

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 Life Path Systems hereinafter referred to as "Life Path", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of Lifepath to provide a Case Manager to work as part of the indigent defense team to individuals in the Collin County Mental Health Managed Counsel (MHMC) Program, hereinafter referred to as the "Project"; and

WHEREAS, the County received a grant from the Texas Indigent Defense Commission (TIDC) for the purpose of establishing the Collin County Mental Health Managed Counsel (MHMC) program; and

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

WHEREAS, Life Path 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 Life Path

The County hereby agrees to retain Life Path to perform services in connection with the Project; Life Path 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

2.1 The parties agree that Life Path shall perform such services as are set forth herein and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each year shall be preceded by a Purchase Order issued by County. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

III. Schedule of Services

3.1 Life Path agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Life

Path shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, Life Path shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Life Path shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251.

V. Information to be provided by the County

5.1 The County agrees to furnish to Life Path, prior to Life Path's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to Life Path as required for the Life Path's performance of its services. Life Path represents that it understands the scope of this Agreement and has reviewed and inspected the site, and can fully perform its obligations pursuant to this Agreement. Any failure of Life Path to acquaint itself with the available information will not relieve Life Path from its responsibilities pursuant to this Agreement.

VI. Progress Meetings

Life Path agrees to attend meetings scheduled with the County and/or Attorney Director and other meetings as may be required, related to the "Project" and scheduled by County and/or Attorney Director. Life Path shall, at such meetings, outline work accomplished and special problems encountered in connection with the Project during the previous report period, as well as planned work activities and special problems anticipated for the next report period.

VII. Insurance

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

VIII. Indemnity

Life Path 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 Life Path's fees and expenses, arising out of or occasioned by Life Path's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of Life Path, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts Life Path is legally liable.

IX. Independent Contractor

In the performance of services hereunder, Life Path 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.

X. Assignment and Subletting

Life Path 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. Life Path 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 Life Path from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

11.1 Life Path agrees that at any time during normal business hours, and as often as County may deem necessary, Life Path 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 Life Path 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.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Life Path. In the event of such termination without cause, Life Path shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Life Path in connection with this Agreement. Life Path shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to County. 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.

XIII. Complete Contract

13.1 This Agreement, including the exhibits hereto numbered "A" through "E", 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 Life Path.

13.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon Life Path by law with respect to Life Path'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. Life Path acknowledges that the County is relying upon Life Path's skill and experience in performing the services pursuant to this Agreement.

XIV. Mailing of Notices

Unless instructed otherwise in writing, Life Path agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County
Attn: Purchasing Department
2300 Bloomdale, Suite 3160
McKinney, TX 75071

County agrees that all notices or communications to Life Path permitted or required under this Agreement shall be addressed to Life Path at the following address:

Life Path Systems
Attn: Tammy Mahan
P.O. Box 828
McKinney, TX 75070

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XV. 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 Life Path, 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 July 15, 2013.

G. Term of Agreement

The term of this Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Life Path.

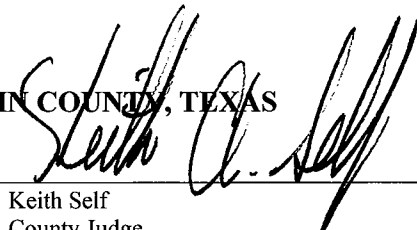
H. Observe and Comply

Life Path 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. Life Path 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.

WITNESS OUR HANDS AND SEALS on the date indicated below.

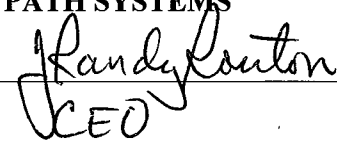
Date: 7/8/13

COLLIN COUNTY, TEXAS

By: 
Keith Self
County Judge
Court Order No. 2013-472-07-08

Date: _____

LIFE PATH SYSTEMS

By: 
Title: CEO

ACKNOWLEDGMENT

STATE OF TEXAS }

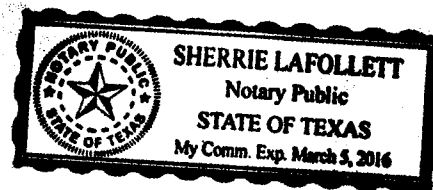
COUNTY OF Collin }

BEFORE ME, Sherrie LaFollett on this day personally appeared J Randy Rouston, of LifePath
_____, Corporation, known to me (or proved to me on the oath of _____
or through TXDL13657989 (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 9 day of July, 2013.

Sherrie LaFollett
Notary Public, State of Texas

Sherrie LaFollett
Printed Name



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

STATE OF TEXAS }

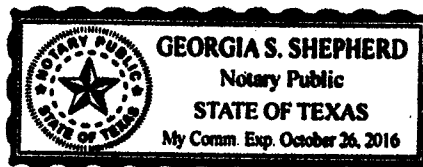
COUNTY OF COLLIN }

BEFORE ME, Georgia S. Shepherd on this day personally appeared Keith Self
County Judge 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 8th day of July, 2013.

Georgia S. Shepherd
Notary Public, State of Texas

Georgia S. Shepherd
Printed Name



My Commission expires on the 26th day of October, 2016.

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Work: Life Path shall provide one (1) Case Manager to Collin County to work under the general direction and guidance of the Managed Assigned Counsel office. The Case Manager will work as part of the indigent defense team, in direct communication with the appointed counsel to assist with mitigation strategy determination and defendant advocacy. The Case Manager will conduct interviews with clients, collect information and complete documentation, monitor client progress, refer clients for service, and other duties as assigned.

Work hours for the Case Manager will be Monday through Friday, 8:00 a.m. to 5:00 p.m.

DUTIES/RESPONSIBILITIES of Case Manager:

1. Reports to and works under the sole direction of the Attorney Director
2. Interview Clients
3. Collect and complete documentation needed for eligibility and referral
4. Collect grant data as required
5. Timely enter all information into the required data programs
6. Assist clients with problem solving and resolution
7. Develop action plan for client based on needs
8. Coordinate with service agencies, organizations and vendors to provide appropriate services
9. Serve as an advocate on behalf of the client
10. Make referrals to social service, education, and/or health agencies as needed
11. Relate all case information to the appointed attorney
12. Participate as a team member during specialized case dockets
13. Assist in client transition to probation and development of appropriate conditions
14. Collaborate and coordinate with jail staff to ensure client needs are addressed
15. Ensure client-privileged communications are maintained.
16. Provide statistical information as required
17. Ensure effective communications among/between all stakeholders

Special Considerations:

18. The Collin County MHMC office may be abolished at any time by the Collin County Commissioners' Court.
19. The contract shall be implemented in accordance with Code of Criminal Procedure Chapter 26.
20. Any travel associated with this project will not be reimbursed by the County.
21. The Case Manager shall agree to all Information Technology (IT) policies and procedures required by the County.
22. The Case Manager as part of the Mental Health Managed Counsel program will fall under the attorney-client privilege of the appointed attorney.
23. The Case Manager is knowledgeable of confidentiality of information on persons served under this contract and that all such health information is kept confidential in accord with

Texas Administrative Code, (Chapter 414, SubChapter A regarding the Health Insurance Portability and Accountability Act).

County Provided Equipment:

- 24. County will provide the following equipment as necessary:
 - 24.1 Computer, software, scanners, printer, fax machine, copier and office supplies.
 - 24.2 Desk, Chairs, File Cabinets
 - 24.3 Office Phone

Privacy of information sharing and security

25. Privacy of information sharing and security is of the utmost importance. Access to the Case Manager and Jail Manager program in Odyssey will not be granted off the premises for case managers. All necessary client information will be granted by the County Information Technology department on County approved/purchased equipment. All case manager support provided through this agreement will be located at the Collin County Courthouse and equipment will be provided by the County. All equipment purchased by the County will be labeled, maintained, and inventoried in accordance with the County's equipment policies and procedures.

EXHIBIT “B”

SCHEDULE

Term of Contract will begin on July 15, 2013. This contract will terminate on July 31, 2014 with the option to extend the contract for additional one (1) year periods, with a contract amendment executed by both parties upon approval by Commissioners' Court and continuation of grant funding.

EXHIBIT "C"

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis in the amount of \$4,400.

EXHIBIT “D”

INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to Life Path any and all information, data, etc. as it may have in its possession relating to the project described herein.

EXHIBIT "E"

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.