

## 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.

### W ITNESSETH:

**WHEREAS**, the County desires to engage the services of LifePath to provide services for Teen Court participants 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 here by, 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 exercise by professional organizations providing similar services in the DFW area.

#### **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 fiscal year of 2020:

**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.

SUB CATEGORY	DESCRIPTION
Drug Analysis or Employee Drug Testing Services	LIFEPATH shall provide lab supplies and service fees for drug screening tests; 20 participants, 3 tests per participant at \$30 each test.
Mental Health Assessment Services	LIFEPATH shall provide initial substance abuse/ mental health evaluation for 20 participants at \$300.00 each.
Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	LIFEPATH shall provide 1-hour weekly out-patient treatment sessions for 12 weeks at \$100.00 per session for 12 participants.
Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	LIFEPATH shall provide 1-hour weekly out-patient treatment sessions for 12 weeks at \$100.00 per session for 8 participants.

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

The last referral will be sent on May 31, 2020 and Collin County will not be billed for services past August 31, 2020.

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 \$31,800. LifePath understands and agrees that payment by the County to LifePath shall be in accordance with V.T.C.A. Government code 2251. LifePath will bill Collin County monthly with detailed invoicing.

### **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**

**8.1** 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.

**8.2** 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, Life Path 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**

**10.1** 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.

**10.2** 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. Life Path'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 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  
[accountspayable@collincounty.gov](mailto:accountspayable@collincounty.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**

### **11.1 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

### **11.2 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.

### **11.3 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.

### **11.4 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.

### **11.5 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.

### **11.6 Effective Date**

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

### **11.7 Term of Agreement**

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

### **11.8 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 order, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction and 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.

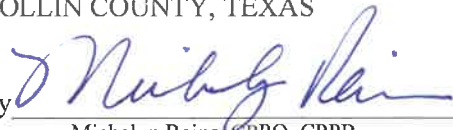
## **XII. Expenses for Enforcement**

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is 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.

WITNESS OUR HANDS AND SEALS on the date indicated below.

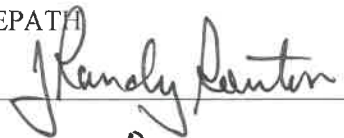
COLLIN COUNTY, TEXAS

Date: 12/2/19

By:   
Michalyn Rains, CPPO, CPPB  
Purchasing Agent  
Court Order No. 2019-1093-11-25

LIFEPATH

Date: \_\_\_\_\_

By:   
Title: CEO