

THE STATE OF TEXAS §

§

COUNTY OF ATASCOSA §

**MEMORANDUM OF UNDERSTANDING
FOR COMMUNITY-BASED MENTAL HEALTH SERVICES**

This Memorandum of Understanding (the “MOU”) is made and entered into by and between the **County of Atascosa** (the “County”), a local government and political subdivision of the State of Texas, acting by and through the Atascosa County Commissioners Court, and **Camino Real Community Services** (hereinafter “Camino Real”), acting by and through its Board of Trustees. The County and Camino Real are sometimes collectively referred to in this MOU as the “**Parties**” or individually as a “**Party.**”

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code authorizes counties to enter into interlocal cooperation agreements to increase the efficiency and effectiveness of providing and performing authorized governmental functions and services, such as those for the public health and welfare; and

WHEREAS, Camino Real is the Texas Health and Human Services Local Community Mental Health Authority serving Atascosa County; and

WHEREAS, Camino Real has certain responsibilities to provide community-based mental health services pursuant to law, including, but not limited to, Chapter 301 of the Texas Administrative Code and Chapter 534 of the Texas Health & Safety Code; and

WHEREAS, the Atascosa County Veterans Office (the “ACVO”) is the County Department responsible for assisting Armed Forces Veterans and their dependents (collectively “Veterans”) who reside in Atascosa County with the benefits available to them under federal and state law; and

WHEREAS, the Atascosa County Veterans Service Officer (the “VSO”) reports to the Atascosa County Commissioners Court, with the County Judge as its administrative head, and performs duties under the technical guidelines established by the Texas Veterans Commission, the Veterans Benefits Administration, and federal law under Title 38 C.F.R., by providing services to Veterans, connecting them to resources, and facilitating opportunities that benefit them and the community; and

WHEREAS, the County finds that entering into a memorandum of understanding with Camino Real for the provision of community-based mental health services and the coordination of

care of services between the Parties for the Veterans of Atascosa County allows for the coordination of care, the streamlining of referrals, the maximization of access to community resources, the prevention of duplication of services, and the full and effective utilization of resources available to the County and serves a public purpose.

NOW, THEREFORE, the County and Camino Real, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

1. Purpose. The purpose of this MOU is to create a care coordination agreement between the County and Camino Real for the provision of community-based mental health services to the Veterans served by the ACVO.
2. It shall be the duty of each Party to formulate plans, programs, and policies that incorporate the use of available resources, including personnel, materials, supplies, equipment, buildings, and other forms of aid necessary to provide the services of this MOU. Such plans, programs, and policies, if formally adopted by the governing bodies of the Party, are made part of this MOU and incorporated herein by reference.
3. The responsibilities of each Party under this MOU are as follows:

ATASCOSA COUNTY:

- Refer Veterans who may need mental health services, intellectual and developmental disability services, or early childhood intervention services to Camino Real.
- Coordinate with and assist Camino Real in the enrollment of Veterans in Camino Real's services and, to the extent reasonable and lawful, share client data, as necessary and with the appropriate consent, to avoid a duplication of services.
- Monitor and remain engaged in the Veteran's participation in Camino Real's services from enrollment through completion.
- Assist with any reporting requirements required by law.

CAMINO REAL:

- Receive referrals from the ACVO or ASO and coordinate care services for the Veterans referred.
- Provide patient-centered and trauma-informed mental health services, intellectual and developmental disability services, and/or early childhood intervention services for Veterans, as needed, in accordance with industry standards and the law.
- Refer Veterans to outside providers and resources as appropriate, and notify the ACVO accordingly.
- Provide referrals for ACVO prevention services for the Veterans served under this MOU.
- Coordinate with and assist with ACVO to expedite emergency referrals for Veterans in crisis.

4. Term. This MOU shall begin on October 1, 2025, and continue in full force and effect and remain binding on each Party through September 30, 2027, unless and until terminated in writing or by operation of law. The Parties mutually agree that the Party requesting termination shall notify the other Party at least thirty (30) days prior to any action taken to terminate this Agreement.
5. Amendments. This Agreement may not be changed or amended, in whole or in part, except in writing signed by all Parties.
6. Funding. The Parties certify that each has sufficient funds and resources available from current revenues to perform the mutual obligations required by this MOU. In the event that a Party fails to have sufficient funds or resources available from current revenues to perform as required, the Parties may terminate this Agreement without penalty to either Party. No Party shall have any duty to expend additional funds or obtain additional resources for the provision of any services under this MOU, nor shall either Party be entitled to reimbursement, unless otherwise allowed by law. No provision in this Agreement shall be construed as prohibiting either Party from seeking financial aid from any lawful source, including grants, reimbursement, and in-kind reimbursement from any state or federal agency or program, to obtain or supplement the Party's available resources, personnel, materials, supplies, or equipment, incident to the provision of any services under this MOU.
7. Notice. Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited with a United States post office, with proper postage affixed thereto via certified mail, return receipt requested, addressed as shown below. Either Party may designate a different address by giving the other Party ten (10) days' written notice.

ATASCOSA COUNTY:

Weldon P. Cude
Atascosa County Judge
1 Courthouse Circle Dr., Ste. 101
Jourdanton, Texas 78026
Phone: (830) 769-3093
Fax: (830) 769-2349

CAMINO REAL COMMUNITY SERVICES:

19965 F.M. 3175 North
P.O. Box 725
Lytle, Texas 78052
Phone: (210) 357-0300
Fax: (830) 772-4305

8. Authorized Individual. The Atascosa County VSO, and in her absence, the employees of the ACVO, are authorized to make any and all communications regarding the community-based mental health services the subject of this MOU. At the time of the signing of this MOU, the VSO may be contacted at:

Elizabeth Branson
Atascosa County Veterans Service Officer
ebranson@co.atascosa.tx.us
Phone: (830) 769-3251, x 4501
Fax: (830) 769-2319

9. Compliance with Laws and Changes in Law. The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations that affect the conduct of services provided and the performance of obligations undertaken under this MOU. The Parties agree that any alterations, additions, or deletions to the terms of this MOU that are required by changes in federal or state law or regulations are automatically incorporated into the MOU without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
10. Severability. In case any one or more provisions contained in this MOU are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. Governing Law and Venue. This MOU, and any dispute or claim arising from it, shall be governed by the law of the State of Texas, and no consideration shall be given to choice of law rules. Venue shall be proper in the District Court of Atascosa County, along with appropriate appellate courts, or, if it has or can acquire jurisdiction, the Western Texas District of the United States District Courts.
12. No Waiver of Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense available under the law on behalf of itself, its officers, employees, agents, or volunteers as a result of its execution of this MOU and the performance of the covenants contained herein.
13. Non-Exclusive Agreement. This MOU is not intended to be an exclusive agreement, and Camino Real may enter into other similar agreements, provided, however, that any other agreement is reconciled with the terms of this MOU.
14. Binding Agreement. When this MOU is signed and delivered by the Parties, which may be executed in counterparts, this MOU shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Atascosa County, Texas, by an authorized representative of the County, and on behalf of Camino Real Community Services, by a duly authorized representative of the Board of Trustees.

ATTEST:

Weldon P. Cude
Atascosa County Judge

Date

Theresa Carrasco
Atascosa County Clerk

Date

Camino Real Community Services
Authorized Official

Date