

AGREEMENT NO. 2022-174
COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between **Muta Zalukto Wells**, 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 Accessing Lifelong Opportunities for Rehabilitation (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. Provider shall perform the services at the Community Corrections Facility, Courthouse, other county locations or at the Provider's office in Lewisville, TX.

In providing services, the Provider shall conduct himself 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 2-to-6 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 Provider will provide the following services and complete the described requirements:

Provider will:

- Attend all designated court sessions;
- Attend all regularly scheduled meetings to complete services for individual cases, and other meetings as required. At such meetings, provider shall outline work accomplished and report to the court or team any information related to individual cases within the approved time period;
- Conduct initial evaluations as directed, as well as midpoint and exit assessments for program participants;
- Work closely with the Program Team, serving as a primary point of contact for questions and concerns related to the mental health status and treatment compliance of program participants;
- Ensure that the privacy of the individual in the program is maintained;
- Provide a written report detailing the results of all assessments performed, as well as any clinical recommendations resulting;
- Monitor treatment compliance, including treatment attendance and motivation to participate;
- Provide community linkages and referrals to appropriate outside agencies/organizations for support services, or to the VA;
- Be responsible for updating and maintaining a clinical database for all participants and their clinical progress, for each county involved in the program;
- Submit necessary data to the Program Manager to complete all quarterly reporting requirements as set out by the Texas Veterans Commission;
- Be available by phone and e-mail during regular business hours and otherwise as needed;
- Coordinate with appropriate Veterans Court team members in all participating counties to schedule evaluations and assessments, and complete any necessary reports in a timely manner;
- Comply with all Health Insurance Portability and Accountability Act (HIPAA) and confidentiality requirements;
- Supply and arrange for all equipment for necessary assessments and other tasks necessary to conduct appropriate mental health services; and,

Program 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. Equipment will include a Laptop Computer and Computer software and licenses.
- 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.

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 their 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
 - c. Desktop scanner

County Provided Access:

1. County will provide the access to the following areas as necessary:
 - a. County Community Correctional Facility/Jail/Minimum Security
 - b. County Court House
 - c. 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 provided per exhibit C. 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 August 1, 2022, and will remain in effect until June 30, 2023. 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
28 DAY OF June, 2022.

By: 
(Signature)
Muta Zalukto Wells

EXECUTED AND ACCEPTED THIS
15 DAY OF July, 2022.

COLLIN COUNTY
By: 
(Signature)
Michelle Charnoski, CPPB, Purchasing Agent

Exhibit B

Insurance Requirements Updated 7.31.22

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/Professional Liability insurance including but not limited to the coverage indicated below.

Occurrence form preferred for Professional.

- Each Occurrence: \$500,000
- Personal Injury & Property Damage: \$500,000
- Independent Contractors & Contractual Liability: \$500,000
- General Aggregate: \$1,000,000
- Professional Liability: 1,000,000 Each Claim / \$1,000,000 Policy Aggregate

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, Automobile Liability

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 the effect that Collin County will receive at least thirty (60) days' notice prior to cancellation, non-renewal or termination of the policy.

2.4 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: A-VII or higher as assigned by A.M. BEST Rating Company

3.1 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.

4.0 Vendor will have current auto insurance for his/her vehicle and will be able to provide a copy of the insurance if requested.

**Exhibit C
Payment Schedule Updated 7.31.22**

Muta Wells	Days		Muta	Salary	\$20,000.00
8/1/2022-8/5/2022	5	\$416.6667	Daily rate	\$83.3333	
8/8/2022-8/12/2022	5	\$416.6667	Weekly rate	\$416.6667	
8/15/2022-8/19/2022	5	\$416.6667			
8/22/2022-8/26/2022	5	\$416.6667			
8/29/2022-9/2/2022	5	\$416.6667			
9/5/2022-9/9/2022	5	\$416.6667			
9/12/2022-9/16/2022	5	\$416.6667			
9/19/2022-9/23/2022	5	\$416.6667			
9/26/2022-9/30/2022	5	\$416.6667			
10/3/2022-10/7/2022	5	\$416.6667			
10/10/2022-10/14/2022	5	\$416.6667			
10/17/2022-10/21/2022	5	\$416.6667			
10/24/2022-10/28/2022	5	\$416.6667			
10/31/2022-11/4/2022	5	\$416.6667			
11/7/2022-11/11/2022	5	\$416.6667			
11/14/2022-11/18/2022	5	\$416.6667			
11/21/2022-11/25/2022	5	\$416.6667			
11/28/2022-12/2/2022	5	\$416.6667			
12/5/2022-12/9/2022	5	\$416.6667			
12/12/2022-12/16/2022	5	\$416.6667			
12/19/2022-12/23/2022	5	\$416.6667			
12/26/2022-12/30/2022	5	\$416.6667			
1/2/2023-1/6/2023	5	\$416.6667			
1/9/2023-1/13/2023	5	\$416.6667			
1/16/2023-1/20/2023	5	\$416.6667			
1/23/2023-1/27/2023	5	\$416.6667			
1/30/2023-2/3/2023	5	\$416.6667			
2/6/2023-2/10/2023	5	\$416.6667			
2/13/2023-2/17/2023	5	\$416.6667			
2/20/2023-2/24/2023	5	\$416.6667			
2/27/2023-3/3/2023	5	\$416.6667			
3/6/2023-3/10/203	5	\$416.6667			
3/13/2023-3/17/2023	5	\$416.6667			
3/20/2023-3/24/2023	5	\$416.6667			
3/27/2023-3/31/2023	5	\$416.6667			
4/3/2023-4/7/2023	5	\$416.6667			
4/10/2023-4/14/2023	5	\$416.6667			
4/17/2023-4/21/2023	5	\$416.6667			
4/24/2023-4/28/2023	5	\$416.6667			
5/1/2023-5/5/2023	5	\$416.6667			
5/8/2023-5/12/2023	5	\$416.6667			
5/15/2023-5/19/2023	5	\$416.6667			
5/22/2023-5/26/2023	5	\$416.6667			
5/29/2023-6/2/2023	5	\$416.6667			
6/5/2023-6/9/2023	5	\$416.6667			
6/12/2023-6/16/2023	5	\$416.6667			
6/19/2023-6/23/2023	5	\$416.6667			
6/26/2023-6/30/2023	5	\$416.6667			
	<u>240</u>	<u>\$20,000.00</u>			

47 Weeks	\$416.67/wk	\$ 19,583.49
1 Week	\$416.51/wk	\$ 416.51
		<u>\$ 20,000.00</u>

Handwritten: 6/23/22

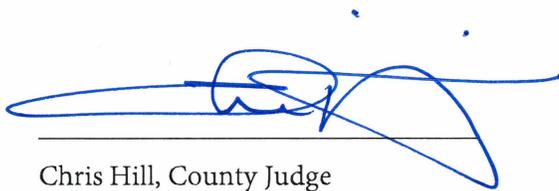
State of Texas §
Collin County §
Commissioners Court §

Court Order
2022-606-07-11

An order of the Collin County Commissioners Court approving a personal services agreement.

The Collin County Commissioners Court hereby approves a personal services agreement with Muta Zalukto Wells (Contract No. 2022-174) for mental health services for VALOR participants, grants an exemption from the competitive bid process per Texas Local Government Code 262.024(a)(4), and further authorizes the Purchasing Agent to finalize and execute same, 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, July 11, 2022.



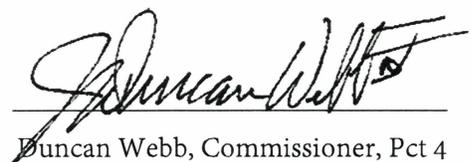
Chris Hill, County Judge



Darrell Hale, Commissioner, Pct 3



Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk