

AGREEMENT NO. 2023-300
COLLIN COUNTY
PROFESSIONAL SERVICES
AGREEMENT

THIS AGREEMENT is entered into by and between Connections Wellness Group (CWG), herein 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 fully staff, implement, evaluate and monitor the mental health treatment program at the Community Corrections Facility, Courthouse, other County locations, and/or at the Provider's office in McKinney, TX.

In providing services, the Provider shall conduct itself, its employees and/or independent contractors 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 should 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. Some 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 Program Director, Judge John Roach, Jr., and his designees, such as mental health and drug abuse clinicians as well as Probation Department and Sheriff's Office personnel.

The purpose of this Agreement is to consolidate the Mental Health Treatment of VALOR participants under the supervision of a full-service clinical provider and the management thereof. The Provider provide the appropriate staff and completely manage the mental health functions of the VALOR Program as stated below for up to twenty (20) VALOR participants:

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

1. Will be responsible for initial interview and/or psychosocial history of each approved applicant;
2. Will provide evidence-based mental health services as a licensed clinicians, including group and individual Sessions;
3. Will provide trauma-informed care to participants;
4. Will provide analysis and scoring of mental health assessments for each participant each week using the Trac9 Mental Health Tracking Tool to enhance treatment effectiveness and clinical outcomes;
5. Will provide a written report, when required, detailing the results of the assessments and any clinical recommendations resulting;
6. Will monitor treatment compliance, including treatment attendance and motivation of participants;
7. Will provide community linkages and referrals to appropriate outside agencies/organizations for support services, and if clinically appropriate and if financial resources are available, participants will be provided the option to seek additional treatment with Provider;
8. Will work with the 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 Veterans Court program and to keep up with best practices;
9. Will ensure that the privacy of the individual in the program is maintained;
10. Will be responsible for maintaining a database for all applicants and veterans and their progress for each participant involved in the program;
11. Will submit necessary data to the Clinical Director and/or Program Coordinator to complete all quarterly reporting requirements as set out by the Texas Veterans Commission;
12. Will be available by phone and e-mail during regular business hours and otherwise as needed;

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13. Will coordinate with county stakeholders and VALOR team members;
14. Will attend court sessions scheduled for the program as needed;
15. 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;
16. 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;
17. Each staff member assigned by Provider must pass a background check to be issued a badge for entry into Collin County facilities;
18. Will serve as the conduit between the VALOR participants and community service providers;
19. Will conduct initial eligibility assessments for VALOR participants as directed in the Plan of Operation;
20. Will work with the VALOR Program Team to develop and maintain program and admission requirements, policies and procedures, as developed by the grant guidelines and/or the North Texas Regional Veterans Court program and to keep up with best practices;
21. Will conduct community outreach and coordination with community service agencies who may be willing to assist program participants throughout the program and through transition;
22. Will work closely with Texas counties, serving as the primary point of contact for questions and concerns regarding eligibility criteria and the VALOR program as a whole.

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 its 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 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

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.

AWARD AND COMPENSATION FOR SERVICES: Awarded amount for all services provided herein is not to exceed **\$64,700 (\$16,175 monthly)**. Provider will invoice the County monthly for the amount of provided services as described above by invoices to include all information as described below. No other expense or reimbursement shall be borne by Collin County unless stated herein. The County will not be able to exceed the awarded grant amount in any given term of this contract.

- INVOICES along with a statement of work indicating the task completed shall be submitted monthly 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, and 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, 2023**, and will remain in effect until **November 30, 2023**. 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.

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The term of this Agreement may be extended provided the grant is renewed for the County and at the option of County and the Provider on the same terms and conditions as stated herein upon the County's delivery of written notice to extend to provider at least thirty (30) days prior to the expiration of the initial or any extension term.

INDEMNIFICATION:

Connections Wellness Group ("CWG") Indemnification: CWG shall indemnify and hold Collin County harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses arising out of or in connection with any acts, errors, omissions, or negligence of CWG employees or contractors in the performance of their duties under any agreement or engagement with Collin County.

To the fullest extent allowed by law, Collin County shall indemnify and hold CWG harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses arising out of or in connection with any acts, errors, omissions, or negligence of Collin County's employees or contractors in the performance of their duties under any agreement or engagement with CWG

ASSIGNMENT: The Company shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

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.

SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

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.

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

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Connections Wellness Group

By: 

Title: CEO

Date: July 20th, 2023

Collin County, Texas

By: 

Title: Purchasing Agent

Date: 7/13/2023

Date: _____

Per CC# 2023-587-07-10

EXHIBIT A
INSURANCE REQUIREMENTS

1.1 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.

1.1.1 **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.

- Each Occurrence: \$1,000,000
- Personal & Advertising Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

1.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be for General Liability, Commercial Automobile Liability and Workers' Compensation.

1.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

1.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.

1.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

1.3 All insurance shall be purchased from an insurance company that meets the following requirements:

1.1.1 A financial rating of A+ VII or better as assigned by the BEST Rating Company or equivalent.

1.4 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:

1.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

1.4.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT B

Collin County External Remote Connectivity Policy and Agreement Form

Remote Access Agreement

1. PURPOSE

The purpose of this document is to provide the framework for granting REMOTE ACCESS to Collin County services/equipment through REMOTE ACCESS so that an Authorized Party of a mental health facility external to Collin County government may access its Valor and/or Veteran's Court data hosted on the Collin County's network.

2. SCOPE

This policy applies to all mental health personnel external to Collin County government utilizing REMOTE ACCESS to access the Collin County network for Valor and/or Veteran's Court data (such persons referred to herein as "Authorized Parties.")

3. POLICY

Authorized parties may utilize the benefits of REMOTE ACCESS, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the REMOTE ACCESS.

Additionally,

- a. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed to access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
- b. Authorized Parties and the Collin County employees sponsoring the request for REMOTE ACCESS are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County REMOTE ACCESS policy and will be reported to the Authorized Party's agency.
- c. The Authorized Parties and the Collin County employees sponsoring the REMOTE ACCESS request are also responsible for defining the time/scope that the REMOTE ACCESS account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
- d. REMOTE ACCESS use is to be controlled using public/private key system with a strong pass phrase and a second factor, such as a token device or a dynamically generated passcode.
- e. REMOTE ACCESS gateways will be established and managed by Collin County Information Technology Department.
- f. All computers connected to the Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
- g. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft's Product Lifecycle chart and use only currently supporting and fully patched operating systems.
- h. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
- i. Only approved REMOTE ACCESS clients may be used.
- j. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.
- k. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to the County's network within 24 hours or the next business day.
- l. After six months of expired inactivity, Active Directory and REMOTE ACCESS accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
- m. Accounts will be locked out after a certain number of failed attempts.
- n. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the REMOTE ACCESS user. The sponsoring agency is the 296th District Court.

- o. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
- p. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through REMOTE ACCESS to Collin County.
- q. If the County migrates to a new network connection technology, it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.
- r. The Authorized Party must notify Collin County IT immediately upon learning of any compromise occurring through an anti-virus, malware, or other form of unauthorized access. Collin County will also inform the Authorized Parties of any breach or suspected breach occurring on the County network. REMOTE ACCESS may be restricted during such an event while corrective actions are undertaken.
- s. The Authorized Party must notify Collin County IT immediately upon learning of any unauthorized access of count resources through REMOTE ACCESS connection.

4. GRANTING ACCESS

To obtain access via REMOTE ACCESS, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for REMOTE ACCESS must be signed and approved by the Manager who is responsible for the external Authorized Parties use. REMOTE ACCESS expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday-Friday, 8 am – 5 pm, and requires a minimal of two weeks’ notice to schedule.

5. ENFORCEMENT

Collin County Information Technology Department may actively monitor the REMOTE ACCESS concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their REMOTE ACCESS terminated immediately.

6. LIABILITY

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to a actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County’s services/equipment resulting from or related to Agency’s connection to the County’s networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

7. DEFINITIONS

TERM	DEFINITION
a. REMOTE ACCESS	An extension of Collin County’s internal private network.
b. REMOTE ACCESS Concentrator	Physical device that manages REMOTE ACCESS connections.
c. REMOTE ACCESS Client	Remote computer with REMOTE ACCESS software utilizing REMOTE ACCESS services.
d. Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.
e. User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.
f. Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to the Collin County services/equipment through the REMOTE ACCESS. The employee may be someone in IT.

Agency Management's Signature (if applicable)

Printed Name: Austin Gregg

Signature: 

Email Address: Austin.Gregg@connections-wellness-group.com

Phone: 940-222-2199 Date: 6/26/22

Sponsoring Parties Signature

Printed Name: Judge John Roach, Jr.

DocuSigned by: 
Signature: 

Email Address: judgeroach@co.collin.tx.us

Phone: 972-548-4409 Date: 7/11/2023

Remote Access User's Signature

Printed Name: _____

Signature: _____

Email Address: _____

Phone: _____ Date: _____

Return copy of form to:
Caren Skipworth
2300 Bloomdale #3198
McKinney, Texas 75071

EXHIBIT "C"

AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST

The undersigned declares and affirm that during the term of this contract they will maintain compliance as defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor Connections Network Group

Title of Officer Alexa Gray

Signature of Officer [Handwritten Signature]

Date: 06/29/2023

ACKNOWLEDGMENT

STATE OF TEXAS }

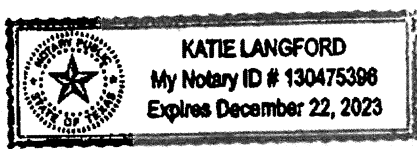
COUNTY OF Denton }

BEFORE ME, on this day personally appeared Alexa Gray, known to me (or proved to me on the oath of Katie Langford or through SO (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of June 30, 2023.

[Handwritten Signature]
 Notary Public, State of Texas

Katie Langford
 Printed Name



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Connections Wellness Group, hereinafter referred to as "Covered Entity," and Collin County/North Texas Veterans Court/VALOR, hereinafter referred to as "Business Associate," collectively referred to as the "Parties."

BACKGROUND

1. Covered Entity is a covered entity as defined by HIPAA, engaged in providing healthcare services, and maintains PHI as defined by HIPAA.
2. Business Associate provides certain services to Covered Entity, which involve the use or disclosure of PHI on behalf of Covered Entity.

DEFINITIONS

1. PHI: Protected Health Information, as defined in 45 CFR § 160.103, that is received, created, maintained, or transmitted by Business Associate on behalf of Covered Entity.
2. HIPAA: Health Insurance Portability and Accountability Act of 1996, and its implementing regulations, including the Privacy Rule, Security Rule, Breach Notification Rule, and any other applicable provisions.

RESPONSIBILITIES OF BUSINESS ASSOCIATE

1. Permitted Uses and Disclosures: Business Associate shall use and disclose PHI only as permitted or required by this Agreement or as otherwise required by law.
2. Safeguards: Business Associate shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including compliance with the HIPAA Security Rule.
3. Subcontractors: Business Associate shall ensure that any subcontractors or agents to whom it provides PHI comply with the same obligations and restrictions set forth in this Agreement.
4. Reporting: Business Associate shall report any unauthorized use or disclosure of PHI to Covered Entity promptly.
5. Access, Amendment, and Disclosure: Business Associate shall provide access, amendment, and disclosure rights to individuals regarding their PHI, as required by HIPAA.
6. Breach Notification: Business Associate shall promptly notify Covered Entity of any breach of unsecured PHI in accordance with the HIPAA Breach Notification Rule.

7. **Compliance with Applicable Laws:** Business Associate shall comply with all applicable federal, state, and local laws and regulations related to the privacy and security of PHI.

TERM AND TERMINATION


1. **Term:** This Agreement shall be effective as of August 1, 2023 and shall continue until terminated as provided herein.
2. **Termination for Cause:** Either Party may terminate this Agreement if the other Party breaches a material provision of this Agreement and fails to cure such breach within a reasonable time after written notice.
3. **Obligations upon Termination:** Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, including any copies thereof, in accordance with HIPAA requirements.

GENERAL PROVISIONS

1. **Employees/Contractors:** All employees/contractors of the Business Associate who have access to PHI based upon their participation in the North Texas Veterans Court and/or the VALOR Program shall execute a separate Confidentiality Agreement that outlines their individual obligations to protect Personal Health Information in accordance with federal law and this agreement.
2. **Participants in the North Texas Veterans Court/VALOR:** BA or CE will request Each participant in the North Texas Veterans Court and/or VALOR Programs execute a Mental Health Records release covering the release of said records to the Covered Entity and the Business Associate.
3. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral.
4. **Amendments:** Any amendments or modifications to this Agreement shall be in writing and signed by both Parties.
5. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Collin County.
6. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.


- 7. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Business Associate Agreement as of the Effective Date.

Covered Entity:  on behalf of Connections Wellness Group, LLC

[Authorized Representative] : Austin Gregg, CEO
[Name of Covered Entity] : Connections Wellness Group, LLC
[Date] : July 26th, 2023

Business Associate:

[Authorized Representative] : 
[Name of Covered Entity] : collin county
[Date] : 7/13/2023

Per CC# 2023-587-07-10