

## **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 2025. 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 \$2,747,781 for the 2025 fiscal year (October 2024 through September 2025). Payments will be made in the sum of \$686,945.25 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 2025, October 1, 2024 through September 30, 2025.

#### **VIII. Complete Contract**

8.1 This Agreement, including Exhibit A 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

Collin County  
Attn: County Administrator  
Yoon Kim  
2300 Bloomdale, Suite 4192  
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  
1515 Heritage Drive  
McKinney, TX 75069

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**

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

**D. 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.

**E. 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.

**F. 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.

**G. Force Majeure**

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.

**H. Effective Date**

This Agreement shall be effective on October 1, 2024.

**I. 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.

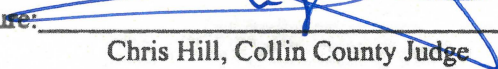
**J. Observe and Comply**

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: 24 SEPT 2024

COLLIN COUNTY, TEXAS

Signature:   
Chris Hill, Collin County Judge

Date: 8/29/2024

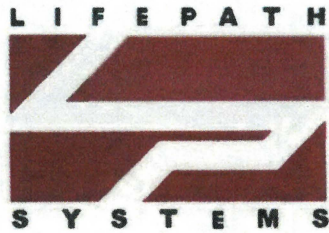
LIFEPATH

Signature: Tammy Mahan Digitally signed by Tammy Mahan  
Date: 2024.08.29 11:18:25 -05'00'

Print Name: Tammy Mahan

Title: CEO

**EXHIBIT "A"**  
**SERVICES PROVIDED**

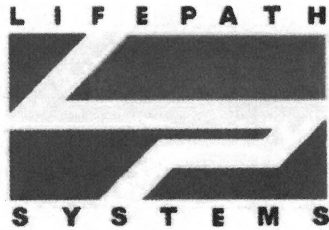


## FY2025 Budget Request

**Total Budget Request = \$2,957,781 (210,000 Increase)**

<b>Intellectual and Developmental Disabilities (IDD)</b>				
<b>Item</b>	<b>Purpose</b>	<b>Client Benefit</b>	<b>Benefit to County</b>	<b>Performance Measures</b>
<b>Eligibility: Screening, Information, and Referral</b>  \$150,000	Screen county residents for IDD service eligibility and manage local interest list. <b>Funds are local match for State General Revenue funds.</b>	Linking families to available services while monitoring to ensure name is on State interest list.	Local match funds help bring over \$1.6 million in IDD General Revenue funds to local area.	Information and referral: 250 calls per month  Annual interest list monitoring and management: 2100 individuals per year
<b>Community Support Services</b>  \$150,000	Day habilitation services and community supports for individuals with IDD while they are on State waiting lists for Medicaid funded services. <b>Funds are local match for State General Revenue funds.</b>	Community Supports allow adults with IDD to live independently in the community and have a meaningful day of activities.	Day habilitation allows parents of adults with IDD to maintain employment while adult child is properly supervised. Community supports decrease demands on community services and reduces risk of out of home placement.	75 individuals will receive up to \$2,000 annually towards day habilitation or other community supports.
<b>Supported Employment</b>  \$150,000	Provides supported employment services to Collin County residents with an intellectual or developmental disability.	Income and independence from competitive employment in community.  Enhances self-esteem and sense of independence.	Generates additional tax revenues for each person in competitive employment.	Provide Supported Employment services to approximately 200 individuals per year.

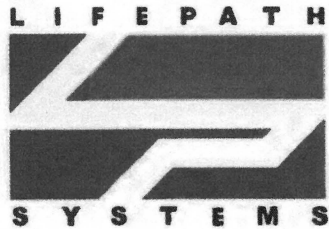
**Total IDD Funding Request = \$450,000**



## FY2025 Budget Request

Behavioral Health (BH)				
Item	Purpose	Client Benefit	Benefit to County	Performance Measures
<b>Psychiatric Crisis Center (EQU/CRU – alternatives to inpatient)</b>  \$1,578,359	State Crisis General Revenue funds do not cover all of the services our county needs (only Mobile Crisis Outreach and a 24/7 Crisis Hotline). <b>Funds are local match for State General Revenue funds.</b>	Receive treatment in the community, closer to support system, and more immediate connection to ongoing outpatient services post-crisis episode.  Receives the least restrictive treatment available.	Local match funds help bring over \$17 million in MH General Revenue funds to local area.  Reduces demand on ERs, jails, court services, & local police departments.	State performance measures are met monthly.  Will serve at least 500 admits per year in the Crisis Center.
<b>Coordination with Criminal Justice System</b>  \$44,200	Employ a law enforcement liaison to work with local law enforcement groups and problem solve ways to improve our crisis system. <b>Funds are local match for State General Revenue funds.</b>	Increased access to community-based services for individuals with MH or SUD disorders. Increased diversion from local jails and emergency departments.	Local match funds help bring over \$17 million in MH General Revenue funds to local area.  Reduced number of MH/SUD individuals in local jails saves taxpayer dollars.	Bi-monthly meetings throughout the year with law enforcement and hospital systems.  Monthly outreach to local law enforcement agencies.
<b>Psychiatric Emergency Service Centers (PESC) Grant Match</b>  \$68,290	HHSC PESC funds require 25% local match and can be used to purchase local beds. <b>Funds are local match for State General Revenue funds.</b>	Provides access to inpatient psychiatric treatment when needed.	Local match funds help bring over \$17 million in MH General Revenue funds to local area.  Access to emergency services reduces the numbers entering local jails.	Total state and local funds allow LifePath to purchase an additional 487 bed days per year at local psychiatric inpatient hospitals.





## FY2025 Budget Request

Behavioral Health (BH) continued				
Item	Purpose	Client Benefit	Benefit to County	Performance Measures
<b>Substance Use Disorder (SUD) Services Match</b>  \$21,000	Required local match for Substance Use Disorder Programs in Collin County. <b>Funds are local match for State General Revenue funds.</b>	Low-income uninsured individuals gain access to Outreach, Screening, Assessment & Referral to substance use programs.	Local match funds help bring over \$2.5 million in SUD funds to local area.  Improved access to SUD services reduces demand on ERs, jails, court services, & local police departments.	State performance measures are met monthly.  Provide SUD screenings & referrals to over 1,500 individuals per year and enroll over 600 of those individuals into State-funded SUD services each year.
<b>Diversion Center Triage Team Match (SB292 funds)</b>  \$585,932	HHSC contract (SB292 funds) require 100% match to implement diversion center triage. <b>Funds are local match for State General Revenue funds.</b>	Law enforcement will have an alternative to jail to take individuals who have committed a low-level offense, but who are presenting with significant mental illness.	Local match funds will bring in over \$700,000 in state General Revenue funds to local area.	Goal is to divert at least 500 individuals each fiscal year from local jails.
<b>Law Enforcement at Diversion Center 24/7</b>  \$210,000	Law enforcement coverage at the Diversion Center to ensure security, initiate APOWWs, and to move individuals to higher levels of care as needed.	Allows greater access to Diversion for individuals with high needs. If needs can't be met, residence of law enforcement provides system to move those individuals involuntarily to a higher level of care (i.e. inpatient bed).	Helps divert more MH individuals from jail (by allowing quick LE drop-off) and prevents those diverted from leaving Diversion Center if they meet APOWW criteria (can involuntarily admit to EOU or move to ED).	Goal is to divert at least 500 individuals each fiscal year from local jails.

\$210,000 NOT ADOPTED IN FY 2025

Total BH Funding Request = \$2,507,781

**Total LifePath Funding Request for FY25 = \$2,957,781**

**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.