

AGREEMENT NO. 2021-302
COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Misty Ely, Clinical Director, herein also referred to as Provider, and Collin County, Texas.

STATEMENT OF WORK: The Provider 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 evaluate, monitor, and report on the mental health and treatment progress of individuals as related to their participation in the program. Provider shall perform the services at the Courthouse, other county locations or at the Provider's office in Arlington, TX.

In providing services, the Provider 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 each phase. Upon successful completion of the program, the case(s) may be eligible for dismissal, expunction, or never filed.

The North Texas Regional Veterans Court includes counties in First Administrative Judicial Region 1. Rockwall, Collin, Grayson, Fannin, and Kaufman counties have all joined the program.

The Provider will provide the following services and complete the described requirements:

Program Services:

1. Will conduct initial evaluations for potential participants, as well as midway and exit assessments for active program participants as directed in the Plan of Operation.
2. Will work with the Judge and Program Team to create and update treatment policies and procedures and all documentation necessary, as developed by the grant guidelines and/or the North Texas Regional 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 applicants and veterans and their progress for each county involved in the program.
5. Will submit necessary data to the Program Manager to complete all quarterly reporting requirements as set out by the Texas Veterans Commission.
6. Will be available by phone and e-mail during regular business hours and otherwise as needed.
7. Will coordinate with county stakeholders and Veterans Court team members in all participating counties.
8. Will work with each county to 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 travel to the different counties during the week as needed.
11. 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.
12. Will attend all regularly scheduled meetings as needed to complete services for individual cases and other meetings as may be required, related to services and scheduled by the County. Provider 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.

Participants Services:

1. Will be responsible for initial interview and/or psychosocial history of each approved applicant, as well as midpoint and exit interviews for each program participant.
2. Will provide trauma-informed care to participants.
3. Will provide analysis and scoring of initial, midpoint, and/or exit assessments for each participant.
4. Will provide a written report detailing the results of the assessments and any clinical recommendations resulting.
5. Will provide outreach and education to community stakeholders in order to garner attention and assistance for program participants.
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 Provider position may be abolished at any time by the Collin County Commissioners Court.
2. The Provider 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, Provider 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 Provider 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

County Provided Access:

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

County Provided Information:

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

COMPENSATION FOR SERVICES: Provider will invoice the County weekly in the amount of \$708.81 for fifty-one (51) weeks, \$283.52 for two (2) days (July 1, 2021 and July 2, 2021), and \$567.17 for four (4) days (June 27, 2022 – June 30, 2022) for a total amount of \$37,000, as described in Exhibit A. No other expense or reimbursement shall be borne by Collin County unless stated herein.

- INVOICES along with a statement of work indicating the task completed, dates and hours worked, shall be submitted to the 296th District Court Judge for approval prior to being submitted to the Collin County Auditor's Office, 2300 Bloomdale Rd, Suite 3100, McKinney, Texas 75071.
- PAYMENT will be made for hours worked and/or lump sum fee in accordance with the V.T.C.A. Government code, Title 10, Subtitled F, Chapter 2251.
- SALES TAX: Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT: This agreement will begin on July 1, 2021, and will remain in effect until June 30, 2022. This agreement may be renewed by amendment for additional one (1) year periods dependent upon availability of grant funding. This agreement may be terminated by either party with a thirty (30) calendar day written notice prior to any cancellation which must state therein the reasons for such cancellation. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to perform in accordance with terms and conditions of the agreement as stated herein.

BENEFITS: Provider is not an employee of Collin County and is not entitled to any benefits offered to Collin County Employees.

INDEMNIFICATION: Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in performance under this Agreement. Provider shall pay any judgment with cost, which may be obtained against Collin County growing out of such injury or damages.

FORCE MAJEURE: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Collin County, Texas.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Change Orders to this Agreement will be made in writing by the Collin County Purchasing Agent.

AUDITS AND RECORDS: The Provider agrees that at any time during normal business hours, and as often as County may deem necessary, Provider 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.

CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

WORKERS COMPENSATION: By signing this agreement, Provider agrees to provide his/her own workers compensation insurance coverage and agrees that he/she shall not be entitled to any coverage under Collin County Workers Compensation program, as applicable.

MEDICAL INSURANCE: By signing this agreement, Provider is certifying that he/she has medical insurance, and agrees that he/she shall not be entitled to any coverage under Collin County.

LIABILITY INSURANCE: Provider agrees to meet all insurance requirements as set forth in Exhibit B which is attached hereto and thereby made part of this Agreement.

THIS AGREEMENT, when properly accepted by Collin County shall constitute an agreement equally binding between the Personal Service Provider and Collin County.

AGREED TO AND ACCEPTED THIS
10 DAY OF June, 2021

By:  _____
(Signature)
Misty Ely

EXECUTED AND ACCEPTED THIS
_____ DAY OF _____, 20__.

COLLIN COUNTY

By: _____
(Signature)
Michelle Charnoski, CPPB, Purchasing Agent

EXHIBIT A
COMPENSATION SCHEDULE

Misty Ely	<u>Days</u>	<u>Amount</u>
7/1/2021-7/2/2021	2	\$283.52
7/5/2021-7/9/2021	5	\$708.81
7/12/2021-7/6/2021	5	\$708.81
7/19/2021-7/23/2021	5	\$708.81
7/26/2021-7/30/2021	5	\$708.81
8/2/2021-8/6/2021	5	\$708.81
8/9/2021-8/13/2021	5	\$708.81
8/16/2021-8/20/2021	5	\$708.81
8/23/2021-8/27/2021	5	\$708.81
8/30/2021-9/3/2021	5	\$708.81
9/6/2021-9/10/2021	5	\$708.81
9/13/2021-9/17/2021	5	\$708.81
9/20/2021-9/24/2021	5	\$708.81
9/27/2021-10/1/2021	5	\$708.81
10/4/2021-10/8/2021	5	\$708.81
10/11/2021-10/15/2021	5	\$708.81
10/18/2021-10/22/2021	5	\$708.81
10/25/2021-10/29/2021	5	\$708.81
11/1/2021-11/5/2021	5	\$708.81
11/8/2021-11/12/2021	5	\$708.81
11/15/2021-11/19/2021	5	\$708.81
11/22/2021-11/26/2021	5	\$708.81
11/29/2021-12/3/2021	5	\$708.81
12/6/2021-12/10/2021	5	\$708.81
12/13/2021-12/17/2021	5	\$708.81
12/20/2021-12/24/2021	5	\$708.81
12/27/2021-12/31/2021	5	\$708.81
1/2/2022-1/7/2022	5	\$708.81
1/10/2022-1/14/2022	5	\$708.81
1/17/2022-1/21/2022	5	\$708.81
1/24/2022-1/28/2022	5	\$708.81
1/31/2022-2/4/2022	5	\$708.81
2/7/2022-2/11/2022	5	\$708.81
2/14/2022-2/18/2022	5	\$708.81
2/21/2022-2/25/2022	5	\$708.81
2/28/2022-3/4/2022	5	\$708.81
3/7/2022-3/11/2022	5	\$708.81
3/14/2022-3/18/2022	5	\$708.81
3/21/2022-3/25/2022	5	\$708.81
3/28/2022-4/1/2022	5	\$708.81
4/4/2022-4/8/2022	5	\$708.81
4/11/2022-4/15/2022	5	\$708.81
4/18/2022-4/22/2022	5	\$708.81
4/25/2022-4/29/2022	5	\$708.81
5/2/2022-5/6/2022	5	\$708.81
5/9/2022-5/13/2022	5	\$708.81
5/16/2022-5/20/2022	5	\$708.81
5/23/2022-5/27/2022	5	\$708.81
5/30/2022-6/3/2022	5	\$708.81
6/6/2022-6/10/2022	5	\$708.81
6/13/2022-6/17/2022	5	\$708.81
6/20/2022-6/24/2022	5	\$708.81
6/27/2022-6/30/2022	4	\$567.17
	261	\$37,000.00

Misty	Salary	\$37,000.00
	Daily rate	\$141.7625
	Weekly rate	\$708.8123

2 Days	\$141.76/day	\$ 283.52
50 Weeks	\$708.81/wk	\$ 36,149.31
4 Days	\$141.76/day	\$ 567.17
		\$ 37,000.00

EXHIBIT B

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:

- Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- Sets forth the notice of cancellation or termination to Collin County.