

**MEMORANDUM OF UNDERSTANDING BETWEEN KAUFMAN
COUNTY, TEXAS AND NORTH TEXAS BEHAVIORAL HEALTH
AUTHORITY**

This Memorandum of Understanding (“MOU”) sets forth the terms and objectives between **Kaufman County, Texas** (“County”), and **North Texas Behavioral Health Authority** (“NTBHA”), the Local Behavioral Health Authority (collectively referred to as “the Parties” and individually as “the Party”) under the provisions of Chapter 533 of the Texas Health & Safety Code, acting by and through the Parties authorized representatives.

WHEREAS, NTBHA was designated as the local behavioral health authority in accordance with the Texas Health and Safety Code §533.0356, to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of behavioral health services for the Texas residents of Dallas, Ellis, Navarro, Hunt, Kaufman, and Rockwall Counties; and

WHEREAS, the Parties seek to enter into an understanding for NTBHA to provide a medical professional to act as a Mental Health Care Coordinator for Kaufman County, Texas working through the Kaufman County Court at Law No. 2 and to provide such services as required for a Mental Health Care Coordinator for Kaufman County, Texas.

I. PURPOSE

This MOU provides an understanding between the Parties for NTBHA to provide a Mental Health Care Coordinator for Kaufman County, Texas to ensure that mental health services are efficiently coordinated between the patients, courts, and providers. The goal to make mental health care services more accessible and to streamline inefficiencies within the mental health system through the use of the Mental Health Care Coordinator would benefit all Kaufman County citizens.

II. DURATION

This MOU becomes effective on the date signed and shall remain in full force and effect as long as the **MEMORANDUM OF UNDERSTANDING BETWEEN KAUFMAN COUNTY, TEXAS AND NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY** is active and binding upon Kaufman County.

III. GENERAL PROVISIONS

This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the Parties. It is understood by both Parties that each should fulfill its responsibilities under the MOU in accordance with the provisions of law and regulations that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either Party is unable to perform its functions under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

IV. RESPONSIBILITIES

In consideration of the mutual aims and desires of the Parties of this MOU and in recognition of the public benefit from the effective implementation of this MOU, the Parties agree that under this MOU, NTBHA shall perform the following:

1. Communicate and cooperate between the courts and community to bridge the gap between mental health needs of residents, defendants, respondents, and the justice system.
2. Work with individuals that have been involved in the justice system or are at risk of being incarcerated to ensure that these individuals receive assistance in gaining access to mental health services and resources.
3. Provide service planning, referrals, linkage, and monitoring of individuals that have been involved in the justice system or are at risk of being incarcerated to ensure such individuals receive appropriate mental health care.
4. Provide court advocacy with the Kaufman County Criminal District Attorney Prosecutors ("Prosecutors") and relevant defense attorneys using clinical and risk information to facilitate the admission of defendants to correctional facilities.
5. Connect individuals to behavioral, mental health, and/or substance abuse programs/treatment and continue to monitor individuals throughout such programs.
6. Facilitate direct referrals for individual needs such as: housing,

employment, legal, educational, peer-support, and/or any other essential community-based needs.

7. Conduct outreach to Judges to ensure Judges are familiar with programs and services of support.
8. Complete and provide compliance letters and/or progress reports to the courts.
9. Communicate with community treatment providers and significant others such as family members, housing providers, care coordinators, etc., regarding participants' status.
10. Continuously analyze needs and social situations, identifying problems and alternative courses of action.
11. Attend all training/conferences/seminars as requested by Kaufman County and funded by NTBHA to meet the goals of this MOU as set forth above under Section I. Purpose.
12. Comply with all federal and state laws to safeguard the confidentiality of information.

IV. NOTICE

All notices, requests, demands and other communications required or permitted to be given or made under this MOU shall be in writing and will be delivered either personally or by postage prepaid registered or certified mail or express overnight courier service, return receipt requested, to the Party's address for notices set forth below. Either Party may change its address for notice by providing written notice of such change to the other Party in the foregoing manner:

County:

Attn: Kaufman County Judge
100 W. Mulberry
Kaufman, Texas 75142

With a copy to:

Attn: Kaufman County Criminal District Attorney
100 W. Mulberry
Kaufman, Texas 75142

Attn: Kaufman County Sheriff

Kaufman, Texas 75142

If intended for NTBHA to:

Attn: Carol E. Lucky, C.E.O.
North Texas Behavioral Health Authority
8111 LBJ Freeway, Suite 900
Dallas, Texas 75251

V. CONFIDENTIALITY

Parties to this MOU shall ensure compliance with all applicable federal and state laws, regulations, licensing and accreditation requirements with regard to ensuring administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any information, in any format, that the Parties may create, receive, maintain, or transmit pursuant to activities under the MOU, including but not limited to HIPAA and/or HITECXH, 42 CFR Part 2. .

VI. LIABILITY AND IMMUNITY

This MOU is made for the express purposes of providing mental and behavioral health resources to the County. Except as hereinafter provided, no party assumes any liability beyond that provided by law.

Nothing in this MOU shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

VII. FINANCIAL IMPACT, NO COST TO COUNTY

NTBHA shall bear all costs of providing the services set forth herein.

VIII. MISCELLANEOUS

Governing Law. The laws of the State of Texas shall govern this MOU without regard to any conflict of law rules; and venue for any action concerning this MOU shall be in the State District Court of Kaufman County, Texas. The Parties agree to submit to personal and subject matter jurisdiction of said court.

Amendments. This MOU may be amended by the mutual written agreement of the Parties.

Severability. In the event any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Independent Contractor. It is understood and agreed by and between the Parties that NTBHA, in satisfying the conditions of this MOU is acting independently, and that the County assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by NTBHA pursuant to this MOU shall be the capacity of an independent contractor, and not as an agent or employee of the County. NTBHA shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this MOU.

IX. COUNTERPARTS

This MOU may be executed in counterpart with no adverse bearing on dignity and effect. By signing below, the Parties agree to this MOU's terms and objectives as listed above. The MOU is executed as of the date last signed below.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and ate below:

Kaufman County

Hal Richards

Judge Hal Richards

Date: 10-18-2022

Attest:

Laura Hughes

Laura Hughes

Kaufman County Clerk

Date: 10-18-22



NTBHA

DocuSigned by:

Carol E. Lucky

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Carol E. Lucky, CEO

Date: 10/11/2022