



**MEMORANDUM OF UNDERSTANDING
BETWEEN
COLLIN COUNTY MENTAL HEALTH MENTAL RETARDATION DBA LIFEPATH SYSTEMS
AND
COLLIN COUNTY ADULT MENTAL HEALTH COURT**

This Memorandum of Understanding (“MOU”) is made by and between Collin County Mental Health Mental Retardation Center dba “LifePath Systems” and Collin County Adult Mental Health Court who may be individually referred to herein as a “Collin County AMHC”.

Purpose: The purpose of the MOU is to formally establish a collaborative relationship between LifePath Systems (“LifePath Systems”) and Collin County AMHC (Organization). 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 special needs offender information between Collin County AMHC and LifePath Systems while the participant is enrolled in Collin County AMHC.

Term: This MOU is effective upon signature authority of both parties and will remain in effect until August 31, 2026, and may be cancelled by any party with or without cause by given thirty (30) days advance written notification to the other party.

Amendments: This MOU is at-will and may be amended or modified by mutual consent of authorized officials from Collin County AMHC and LifePath Systems.

Responsibilities of Parties

LifePath Systems Role:

LifePath Systems will collaborate with the Collin County Adult Mental Health Court in the following ways:

1. Verification of whether an individual residing in Collin County is receiving or has previously received services at LifePath Systems.
2. Promptly notify Collin County AMHC of each participant’s eligibility for funding.
3. Respond to any referrals received from Collin County AMHC within a timely manner.
4. Provide a LifePath Systems representative to be present during all Collin County AMHC Staff Meetings and Collin County AMHC Participant Dockets (typically every first and third Thursday of each month) to collaborate on treatment planning and any other necessary coordination to ensure positive outcomes for participants.
5. 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.

Collin County Adult Mental Health Court Role:

Collin County Adult Mental Health Court will collaborate with LifePath Systems in the following ways:

1. Providing a completed referral form to LifePath to assist them in contacting each participant to complete the requested services.



2. Respond to inquiries from LifePath within a timely manner.
3. 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.
4. 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.
5. Utilize the PHI received from LifePath Systems strictly for the purposes outlined in this MOU.
6. Ensure that all personnel handling PHI maintain the confidentiality and security of the information.

Confidentiality and Privacy: All Parties agree to adhere to the guidelines stipulated in HIPAA; 42 CFR §2; and Texas State Law as related to confidentiality and privacy. All necessary releases of information will be obtained when legally or professionally required. Each party accepts responsibility for assuring proper credentials and training of staff providing professional services to all individuals. All parties agree to maintain proper and accurate records of services provided to all individuals served in this collaborative effort for the purpose of documentation of services rendered.

Compliance with Applicable Laws: The Parties shall at all times observe and comply with all federal, state, and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect the Parties or the work. Governing Law & Venue: The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this MOU. The Parties agree that this MOU is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas. Assignment: This MOU may not be assigned by either Party. Any assignment of this MOU may result in termination of this MOU by either Party.

INDEMNIFICATION: The parties agree to indemnify, defend, and hold each other harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of the other party, its agents or employees. If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative fault. Indemnity shall include damages, reasonable costs, reasonable expense, and reasonable attorney's fees as incurred by the party indemnified. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

THE EXECUTION OF THIS MOU DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO EITHER PARTY UNDER TEXAS OR FEDERAL LAW.

Representation on Authority of Parties/Signatories: Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MOU. Each Party represents and warrants to the other that the execution and delivery of the MOU and the performance of such Party's obligations hereunder have been duly authorized, and that the MOU is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Collin County Adult Mental Health Court
ATTN: Program Coordinator
2100 Bloomdale Road, Suite 20132
McKinney, TX 75071
jreid@co.collin.tx.us

Collin County Administrator Yoon Kim
2300 Bloomdale Road
Suite 4192
McKinney, TX 75071
ykim@co.collin.tx.us



Collin County Purchasing Department
2300 Bloomdale Road
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

IN WITNESS WHEREOF, the Parties have executed this MOU by signing below.

LifePath Systems: _____

Title: _____

Contact Phone: _____

Date: _____

Signature: _____

For Collin County AMHC: _____

Title: COUNTY JUDGE

Date: 15 JAN 2025

Signature: CHRIS HILL