



STATE OF TEXAS

COUNTY OF DALLAS

INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT AND DALLAS COUNTY COMMUNITY
SUPERVISION AND CORRECTIONS DEPARTMENT FOR USE OF THE
OFFENDER SPECIMEN COLLECTION CONTRACT

WHEREAS, the Collin County Community Supervision and Corrections Department, hereinafter called Collin County CSCD, entered into a contract for Offender Specimen Collection and Drug Testing Services with Recovery Monitoring Solutions dba Recovery Healthcare, Inc. which was solicited through RFP 2018-179 and awarded in accordance with Texas Local Government Code Chapter 262; and

WHEREAS, the Dallas County Community Supervision and Corrections Department, hereinafter called Dallas County CSCD, has requested that the Collin County CSCD permit DALLAS COUNTY CSCD to utilize its contract for Offender Specimen Collection and Drug Testing Services with Recovery Healthcare, Inc.; and

WHEREAS, Section 791.025, Texas Government Code, permits agreements between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for the purchase of such goods and services.

DALLAS COUNTY CSCD desires to enter into an agreement with Recovery Healthcare, Inc. that will enable it to utilize the Offender Specimen Collection part of Collin County CSCD's Annual Contract.

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by DALLAS COUNTY CSCD and Collin County CSCD herein:

WITNESSETH

DALLAS COUNTY CSCD Use of Collin County CSCD Contract

I.

Collin County CSCD and DALLAS COUNTY CSCD contract and agree that DALLAS COUNTY CSCD may utilize the Offender Specimen Collection part of the contract by directly entering into an agreement with Recovery Healthcare, Inc.

II.

DALLAS COUNTY CSCD agrees that Collin County CSCD has furnished to DALLAS COUNTY CSCD a copy of the Collin County CSCD's Annual Contract for Offender Specimen Collection and Drug Testing Services under RFP 2018-179 which is incorporated herein as if fully reproduced; that DALLAS COUNTY CSCD has read and understands the terms and conditions of said contract and hereby agrees to fulfill the requirements contained therein.

An Offender Specimen Collection Operating Plan (see Attachment A) is hereby incorporated as part of this document and shall exclusively only apply to DALLAS COUNTY CSCD.

III.

DALLAS COUNTY CSCD agrees, at its sole cost and expense, to independently administer their use of the contract and to pay contractor directly, for all work performed by Recovery Healthcare.

IV.

Term of this Agreement shall commence on November 1, 2020. Termination of this Agreement shall be concurrent with the termination of Collin County CSCD's Annual Contract for UA under RFP 2018-179. Collin County CSCD reserves the right to terminate the contract prior to its expiration date under the terms and conditions of Bid No. RFP 2018-179 and County procurement policy.

V.

The parties agree to pay successful bidders or anticipating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

Parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

VI.

It is agreed that the parties, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired. Neither party is an agent, employer, nor joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization of Collin County CSCD's Annual Contract for UA Services under RFP 2018-179, except as hereinafter provided.

VII.

DALLAS COUNTY CSCD and Collin County CSCD agree that no Collin County CSCD funds, equipment or personnel will be utilized in the performance of the work or acquisition of goods or services.

VIII.

BINDING AGREEMENT: AUTHORITY: PARTIES BOUND This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. That each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

AMENDMENT This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

APPLICABLE LAW This Agreement shall be expressly subject to DALLAS COUNTY CSCD and Collin County CSCD's Sovereign Immunity, Title 5 of the TEXAS CIVIL PRACTICES AND REMEDIES CODE and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either DALLAS COUNTY CSCD or Collin County CSCD shall lie in Dallas County, Texas.

SEVERABILITY In the event that one or more of the provisions contained in the Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

The Dallas County Community Supervision and Corrections Department has executed this Agreement on this

6th Day of OCTOBER, 2020

The Collin County Community Supervision and Corrections Department has executed this Agreement on this

6th Day of October, 2020

COLLIN COUNTY CSCD

DALLAS COUNTY CSCD:

BY: 

Yoon Kim
Director, Collin County CSCD

BY: 

Tracy Cooper
Interim Director, Dallas County CSCD

Attachment A:
Operational Plan for RMS with Dallas County CSCD

Dallas County Community Supervision and Corrections Department (DCCSCD) will utilize Recovery Monitoring Solutions (RMS) for the provision of personnel to collect UA specimens at a rate not to exceed \$4500 per month per collector.

Recovery Monitoring Solutions (RMS) will employ a minimum of two (2) male and one (1) female UA specimen collector for the DCCSCD program. One male technician will be stationed at the George Allen Courthouse while the other male technician and female technician will be deployed to the Frank Crowley Courthouse. All three (3) RMS employees will work five (5) days per week 8 hours a day. They will service both lab and instant screen drug testing requests. Additional collectors may be contracted as needed based on collection volume.