

## **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 Misty Ely hereinafter referred to as "Clinical Director," to be effective from and after the date of execution by both parties.

### **WITNESSETH:**

**WHEREAS**, the County desires to engage the services of a Clinical Director to assist with clinical evaluations and treatment as needed and directed by the court; and

**WHEREAS**, the Clinical Director 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 Clinical Director**

1.1 The County hereby agrees to retain the Clinical Director to perform services in connection with each individual case assigned, subject to the terms and conditions provided herein. The Clinical Director 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 Clinical Director 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 Clinical Director 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 the Clinical Director 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 the Clinical Director, prior to the Clinical Director'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 Clinical Director as required for the Clinical Director's performance of its services. The Clinical Director represents that she understands the scope of this Agreement and has reviewed and inspected the site, and can fully perform her obligations pursuant to this Agreement. Any failure of the Clinical Director to acquaint herself with the available information will not relieve the Clinical Director from her responsibilities pursuant to this Agreement.

#### **VI. Progress Meetings**

6.1 Clinical Director 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. Clinical Director shall, at such meetings, outline work accomplished and report to the court, team or attorney any information related to individual cases within the approved time period.

#### **VII. Insurance**

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

### **IX. Independent Contractor**

9.1 In the performance of services hereunder, the Clinical Director 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 Clinical Director 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 Clinical Director 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 Clinical Director from her obligations to the County as provided by this Agreement.

### **XI. Audits and Records/Prohibited Interest**

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

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

### **XIV. Mailing of Notices**

14.1 Unless instructed otherwise in writing, the Clinical Director 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	Collin County Administrator
Attn: Purchasing Department	Attn: Bill Bilyeu
2300 Bloomdale, Suite 3160	2300 Bloomdale, Suite 4192
McKinney, TX 75071	McKinney, TX 75071

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

Misty Ely  
2408 Rockfield Ct  
Arlington, TX 76012

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

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 8/9/19

COLLIN COUNTY, TEXAS  
By: Michalyn Rain  
Michalyn Rains, CPPO, CPPB  
Purchasing Agent

Date: 10-13-19

Misty Ely  
By: Misty Ely, LCSW  
Title: Clinical Director

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The Clinical Director shall perform the following duties and services as described in the Collin County VALOR program, approved by the court at the request of the "County" to evaluate and monitor the mental health and treatment progress of individuals as related to their participation in the program. "Clinical Director" shall perform the services at the Community Corrections Facility, Courthouse, other county locations or at the Clinical Director's office in Arlington, TX.

In providing services, the Clinical Director 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/VALOR program 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, approved for participation, and transferred into this 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 4-to-24 month program consists of 4 phases requiring frequent meetings with mental health and drug abuse clinicians, as well as Probation Department and Sheriff's Office personnel during each phase.

The Clinical Director will provide the following services and complete the described requirements:

#### **Program Services:**

1. Will conduct initial evaluations for VALOR participants, as well as midpoint and exit assessments for active program participants as directed in the Plan of Operation.
2. Will work with the Judge and VALOR Program Team to create and update treatment policies and procedures and all documentation necessary, as developed by the grant guidelines and/or the Collin County Veterans' Court program and to keep up with best practices.
3. Will ensure that the privacy of the individual in the program is maintained.
4. Will create and be responsible for updating and maintaining a database for all participants and their progress for each County involved in the program.

5. Will submit necessary data to the Program Coordinator to complete all quarterly reporting requirements as set out by TVC.
6. Will be available by phone and e-mail during regular business hours and otherwise as needed.
7. Will coordinate with county stakeholders and VALOR team members.
8. Will schedule evaluations and assessments and complete reports and reporting requirements in a timely manner.
9. Will attend court sessions scheduled for the program, as needed.
10. Will work closely with each county, serving as the primary point of contact for questions and concerns regarding the mental health status and treatment compliance of each program participant.

**Participants Services:**

1. Will be responsible for initial interview and/or psychosocial history of each approved applicant, as well as midpoint and exit interviews before participants are released.
2. Administration of Assessment Instruments and Mental Status Evaluation
3. Analysis and Scoring
4. Report writing
5. Presentation of the assessment
6. Will monitor treatment compliance, including treatment attendance and motivation to participate.
7. Will provide community linkages and referrals to appropriate outside agencies/organizations for support services.

**Special Considerations:**

1. The Clinical Director position may be abolished at any time by the Collin County Commissioners' Court.
2. The Clinical Director 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, Clinical Director 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 Clinical Director with equipment for the secure access to the County network and information as needed. 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. Desktop Scanner

**County Provided Access:**

1. County will provide the access to the following areas as necessary:
  - a. County Community Correctional Facility
  - b. County Court House
  - c. County Software to access County related information

## **EXHIBIT "B"**

### **TERM**

Term of Contract is upon award August 5, 2019 through June 30<sup>th</sup>, 2020 or whenever grant funding has expired. 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 Clinical Director will invoice the County weekly in the amount of \$1,593.29 for forty six (46) weeks and \$1,593.66 for one (1) week and \$600 for two (2) days for a total of \$75,485.00, per the agreement.

**EXHIBIT "D"**

**INFORMATION TO BE PROVIDED BY THE COUNTY**

The County will make available to the Clinical Director 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)

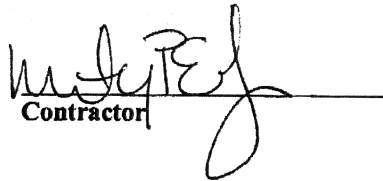
KNOW ALL MEN BY THESE PRESENTS:

1. That I, Misty Ely (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 13th day of June, 2019.

  
Contractor