

State of Texas

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Court Order

Collin County

§

2020-279-04-13

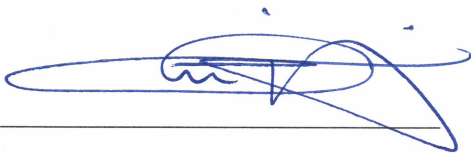
Commissioners Court

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An order of the Collin County Commissioners Court approving a memorandum of understanding.

The Collin County Commissioners Court hereby approves a memorandum of understanding between North Texas Regional Veterans Court and Jake E's Riding Round Up for equine therapy and reporting operations, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, April 13, 2020.



Chris Hill, County Judge



Darrell Hale, Commissioner, Pct 3



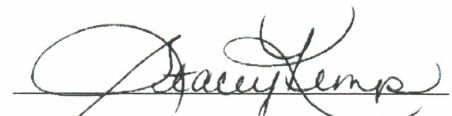
Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4

Not Present

Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk

MEMORANDUM OF UNDERSTANDING

**Jake E's Riding Round Up
And
North Texas Regional Veterans Court
Collin County, Texas**

This Memorandum of Understanding ("Agreement") is entered into between the members of Jake E's Riding Round Up ("Jake E's") and North Texas Regional Veterans Court ("NTRVC"), acting through Collin County ("County"). This Agreement becomes active when NTRVC grant funds are released from the County and accepted by Jake E's. This Agreement authorizes Jake E's to conduct equine therapy and reporting operations, under the authority of and with consultation from NTRVC.

The parties to this Agreement understand that the confidentiality of participants' mental health treatment records are protected under Federal regulations in the HIPPA Privacy Rule, 45 CFR 160, 162, and 164. The parties agree to comply with all confidentiality requirements.

I. Background and Purpose

Under a grant from the Fund for Veterans Assistance ("FVA"), acting through the Texas Veterans Commission ("TVC"), the NTRVC may provide full or partial payment for equine therapy for NTRVC participants who require financial assistance.

Equine therapy provides Veterans suffering from physical and emotional trauma the chance to bond with horses that are extremely sensitive to changes in humans, providing the Veteran and the therapist instant and crucial insight into the client's thoughts and feelings, even when no words are spoken.

This treatment can help identify areas of concern to more quickly implement and/or modify treatment plans, as needed. Jake E's will provide for the performance, monitoring, interpreting, and appropriate reporting of clinical care to Jake E's members and the NTRVC. The County has concluded that Jake E's has the facilities and personnel necessary to enter into this Agreement as a public service.

II. Operational Agreement

This Agreement becomes operational if:

- a. The applicable County or NTRVC authority declares the need for clinical mental health services.

The onset of such will be relayed by NTRVC personnel to Jake E's in a timely manner.

III. NTRVC Obligations

NTRVC will be obligated to:

- a. Provide reasonable consultation and assistance, including such consultation and assistance as is needed for Jake E's to comply with regulations, restrictions, or guidance imposed by DSHS, County, and other relevant policies;
- b. Make reasonable accommodations and provide Jake E's information about and/or status updates on appropriate payers;
- c. Provide after-action and improvement consultation, as needed or requested.

IV. Jake E's Obligations

Jake E's will be obligated to:

- a. Supply and arrange for all equipment and personnel necessary for staffing, security, crowd/traffic control, and other tasks necessary to create, interpret, and/or report physical and mental health services;
- b. Designate the following individuals and provide biannually updated contact information to the NTRVC, including telephone number and email address:
 - i. An administrator, who will serve as the primary point of contact to outside entities, including the NTRVC;
 - ii. A staff liaison, who will coordinate Jake E's members and training.
- c. Be responsible for proper care of therapy horses;
- d. Be responsible for inventory management; and,
- e. Issue invoices to NTRVC within 15 days following the month of service.

V. Term

This Agreement becomes effective when approved by the governing bodies of Jake E's and the County and will remain in effect indefinitely. This Agreement may be terminated by either party at any time, with or without cause; however, the terminating party shall provide thirty (30) days written notice to the other party.

VI. Exchange of Information

Information acquired by either Jake E's, County, or the NTRVC on citizens to be served will be mutually accessible to provide an integrated approach to citizen support and to avoid unnecessary duplication of services. This information will be shared only to the extent permitted by regulations requiring confidentiality of participant records. Jake E's and the NTRVC will cooperate in sharing information on the status and outcome of services provided.

VII. Evaluation and Review

In order to provide a vehicle for on-going evaluation, review, and discussion of operational issues, both parties agree to communicate on a regular basis to discuss issues related to the implementation of this agreement.

VIII. Procedures for Amendments and Termination

This agreement may be amended by mutual consent of both parties. Alternatively, this agreement and any amendments thereof shall remain in effect until terminated by either party upon thirty (30) days written notice to the other party.

IX. Fee/Compensation

The agreed upon rate charged by Jake E's and paid for by the NTRVC through the County for equine therapy is not to exceed the following amounts:

- a. Intake – \$200.00;
- b. Individual Equine Therapy Session – \$150.00;
- c. Group (3 clients) Equine Therapy Session - \$300.00;
- d. Follow-up session – \$100.00.

X. Hold Harmless

Each party agrees to the extent authorized under the Constitution and the laws of the State of Texas to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement, including but not limited to, its acts of negligence or omission in the performance of responsibilities under this Agreement. Each party, to the extent allowed by law and without waiving any rights, defenses, or protections provided therein, agrees to be responsible for its own acts of negligence.

Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Jake E's shall be responsible for its sole negligence. County shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

XI. Notice

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery, registered mail or certified mail, or by U.S. Mail, return receipt requested, postage prepared; to:

Jake E's: Jake E's Riding Round Up
 Jana Ewing-Syvrud
 10626 FM 429
 Kaufman, TX 75142

County: North Texas Regional Veteran's Court, Collin County
 Program Coordinator
 Brennan Jones
 2100 Bloomdale Rd, Suite 20012
 McKinney, TX 75071

And

Collin County Administrator
Bill Bilyeu
2300 Bloomdale #4192
McKinney, TX 75071

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

XII. Authority of Parties

This Agreement is made by and entered into by the duly-authorized officials of each respective entity.

XIII. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

EXECUTED this, the 31st day of March, 2020

Jake E's Riding Round Up

Jana Ewing-Syrud

Jana Ewing Syrud

Name

Founder/Director

Title

Collin County, Texas

[Signature]

Chris Hill

Collin County Judge