PHYSICIAN'S SERVICES AGREEMENT

This Agreement is entered into by and between Collin County, Texas, a political subdivision of the State of Texas (The County), and Dr. James Shupe, M. D., a physician/psychiatrist licensed to practice medicine in the State of Texas (Dr. Shupe).

RECITALS

1. Applications for Court Ordered Mental Health Treatment and Applications for Court Authorization to Administer Psychoactive Medications are filed with the Probate Court of Collin County on a recurring basis.
2. Hearings and Trials on such Applications are conducted weekly.
3. The testimony of a physician/psychiatrist is required by law before the Probate Court can grant an Application for Court Ordered Mental Health Treatment and before the Probate Court can grant an Application for Court Authorization to Administer Psychoactive Medications.
4. No person can be committed to Court Ordered Mental Health Treatment and no person can be Court Ordered to receive Psychoactive Medications unless there is testimony from a physician/psychiatrist to support such Order.
5. Dr. Shupe is willing to provide the service of evaluating proposed mental health patients prior to trial and the service of testifying concerning their need or lack of need for Court Ordered Mental Health Treatment at trial.

Therefore, the parties agree as follows:

Section 1- Term

The term of this Agreement (Initial Term) shall commence on October 1, 2010, and shall continue in full force and effect until September 30, 2011. Prior to or upon expiration of the initial term the parties may agree to renew the term of the Agreement for additional periods (Renewal Terms) as may be mutually upon. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

Section 2- License

Dr. Shupe shall at all times during the term of this Agreement maintain in full force and effect the license issued to him by the Texas State Board of Medical Examiners. Tex. Rev. Civil Statutes Ann., Art. 4595b.

Section 3- Services

Dr. Shupe agrees to be available and to provide the service of evaluating proposed mental health patients, reviewing their medical records and mental health history prior to trial, and giving expert testimony concerning their need or lack of need for Court Ordered Mental Health Treatment, and the need or lack of need for Court Authorization to Administer Psychoactive Medications forty-eight weeks per year. Dr. Shupe will designate, with reasonable notice, four weeks per year when he will not provide such services.

Section 4- Status

The parties agree that Dr. Shupe shall be an independent contractor and not an employee of the County under this agreement.

Section 5- Services

The County will pay Dr. Shupe for the services provided under this agreement a and a rate of $6,000.00 per month beginning October 2010.

Section 6- Insurance

Dr. Shupe will purchase and maintain such professional liability insurance as will protect him for any claims arising out of or incident to the services provided by him under the provisions of this Agreement.

Section 7- Indemnification

For the act and omissions of Dr. Shupe that may produce liability under this agreement, Dr. Shupe agrees to indemnify, hold harmless, and defend the County, its agents, employees, and representatives from any claims, losses, damages, judgments, or other costs.

Section 8- Amendment

This Agreement shall not be amended or modified other than by a written agreement signed by all parties hereto.

Section 9- Controlling Law

This Agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas.

Section 10 Notices

All written communications provided for under this agreement shall be deemed to be given when delivered in person or deposited in the United States Mail, Registered or Certified, Return Receipt Requested, with proper postage prepaid addressed as follows:

(a) If to Dr. Shupe, address to:
James Shupe, M.D.
5984 Edinburgh
Plano, Texas 75093
Tel: 214-631-3663

(b) If to The County, address to:
Collin County Purchasing
2300 Bloomdale
McKinney, Texas 75071
Tel: 972-548-4117

With Copies to:
Collin County Probate Judge
1800 N. Graves, Suite 125
McKinney, Texas 75069

Or to such other address as may from time-to-time be specified in a notice given as provided in this Section 10.

Section 11- Captions

The heading to the various provisions of this Agreement have been inserted for convenient reference only and shall not establish, define, limit, expand, or modify the express provisions of this Agreement.

Section 12- Counterparts

This agreement may be executed in counterparts, each of which shall be deemed to be an original.

Section 13- Assignability

Neither this Agreement nor any duties or obligation hereunder shall be assignable by Dr. Shupe without the prior written consent of the County.

Section 14- Obligations of Conditions

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligations under the Agreement.

In Witness Whereof, the parties have executed this Agreement effective as state above.

James Shupe, M.D.

Date: 9/21/10

Keith A. Self
Collin County Commissioners Court
Date: 10/12/10