

AGREEMENT NO. 2024-059
COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Brennan Jones, herein also referred to as Consultant, and Collin County, Texas.

STATEMENT OF WORK: The Consultant 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. Consultant shall perform the services at the Courthouse, other county locations, or at the Consultant's office in Frisco, TX.

In providing services, the Consultant 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 I. Rockwall, Collin, Grayson, Fannin, and Kaufman counties have all joined the program. The North Texas Regional Veterans Court is currently operating at max county participation.

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

Program Services:

1. Conduct a comprehensive review of the existing policies, procedures, manuals, and related documents.
2. Collaborate with the North Texas Veterans Court Program Manager to ensure seamless integration of revised policies and procedures.
3. Consultant will provide revised and updated policies, procedures, and associated documentation in electronic and printed format, as necessary.
4. Training materials (if applicable) in a format suitable for training sessions.
5. The Consultant shall maintain open communication with the North Texas Veterans Court program manager and any other designated contact throughout the engagement.
6. Establish and maintain a structured system for data record keeping.
7. Perform data entry tasks to ensure accurate and up-to-date records.
8. Ensure the accuracy and security of data records, including case files, progress reports, and other relevant information.
9. Collaborate with the program manager to analyze and interpret data for ongoing program improvements.

Special Considerations:

1. The Consultant position may be abolished at any time by the Collin County Commissioners Court.
2. The Consultant 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, Consultant 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 Consultant 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 for the position or program is terminated.

- a. Laptop Computer
- b. Computer software and licenses
- c. Two (2) computer monitors
- d. Desktop scanner

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 Consultant any and all information, data, etc. as it may have in its possession relating to the individual case as described herein.

COMPENSATION FOR SERVICES: Consultant will invoice the County for dates and hours worked in the amount of \$25.00 per hour.

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, Subtitle 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 October 23, 2023, and will remain in effect until June 30, 2024. 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 Consultant fails to perform in accordance with terms and conditions of the agreement as stated herein.

ADDITIONAL CONDITIONS:

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

INDEMNIFICATION: Consultant 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. Consultant 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 Consultant agrees that at any time during normal business hours, and as often as County may deem necessary, Consultant 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.

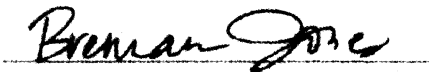
CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

WORKERS COMPENSATION: By signing this agreement, Consultant 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, Consultant is certifying that he/she has medical insurance, and agrees that he/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 Consultant and Collin County.

AGREED TO AND ACCEPTED THIS
11th DAY OF October, 2023



By: (Signature)
Brennan Jones

EXECUTED AND ACCEPTED THIS ²⁴
DAY OF October, 2023.

DocuSigned by
COLLIN COUNTY
Michelle Charnoski
1100598767636

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

CC#2023-1060-10-23

ATTACHMENT A

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 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 Veteran's Court data (such persons referred to herein as "Authorized Parties.")

User of said data and or equipment is expected to treat the information and or equipment with professional integrity; moreover, all information and or equipment is to be kept safe and confidential at all times while in the user's possession. In the event of theft and or damage, the user may be held responsible and required to replace said equipment.

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 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.

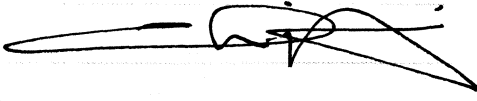
Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement 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

- d. Agency Management utilizing REMOTE ACCESS services. 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)

Printed Name: CHRIS HILL
 Signature: 

Email Address: _____ Phone: _____

Date: 28 OCT 2023

Sponsoring Parties Signature

Printed Name: Judge John R. Roach, Jr.

Signature: 

Email Address: judgeroach@co.collin.tx.us Phone: x4409

Date: October 12, 2023

Remote Access User's Signature

Printed Name: Brennan Jones

Signature: 

Email Address: brennan.c.jones@gmail.com Phone: 214-534-2212

Date: October 12, 2023

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

ATTACHMENT B

RELEASE AND WAIVER AGREEMENT

STATE OF TEXAS)
)
COUNTY OF COLLIN)

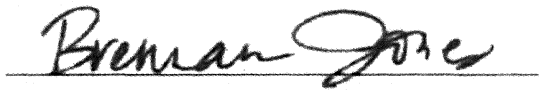
KNOW ALL MEN BY THESE PRESENTS:

1. That I, **Brennan Jones** (hereinafter the "Undersigned") for and in consideration of being allowed (myself and employees) to work on-site in a Collin County facility, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby freely, irrevocably, fully and completely waive any and all claims, debts, demands, actions, causes of action, lawsuits, sums of money, contracts, agreements, judgments and liabilities, that the Undersigned and or their respective heirs, assigns, personal administrators, personal representatives, and next of kin, have, or which may hereafter accrue against Collin County and all their agents, attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not (hereinafter the "Released Parties"), growing out of or in any way related to or accrued as a consequence of working at or in a Collin County facility.

2. In consideration of being allowed to work in a Collin County Facility the Undersigned identified below, acknowledges, appreciates, and agrees that this can create a risk of injury, and the Undersigned knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of others, including claims arising out of the negligence of Collin County, and all their agents, attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not.

3. The Undersigned further represents and warrants they have carefully read the foregoing RELEASE AND WAIVER AGREEMENT, know and understand the contents hereof completely, that they agree to all terms herein, and signs the same as their own free will, act and deed.

Witness my hand this 12th day of October, 2023.



Contractor