

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and Jennifer Smith, hereinafter referred to as "Program Manager," to be effective from and after the date of execution by both parties.

WITNESSETH:

WHEREAS, the County desires to engage the services of a Program Manager to assist with court ordered evaluations and tests as needed and directed by the court; and

WHEREAS, the Program Manager 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 Program Manager

1.1 The County hereby agrees to retain the Program Manager to perform services in connection with each individual case assigned, subject to the terms and conditions provided herein. The Program Manager agrees to perform such services in accordance with the terms and conditions of this Agreement and to perform such services in a competent and timely manner, exercising the same degree of care, skill, and diligence as is possessed and exercised by a licensed professional of Texas, currently practicing in Texas.

II. Scope of Services

2.1 The Program Manager shall perform the services as are set forth herein and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the services to be performed may be authorized in writing from time to time by the County.

III. Schedule of Services

3.1 The Program Manager agrees to commence 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 Exhibit "B" which is attached hereto and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

4.1 The parties agree that Program Manager shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule, Exhibit "C," which is attached hereto and thereby made a part of this Agreement. Payment will be made in accordance with 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 Program Manager, prior to the Program Manager'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 Program Manager as required for the Program Manager's performance of its services. The Program Manager 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 Program Manager to acquaint itself with the available information will not relieve the Program Manager from its responsibilities pursuant to this Agreement.

VI. Progress Meetings

6.1 Program Manager agrees to attend all regularly scheduled meetings as needed to complete services for individual cases and other meetings as may be required, related to the "Services" and scheduled by County. Program Manager shall, at such meetings, outline work accomplished and report to the court or attorney any information related to individual cases within the approved time period.

VII. Insurance

7.1 Program Manager 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

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

IX. Independent Contractor

9.1 In the performance of services hereunder, the Program Manager 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

10.1 The Program Manager 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 Program Manager 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 Program Manager from its obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

11.1 The Program Manager agrees that at any time during normal business hours, and as often as County may deem necessary, Program Manager 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 Program Manager acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest associated with her working for the County.

XII. Contract Termination

12.1 The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Program Manager. In the event of such termination without cause, Program Manager shall deliver to County all finished or unfinished work product, documents, data, program database, studies, surveys, drawings, reports, photographs or other items prepared by Program Manager in connection with this Agreement. Program Manager 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, Program Manager shall deliver to County all finished or unfinished work product, documents, data, program database, studies, surveys, drawings, reports, photographs or other items prepared by Program Manager in connection with this Agreement. Program Manager 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 lettered "A" through "F," 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 Program Manager.

13.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Program Manager by law with respect to the Program Manager's duties, obligations, and performance hereunder. The Program Manager'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 Program Manager acknowledges that the County is relying upon the Program Manager's representations that she is knowledgeable and competent to provide these services.

XIV. Mailing of Notices

14.1 Unless instructed otherwise in writing, the Program Manager agrees that all notices or communications to the County required under this Agreement shall be directed to the County at the following address:

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

14.2 County agrees that all notices or communications to the Program Manager required under this Agreement shall be directed to the Program Manager at the following address:

Jennifer Smith
2133 Glendale Drive
Plano, TX 75023

14.3 All notices or communications required to be given in writing by one party or the other shall be considered as having been given on the date such notice or communication is mailed by certified or registered U.S. mail, or if by hand delivery on the date of hand delivery, by the sending party.

XV. Miscellaneous

15.1 Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

15.2 Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

15.3 Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

15.4 Parties Bound

County and Program Manager, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

15.5 Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

15.6 Observe and Comply

The Program Manager 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 affects this Agreement and the services provided hereunder, including Courtroom security rules and policies. The Program Manager 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. Program Manager agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: 2-2-16

By: Michalyn Rains
Michalyn Rains, CPPO, CPPB
Purchasing Agent

2016-076-02-01

Jennifer Smith

Date: 2/1/2016

By: Jennifer Smith

Title: Vet. Court. Program Manager

EXHIBIT “A”

SCOPE OF SERVICES

The Program Manager shall perform the following duties and services as described in the Collin County Veterans’ Court program, approved by the court at the request of the “County” to oversee and direct individuals as related to their participation in the program. “Program Manager” shall perform the services at the Courthouse, other county locations or at the Program Manager’s office in Plano, TX.

In providing services, the Program Manager shall conduct herself with the highest professional ethics in the performance of the service within the statute of the law.

The goal of the Collin County/North Texas Regional Veterans’ Court is to move Justice-involved veterans (JIV) out of the traditional criminal justice process and into appropriate, individualized rehabilitative alternatives that improve mental health and successfully lead to community reintegration and criminal case resolution. Once veterans have been screened, assessed, and approved for participation in this voluntary program, they promptly begin a treatment program that is specific to their needs. In addition to program team meetings, the program may involve drug and/or alcohol treatment, random drug testing, support group meetings, vocational or job counseling, educational classes, and community supervision. Many services are provided by outside agencies, and participants are referred as needed. While actual length varies based on participant progress, the 12-to-24 month program consists of 3 phases requiring frequent meetings with the Judge and Program Team during the initial phase, which become less frequent during the second and final phases of the program. Upon successful completion of the program, the case(s) are normally dismissed or never filed.

The North Texas Regional Veterans’ Court will include counties in Region 8. Rockwall County has joined Collin County in the program, with additional counties potentially joining during the year.

The Program Manager will provide the following services and complete the described requirements:

Program Services:

1. Will establish a Plan of Operation for the program within 60 days of the start date.
2. Will work with the Judge and Program Team to create all policies and procedures and all paperwork necessary to organize the program within the time developed by the grant guidelines and/or the Collin County Veterans’ Court program.

3. Will ensure that the privacy of the individual in the program is maintained.
4. Will create and be responsible for maintaining a database for all applicants and veterans and their progress for each County involved in the program.
5. Will complete the quarterly reporting requirements as set out by TVC.
6. Will maintain the budget and review all outstanding invoices to be paid by Collin County through established procedures before being submitted to the Judge for payment processing by the County staff.
7. Will be available by phone and e-mail during regular business hours and otherwise as needed.
8. Will coordinate with county stakeholders and Veterans' Court team members in all participating counties.
9. Will work with each county to schedule court, maintain a schedule of appearances, and complete reports and reporting requirements.
10. Will attend court sessions scheduled for the program as needed.
11. Will travel to the different Counties during the week as needed.
12. Will work closely with each county, serve as the primary point of contact for each veteran.
13. Accumulate data and prepare analysis of effectiveness of program and cost effectiveness of program.
14. Any other duties and responsibilities assigned to Program Manager by Judge that is within the scope of the grant program.

Participants Services:

1. Will be responsible for intake and interview of each interested or referred veteran and will assist with program eligibility determinations.
2. Will monitor probation and program compliance, including treatment attendance and substance abuse screening.
3. Will provide community linkages and referrals to appropriate outside agencies/organizations for support services and assists with any emergency needs, such as housing and transportation, which may arise for program participants.

Special Considerations:

1. The Program Manager position may be abolished at any time by the Collin County Commissioners' Court.
2. The Program Manager will notify the Court of any potential conflicts of interest arising from her work with individuals.
3. Prior to receiving funds from the County for services, Program Manager must complete the services as stated in this Agreement.
4. Any travel associated with the project/program will not be reimbursed.

County Provided Equipment:

1. The County will provide the Program Manager with equipment for the secure access to the County network and information as needed that is permissible by County policies. All equipment will be returned to the County at the end of the term or before if funding, the position or program is terminated.
 - a. Laptop Computer
 - b. Computer software and licenses
 - c. (2) Computer monitors
 - d. Desktop scanner
 - e. Desk Printer

County Provided Access:

1. County will provide the access to the following areas as necessary that is permissible by County policies:
 - a. County Court House
 - b. County Software to access County related information

EXHIBIT “B”

TERM

Term of Contract is upon award through December 31, 2016. This contract may be extended annually with a contract amendment executed by both parties upon approval by Commissioners' Court and continuation of grant funding.

EXHIBIT “C”

PAYMENT SCHEDULE

The Program Manager will invoice the County \$2,625.00 on a semi-monthly basis (1st and 15th of each month) the annual contract amount is \$63,000, prorated to \$57,750.00 for year one (1).

EXHIBIT “D”

INFORMATION TO BE PROVIDED BY THE COUNTY

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

EXHIBIT "E"

INSURANCE REQUIREMENTS

1.0 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$500,000
- Personal Injury & Property Damage: \$500,000
- Products/Completed Operation : \$500,000
- Independent Contractors & Contractual Liability: \$500,000
- General Aggregate: \$1,000,000

1.2 **Commercial Automobile Liability** insurance which includes any automobile (bodily injury and property damage, including owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$500,000

2.0 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

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

2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (60) days' notice prior to cancellation, non-renewal or termination of the policy.

2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.0 All insurance shall be purchased from an insurance company that meets the following requirements:

3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.2 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:

3.3 Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

3.4 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT "F"

RELEASE AND WAIVER AGREEMENT

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

1. That I, Jennifer Smith (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 1st day of February, 2016.

Jennifer Smith
Contractor