

**COLLIN COUNTY
PERSONAL SERVICES AGREEMENT
2024-190**

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and Jaso Gaines, hereinafter referred to as "Provider," to be effective February 19, 2024 or from and after the date of execution by both parties.

STATEMENT OF WORK: Services shall be performed in accordance with the attached scope as outlined in Exhibit A, attached herewith.

All duties shall be performed in a manner, consistent with Collin County procedures and policies. Collin County will provide all equipment and tools to perform work.

COMPENSATION FOR SERVICES: Services shall be billed at a rate of three hundred and fifty dollars (\$350) per autopsy. For inspections performed the same day as autopsies one hundred dollars (\$100) dollars and one hundred fifty (\$150) for complicated inspections the same day will be added to the autopsy pay without a daily maximum. Services are to be invoiced on a weekly basis for the work performed under this agreement. No other expense or reimbursement shall be borne by Collin County unless stated herein.

- INVOICES shall state hours worked and/or lump sum fee and shall be submitted to the Collin County Auditor's Office, 2300 Bloomdale Rd., Suite 3100, McKinney, Texas 75071.
- PAYMENT will be made for hours worked 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 February 19, 2024, and will terminate effective February 18, 2025, unless otherwise agreed to by and between Collin County and the provider in written form. Both parties agree that they have the right to terminate this agreement at any time without cause or prior notice.

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.

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.

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.

RENEWAL OF AGREEMENT: At the discretion of Collin County and approval by the Provider, this agreement may be renewed for additional time periods to incorporate additional phases or work as determined by Collin County. The cost of such services shall be determined by Collin County and Provider and shall be established at a not to exceed amount.

WORKERS COMPENSATION: By signing this agreement, Provider will execute Attachment A - Release and Waiver Agreement 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

THIS AGREEMENT, when properly accepted by Collin County shall constitute an agreement equally binding between the Persona) Service Provider and Collin County.

AGREED TO AND ACCEPTED THIS

25 DAY OF January, 2024.

By: José Iglesias - Autopsy Tech
(Print Name & Title)

Signature: [Handwritten Signature]

EXCECUTED AND ACCEPTED THIS

12 February
DAY OF _____, 2024.

By: Michelle Charnoski Purchasing Agent
(Print Name & Title)

Signature: Michelle Charnoski
B195959E82F645E...

CO # 2024-135-02-12

EXHIBIT A

Provider proposes to furnish the following services as stated below for the sum of services shall be billed at a rate of three hundred and fifty dollars (\$350) per autopsy. For inspections performed the same day as autopsies one hundred dollars (\$100) dollars and one hundred fifty (\$150) for complicated inspections the same day will be added to the autopsy pay without a daily maximum.

The scope of services is currently to assist in the performance of postmortem examinations, including but not be limited to:

1. Preparing the body for examination
2. Collection of toxicology specimens and evidence as appropriate
3. Taking X-Rays, if needed
4. Fingerprinting the body
5. Performance of the external and internal portions of the examination
6. Preparing the body for release to the funeral homes
7. Cleaning the autopsy room

All duties shall be performed in a manner, consistent with Collin County procedures and policies per Personal Service Agreement 2024-190.

This agreement includes an understanding that Collin County policy and Autopsy Technician procedures calls for personnel acting as an autopsy technician for the county to thoroughly clean the autopsy suite and surrounding areas post case work. This includes: proper cleaning of the autopsy area and tools, wiping surfaces and tools, putting laundry in the washing machine and starting the wash, and placing dry laundry in a location for full time autopsy techs when they are back in office. A contract technician shall move wet laundry to the dryer if the washing machine is full.

Contract technicians will write down what specimen was collected including toxicology, organs, nasal swabs, etc. so that the full time autopsy technicians or field agents may enter them into the case management system. This is vital to our case management system and cannot be neglected.

Contract technicians are to tell field agents/staff before leaving the office and are to give photos to a field agent for entry into the case management system. This will allow field agents to appropriately finish the case work and know which bodies are ready to be released to funeral homes.

Attachment A

RELEASE AND WAIVER AGREEMENT

STATE OF TEXAS)
)
COUNTY OF COLLIN)


KNOW ALL MEN BY THESE PRESENTS:

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

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

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

Witness my hand this 25 day of January, 2024.



Contractor