AGREEMENT NO. 2023-314

COLLIN COUNTY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Connections Wellness Group, herein referred to as "Provider," and Collin County, Texas.

STATEMENT OF WORK: Under a grant from the Fund for Veterans Assistance, acting through the Texas Veterans Commission, the North Texas Regional Veterans Court (NTRVC) may provide full or partial payment for mental health services provided for NTRVC participants, as directed. The Provider shall perform the following duties and services, 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.

Assessment/reporting/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 evaluate, monitor, and report on the mental health and treatment progress of individuals as related to their participation in the program. Collin County has concluded that Provider has the facilities and personnel necessary to enter into this Agreement as a public service.

The purpose of this Agreement is to consolidate the Mental Health Treatment of NTRVC participants under the supervision of a full-service clinical provider and the management thereof. The Provider agrees to provide and manage the appropriate staff to accomplish and manage the mental health functions of the Veteran's Court Program as stated below for up to 130 Veteran's Court participants:

Provider will:

- 1. Attend all designated court sessions throughout multiple counties;
- 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;
- 3. 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;
- 4. 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;
- 5. Ensure that the privacy of the individual in the program is maintained;
- 6. Provide a written report detailing the results of all assessments performed, as well as any clinical recommendations resulting;
- 7. Monitor treatment compliance, including treatment attendance and motivation to participate;
- 8. Provide community linkages and referrals to appropriate outside agencies/organizations for support services, or to the VA and, if clinically appropriate and financial resources are available, provide participants with the option to seek additional treatment with the Provider's outside services;
- 9. Be responsible for updating and maintaining a clinical database for all participants and their clinical progress, for each county involved in the program;
- 10. Submit necessary data to the Program Manager to complete all quarterly reporting requirements as set out by the Texas Veterans Commission;
- 11. Be available by phone and e-mail during regular business hours and otherwise as needed;
- 12. 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;
- 13. Comply with all Health Insurance Portability and Accountability Act (HIPAA) and confidentiality requirements;
- 14. Supply and arrange for all equipment for necessary assessments and other tasks necessary to conduct appropriate mental health services; and,

NTRVC will:

- 1. 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.
- 2. Provide site screening to determine participation suitability;

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- 3. 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;
- 4. Make reasonable accommodations to classroom/facility space and provide Provider information about and/or status updates on appropriate locations and payers;
- 5. 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 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 \$95,976 (\$8725.09 per month for ten (10) months and \$8725.10 for one (1) month). 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 June 30, 2024. 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.

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 Provider 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

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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.

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 A, which is attached hereto and thereby made part of this Agreement.

Connections Wellness Group

Title: _CEo

Date: Juy 24 Zuzz

Colling-County in Feinas

By: Midulle Charnoski

Title: Purchasing Agent

7/13/2023 Date:

CC # 2023-588-07-10

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 than 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.
- 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.
- 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.
- 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 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**

TE	RM	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	utilizing REMOTE ACCESS services.
d.	Agency Management	. Person in Agency Provider that can take responsibility for the liability clause of this document.
e.	User	Employee, Agency, contractor, 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)		windows, and the state of the s
Printed Name: Mustin Crego	Signa ture:	<i>Y</i>
Email Address: Awsha Grega Co renechamy Hasharst gray. com	Phone: 940-222-2399	Date: 06 26 23
Sponsoring Parties Signature Printed Name: Judge John Roach, Jr.	Clara	7.
Email Address: judgeroach@co.collin.tx.us	Signature:	7/11/2023 Date:
Remote Access User's Signature		
Printed Name:	Signature:	· Santaling to graphy week to the control of the co
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 Welkers Gra	4			
Title of Officer	Short Gogt	Material Control Contr			
Signature of Officer	200				
Date:	Gu/29/2023	Security and page to the security and the security of the secu			
	ACKNOW	LEDGMENT			
STATE OF TEXAS	}				
COUNTY OF	<u>~</u> }				
BEFORE ME, on this day personally appeared					
Notary Public, State of Lungh Printed Name	HAND AND SEAL OF OFFICE, this Texas	KATIE LANGFORD My Notary ID # 1304753 Expires December 22, 2	396		

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

- 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

- 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.
- 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 Wallness Gra	y, uc
[Authorized Representative]	: Yushn Gregg, CED	
[Name of Covered Entity]	: Connections Wellines Group, LLC	
[Date]	: July 2000, 2023	
Business Associate:		
[Authorized Representative]	Docusigned by: Michelle Charnoski	
•	Collin County	
[Name of Covered Entity]		
[Date]	7/13/2023	

CC# 2023-588-07-10