

AGREEMENT NO. 2025-213
COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between Dr. James Shupe, M.D., herein also referred to as Provider and Collin County, Texas.

STATEMENT OF WORK: Services shall be performed in accordance with the attached scope as outlined in Exhibit A, attached herewith.

All duties shall be performed in a manner consistent with Collin County procedures and policies.

COMPENSATION FOR SERVICES: Services shall be billed at a rate per the attached document (Exhibit B). Services are to be invoiced on a monthly basis for the work performed under this agreement.

No other expense or reimbursement shall be borne by Collin County unless stated herein.

- INVOICES shall include statement of work, examination and lump sum fees, and shall be submitted to the Collin County Probate Court, Court Coordinator, for approval prior to being submitted to the Collin County Auditor's Office, 2300 Bloomdale, Suite 3100, McKinney, Texas 75071.
- PAYMENT will be made for hours worked and/or lump sum fee in accordance with the Government Code, Section 2251.021.
- SALES TAX: Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT: This agreement will begin upon Date of Award, and will terminate effective September 30, 2026, with an option for two (2) annual renewals. Agreement will be reviewed 90 days prior to time of annual renewal.

This agreement shall remain in effect until any of the following occurs: agreement expires, terminated by either party with a ninety (90) calendar day written notice prior to any cancellation and must state therein the reasons for such cancellation. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to perform in accordance with terms and conditions of the agreement as stated herein.

ADDITIONAL CONDITIONS:

BENEFITS: Provider is not an employee of Collin County and is not entitled to any benefits offered to Collin County Employees.

INDEMNIFICATION: Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character,

name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in performance under this Agreement. Provider shall pay any judgment with cost, which may be obtained against Collin County growing out of such injury or damages.

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.

SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

FORCE MAJEURE: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Collin County, Texas.

ASSIGNMENT: The Provider shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

AMENDMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Amendments to this Agreement will be made in writing by the Collin County Purchasing Agent.

CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with Government Code Title 5, Subtitled C, Chapter 171.

DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any Provider considering doing business with a local government entity

disclose the Provider's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a Provider to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the Provider becomes aware of an event that requires the statement to be filed. A Provider commits an offense if the Provider knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the Provider represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

DISCLOSURE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

MEDICAL LICENSE: By signing this agreement, Provider shall at all times during the term of this Agreement maintain in full force and effect the license issued to him by the Texas State Board of Medical Examiners. Texas Occupations Code, Title 3. Health Professions, Subtitle B. Physicians, Chapters 155 and 156.

WORKERS COMPENSATION: By signing this agreement, Provider agrees to provide their own workers compensation insurance coverage and agrees that they shall not be entitled to any coverage under Collin County Workers Compensation program, as applicable.

MEDICAL INSURANCE: By signing this agreement, Provider is certifying that they have medical insurance, and agrees that they shall not be entitled to any coverage under Collin County.

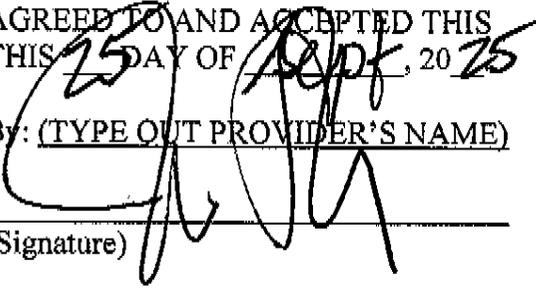
LIABILITY INSURANCE: By signing this agreement, Provider agrees to provide his/her own professional liability, as outlined in Exhibit C.

THIS AGREEMENT, when properly accepted by Collin County shall constitute an agreement equally binding between the Personal Service Provider and Collin County.

AGREED TO AND ACCEPTED THIS
THIS 25 DAY OF April, 20 25

By: (TYPE OUT PROVIDER'S NAME)

(Signature)



EXECUTED AND ACCEPTED
THIS ___ DAY OF _____, 20__.

By: COLLIN COUNTY

(Signature)

Michelle Charnoski, NIGP-CPP, CPPB
Purchasing Agent

Court Order Number

EXHIBIT A

STATEMENT OF SERVICES

Provider proposes to furnish the following services as stated below:

1. Evaluation and examination of proposed mental health patients in confinement prior to trial conducted at the Collin County Adult Detention Center.
2. Review proposed mental health patients medical records and mental health history prior to trial.
3. Construct written Certificates of Medical Examination for prospective patients in confinement.
4. Testify as expert witness at the COUNTY's Probate Court hearings concerning the patients need, or lack of need, for Court Ordered Mental Health Treatment at trial as set out in Chapter 574.034 of the Texas Health and Safety Code.
5. Testify as expert witness at the COUNTY's Probate Court hearings concerning the patients need, or lack of need, for Court Authorization to administer psychoactive medications.
6. Provider will provide above stated services for forty-eight weeks per year and shall designate, with reasonable notice, four weeks per year when he will not provide such services.

The scope of services is currently to assist in the performance of Physician/Psychiatrist with such responsibilities as required by State or Federal Law. Applications for Court Ordered Mental Health Treatment and Applications for Court Authorization to Administer Psychoactive Medications are filed with the Probate Court of Collin County on a recurring basis. Hearings and trials on such applications are conducted weekly. The testimony of a physician/psychiatrist is required by law before the Probate Court can grant an application for Court Ordered Mental Health Treatment and before the Probate Court can grant an application for Court Authorization to Administer Psychoactive Medications. No person can be committed to court ordered mental health treatment and no person can be court ordered to receive psychoactive medications unless there is testimony from a physician/psychiatrist to support such order.

EXHIBIT B

FEES FOR SERVICES

Collin County will reimburse the Provider at the following rates for their services:

1. Monthly rate of seven thousand dollars (\$7,000.00).
2. Two hundred and fifty dollars (\$250.00) per patient examined in confinement.

EXHIBIT C

INSURANCE REQUIREMENTS

1. Before commencing work, the provider 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 provider shall provide the following coverages:
 - a. Professional Liability Insurance at minimum limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate. Provider further agrees to maintain a professional liability insurance coverage at these minimum limits for no less than two (2) years after the contract ends.
2. The required limits may be satisfied by any combination of the primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess is following form. The Provider may maintain reasonable and customary deductibles, subject to approval by Collin County.
3. With reference to the foregoing insurance requirement, the Provider shall endorse applicable insurance policies as follows:
 - a. Provider shall immediately notify Collin County of any decrease in the insurance coverage limits.
 - b. Provider shall provide Collin County with all copies of Certificates of Insurance for their services and reference the contract number.
4. All insurance shall be purchased from an insurance company that meets the following requirements:
 - a. A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.
5. 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:
 - a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.