

PERSONAL 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 Alyse Ferguson, hereinafter referred to as "Attorney", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of an Attorney to establish and manage the Collin County Mental Health Managed Counsel (MHMC) office and any other services in connection with the Collin County Mental Health Managed Counsel (MHMC) office, 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, the Attorney 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 the Attorney

The County hereby agrees to retain the Attorney to perform services in connection with the Project; Attorney 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 Attorney 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.

2.2 The Attorney shall advise the County with regard to the necessity for subcontract work to be performed hereunder.

III. Schedule of Services

3.1 The Attorney 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. Attorney shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Attorney 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 Attorney 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 Attorney, prior to the Attorney'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 the Attorney as required for the Attorney's performance of its services. The Attorney 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 the Attorney to acquaint itself with the available information will not relieve the Attorney from its responsibilities pursuant to this Agreement.

VI. Progress Meetings

Attorney agrees to attend all regularly scheduled meetings with Oversight Board and other meetings as may be required, related to the "Project" and scheduled by County. Attorney 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

Attorney 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

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

IX. Independent Contractor

In the performance of services hereunder, the Attorney 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

The Attorney 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. The Attorney 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 the Attorney from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

11.1 The Attorney agrees that at any time during normal business hours, and as often as County may deem necessary, Attorney 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 The Attorney 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 Attorney. In the event of such termination without cause, Attorney shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Attorney in connection with this Agreement. Attorney 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, Attorney 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 the Attorney.

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

XIV. Mailing of Notices

Unless instructed otherwise in writing, Attorney 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 Attorney permitted or required under this Agreement shall be addressed to Attorney at the following address:

Alyse Ferguson
3900 Tumbril
Plano, TX 75023

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 Attorney, 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 December 12, 2012.

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 Attorney.

H. Observe and Comply

Attorney 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. Attorney agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

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

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

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 12/12/12

COLLIN COUNTY, TEXAS

By: Michalyn Rains

Michalyn Rains, CPPO, CPPB

Purchasing Agent

Court Order No. 2012-921-12-10

Date: 12-12-12

ALYSE FERGUSON

By: Alyse Ferguson

Title: Managing Attorney

ACKNOWLEDGMENT

STATE OF TEXAS }

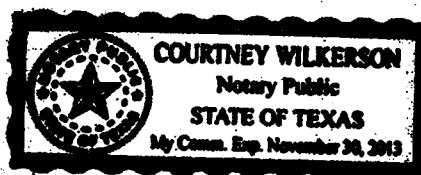
COUNTY OF Collin }

BEFORE ME, Courtney Wilkerson on this day personally appeared Alyse Ferguson, of Collin county, a Personal services agreement Corporation, known to me (or proved to me on the oath of Driver license (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 12 day of December, 2012.

Courtney Wilkerson
Notary Public, State of Texas

Courtney Wilkerson
Printed Name



My Commission expires on the 30th day of November, 2013.

STATE OF TEXAS }

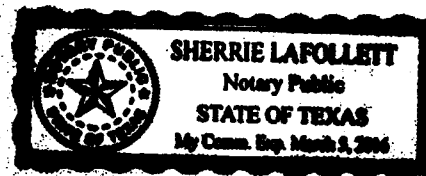
COUNTY OF COLLIN }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12 day of December, 2012.

Sherrie LaFollett
Notary Public, State of Texas

Sherrie LaFollett
Printed Name



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

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Work: The Program Director/Managing Attorney shall perform the following duties in order to establish a program to reduce the average length of stay of mentally impaired inmates by 35% within 12 months of program inception and increase of dismissals for non-violent offenders by 15%. The current average length of stay for seriously mentally ill inmates is 248 days and less severe cases is 186 days. The goal of the program will be reduce the average length of stay for seriously mentally ill inmates to 161 days and less severe cases to 121 days.

1. Establish a Plan of Operation for the program.
2. Develop a scope of work for providing case management and mental health services for defendants, including referrals for mental health and/or substance abuse treatment and assistance with housing, education and employment.
3. Collaborate with jail staff to ensure access to clients, both for mental health in-jail services and for video conferencing with attorneys.
4. Collaborate with mental health service providers concerning field case work.
5. Develop criteria and caseload standards for private attorneys to serve as attorneys of record for those individuals who qualify for services under the Fair Defense Act (caseload standards must use standards used by other Texas counties and/or other state and nationally-recognized standards).
6. Manage a "MHMC attorney wheel" for the selected attorneys (6-10 attorneys)
7. Work with the Judges to develop and implement training to the selected attorneys and other interested attorneys.
8. Work with the Judges to collaborate with Collin County mental health provider(s) to develop a curriculum for training attorneys.
9. Develop a timeline for disposition by case type and monitoring attorneys' time in accordance with the model timeline in order to approve compensation.
10. Provide input on job performance based on developed criteria for the selected attorneys and share issues of concern with Judges and Oversight Board
11. Monitor the caseloads of selected attorneys.
12. Review billing from the selected attorneys to be paid by Collin County through established procedures before being submitted to judges for payment.
13. Provide progress and expenditure reports to the Oversight Board appointed by the Board of Judges, to the Commissioners' Court and to the Task Force on Indigent Defense.
14. Ensure that client-privileged communications are maintained.
15. Provide statistical information as required.
16. Work with the Oversight Board and Judges to create a policy manual, mental health resource guide and other documents and forms for the Collin County

Mental Health Managed Counsel Program recommended by the oversight board or Board of Judges.

17. Develop a program budget that will be utilized to submit for future years grant applications.
18. In the event of program termination, a transition plan will be developed and initiated by the Program Director/Managing Attorney.

Special Considerations:

19. Prior to receiving funds from the County for this project, the Program Director/Managing Attorney must agree to abide by any indigent defense plans developed under Government Code 71.0351 and Chapter 51 of the Family Code promulgated by the Judges hearing criminal or juvenile matters, contractual agreements or grant award conditions approved by Commissioners' Court.
20. The Collin County MHMC office may be abolished at any time by the Collin County Commissioners' Court.
21. The contract shall be implemented in accordance with Code of Criminal Procedure Chapter 26.
22. The Program Director/Managing Attorney will not be representing clients.
23. The Program Director/Managing Attorney shall not be directly employed by any defendant in the Managed Care Counsel Program or give legal advice to the defendant. However, an attorney-client privilege will be created between the attorney representing the defendant and the Program Director/Managing Attorney to ensure the appropriate level of confidentiality of the defendant's overall representation.
24. Any travel associated with this project will not be reimbursed.
25. The Program Director/Managing Attorney will be responsible for providing computer, non-County software, scanners, printer, fax machine, copier and office supplies needed to perform the duties of this contract. The Program Director/Managing Attorney will receive \$5,033 in compensation towards the purchase of these items. If the Program Director/Managing Attorney does not fulfill the contract period for year 1 and year 2 (if term is extended) then Program Director/Managing Attorney agrees to reimburse the County \$2,516.50 within thirty (30) days upon termination of contract. This does not apply if program is not funded or is discontinued. The Program Director/Managing Attorney will be required to provide receipts for items purchased and may not purchase from vendors that reside on the Excluded Parties List at www.sam.gov/portal/public/SAM/.
26. The Program Director/Managing Attorney shall agree to all Information Technology (IT) policies and procedures required by the County.

County Provided Equipment:

- 25. County will provide the following equipment as necessary:
 - 25.1 County software to access County related information.
 - 25.2 Desk, Chairs, File Cabinets
 - 25.3 Office Phone

EXHIBIT "B"

SCHEDULE

Term of Contract will begin on December 12, 2012 through December 1, 2013. This contract may be extended for additional one (1) year periods (December 2nd through December 1st of each year), 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 semi-monthly basis (1st and 15th of each month) in the amount of \$4,889.16 with the exception of 1st invoice which shall be \$1303.78 plus a one-time payment of \$5,033 for computer equipment and office supplies.

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY THE COUNTY

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

EXHIBIT "E"

INSURANCE REQUIREMENTS

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.

1.1 Broad Form Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

1.2 Personal Automobile Liability insurance shall be no less than \$500,000 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 \$500,000 per occurrence and \$1,000,000 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.

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

3.4 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.

3.5 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.

RELEASE AND WAIVER AGREEMENT

STATE OF TEXAS)

COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

1. That I, Alyse Ferguson (hereinafter the "Undersigned") for and in consideration of being allowed (myself and employees) to work on-site in a Collin County facility, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby freely, irrevocably, fully and completely waive any and all claims, debts, demands, actions, causes of action, lawsuits, sums of money, contracts, agreements, judgments and liabilities, that the Undersigned and/or their respective heirs, assigns, personal administrators, personal representatives, and next of kin, have, or which may hereafter accrue against Collin County and all their agents, attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not (hereinafter the "Released Parties"), growing out of or in any way related to or accrued as a consequence of working at or in a Collin County facility.

2. In consideration of being allowed to work in a Collin County Facility the Undersigned identified below, acknowledges, appreciates, and agrees that this can create a risk of injury, and the Undersigned knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of others, including claims arising out of the negligence of Collin County, and all their agents, attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not.

3. The Undersigned further represents and warrants they have carefully read the foregoing RELEASE AND WAIVER AGREEMENT, know and understand the contents hereof completely, that they agree to all terms herein, and signs the same as their own free will, act and deed.

Witness my hand this 12th day of December 2012.


Contractor



Contract Amendment

One (1)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: Alyse Ferguson
3900 Tumbill
Plano, TX 75023-5713

Contract 08350-12
Contract No. Mental Health Managed Counsel Program
Effective Date 12/31/2012

Awarded by Court Order No.: 2012-821-12-10

Contract Amendment Court Order No. 1: 2013-513-07-22

Contract Amendment Court Order No. 2: _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

1 Delete the following:

25. The Program Director/Managing Attorney will be responsible for providing computer, non-County software, scanners, printer, fax machine, copier and office supplies needed to perform the duties of this contract. The Program Director/Managing Attorney will receive \$5,033 in compensation towards the purchase of these items. If the Program/Managing Attorney does not fulfill the contract period for year 1 and year 2 (if term is extended) then Program Director/Managing Attorney agrees to reimburse the County \$2,516.50 within thirty (30) days upon termination of contract. This does not apply if program is not funded or discontinued. The Program Director/Managing Attorney will be required to provide receipts for items purchased and may not purchase from vendors that reside on Excluded Parties List at www.sam.gov/portal/public/SAM/.

25. County will provide the following equipment as necessary:

- 25.1 County software to access County related information.
- 25.2 Desk, Chairs, File Cabinets
- 25.3 Office Phone

2 Replace with:

27. County will provide the following equipment needed to perform the duties of the contract:

- 27.1 Computer, software, scanners, printer, fax machine, copier and office supplies
- 27.2 Desk, Chairs, File Cabinets
- 27.3 Office Phone

3 Delete Exhibit "C" Payment schedule and replace with the following:

Invoices will be transmitted to the County on a semi-monthly basis (1st and 15th of each month) in the amount of \$4,889.16 with the exception of 1st invoice which shall be \$1,303.78.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

Alyse Ferguson (print name)

Alyse Ferguson
3900 Tumbill
Plano, TX 75023-5713

SIGNATURE

TITLE:

DATE:

Attorney Director
7/23/13

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rain

Michalyn Rain, CPPA, CPFB

Purchasing Agent

DATE:

7/23/13

7/23/13



Contract Amendment

Two (2)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor:	<u>Alyse Ferguson</u>	Contract	<u>08350-12</u>
	<u>3900 Tumbriil</u>	Contract No.	<u>Mental Health Managed Counsel Program</u>
	<u>Plano, TX 75023-5713</u>	Effective Date	<u>12/1/2013</u>

Awarded by Court Order No.: 2012-921-12-10
Contract Amendment Court Order No. 1: 2013-515-07-22
Contract Amendment Court Order No. 2: _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

1. Delete Exhibit "C" Payment schedule and replace with the following:
Invoices will be transmitted to the County on a semi-monthly basis (1st and 15th of each month) in the amount of \$5,118.33.
2. In accordance with Exhibit "B" Schedule contract performance period is hereby extended as specified for 1 year hereby extended as specified for 1 year effective 12/01/13 through 09/30/14.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

(print name)

Alyse Ferguson
3900 Tumbriil
Plano, TX 75023-5713

SIGNATURE

TITLE: _____

DATE: _____

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB
Purchasing Agent

DATE: _____