

STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN               §

PROFESSIONAL SERVICES CONTRACT

PARTIES

This Professional Services Contract is entered into this \_\_th day of June, 2015, (July 1, 2015) by and between Collin County, Texas, a political subdivision of the State of Texas, whose address is: Collin County Administration Building, 2300 Bloomdale Road, McKinney, Texas 75071 (hereafter referred to as "County") and Public Information Associates, whose address is: P.O. Box 570, Allen Texas 75013 (hereafter referred to as "Consultant").

RECITALS

A. The County desires to extend a contract with the Consultant to provide professional services for the County. The "Work" as defined below is to enable the County to achieve specific goals and objectives in serving as the anchor entity ("Anchor") for the Regional Healthcare Partnership known as "RHP 18" pursuant the Medicaid 1115 waiver negotiated between the State of Texas and the Centers For Medicare and Medicaid Services. In addition, Work includes preliminary project management toward the implementation of a county-based behavioral health program.

B. Consultant desires to perform Work for the County.

AGREEMENT

In consideration of the foregoing recitals and the mutual terms and conditions set forth below, the County and the Consultant agree as follows:

I. DEFINITIONS.

"Authorized Representative" means a person representing a party to this Contract who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Contract. Consultant's Authorized Representatives are the persons so identified in Exhibit C. The County's Authorized Representatives are the persons so identified in Exhibit D. However, the County Representatives listed in Exhibit D do not have authority to commit County financial resources.

"Confidential Information" is defined in Section 7.1.

"Contract" means all terms and conditions herein including the Exhibits attached hereto:

1. Exhibit A -Statement of Work and Phases/Milestones/Fee
2. Exhibit B -Consultant's Authorized Representative(s)
3. Exhibit C -County's Authorized Representative(s)

4. Exhibit D -Standard Professional Services Invoice
5. Exhibit E -Deliverable Review Process
6. Exhibit F-Change Control Process
7. Exhibit G - Consultant's Certificate of Insurance

"Deliverable(s)" means all components of the Work Product and all related legal rights to own or use Work Product to be delivered under this Contract as listed in the Statement of Work, Exhibit A.

"Delivery Schedule" means the schedule that includes the completion date of each milestone and the delivery date for each Deliverable as listed in the Statement of Work, Exhibit A.

"Documentation" means all documents, including documents that are Deliverables described in the Statement of Work, Exhibit A.

"Effective. Date" means the date on which this Contract is fully executed by the County and the Consultant in accordance with applicable laws, rules and regulations.

"Intellectual Property Rights" is defined in Section 9.2.

"Key Persons" means the Project Director (whether one or more) designated in Exhibit B, Consultant's Authorized Representatives, and all other Consultant personnel, or otherwise employed or retained by Consultant who will be principally responsible for the Work.

"Maximum Not-To-Exceed Compensation" is defined in Section 5.1.

"Project Director" means Consultant's representative who manages the processes and coordinates the Work with the County's Project Manager to ensure delivery of the Work Product. Consultant's Project Director is the person so identified in Exhibit B.

"Project Manager" means a County representative who coordinates the County's responsibilities under the Contract with Consultant and who monitors all aspects of the Work. County's Project Manager is the person so identified in Exhibit C.

"Schedule of Deliverables" means a document that describes each Deliverable, measurable attributes of each Deliverable, milestones within each Deliverable with identification of the work activities that are associated with them, and a planned completion date for each Deliverable as listed in the Statement of Work, Exhibit A.

"Statement of Work" means the Schedule of Deliverables, the payment schedule, and any other items as agreed by the parties, all attached hereto as Exhibit A.

"Work" means all work to be performed under this Contract, as more fully described in the Statement of Work Exhibit A.

"Work Product" means the fully developed or completed version or iteration of the Work and Deliverables to be developed or acquired by Consultant and delivered to the County under this Contract.

## II. SCOPE OF SERVICES.

The County desires to hire Consultant to provide consulting services to work with the County. The "Work" is to enable the County to achieve specific goals and objectives as defined in this Contract.

Consultant agrees to perform the Work described in the Statement of Work, Exhibit A, employing a methodology that is consistent with any County policies, procedures, and standards as authorized under Section 16.20.

The Statement of Work shall include:

- (a) A description of the Work;
- (b) The Schedule of Deliverables;
- (c) Performance milestones relating to the Deliverables;
- (d) Documentation and reporting obligations required by County;
- (e) The payment schedule.

Any additions, modifications, or subtractions to the Statement of Work will be made in accordance with the process outlined in Exhibit F.

## III. CONSULTANT'S PERSONNEL.

3.1 Project Director. Consultant shall designate one of the Key Persons as Project Director for the Work. The Project Director shall be familiar with the County's business operations and objectives, shall be highly qualified to perform the Work, and shall perform the Work in accordance with the highest professional standards. The Project Director shall fully participate and cooperate with the County in periodic review sessions and will upon request provide detailed progress reports that identify completed tasks and the status of the remaining Work.

3.2 Consultant's Employees and Subcontractors. Consultant shall be allowed to use subcontractors to perform the Work so long as Consultant provides notice to the County of its intent to use subcontractors. Consultant represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner.

3.3 Assignment of Personnel. Consultant agrees to use its best efforts to ensure that the Project Director and assigned employees and authorized subcontractors continue performing the

Work through the Contract term. Consultant agrees that it will not reassign the project Director or assigned employees or authorized subcontractors without notifying the County and obtaining the County's written consent after first demonstrating to the County's satisfaction that personnel replacements have comparable skill, experience and familiarity with the Work to ensure its successful completion.

#### IV. TERM.

This Contract shall be effective on the Effective Date defined in Section I, and shall expire on the earlier of the date on which the County accepts the Work or one (1) year from the Effective Date. The term of this Agreement may be extended at the option of County on the same terms and conditions as stated herein upon the County's delivery of written notice to extend to Consultant at least thirty (30) days prior to the expiration of the initial or any extension term.

#### V. PAYMENT.

5.1 Payment Amount. The Maximum Not -To-Exceed Compensation, p a y a b l e t o Consultant for the Work, Deliverables and Work Products as defined in Exhibit A is, which includes Three Hundred Twenty-Four Thousand Five Hundred dollars \$324,500 in estimated expenses. Consultant and the County agree that Consultant shall continue performing the Work until completion and delivery of all Work Products and that no additional compensation will be paid unless authorized by a lawful amendment to this Contract. The County shall pay Consultant for the Work, Deliverables and Work. Products identified in Exhibit A as each phase of the project is completed and accepted by the County.

5.2 Expenses. The County will not pay any expenses incurred by Consultant unless expressly authorized in Exhibit A.

5.3 Invoices. The County shall pay, in accordance with Texas Government Code 2251, Consultant upon Consultant's completion of a milestone detailed in Exhibit A and submission of a sufficiently detailed invoice on the form provided by Exhibit D, for Work performed by the Consultant and approved by the County. Such invoices shall describe all Work performed with particularity and by whom it was performed, including name and job title and reference to the specific Work activity, and shall explain all expenses for which reimbursement is claimed. The invoices also shall include the total amount invoiced to date by Consultant prior to the current invoice. Consultant shall submit invoices to the County's Project Manager. The County will have the right to review each such invoice for compliance with the requirements of this Section 5.3 and any other relevant provisions of this Contract, prior to any payments being made to the Consultant.

The invoices also shall include the total amount invoiced to date by Consultant prior to the current invoice. Consultant shall submit invoices to the County's Project Manager. The County will have the right to review each such invoice for compliance with the requirements of this Section 5.3 and any other relevant provisions of this Contract, prior to any payments being made to the Consultant.

5.1 Deliverable Review Process. Prior to any payments invoiced under Section 5.3, the Consultant is responsible for obtaining appropriate approvals as described in Exhibit E.

## VI. OWNERSHIP RIGHTS.

6.1 Ownership. The County shall be the owner of all right, title, and interest in and to the Work Products, Deliverables and all tangible and intangible property produced or created by Consultant pursuant to this Contract and the owner of all copyright, patent, trademark, trade secret, and all other proprietary rights in and to such Work, Work Product, Deliverables, and property.

6.2 Work Made for Hire. All Work Products, Deliverables, and other property subject to copyright protection produced for the County by Consultant under this Contract shall be deemed "work made for hire" within the meaning of the U.S. Copyright Act of 1976, as amended. If any Work, Work Product, Deliverables or other property is determined not to be a work made for hire, Consultant hereby assigns to the County all right, title and interest in and to such Work Products, Deliverables and other property, as well as all related copyright and all other related proprietary rights therein. Consultant agrees to execute any documents reasonably requested by the County to vest fully such rights in the County.

6.3 Further Assurances. Consultant shall execute any instruments and do all other things reasonably requested by the County (both during and after the term of this Contract) in order to vest more fully in the County any and all ownership rights in those items hereby transferred by Consultant to the County. In the event the County is unable, after reasonable effort, to secure Consultant's signature on any letters patent, copyright applications or documents or instruments necessary to evidence the County's ownership rights in, or to evidence the transfer to the County of ownership rights in, the Work Products, Deliverables or other property, for any reason whatsoever, Consultant hereby irrevocably designates and appoints the County and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and in its behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, and other analogous protection thereon with the same legal force and effect as if executed by Consultant.

6.4 No Rights. Nothing in this Contract shall be construed as granting to or conferring upon Consultant any right, title, or interest in any intellectual property that is now owned or subsequently owned by the County. Nothing in this Contract shall be construed as granting to or conferring upon the County any right, title, or interest in any intellectual property owned by Consultant that is outside the scope of this Contract.

## VII. CONFIDENTIALITY AND NON-DISCLOSURE.

7.1 Confidential Information. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to the County. Any and all information of any form obtained by Consultant or its employees or agents in the performance of this Contract shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document (b) is furnished by the County to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; or (d) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

7.2 Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to the County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist the County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise the County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with the County in seeking injunctive or other equitable relief in the name of the County or Consultant against any such person. Consultant agrees that, except as directed by the County, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Contract or at the County's request Consultant will turn over to the County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

7.3 Injunctive Relief. Consultant acknowledges that breach of this Article VII, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to the County that is inadequately compensable in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

## VIII. CONSULTANT'S REPRESENTATIONS AND WARRANTIES.

8.1 Consultant's General Representations and Warranties. Consultant represents and warrants to the County that:

- (a) Consultant has the power and authority to enter into and perform this Contract;
- (b) This Contract, when executed and delivered, will be a valid and binding obligation of Consultant enforceable in accordance with its terms; and
- (c) Consultant will, at all times during the term of this Contract, be qualified to do business in the State of Texas, professionally competent and duly licensed to perform the Work.

8.2 Performance Warranties. Consultant warrants to the County that: (1) Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and Consultant will apply that skill and knowledge with care and diligence to ensure that the Work and Work Products provided under this Contract will be performed and delivered in accordance with the professional standards in the Contract for Consultant's personnel and in accordance with industry standards, and (2) following the date of completion of the Work, the Work Product and the Deliverables will conform to the Statement of Work. Consultant specifically warrants that as to any Deliverable hereunder such Deliverable shall (a) be free from material errors caused by Consultant's failure to fulfill its obligations under this Contract, and (b) materially conform to all requirements and specifications contained in the Statement of Work Exhibit A.

8.3 Warranties Cumulative. Consultant's warranties provided in this Article VIII are in addition to and not in lieu of any other warranties provided in this Contract including any in the Proposal. All warranties provided for in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the County.

## IX. INDEMNITIES AND INSURANCE.

9.1 General Indemnity. Consultant shall defend, save, hold harmless, and indemnify the County and its agencies, subdivisions, officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Consultant or its officers, employees, subcontractors, or agents under this Contract; provided, that the County shall provide Consultant with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Consultant's expense, in the defense thereof. Consultant shall have control of the defense and settlement thereof, but neither Consultant nor any attorney engaged by Consultant shall defend the claim in the name of the County or any agency of the County, nor purport to act as legal representative of the County or any of its agencies, without the prior written consent of the County. The County may, at its election and expense, assume its own defense and settlement in the event that the County determines that Consultant is prohibited from defending the County,

is not adequately defending its interests, or that an important governmental principle is at issue and the County desires to assume its own defense.

9.2 Intellectual Property Indemnity. Without limiting the generality of Section 9.1, Consultant expressly agrees to defend, indemnify, and hold the County and its agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, and damages arising from or in connection with any claims that the Work Products or Deliverables or use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party; provided, that the County shall provide Consultant with prompt written notice of any infringement claim. Consultant shall have control of the defense and settlement of the claim, but neither Consultant nor any attorney engaged by Consultant shall defend the claim in the name of the County, nor purport to act as legal representative of the County or any of its agencies, without the prior written consent of the County. The County may assume its own defense and settlement in the event that the County determines that Consultant is prohibited from defending the County or is not adequately defending its interest or that an important governmental principle is at issue and the County desires to assume its own defense. If Consultant, in its sole discretion, believes at any time that the Work Products or Deliverables infringe a third party's Intellectual Property Rights, Consultant may, at its own expense and option and upon receipt of the County's prior written consent, replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item. If Consultant is unable to replace an infringing item or modify it to make it non-infringing, and as a result, the County determines, in its sole discretion, that the remaining non-infringing items of the Work Products and Deliverables do not conform to the Statement of Work, Consultant shall be liable to the County for any damages resulting from the non-infringing items failure to conform to the Statement of Work.

9.3 Insurance. At all times during the course of performing the Work under this Contract, including any renewals or extensions, Consultant shall maintain general liability insurance with a minimum of \$1,000,000 per occurrence and an aggregate coverage of at least \$2,000,000. A copy of Consultant's current Certificate of Liability Insurance is attached hereto as Exhibit G. Consultant shall not cause such policy(ies) of insurance to lapse during the term of this Contract, including any renewals or extensions, unless replaced with other liability insurance policies of a like nature and amount.

## X. EVENTS OF DEFAULT.

10.1 Default by Consultant. Consultant shall be in default under this Contract if:

10.1.1 Consultant institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

10.1.2 Consultant no longer holds a license or certificate that is required for Consultant to perform the Work and Consultant has not obtained such license or certificate within ten

(10) business days after delivery of the County's notice or such longer period as the County may specify in such notice; or

10.1.3 Consultant commits any material breach or default of any covenant, warranty, obligation or certification under this Contract fails to perform the Work in conformance with the specifications and warranties provided herein, or so fails to pursue the Work as to endanger Consultant's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within thirty (30) business days after delivery of County's notice or such longer period as the County may specify in such notice.

10.2 **Default by the County.** The County shall be in default under this Contract if:

10.2.1 The County fails to pay Consultant any amount due in good faith pursuant to the terms of this Contract, and the County fails to cure such failure within thirty (30) business days after delivery of Consultant's notice or such longer period as Consultant may specify in such notice; or

10.2.2 The County commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and County fails to cure such failure within thirty (30) business days after delivery of Consultant's notice or such longer period as Consultant may specify in such notice.

## XI. REMEDIES FOR DEFAULT

11.1 **County's Remedies.** In the event Consultant is in default under Section 10.1, the County may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- (a) Termination of this Contract under Section 12.2;
- (b) Withholding all monies due for Work that Consultant is obligated but has failed to perform after the County has notified Consultant of the nature of Consultant's default;
- (c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;

These remedies are cumulative, and to the extent the remedies are not inconsistent, the County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under Sections 10.1, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 12.1.

11.2 Consultant's Remedies. In the event the County terminates the Contract for convenience under Section 12.1, or in the event the County is in default under Section 12.2 and whether or not Consultant elects to exercise its right to terminate the Contract under Section 12.3, Consultant's sole monetary remedy shall be a claim for the unpaid invoices, a pro-rata share of phases partially completed and accepted by the County, authorized expenses incurred less previous amounts paid for this work and any claims which the County has against Consultant. The total amount of payment(s) shall not exceed the Maximum Not-To-Exceed Compensation as specified in Section 5.1. If previous amounts paid to Consultant exceed the amount due to Consultant under this Section 11.2, Consultant shall immediately pay any excess to the County upon written demand.

## XII. TERMINATION.

12.1 County's Right to Terminate for Convenience. The County may, in its sole discretion, terminate this Contract, in whole or in part, upon thirty (30) days prior written notice to Consultant. In addition, the County may terminate this Contract at the end of any phase or upon the completion of any milestone on ten (10) days prior written notice to Consultant

12.2 County's Right to Terminate for Cause. In addition to any other rights and remedies the County may have under this Contract, the County may terminate this Contract, in whole or in part, immediately upon written notice to Consultant, or at such later date as the County may establish in such notice, or upon expiration of the time period and with such notice as provided in Section 12.2.4 and 12.2.5 below, upon the occurrence of any of the following events:

12.2.1 The County fails to receive funding, appropriations, or other expenditure authority at levels sufficient to pay for Consultant's services;

12.2.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source;

12.2.3 Consultant is in default under Section 10.1.1 because Consultant institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

12.2.4 Consultant is in default under Section 10.1.2 because Consultant no longer holds a license or certificate that is required for it to perform the Work and Consultant has not

obtained such license or certificate within ten (10) business days after delivery of the County's notice or such longer period as the County may specify in such notice; or

12.2.5 Consultant is in default under Section 10.1.3 because Consultant commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Work in conformance with the requirements and warranties provided herein, or so fails to pursue the Work as to endanger Consultant's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within thirty (30) business days after delivery of County's notice or such longer period as the County may specify in such notice.

12.3 Consultant's Right to Terminate for Cause. Consultant may terminate this Contract with such written notice to the County as provided in Sections 12.3.1 and 12.3.2, or at such later date as Consultant may establish in such notice, upon the occurrence of the following events:

12.3.1 The County is in default under Section 10.2.1 because the County fails to pay Consultant any amount pursuant to the terms of this Contract, and the County fails to cure such failure within thirty (30) business days after delivery of Consultant's notice or such longer period as Consultant may specify in such notice; or

12.3.2 The County is in default under Section 10.2.2 because the County commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and the County fails to cure such failure within thirty (30) business days after delivery of Consultant's notice or such longer period as Consultant may specify in such notice.

12.4 Return of Property. Upon termination of this Contract for any reason whatsoever, the County is immediately entitled to receive all its property (including without limitation Confidential Information or any Work Product or Deliverables for which the County has made Payment in whole or in part) that is in the possession or under the control of Consultant in whatever stage of development and form of recordation such County property is expressed or embodied at that time.

### XIII. INDEPENDENT CONTRACTOR; TAXES AND WITHHOLDING.

13.1 Perform All Work. Consultant shall perform all Work as an independent contractor. Although the County reserves the right (a) to determine (and modify) the delivery schedule for the Work and (b) to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Work.

13.2 Declaration and Certification. If Consultant is currently performing work for the County, the State of Texas or the Federal Government Consultant by execution of this Contract declares and certifies that Consultant's Work creates no potential or actual conflict of interest. Consultant also declares and certifies by execution of this Contract that it is not an officer, employee, or agent of the County.

13.3 Responsible for Taxes. Consultant shall be responsible for all Federal and State taxes applicable to compensation and other payments paid to Consultant under this Contract and, unless Consultant is subject to backup withholding, the County will not withhold from such compensation and payments any amount to cover Consultant's federal or state tax obligations. Consultant is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Consultant under this Contract, except as a self-employed individual.

#### XIV. COMPLIANCE WITH APPLICABLE LAW.

Consultant shall comply with all Federal, State and Local laws, Regulations, Executive Orders and Ordinances applicable to the Contract. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the. Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (iii) the Americans with Disabilities Act of 1990, as amended; (iv) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (v) The Vietnam. Era Veterans' Readjustment Assistance Act of 1974, as amended; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations. These laws and regulations are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

#### XV. DISPUTE RESOLUTION.

15.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between the County and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within Collin County in the State of Texas; provided, however, if a Claim must be brought in a federal jurisdiction, then it shall be brought and conducted solely and exclusively within the United States District Court located in Sherman, Texas. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONSULTANT BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 15.1.

15.2 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflict of laws.

## XVI. MISCELLANEOUS PROVISIONS

16.1 Order of Precedence. This Contract consists of the following documents that are listed in descending order of precedence: (a) the terms and conditions stated herein; (b) approved project deliverable documents; (c) the Statement of Work, Exhibit A; (d) any other and all Exhibits referenced herein. All applicable Exhibits are hereby incorporated into the Contract.

16.2 Subcontracts and Assignment. Consultant shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract without the County's prior written consent. Any proposed use of a subcontractor that is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of the County. The County's consent to any subcontract shall not relieve Consultant of any of its duties or obligations under this Contract.

16.3 Successors and Assigns. The provisions of this Contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

16.4 No Third-Party Beneficiaries. The County and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

16.5 Funds Available and Authorized. The County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Consultant understands and agrees that the County's payment of amounts under this Contract attributable to Work performed after the Last day of the current fiscal year is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

16.6 Records Maintenance; Access. Consultant shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain any other records pertinent to this Contract in such a manner as to clearly document Consultant's performance. Consultant acknowledges and agrees that the County and/or their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writing of Consultant that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

16.7 Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations and declarations set forth in Articles V, VI, VII, VIII, IX, X, XI, XVI, Sections 12.4, 16.6, 16.8 and 16.20.

16.8 Time Is of the Essence. Consultant agrees that time is of the essence under this Contract.

16.9 Force Majeure. Neither County nor Consultant shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

16.10 Notices. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery of, facsimile transmission of, or mailing the same, postage prepaid, to Consultant or the County at the address or number set forth on the signature page of this Contract or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 16.10. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when the transmitting machine generates receipt of the transmission. To be effective against the County, such facsimile transmission must be confirmed by telephone notice to the County's Authorized Representative. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate Authorized Representative.

16.11 Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

16.12 Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

16.13 Amendments. This Contract may be amended, modified, or supplemented only by a written amendment signed by the County and Consultant that has been approved by Commissioners Court. Any amendment that provides for additional services may only provide for services directly related to the overall scope of services described in this Contract, and no amendment shall be effective until all requisite signatures and approvals are obtained.

16.14 Waiver. The failure of the County to enforce any provision of this Contract or the waiver of any violation or nonperformance of this Contract in one instance shall not constitute a waiver by the County of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all

necessary County approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

16.15 Headings. The headings in this Contract are included only for convenience and shall not control or affect the meaning or construction of this Contract

16.16 Integration. This Contract and attached Exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

16.17 No Partnership. This Contract is not intended, and shall not be construed, to create a partnership or joint venture between the County and Consultant. Nothing in this Contract shall be construed to make the County and Consultant partners or joint venture participants.

16.18 Publicity. Consultant agrees that it will not disclose the form, content or existence of this Contract or the Work Product or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with the County, whether or not such disclosure, publicity or association implies an endorsement by the County of Consultant's services, without the prior written consent of the County.

16.19 Most Favored Customer. Consultant agrees to treat the County as its most favored customer. Consultant represents that all of the provisions of this Contract are comparable to or better than the equivalent provisions being offered by Consultant to any of its other customers. If Consultant offers more favorable provisions to any customer during the term of this contract Consultant shall notify the County of such provisions and make them applicable to this Contract as of the date the more favorable provision became effective as to any other customer of Consultant.

16.20 Policies. Consultant employees and permitted subcontractors shall observe and comply with all policies, procedures, and standards developed and approved by the County.

16.21 Escalation Procedures. In the event of an unacceptable Deliverable, other deficient performance, or the occurrence of any billing disputes, and upon the County's written notice to Consultant, Consultant must dispatch a senior manager to the County's office in McKinney, Texas within two (2) business days of Consultant's receipt of such written notice. In the event of Consultant's delivery of two consecutive unacceptable Deliverables, or failure of Consultant to cure any unacceptable Deliverables, other deficient performance or to resolve any billing dispute, and upon the County's written notice to Consultant, Consultant must dispatch an executive (Vice President or higher) to the County's office in McKinney, Texas within five (5) business days of Consultant's receipt of such written notice to conduct a root-cause analysis of the failure of Consultant to deliver acceptable Deliverables, resolve other deficient performance, or resolve any billing dispute.

16.22 Interpretation. Captions of the Paragraphs of this Contract are for reference purpose only and do not constitute terms or conditions hereof. The Parties acknowledge that they have thoroughly reviewed this Contract and bargained over its terms. Accordingly, neither Party shall be considered responsible for the preparation of this Contract, which shall be deemed to have

been prepared jointly by both parties. The provisions of the Contract allocate the risks between the Parties. The terms and conditions included herein, including but not limited to the pricing of the Services, reflect this allocation of risk, and each provision herein is part of the bargained-for consideration of this Contract.

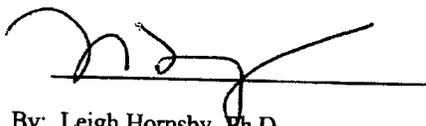
16.23 Neither the Consultant nor the County may hire the other party's employees for a period of time beginning with the date of execution of this contract and ending one year after that date.

16.24 Acknowledgment. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONSULTANT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives as of the Effective Date.

COURTORDER:

CONSULTANT

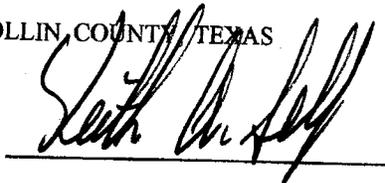


By: Leigh Hornsby, Ph.D.

Title: Principal

Date: May \_\_, 2015

COLLIN COUNTY, TEXAS



By: Keith Self

Title: County Judge

Date: June \_\_, 2015

EXHIBITS

- Exhibit A - Statement of Work and Phases/Milestones/Fee
- Exhibit B - Consultant's Authorized Representative(s)
- Exhibit C - County's Authorized Representative(s)
- Exhibit D - Standard Professional Services Invoice
- Exhibit E - Deliverable Review Process
- Exhibit F - Change Control Process
- Exhibit G - Consultant's Certificate of Insurance

EXHIBIT A - CONSULTANT'S STATEMENT OF WORK AND  
PHASES/MILESTONES/ FEE

**REGIONAL HEALTHCARE PARTNERSHIP (RHP) 18 MEASUREMENTS**

Task Number	Task Description	Time Frame	Estimated Hours	Estimated Expenses
1	Provide a web-based project management system enabling Medicaid waiver project providers to document tasks and accomplishments in Demonstration Years 4 and 5 Category 1, 2, 3 and 4 metrics; monitor and create periodic reports.	July-June	200	\$5,500 (Performance Logic)
2	Ongoing planning, conducting, reporting, and following up to required Learning Collaborative events and related meetings	July-June	220	\$1,000
3	Ongoing planning, conducting, reporting, and following-up to deliberations and actions of the RHP18 Executive Committee	July-June	240	
4	Troubleshooting, problem-solving, advising and coordinating with providers, stakeholders and state agencies; Maintaining RHP18 website, including email and verbal correspondence; content analysis and edits per project related materials	July-June	320	
5	Coordinate and perform tasks associated with the Uncompensated Care (UC) funding processes	July-June	40	
6	RHP18 Plan modifications including applications for renewals/extensions according to HHSC	July-June	100	
7	Statewide training and engagement with other Anchor entities & all required reports and communications with HHSC	July-June	520	\$3,000
8	Technical assistance to providers; Periodic unscheduled reports; other project reports including administrative costs; RHP18 Anchor Team updates/deliberations	July-June	196	
	<b>Estimated Total</b>		1,836 hours	\$186,600
				\$9,500

**BEHAVIORAL HEALTH PROJECT**

Task Number	Task Description	Time Frame	Estimated Hours	Estimated Expenses
1	Acquire data from the state and other organizations, on NorthSTAR utilization for use in developing the local plan required by the state; associated travel.	July-Oct	100	\$1,000
2	Statistical technical services and mapping	July-Oct	100	\$2,500 (GIS services)
3	Technical expert review and engagement in project work group activities.	July-Oct	100	\$2,500 (Contracted services)
4	Ongoing Community Needs Assessment & Outreach to stakeholders, including interviews, analysis, follow-up, reports	July-June	200	
5	Continue Project Work Groups and conduct in-person and teleconference meetings, prepare reports, follow-up actions.	July-June	100	\$200/month (Mileage/support items/printing)
6	Data analysis & forecasting (including projected project needs for next five years). Includes acquisition, study and extrapolation of local and national models for mental health and substance abuse treatment programs and managed care models	July-June	80	
7	Conduct and participate meeting with stakeholders, establishing and maintaining effective communications in discussions with key leaders and current providers and clients to determine and evaluate implications of changes/transition such as policies, financing and operations.	July-Oct	80	
8	Participate in state meetings regarding this transition, including travel to Austin per month regarding transition plans	July-June	85	\$800/quarter
9	Development and maintenance of any and all briefing/one-page documents, and periodic updates and reports to Collin County and other relevant organizations/agencies, including graphic services.	July-June	100	\$300 (Graphic services)
10	Writing, editing, submitting documentation for relevant State Agencies.	July-June	200	
			1,145 hours	
	<b>Estimated Total</b>		\$116,500	\$11,900

Total Estimated Labor Hours per Week: 60  
 Total Estimated Fee: \$303,100 (blended rate)  
 Estimated Expenses: \$21,400  
**Total Estimated Contract Amount: \$324,500**

Exhibit B - Consultant's Authorized Representative(s)

Leigh Hornsby, Ph.D.  
Principal, Public Information Associates  
P.O. Box 570  
Allen, Texas 75013  
214-551-5401  
leigh.hornsby@publicinformationassociates.com

Judy Meyer  
Principal, Public Information Associates  
P.O. Box 570  
Allen, Texas 75013  
214-495-0403  
judy.meyer@publicinformationassociates.com

Exhibit C -County's Authorized Representative(s)

Bill Bilyeu  
County Administrator  
Collin County Administration Building 2300  
Bloomdale Road  
McKinney, Texas 75071  
(972) 548-4698  
bbilyeu@co.collin.tx.us

### Exhibit D -Standard Professional Services Invoice

- Invoice Number
- Period of Performance.  
Description
- Direct Labor/Project  
Deliverables
- Names of Project  
Participants
- Labor
- Direct Expenses
- Travel
- Reproductions/Prints
- Total Invoice

## Exhibit E -Deliverable Review Process

The County's Project Manager (County Administrator), along with the Project Manager's internal team will review each of Consultant's invoices for payment received from the Consultant and shall verify that the respective milestone(s) of the Work have been met. In such event that the Project Manager cannot verify to his/her satisfaction that the milestone(s) of the Work have been met, the Project Manager shall request additional information and documentation so as to timely assess the completion of such milestone(s) and for purposes of facilitating payment to Consultant for work performed.

### Exhibit F- ChangeControlProcess

Should the Texas Health and Human Services Commission or another, related State agency determine that the current anchor objectives should be changed or altered, the Project Manager and County Project Manager (County Administrator) will hold at least one meeting to mutually determine if the requested or required work is not covered within the current Scope of Work. If the new requirements are out of scope, a new Scope of Work will be prepared and approved by both parties, along with price and schedule adjustments.

Exhibit G - Consultant's Certificate of Insurance



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
4/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hemphins Insurance 304 E. McDermott Allen TX 75002		<b>CONTACT NAME:</b> Candace DeLuna <b>PHONE (A/C No. Ext.):</b> (972) 396-9797 <b>FAX (A/C No.):</b> (972) 396-9535 <b>EMAIL ADDRESS:</b> candace@hemphins.com	
<b>INSURED</b> Public Information Associates PO Box 570 Allen TX 75013		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Ohio Security Insurance Company	<b>NAIC #</b> 24082
		<b>INSURER B:</b> Philadelphia	<b>NAIC #</b> 23850
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1541504788      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	INSURER (INSR. / WVD.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BBS6015998	4/27/2015	4/27/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Additional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAS6015998	4/27/2015	4/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XWS6015998	4/27/2015	4/27/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		PMS1027017	4/27/2015	4/27/2016	GENERAL AGGREGATE \$1,000,000 EACH OCCURRENCE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Automatic Additional Insured by written contract, agreement, or permit applies to the General Liability and Auto Liability. A Waiver of Subrogation applies to both the General Liability and Auto Liability.

<b>CERTIFICATE HOLDER</b>  Collin County 2300 Blooddale, Suite 3160 McKinney, TX 75071	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Brad Hemphins</i>
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