



# COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
[www.collincountytx.gov](http://www.collincountytx.gov)

October 10, 2023

GT Distributors, Inc.  
1124 New Meister Lane  
Suite 100  
Pflugerville, TX 78660

RE: Award of IFB 2023-219, Safety Wear

Dear Mr. Curtis:

Collin County has awarded GT Distributors, Inc. part of the above referenced solicitation to your company (PRIMARY - Lines 2 – 4, 12 – 20, 32, 36, 39 – 42, 45, 46, 53 – 59, 61, 65, 66; SECONDARY - Lines 33, 37) per Court Order No. 2023-1011-10-09. It is understood all terms, conditions and prices will be held firm as per your response to the solicitation. This is an annual fixed price contract. The contract term begins upon date of award and continues for one (1) year. The County will have the right and option to extend the term of the contract for two (2) additional one (1) year periods upon the same terms and conditions. The County will also have the right and option to terminate the contract upon thirty (30) days written notice.

This is a notification only, purchase orders will be issued on an as needed basis. The delivery address for orders will be printed on each purchase order issued.

Per Article 3.0 of the specifications, please submit your insurance certificate indicating the required coverage with ten (10) days.

A purchase order is required for all products or services ordered. Do not deliver any products or perform any services without a purchase order.

Invoices should be e-mailed to the Collin County Auditor's office at [accountspayable@collincountytx.gov](mailto:accountspayable@collincountytx.gov) and to the department contacts, Marie Chacon at [mchacon@co.collin.tx.us](mailto:mchacon@co.collin.tx.us), Tammy Cook at [tcook@co.collin.tx.us](mailto:tcook@co.collin.tx.us) and Rebecca Zimmerman at [rzimmerman@co.collin.tx.us](mailto:rzimmerman@co.collin.tx.us). Please ensure that the appropriate purchase order number is on all invoices.

Please acknowledge receipt of this letter, as indicated below, and e-mail it to Sophia Vilca Madrid at [svilca@co.collin.tx.us](mailto:svilca@co.collin.tx.us) or fax to 972-548-4694.

DAVID CURTIS

NAME

10/11/2023

DATE

SIGNATURE

BIDS MANAGER

TITLE

Thank you for your interest in serving our needs. We look forward to a successful business relationship. If you have any further questions, please contact me at 972-548-4107 or [svilca@co.collin.tx.us](mailto:svilca@co.collin.tx.us).

Sincerely,

Sophia Vilca Madrid  
Buyer II

Copy to:  
File



# COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
[www.collincountytx.gov](http://www.collincountytx.gov)

October 10, 2023

Galls, LLC  
1340 Russll Cave Road  
Lexington, KY 40505

RE: Award of IFB 2023-219, Safety Wear

Dear Ms. Brewer:

Collin County has awarded Galls, LLC part of the above referenced solicitation to your company (PRIMARY - Lines 6 – 8, 23 – 25, 28, 33 – 35, 37, 38, 43, 44, 48, 50, 59 – 63, 65, 66; SECONDARY - Lines 2 – 4, 14, 15, 18 – 20, 32, 36, 39 – 42, 45, 46, 53 – 55, 57) per Court Order No. 2023-1011-10-09. It is understood all terms, conditions and prices will be held firm as per your response to the solicitation. This is an annual fixed price contract. The contract term begins upon date of award and continues for one (1) year. The County will have the right and option to extend the term of the contract for two (2) additional one (1) year periods upon the same terms and conditions. The County will also have the right and option to terminate the contract upon thirty (30) days written notice.

This is a notification only, purchase orders will be issued on an as needed basis. The delivery address for orders will be printed on each purchase order issued.

Per Article 3.0 of the specifications, please submit your insurance certificate indicating the required coverage with ten (10) days.

A purchase order is required for all products or services ordered. Do not deliver any products or perform any services without a purchase order.

Invoices should be e-mailed to the Collin County Auditor's office at [accountspayable@collincountytx.gov](mailto:accountspayable@collincountytx.gov) and to the department contacts, Marie Chacon at [mchacon@co.collin.tx.us](mailto:mchacon@co.collin.tx.us), Tammy Cook at [tcook@co.collin.tx.us](mailto:tcook@co.collin.tx.us) and Rebecca Zimmerman at [rzimmerman@co.collin.tx.us](mailto:rzimmerman@co.collin.tx.us). Please ensure that the appropriate purchase order number is on all invoices.

Please acknowledge receipt of this letter, as indicated below, and e-mail it to Sophia Vilca Madrid at [svilca@co.collin.tx.us](mailto:svilca@co.collin.tx.us) or fax to 972-548-4694.

Mike Fadden

NAME

SIGNATURE

11/02/2023

DATE

Chief Executive Officer

TITLE

Thank you for your interest in serving our needs. We look forward to a successful business relationship. If you have any further questions, please contact me at 972-548-4107 or [svilca@co.collin.tx.us](mailto:svilca@co.collin.tx.us).

Sincerely,

Sophia Vilca Madrid  
Buyer II

Copy to:  
File

## 2.0 TERMS OF CONTRACT

2.1 A bid, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall

be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid price. All components required to render the item complete, installed and operational shall be included in the total bid price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.20 All warranties shall be stated as required in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- 2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or “lockdown”; and (7) subjected to a search of your person or property. While the Collin County Sheriff’s Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor’s affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County, County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

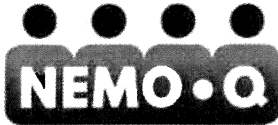
2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from 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.

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB Solicitation documents as Special Terms, Conditions and Specifications.

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## **SYSTEM SERVICE AGREEMENT**

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**4023 West University Blvd. Building B  
McKinney, TX 75071  
Technical Support: 866-725-3277  
Main Office: 972-347-1766**



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## AGREEMENT OVERVIEW

This Agreement represents a System Parts and Remedial Maintenance Agreement ("Agreement") between NEMO-Q Inc. (The Company), Federal ID 14-1906060 DUNS 19-274-2901 and (the Customer) Collin County, located at 2300 Bloomdale Rd., Suite 3100, McKinney, TX 75071 with an Effective Date of 1/1/24 for the NEMO-Q SYSTEMS; Nemo-Q software, ticket printers, displays, interfaces and other hardware, hereafter called the "equipment", that were purchased from NEMO-Q. The SYSTEM(S) covered by this agreement are listed in final quotation or purchase order.

This Agreement remains valid as long as annual warranty fees are paid, until superseded by a revised agreement mutually endorsed by the Company and Customer.

This Agreement outlines the parameters of all services covered as they are mutually understood by the Company and the Customer.

## Goals and Objectives

The goal of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent product service and support to the Customer by the Company.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to the customer.
- Define the hardware coverage (warranty or extended warranty) covered by this agreement.

## Effective Date

This Agreement is valid from the Effective Date outlined above and is valid if annual warranty fees are paid, for a term of one (1) year with the option to renew for additional one year periods, unless written notification is provided thirty (30) days prior to the end of an annual term. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect if annual warranty fees are paid, unless a defined written notice is provided.

## Service Agreement

The following detailed service parameters are the responsibility of the Service Provider, Company, in the ongoing support of this Agreement. The First year from the "In Service" date is considered **Warranty Period** and Blue Service Coverage is included in the original sales price. Should Gold Service Coverage be selected the difference between the Annual Blue Coverage and Annual Gold Coverage shall be due with the installation of the system, in line with agreed to net terms, for the First year Warranty Period.

## Service and Parts Warranty Scope

The following Parts Warranty and Remedial Maintenance Services are covered by this Agreement;

- Hardware parts replacement when defined as "covered",
- Manned telephone support as defined by the selected level of Service,
- Monitored email support as defined by the selected level of Service,
- Remote assistance using *TeamViewer* where available and when authorized by Customer. *Should TeamViewer or other customer approved remote access not be allowed, additional service fees may apply.*
- Planned or Emergency Onsite assistance (extra costs may apply)

## Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Software upgrades of Windows operating system software. If NEMO-Q assistance is required because of such an upgrade, additional costs may apply.

## Company Requirements

Company responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- The agreement provides for replacement of any inoperable covered equipment, devices, or components with new or certified refurbished equipment.
- Maintain access to Collin County approved remote support tool.

## Service Management

Effective support of services is a result of maintaining consistent service levels. The service response times are contingent upon Company's ability to remotely access and service the system(s) using *TeamViewer* or other agreed upon and approved access methods. The following sections provide relevant details on service availability, monitoring of services and related components.

### Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- **Business Day support to Customer Service # 469-712-6400 or [support@nemo-q.com](mailto:support@nemo-q.com) : 8:00 A.M. to 5:00 P.M. Monday – Friday Central Time Zone, USA.**
- **Emails will be handled with the same response times as telephone calls to Customer Service.**
- **<sup>1</sup> For shipping outside of the USA additional shipping charges will apply. These charges will vary by the size and weight of the shipment and will be billed additional to the agreement amount. Also, additional business days may be required for shipments outside of the USA.**

### NEMO-Q BLUE:

Parts Shipped<sup>1</sup>: 2 Business Days for High Impact, Otherwise: Ground

| Incident Severity   | Response Time   | On Site Support  |
|---|---|--|
| <b>High Impact - system unusable</b>  | Live or return call within 30 minutes (Within coverage hours) | Within 4 business days once determined on site required  |
| <b>Medium Impact - system useable with severely restricted functionality or performance</b> | Live or return call within 1 Coverage Hour                    | Within 10 business days once determined on site required   |
| <b>Low Impact - system useable with minor impact on functionality or performance</b>        | Live or return call within 1 Coverage Hour                    | Within 15 business days once determined on site required<br>Delays due to airlines or weather are exclusive. |

\*All incidents reported outside of coverage hours will be prioritized the next business day\*

## Problem Resolution Process

We have several steps that may need to be taken prior to issue resolution. Some of the steps will require assistance on the Customer's part.

1. Initial efforts between Company and Customer are to define the issue. This will involve conversations over the phone or via an email exchange between Company technician(s) and authorized Customer contact. A service ticket will be assigned for all issues.
2. If the issue cannot be resolved in step 1, then Company can remote into Customer system, if authorized, using *TeamViewer* or other approved access methods.
3. If it has been determined that a minor part replacement will resolve the issue, then a part will be sent by Company and Customer assistance will be required to replace the part with the support of a Company technician over the phone.
4. For this agreement, minor part replacement for parts previously purchased from Company, may include, but is not limited to:
  - a. Replacing a printer or printer part,
  - b. Replacing a hardware control module,
  - c. Replacing a control pad.
  - d. Replacing an amplifier,
  - e. Replacing a customer feedback panel,
  - f. Replacing a kiosk computer,
  - g. Replacing an engine computer,
  - h. Replacing a media computer,

- i. Replacing a part that requires unplugging cables of old and plugging in cables of new.
5. Upon replacement the customer is to send the broken or defective part back to NEMO-Q. A shipping label will be provided.
6. If it has been determined that a minor repair will resolve the issue, for example clearing a paper jam, then a Company technician will walk a Customer representative through the process over the phone.
7. If an issue **cannot be resolved** over the phone, through remote access, with a minor part replacement or with a minor repair, then an authorized Company technician will be sent to the location at the next available opportunity and in accordance with onsite assistance response times of the defined Company plan (NEMO-Q Gold or NEMO-Q Blue).

### **Remedial Action on Defective Parts**

During the above one-year period Company will repair, adjust and / or replace the equipment or its defective parts with a new or reconditioned model of equivalent quality, at Company's discretion and in accordance with the defined service plan, without charge to Customer. If any equipment is replaced, it will continue with the warranty or service agreement coverage of the original equipment.

### **Not Covered by Warranty or Service Agreement**

The warranty and service agreement do not cover equipment that has been damaged by one or more of the following, but not limited to:

- Unauthorized moves of the equipment
- Accident or vandalism
- Unreasonable use
- Neglect
- Improper service through an agent other than NEMO-Q Authorized Technician
- Acts of God
- Power outages
- Power surges
- Network spikes
- Network reconfiguration impacting the system, without prior notification and approval of NEMO-Q.
- Performing service, remedial maintenance or part replacement activity on a system without first contacting NEMO-Q.
- Using unauthorized "paper" tickets in NEMO-Q provided printers
- Shipping delays that may occur that are outside of the defined days in this agreement.

### **Fees**

To remain under active service coverage, customer shall pay annual fee on or before the Expiration Date each year. The Company reserves the right to adjust fees annually, based on current costs. Payments will be made in accordance with VTCA Section 2251.021 Time for Payment by Government Entity.

### **Expenses**

If travel is required to a Customer site to repair/replace covered parts, then Company will pay for all associated travel costs under NEMO-Q GOLD AND NEMO-Q BLUE if travel occurs in the timeframes defined herein. Should the Customer request the travel occur sooner than the defined timeframes, the additional expenses (typically additional airfare) shall be billable. If several issues are resolved during the visit and all issues are not covered under warranty or the Service Agreement, then partial payment may be divided accordingly between both parties.

### **Authorized Technical Assistance**

Company reserves the right to appoint any third party company for the purpose of warranty and service agreement preventive or remedial work. This assignment will not affect any aspect of the warranty or Service Agreement.

## Miscellaneous Provisions

**Assignment:** This Agreement is non-assignable by Customer without prior written agreement of the Company. The Company shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

**Governing Law:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, USA. This agreement is performable in Collin County, TX.

**Binding Upon Successors:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

**Entire Agreement:** This Agreement constitutes the entire agreement between the Company and the Customer with respect to the terms of the service of the System(s) by the Company and supersedes all prior agreements and understandings, whether written or oral, between them concerning such terms of employment.

**Waiver and Amendments, Cumulative Rights and Remedies.**

This Agreement may be amended, modified or supplemented, and any obligation hereunder may be waived, only by a written instrument executed by the parties hereto. The waiver by either party of a breach of any provision of the Agreement shall not operate as a waiver of any subsequent breach.

No failure on the part of any party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, no shall any single or partial exercise of any such right or remedy by such party preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies hereunder are cumulative and are in addition to all other rights and remedies provided by law, agreement or otherwise.

The Company's obligations to the Customer and the Customer's rights and remedies hereunder are in addition to all other obligations of the Company and rights and remedies of the Consultant created pursuant to any other agreement.

**Construction:** Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. This Agreement shall not be construed or interpreted against any party on the basis that such party drafted or authored a particular provision, parts of or the entirety of this Agreement.

**Severability:** In the event that any provision or provisions of this Agreement is held to be invalid, illegal or unenforceable by any court of law or otherwise, the remaining provisions of this Agreement shall nevertheless continue to be valid, legal and enforceable as though the invalid or unenforceable parts had not been included therein. In addition, in such event the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible with respect to those provisions which were held to be invalid, illegal or unenforceable.

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

**Indemnification:** The the fullest extent allowed by law, the Company shall defend, indemnify, and hold harmless Collin County from any third-party claim or action.

**Expenses for Enforcement:** In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and the court costs incurred in connection with such enforcement including collection.

**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.

## Signatures

IN WITNESS WHEREOF, the Company and the Customer have executed this Agreement under to be effective as of the date first above written.

**COMPANY: NEMO-Q, INC.**

**By: (Signature)** Michael Berg

**Print name:** Michael Berg

**Title:** CEO

**Date:** 11/15/2023

**CUSTOMER:**

**By: (Signature)** Michelle Charnoski  
DocuSigned by:  
8195959E-82F-645E...

**Print name:** Michelle Charnoski

**Title:** Purchasing Agent

**Date:** 12/6/2023

**Court Order # 2023-1173-12-04**

AGREEMENT NO. 2024-107  
COLLIN COUNTY  
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Brianna Smith, Case Manager, 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 VALOR program and eligible justice-involved Veteran participation in the program. Provider shall perform the services at the Community Corrections Facility, Courthouse, and other county locations or at the Provider's office.

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:

Program Services:

1. Will serve as the conduit between the VALOR participants and community service providers.
2. Will serve as the liaison between the VALOR participants and VALOR Mental Health Coordinator/Clinician and Program Coordinator.
3. Will conduct initial eligibility assessments for VALOR participants as directed.
4. 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.
5. Will ensure that the privacy of the individual in the program is maintained.
6. Will update and maintain a database for all eligible applicants for each county involved in the program.
7. Will collect, maintain, analyze, and submit necessary program data to the VALOR Program Coordinator to assist in completing all monthly and quarterly reporting requirements as set out by the Texas Veterans Commission Mental Health grant guidelines.
8. Will be available by phone and e-mail during regular business hours and otherwise as needed.
9. Will coordinate with county stakeholders and VALOR team members.
10. Will conduct community outreach and coordination with community service agencies who may be willing to assist program participants throughout the program and through transition.
11. Will attend court sessions scheduled for the program as needed.
12. 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.
13. 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 team or any information related to individual cases within the approved time period.
14. Collaborate with other team members to ensure a cohesive approach to client care.
15. Maintain a regular schedule and office hours as directed
16. All other duties assigned by Program Director

Participants Services:

1. Will monitor program compliance, including treatment attendance and participation. Will act as a program liaison for the needs of program participants and community resources.
2. Will provide outreach and education to community stakeholders in order to garner attention and assistance for program participants.
3. Will run the VALOR Alumni meeting once per week as needed or otherwise directed.
4. Will instruct two VALOR classes per week as needed or otherwise directed.

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 his 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

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 amounts described in Exhibit A. 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 Program Manager 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 December 11, 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 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, and Chapter 171.

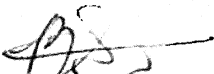
**WORKERS COMPENSATION:** By signing this agreement, Provider agrees to provide his/her own workers compensation insurance coverage and agrees that he/she shall not be entitled to any coverage under Collin County Workers Compensation program, as applicable.

**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.

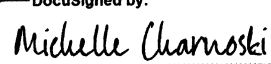
**LIABILITY INSURANCE:** Provider agrees to meet all insurance requirements as set forth in Exhibit B, which is attached hereto and thereby made part of this Agreement.

**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  
16 DAY OF November, 2023

BY:   
Brianna Smith

EXECUTED AND ACCEPTED THIS  
5 DAY OF DECEMBER, 2023

DocuSigned by:  
BY:   
Michelle Charnoski, NIGP-CPP, CPPB,  
Purchasing Agent

Court Order No.: 2023-1140-12-04

EXHIBIT A  
 Compensation Schedule  
 Case Manager

| <b>Brianna Smith</b>  | <b>Days</b> |                    |
|-----------------------|-------------|--------------------|
| 12/11/2023-12/15/2023 | 5           | \$961.54           |
| 12/18/2023-12/22/2023 | 5           | \$961.54           |
| 12/25/2023-12/29/2023 | 5           | \$961.54           |
| 1/1/2024-1/5/2024     | 5           | \$961.54           |
| 1/8/2024-1/12/2024    | 5           | \$961.54           |
| 1/15/2024-1/19/2024   | 5           | \$961.54           |
| 1/22/2024-1/26/2024   | 5           | \$961.54           |
| 1/29/2024-2/2/2024    | 5           | \$961.54           |
| 2/5/2024-2/9/2024     | 5           | \$961.54           |
| 2/12/2024-2/16/2024   | 5           | \$961.54           |
| 2/19/2024-2/23/2024   | 5           | \$961.54           |
| 2/26/2024-3/1/2024    | 5           | \$961.54           |
| 3/4/2024-3/8/2024     | 5           | \$961.54           |
| 3/11/2024-3/15/2024   | 5           | \$961.54           |
| 3/18/2024-3/22/2024   | 5           | \$961.54           |
| 3/25/2024-3/29/2024   | 5           | \$961.54           |
| 4/1/2024-4/5/2024     | 5           | \$961.54           |
| 4/8/2024-4/12/2024    | 5           | \$961.54           |
| 4/15/2024-4/19/2024   | 5           | \$961.54           |
| 4/22/2024-4/26/2024   | 5           | \$961.54           |
| 4/29/2024-5/3/2024    | 5           | \$961.54           |
| 5/6/2024-5/10/2024    | 5           | \$961.54           |
| 5/13/2024-5/17/2024   | 5           | \$961.54           |
| 5/20/2024-5/24/2024   | 5           | \$961.54           |
| 5/27/2024-5/31/2024   | 5           | \$961.54           |
| 6/3/2024-6/7/2024     | 5           | \$961.54           |
| 6/10/2024-6/14/2024   | 5           | \$961.54           |
| 6/17/2024-6/21/2024   | 5           | \$961.54           |
| 6/24/2024-6/28/2024   | 5           | \$961.46           |
|                       | <b>145</b>  | <b>\$27,884.58</b> |

|                      |               |             |
|----------------------|---------------|-------------|
| <b>Brianna Smith</b> | Annual Salary | \$50,000.00 |
|                      | Daily rate    | \$192.31    |
|                      | Weekly rate   | \$961.54    |

|                                  |             |                     |
|----------------------------------|-------------|---------------------|
| Unallowable 23 Weeks             | \$961.54/wk | \$ 22,115.42        |
| 28 Weeks                         | \$961.54/wk | \$ 26,923.12        |
| 1 Week                           | \$961.46/wk | \$ 961.46           |
| <b>Total salary for 29 weeks</b> |             | <b>\$ 27,884.58</b> |

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 insurance including but not limited to the coverage indicated below.

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

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.

AGREEMENT NO. 2024-112  
COLLIN COUNTY  
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between **Angela Naki**, Mental Health Coordinator herein also 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. Provider shall perform the services at the Courthouse, other County locations, or at the Provider's office in Rowlett, TX.

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.

Provider will:

- 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;
- 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,
- Facilitate groups as needed or as assigned
- Collaborate with other team members to ensure a cohesive approach to client care.
- Maintain a regular schedule and office hours as directed
- All other duties assigned by Veterans Treatment Court Director

NTRVC 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 his 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

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 amounts described in Exhibit A. 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 NTRVC Program Coordinator, Amanda Garcia 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 December 11, 2023, and will remain in effect until June 30, 2024. This agreement shall automatically renew for additional one (1) year period dependent upon availability of grant funding. This agreement may be terminated by either party with a thirty (30) calendar day written notice prior to any cancellation, which must state therein the reasons for such cancellation. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to perform in accordance with terms and conditions of the agreement as stated herein.

**ADDITIONAL CONDITIONS:**

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

**INDEMNIFICATION:** Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in performance under this 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 own workers compensation insurance coverage and agrees that he 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 has medical insurance, and agrees that he 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  
16 DAY OF November, 2023

BY: Angela Naki  
Angela Naki

EXECUTED AND ACCEPTED THIS  
5 DAY OF DECEMBER, 2023

DocuSigned by:  
BY: Michelle Charnoski  
Michelle Charnoski, PGP-CPP, CPPB,  
Purchasing Agent

Court Order No. 2023-1142-12-04

EXHIBIT A  
 Compensation Schedule  
 Mental Health Coordinator

| <b>Angela Naki</b>    | <b>Days</b>       |                           |
|-----------------------|-------------------|---------------------------|
| 12/11/2023-12/15/2023 | 5                 | \$961.54                  |
| 12/18/2023-12/22/2023 | 5                 | \$961.54                  |
| 12/25/2023-12/29/2023 | 5                 | \$961.54                  |
| 1/1/2024-1/5/2024     | 5                 | \$961.54                  |
| 1/8/2024-1/12/2024    | 5                 | \$961.54                  |
| 1/15/2024-1/19/2024   | 5                 | \$961.54                  |
| 1/22/2024-1/26/2024   | 5                 | \$961.54                  |
| 1/29/2024-2/2/2024    | 5                 | \$961.54                  |
| 2/5/2024-2/9/2024     | 5                 | \$961.54                  |
| 2/12/2024-2/16/2024   | 5                 | \$961.54                  |
| 2/19/2024-2/23/2024   | 5                 | \$961.54                  |
| 2/26/2024-3/1/2024    | 5                 | \$961.54                  |
| 3/4/2024-3/8/2024     | 5                 | \$961.54                  |
| 3/11/2024-3/15/2024   | 5                 | \$961.54                  |
| 3/18/2024-3/22/2024   | 5                 | \$961.54                  |
| 3/25/2024-3/29/2024   | 5                 | \$961.54                  |
| 4/1/2024-4/5/2024     | 5                 | \$961.54                  |
| 4/8/2024-4/12/2024    | 5                 | \$961.54                  |
| 4/15/2024-4/19/2024   | 5                 | \$961.54                  |
| 4/22/2024-4/26/2024   | 5                 | \$961.54                  |
| 4/29/2024-5/3/2024    | 5                 | \$961.54                  |
| 5/6/2024-5/10/2024    | 5                 | \$961.54                  |
| 5/13/2024-5/17/2024   | 5                 | \$961.54                  |
| 5/20/2024-5/24/2024   | 5                 | \$961.54                  |
| 5/27/2024-5/31/2024   | 5                 | \$961.54                  |
| 6/3/2024-6/7/2024     | 5                 | \$961.54                  |
| 6/10/2024-6/14/2024   | 5                 | \$961.54                  |
| 6/17/2024-6/21/2024   | 5                 | \$961.54                  |
| 6/24/2024-6/28/2024   | <u>5</u>          | <u>\$961.46</u>           |
|                       | <b><u>145</u></b> | <b><u>\$27,884.58</u></b> |

|                    |               |             |
|--------------------|---------------|-------------|
| <b>Angela Naki</b> | Annual Salary | \$50,000.00 |
| Daily rate         |               | \$192.31    |
| Weekly rate        |               | \$961.54    |

|                                  |             |                            |
|----------------------------------|-------------|----------------------------|
| Unallowable 23 Weeks             | \$961.54/wk | \$ 22,115.42               |
| 28 Weeks                         | \$961.54/wk | \$ 26,923.12               |
| 1 Week                           | \$961.46/wk | \$ 961.46                  |
| <b>Total salary for 29 weeks</b> |             | <b><u>\$ 27,884.58</u></b> |

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 insurance including but not limited to the coverage indicated below.

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

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.



AGREEMENT NO. 2024-111  
COLLIN COUNTY  
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Zuzi Gomez-Chang, Mental Health Coordinator, 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 Court program, approved by the court at the request of the County to evaluate, monitor, and report on the mental health and treatment progress of individuals as related to their participation in the program. Provider shall perform the services at the Courthouse, other county locations or at the Provider's office in Princeton, TX.

In providing services, the Provider shall conduct herself 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.

Provider will:

- 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;
- 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,
- Facilitate groups as needed or as assigned
- Collaborate with other team members to ensure a cohesive approach to client care.
- Maintain a regular schedule and office hours as directed
- All other duties assigned by Veterans Treatment Court Director

NTRVC 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 his 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

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 amounts described in Exhibit A. 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 NTRVC Program Coordinator, Amanda Garcia 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 December 11, 2023, and will remain in effect until June 30, 2024. This agreement shall automatically renew for additional one (1) year period dependent upon availability of grant funding. This agreement may be terminated by either party with a thirty (30) calendar day written notice prior to any cancellation, which must state therein the reasons for such cancellation. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to perform in accordance with terms and conditions of the agreement as stated herein.

**ADDITIONAL CONDITIONS:**

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

**INDEMNIFICATION:** Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in performance under this 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 own workers compensation insurance coverage and agrees that he 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 has medical insurance, and agrees that he 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  
15 DAY OF NOVEMBER, 2023

BY: Zuzi Gomez-Chang  
Zuzi Gomez-Chang

EXECUTED AND ACCEPTED THIS  
5 DAY OF DECEMBER, 2023

DocuSigned by:  
BY: Michelle Charnoski  
Michelle Charnoski, NIGP-CPP, CPPB,  
Purchasing Agent

Court Order No. 2023-1141-12-04

**EXHIBIT A**  
**Compensation Schedule**  
**Mental Health Coordinator**

| <b>Zuzi Gomez-Chang</b> | <b>Days</b>       |                           |
|-------------------------|-------------------|---------------------------|
| 12/11/2023-12/15/2023   | 5                 | \$1,153.85                |
| 12/18/2023-12/22/2023   | 5                 | \$1,153.85                |
| 12/25/2023-12/29/2023   | 5                 | \$1,153.85                |
| 1/1/2024-1/5/2024       | 5                 | \$1,153.85                |
| 1/8/2024-1/12/2024      | 5                 | \$1,153.85                |
| 1/15/2024-1/19/2024     | 5                 | \$1,153.85                |
| 1/22/2024-1/26/2024     | 5                 | \$1,153.85                |
| 1/29/2024-2/2/2024      | 5                 | \$1,153.85                |
| 2/5/2024-2/9/2024       | 5                 | \$1,153.85                |
| 2/12/2024-2/16/2024     | 5                 | \$1,153.85                |
| 2/19/2024-2/23/2024     | 5                 | \$1,153.85                |
| 2/26/2024-3/1/2024      | 5                 | \$1,153.85                |
| 3/4/2024-3/8/2024       | 5                 | \$1,153.85                |
| 3/11/2024-3/15/2024     | 5                 | \$1,153.85                |
| 3/18/2024-3/22/2024     | 5                 | \$1,153.85                |
| 3/25/2024-3/29/2024     | 5                 | \$1,153.85                |
| 4/1/2024-4/5/2024       | 5                 | \$1,153.85                |
| 4/8/2024-4/12/2024      | 5                 | \$1,153.85                |
| 4/15/2024-4/19/2024     | 5                 | \$1,153.85                |
| 4/22/2024-4/26/2024     | 5                 | \$1,153.85                |
| 4/29/2024-5/3/2024      | 5                 | \$1,153.85                |
| 5/6/2024-5/10/2024      | 5                 | \$1,153.85                |
| 5/13/2024-5/17/2024     | 5                 | \$1,153.85                |
| 5/20/2024-5/24/2024     | 5                 | \$1,153.85                |
| 5/27/2024-5/31/2024     | 5                 | \$1,153.85                |
| 6/3/2024-6/7/2024       | 5                 | \$1,153.85                |
| 6/10/2024-6/14/2024     | 5                 | \$1,153.85                |
| 6/17/2024-6/21/2024     | 5                 | \$1,153.85                |
| 6/24/2024-6/28/2024     | <u>5</u>          | <u>\$1,153.65</u>         |
|                         | <b><u>145</u></b> | <b><u>\$33,461.45</u></b> |

|                         |               |             |
|-------------------------|---------------|-------------|
| <b>Zuzi Gomez-Chang</b> | Annual Salary | \$60,000.00 |
|                         | Daily rate    | \$230.77    |
|                         | Weekly rate   | \$1,153.85  |

|                                  |               |                            |
|----------------------------------|---------------|----------------------------|
| Unallowable 23 Weeks             | \$1,153.85/wk | \$ 26,538.55               |
| 28 Weeks                         | \$1,153.85/wk | \$ 32,307.80               |
| 1 Week                           | \$1,153.65/wk | <u>\$ 1,153.65</u>         |
| <b>Total salary for 29 weeks</b> |               | <b><u>\$ 33,461.45</u></b> |

## 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 insurance including but not limited to the coverage indicated below.

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

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.

AGREEMENT NO. 2024-122  
COLLIN COUNTY  
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Denise Martinez, Mental Health Clinician, 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 Dallas, TX.

In providing services, the Provider 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/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: Program

Services:

1. Will conduct initial evaluations for potential participants and midway assessments for active program participants as directed by the Clinical Director and in the Plan of Operation.
2. 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 Collin County Veterans Court program, and to keep up with best practices.
3. Will ensure that the privacy of the individual in the program is maintained.
4. Will be responsible for maintaining a database for all applicants and veterans and their progress for each participant involved in the program.
5. 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.
6. Will be available by phone and e-mail during regular business hours and otherwise as needed.
7. Will coordinate with county stakeholders and VALOR team members.
8. Will attend court sessions scheduled for the program as needed.
9. 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.
10. 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.

Participants Services:

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 clinician.
3. Will provide trauma-informed care to participants, as approved by the Clinical Director.

4. Will provide analysis and scoring of initial, midpoint, and/or exit assessments for each participant.
5. Will provide a written report, when required by the Clinical Director, detailing the results of the assessments and any clinical recommendations resulting.
6. Will monitor treatment compliance, including treatment attendance and motivation to participate.
7. Will provide community linkages and referrals to appropriate outside agencies/organizations for support services.

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 her 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 not provide the Provider with equipment at this time.

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 amounts described in Exhibit A. 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 Program Manager 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 December 11, 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 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.

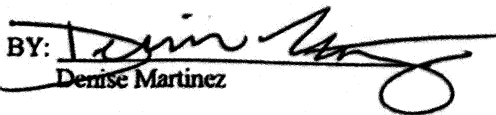
**WORKERS COMPENSATION:** By signing this agreement, Provider agrees to provide his/her own workers compensation insurance coverage and agrees that he/she shall not be entitled to any coverage under Collin County Workers Compensation program, as applicable.

**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.

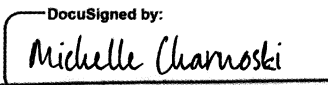
**LIABILITY INSURANCE:** Provider agrees to meet all insurance requirements as set forth in Exhibit B which is attached hereto and thereby made part of this Agreement.

**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  
17<sup>th</sup> DAY OF November, 2023

BY:   
Denise Martinez

EXECUTED AND ACCEPTED THIS  
5.00 DAY OF DECEMBER, 2023

DocuSigned by:  
BY:   
Michelle Chamowski, NIGP-CPP, CPPB,  
Purchasing Agent

Court Order No.: 2023-1143-12-04



EXHIBIT A  
 Compensation Schedule  
 Mental Health Clinician

| <b>Denise Martinez</b> | <b>Days</b>       |                           |
|------------------------|-------------------|---------------------------|
| 12/11/2023-12/15/2023  | 5                 | \$1,346.15                |
| 12/18/2023-12/22/2023  | 5                 | \$1,346.15                |
| 12/25/2023-12/29/2023  | 5                 | \$1,346.15                |
| 1/1/2024-1/5/2024      | 5                 | \$1,346.15                |
| 1/8/2024-1/12/2024     | 5                 | \$1,346.15                |
| 1/15/2024-1/19/2024    | 5                 | \$1,346.15                |
| 1/22/2024-1/26/2024    | 5                 | \$1,346.15                |
| 1/29/2024-2/2/2024     | 5                 | \$1,346.15                |
| 2/5/2024-2/9/2024      | 5                 | \$1,346.15                |
| 2/12/2024-2/16/2024    | 5                 | \$1,346.15                |
| 2/19/2024-2/23/2024    | 5                 | \$1,346.15                |
| 2/26/2024-3/1/2024     | 5                 | \$1,346.15                |
| 3/4/2024-3/8/2024      | 5                 | \$1,346.15                |
| 3/11/2024-3/15/2024    | 5                 | \$1,346.15                |
| 3/18/2024-3/22/2024    | 5                 | \$1,346.15                |
| 3/25/2024-3/29/2024    | 5                 | \$1,346.15                |
| 4/1/2024-4/5/2024      | 5                 | \$1,346.15                |
| 4/8/2024-4/12/2024     | 5                 | \$1,346.15                |
| 4/15/2024-4/19/2024    | 5                 | \$1,346.15                |
| 4/22/2024-4/26/2024    | 5                 | \$1,346.15                |
| 4/29/2024-5/3/2024     | 5                 | \$1,346.15                |
| 5/6/2024-5/10/2024     | 5                 | \$1,346.15                |
| 5/13/2024-5/17/2024    | 5                 | \$1,346.15                |
| 5/20/2024-5/24/2024    | 5                 | \$1,346.15                |
| 5/27/2024-5/31/2024    | 5                 | \$1,346.15                |
| 6/3/2024-6/7/2024      | 5                 | \$1,346.15                |
| 6/10/2024-6/14/2024    | 5                 | \$1,346.15                |
| 6/17/2024-6/21/2024    | 5                 | \$1,346.15                |
| 6/24/2024-6/28/2024    | <u>5</u>          | <u>\$1,346.35</u>         |
|                        | <b><u>145</u></b> | <b><u>\$39,038.55</u></b> |

|                        |               |             |
|------------------------|---------------|-------------|
| <b>Denise Martinez</b> | Annual Salary | \$70,000.00 |
|                        | Daily rate    | \$269.23    |
|                        | Weekly rate   | \$1,346.15  |

|                                  |               |                            |
|----------------------------------|---------------|----------------------------|
| Unallowable 23 Weeks             | \$1,346.15/wk | \$ 30,961.45               |
| 28 Weeks                         | \$1,346.15/wk | \$ 37,692.20               |
| 1 Week                           | \$1,346.35/wk | \$ 1,346.35                |
| <b>Total salary for 29 weeks</b> |               | <b><u>\$ 39,038.55</u></b> |

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 insurance including but not limited to the coverage indicated below.
    - Each Occurrence: \$500,000
    - Personal Injury & Property Damage: \$500,000
    - Independent Contractors & Contractual Liability: \$500,000
    - General Aggregate: \$1,000,000
- 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.