

AGREEMENT NO. 2022-146
COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between **Krystal Ann Ervin**, herein also referred to as Provider, and Collin County, Texas, acting through the Veterans Accessing Lifelong Opportunities for Rehabilitation program (VALOR).

STATEMENT OF WORK; Under a grant from the Fund for Veterans Assistance, acting through the Texas Veterans Commission, VALOR may provide full or partial payment for mental health services for VALOR participants who require financial assistance, as directed.

Counseling/treatment/peer support provides guidance and support from experienced licensed and non-licensed clinicians to address underlying issues and develop coping strategies, allowing the Veteran participant to progress in treatment and recovery. Provider will provide Seeking Safety, substance use classes like AA and Taking the High Road, and other peer and mental health services to VALOR participants inside the Collin County Jail and/or Minimum Security Facility. Collin County has concluded that Provider has the facilities and personnel necessary to enter into this Agreement as a public service.

Provider will:

- Comply with all Health Insurance Portability and Accountability Act (HTPAA) and confidentiality requirements;
- Supply and arrange for all equipment and personnel necessary for staffing, transportation of necessary class material, and other tasks necessary to conduct appropriate mental health services;
- Designate an administrator, who will serve as the primary point of contact to outside entities, including VALOR, and provide biannually updated contact information to VALOR, including telephone number and email address;
- Be responsible for inventory management; and,
- Issue invoices to VALOR within fifteen (15) days following the month of service.

VALOR will:

- Provide site screening to determine participation suitability;
- Provide reasonable consultation and assistance, including such consultation and assistance as is needed for Provider to comply with regulations, restrictions, or guidance imposed by DSHS, CDC, Collin County, and other relevant policies;
- Make reasonable accommodations to classroom/facility space and provide Provider information about and/or status updates on appropriate locations and payers;
- Provide after-action and improvement consultation, as needed or requested.

COMPENSATION FOR SERVICES: Services shall be paid at a rate of \$35.00 per one (1)-hour session, with a maximum of 84 sessions per year, for a total maximum cost of \$2,940.00 per year. 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 VALOR Program Coordinator 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 February 7, 2022, and will remain in effect until June 30, 2022. This agreement shall automatically renew for additional one (1) year period 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.

ADDITIONAL CONDITIONS:

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 AgreementL 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.

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 her own workers compensation insurance coverage and agrees that 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 she has medical insurance, and agrees that she shall not be entitled to any coverage under Collin County.

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
19 DAY OF January, 2022.

By: Krystal A. Ervin
(Signature) Krystal A Ervin
Krystal Ann Ervin

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

COLLIN COUNTY
By: _____
(Signature)
Michelle Charnoski, NIGP-CPP, CPPB, Purchasing Agent