PROFESSIONAL SERVICES 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 hereinafter referred to as "LifePath", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of LifePath to provide for Teen Court participants for treatment for substance abuse and mental health disorders, hereafter referred to as "Project."

WHEREAS, the County received a grant from the Criminal Justice Division of the Governor's Office for the purpose of establishing the Collin County Juvenile Justice Delinquency Prevention Program; and

WHEREAS, LifePath can provide specialized services, not available to the County through its present staff of employees; and

WHEREAS, LifePath desires to render such services for the County upon the terms and conditions provided herein.

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. Employment of LifePath

The County hereby agrees to retain LifePath to perform services in connection with the Project; LifePath agrees to perform such services in accordance with the terms and conditions of this Agreement, 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.

II. Scope of Services

In exchange for said funds provided by the **COUNTY**, **LIFEPATH** will provide the following services to the citizens of Collin County for the year of 2014:

LIFEPATH shall provide early identification and diagnosis of teens with substance abuse and mental health disorders to provide treatment access, thus improving behavioral outcomes and preventing further involvement with the justice system.

LIFEPATH shall provide initial substance abuse/mental health evaluation for 20 participants, $350 each.

LIFEPATH shall provide 1-hour weekly out-patient treatment for 20 participants for 10 weeks, $150 per session.

LIFEPATH shall provide monthly drug testing services for 20 participants during 3 month program, $30 ea.

LIFEPATH shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by **LIFEPATH** and the administration 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.

III. Compensation and Method of Payment

The County agrees to fund LifePath for the above mentioned services. The maximum budget for these services is $38,800. LifePath understands and agrees that payment by the County to LifePath shall be in accordance with V.T.C.A. Government code 2251.

IV. Insurance

LifePath agrees to meet all insurance requirements as set forth on Exhibit "A" which is attached hereto and thereby made a part of this Agreement.

V. Indemnity

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 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 LifePath is legally liable.

VI. 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.

VII. Assignment and Subletting

LifePath agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. LifePath further agrees that the assignment or subletting of any portion or feature of the services required in the performance of this Agreement shall not relieve LifePath from its full obligations to the County as provided by this Agreement.

VIII. Audits and Records/Prohibited Interest

11.1 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) years 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.

11.2 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.

IX. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to LifePath. In the event of such termination without cause, LifePath shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by LifePath in connection with this Agreement. LifePath shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, LifePath shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

X. Complete Contract

13.1 This Agreement, including the exhibit hereto numbered "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.

13.2 Warranties 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. Life Path acknowledges that the County is relying upon LifePath's skill and experience in performing the services pursuant to this Agreement.

XI. Mailing of Invoices

To comply with County requirements when submitting requests for payment, LifePath agrees that all invoices to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County Auditor
2300 Bloomdale, Suite 3100
McKinney, TX 75071
accountspaypable@collincountytx.gov

County agrees to pay LifePath for the services provided under this contract and all payments for invoices shall be mailed to the following address:

Accounting Department
LifePath Services

P.O. Box 828
McKinney, TX 75070

XII. 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

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. 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.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective on the date of approval by Collin County Commissioners Court.

G. Term of Agreement

The term of this Agreement shall be in effect until services stated in section II are completed.

H. Observe and Comply

LifePath shall at all times observe and comply with all federal and State laws and regulations and with all County rules and procedures 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.

I. Financial Interest in any Contract by Owner's Officers, Employees or Agents

No officer, employee or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the contract involved voidable by the OWNER.

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: 2/20/2014

By: Michalyn Rains

Michalyn Rains, CPPO, CPPB
Purchasing Agent
Court Order No. 2014-115-02-17

LIFEPATH

Date: 1/30/2014

By: Randy Louton

Title: CEO

ACKNOWLEDGMENT

STATE OF TEXAS }
}
COUNTY OF Collin }

BEFORE ME, Jennifer Day on this day personally appeared J. Randy Routon, of LifePath System, a _____ Corporation, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of January, 2014.

Jennifer Day
Notary Public, State of Texas

Jennifer Day
Printed Name

JENNIFER DAY
Notary Public
STATE OF TEXAS
My Comm. Exp. July 29, 2015

My Commission expires on the 29 day of July, 2015

STATE OF TEXAS }
}
COUNTY OF COLLIN }

BEFORE ME, Sherrie LaFollett on this day personally appeared Michalyn Rains, CPPO, CPPB, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of February, 2014.

Sherrie LaFollett
Notary Public, State of Texas

Sherrie LaFollett
Printed Name

SHERRIE LAFOLLETT
Notary Public
STATE OF TEXAS
My Comm. Exp. March 5, 2016

My Commission expires on the 5 day of March, 2016.

EXHIBIT "A"

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) required by Texas Law indicating the coverage is to remain in force throughout the term of this contract. In addition to any coverage required by Texas Law, the vendor shall provide the following coverages.

- Broad Form Commercial General Liability insurance at minimum combined single limits of:
- $1,000,000 per occurrence
- $2,000,000 general aggregate, for bodily injury and property damage, which shall include independent contractors, and contractual liability.
- $2,000,000 Products-Completed operations per occurrence

1.2 Personal Automobile Liability insurance shall be no less than $1,000,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.3 Professional Liability Insurance at minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate. This policy must have 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.

2.0 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.0 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.1 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.3 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.

3.4 All copies of Certificates of Insurance shall reference the project/contract number.

4.0 All insurance shall be purchased from an insurance company that meets the following requirements:

4.1 A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.

5.0 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:

5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

5.2 Sets forth the notice of cancellation or termination to Collin County.