

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 2026. 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 2026 fiscal year (October 2025 through September 2026). Payments will be made in the sum of \$686,945.25 on a quarterly basis. Payments will be made in accordance with Government Code Sec. 2251.021 Time for Payment by Governmental Entity.

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 2026, October 1, 2025 through September 30, 2026.

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, 2025.

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.

COLLIN COUNTY, TEXAS

Date: _____

Signature: _____
Chris Hill, Collin County Judge

LIFEPATH

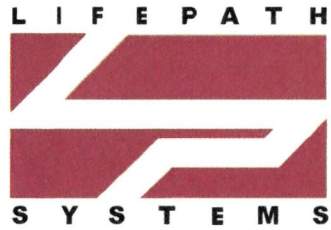
Date: 09/02/2025

Signature: Tammy Mahan Digitally signed by Tammy Mahan
Date: 2025.09.02 15:32:13 -05'00'

Print Name: Tammy Mahan

Title: CEO

EXHIBIT “A”
SERVICES PROVIDED

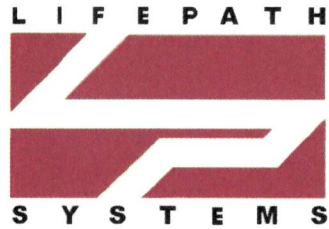


FY2026 Budget Request

Total Budget Request = \$2,747,781 (No Change)

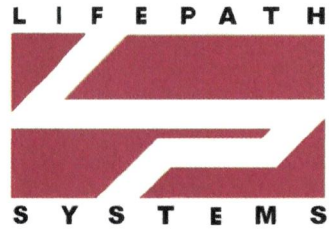
Intellectual and Developmental Disabilities (IDD)				
Item	Purpose	Client Benefit	Benefit to County	Performance Measures
IDD Eligibility, Screening, Information, and Referral \$225,000	To screen county residents for eligibility for IDD Medicaid long term services & supports, add to statewide interest list, and provide information and referrals. HHSC Contract requires local match to draw down State General Revenue.	Name added to Statewide interest list so that they may receive Medicaid long term services & supports. Linking families to available services while monitoring to ensure name stays on the Statewide interest list.	Local county match funds help bring over \$1.7 million in IDD Authority State General Revenue for local area.	Annual interest list monitoring and management for over 2100 individuals per year.
Coordination of IDD Services \$225,000	To ensure coordination of services within the local service area, provide choice among all eligible network providers, and participate in Community Resource Coordination Groups. HHSC Contract requires local match to draw down State General Revenue.	Receive service coordination and assistance with community supports. Community Supports allow adults with IDD to live independently or with families in the community until name comes up on interest list for Medicaid long term services & supports.	Local county match funds help bring over \$1.7 million in IDD Authority State General Revenue for local area. Community support allows parents of adults with IDD to maintain employment while adult child is properly supervised, decrease demands on emergency services, and reduces risk of out of home placement.	Meet and exceed quarterly IDD community service target as specified in the Local IDD Authority state contract.

Total IDD Funding Request = \$450,000



FY2026 Budget Request

Behavioral Health (BH)				
Item	Purpose	Client Benefit	Benefit to County	Performance Measures
Extended Observation Unit (EOU) \$1,622,559	State MH Crisis General Revenue funds do not cover the costs of operating an EOU (total cost is over \$2.5 million per year for 8 beds). County funds are considered local match for State General Revenue funds.	EOU is an alternative to inpatient treatment or jail. Individuals receive crisis treatment and stabilization with connection to ongoing outpatient services. Individuals receive the least restrictive treatment available.	Local match funds help bring over \$19 million in MH State 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 300 admits per year in the EOU.
Psychiatric Emergency Service Centers (PESC) Grant Match \$68,290	HHSC PESC funds (\$273,161) require a 25% local match (\$68,290). These funds are used towards annual operating costs for the EOU (described above).	Provides an alternative to inpatient treatment or jail with stabilization and connection to outpatient programs.	Reduces demand on ERs, jails, court services, & local police departments.	State performance measures are met monthly. Will serve at least 300 admits per year in the EOU.
Substance Use Disorder (SUD) Services Match \$21,000	Required local match for Substance Use Disorder Programs in Collin County. County funds are considered local match for state and federal substance use disorder funds.	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.



FY2026 Budget Request

Behavioral Health (BH) continued				
Item	Purpose	Client Benefit	Benefit to County	Performance Measures
Diversion Triage Services Match (SB292 funds) \$585,932	HHSC contract (SB292 funds) requires 100% match to implement diversion center triage. County funds are local match for State General Revenue funds.	Expedited and expanded intake and access for individuals into outpatient intensive behavioral health services, Extended Observation Unit, or Crisis Respite Unit.	Local match funds will bring in over \$700,000 in state General Revenue funds to local area.	Enhance coordinated releases from County jail, expedited admission into needed outpatient mental health intensive or crisis center services, and reduce recidivism for 500 individuals per year.

Total BH Funding Request = \$2,297,781

Total LifePath Funding Request for FY25 = \$2,747,781

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.