for the individuals with a qualifying mental health diagnosis and those with an Intellectual or Developmental Disability." Collaboration between LifePath and AMHC will benefit the community greatly by combining the resources of the two to set those in the most need for mental health services on a path to success.

Purpose

This MOU will outline the responsibilities and expectations of both parties in order to ensure a cohesive partnership that will result in providing the most efficient and effective services to those in need. It will allow an exchange of relevant client information between Collin County AMHC and LifePath which includes psychiatric information and medical records, including but not limited to patient treatment plans and progress notes while the participant is in Collin County AMHC.

Under this Agreement and with proper releases and consents signed by each participant, Collin County AMHC is responsible for the following:

- Providing a completed referral form to LifePath to assist them in contacting each participant to complete the requested services.
- Respond to inquiries from LifePath in a timely manner.
- Provide any pertinent information regarding the participants' pending charges, previous mental health or substance abuse history, or other information that may assist in developing an effective treatment plan for each participant.
- Establish a process to provide grant funding for participants found to be ineligible for LifePath funded services and the participant does not have the financial ability to pay for services.

Under this Agreement and with proper releases and consents signed by each participant, LifePath agrees to provide the following:

- Verification of whether an individual residing in Collin County is receiving/or has previously received services at LifePath.
- Promptly notify AMHC of each participant's eligibility for funding.
- Respond to any referrals received from Collin County AMHC in a timely manner.
- Provide any LifePath treatment records pertinent to participants' progress to ensure effective continuity of care.
- Provide a LifePath representative to be present during all AMHC Staff Meetings and AMHC Participant Dockets (typically every first and third Thursday of each month).
- Contribute to the care of each participant by offering candid, professional advice regarding treatment plans, treatment progress, and referral assistance for each participant on an individualized basis.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Collin County AMHC and LifePath. This Memorandum of Understanding shall begin upon the signing of this document and remain in place through **October 31, 2024**.

Termination

This Agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given to both the Collin County AMHC and LifePath, and shall be sent via certified mail or email with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

Collin County Adult Mental Health Court
ATTN: Program Coordinator
2100 Bloomdale Road, Suite 20132
McKinney, TX 75071
dabell@collincountytx.gov

Collin County Administrator Bill Bilyeu
2300 Bloomdale Rd.
Suite 4192
McKinney, TX 75071
bbilyeu@co.collin.tx.us

Collin County Purchasing Department
2300 Bloomdale Rd.
Suite 3160
McKinney, TX 75071
purchasing@co.collin.tx.us

LifePath Systems
ATTN: BH Contract Administrator
1515 Heritage Drive
McKinney, TX 75069
bhcontracts@lifepathsystems.org

Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

Expenses for Enforcement

In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or

invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

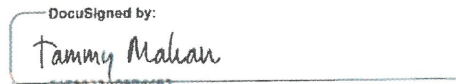
For Collin County AMHC:


Collin County Representative

COUNTY JUDGE
Title

10 OCTOBER 2023
Date

For LifePath Systems:

DocuSigned by:

LifePath Systems Representative

CEO
Title

7/14/2023 | 1:17:59 PM PDT
Date