

AGREEMENT NO. 2024-383
COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between Alyse Ferguson herein also referred to as Provider and Collin County, Texas.

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

COMPENSATION FOR SERVICES: Collin County shall pay a Not to Exceed (NTE) amount of \$3,500.00 for the work performed under this agreement. Payment shall be made in accordance with Government Code Sec. 2251.021 Time for Payment by Governmental Entity.

No other expense or reimbursement shall be borne by Collin County unless stated herein.

- INVOICES: Monthly invoices shall be submitted to Judge Jennifer Edgeworth, District Judge, 219th District Court, for approval prior to being submitted to the Collin County Auditor's Office, 2300 Bloomdale, Suite 3100, McKinney, Texas 75071.
- PAYMENT will be made for hours worked and/or lump sum fee in accordance with the 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.
- PAYMENT SCHEDULE:
 - Month 1 \$2500.00 (Includes Phases 1-3)
 - Month 2 \$500.00 (Phase 3 services)
 - Month 3 \$500.00 (Phase 3 services)

TERM OF AGREEMENT: This agreement will begin on July 23, 2024, and will terminate on October 22, 2024 unless renewed by both parties

This agreement shall remain in effect until any of the following occurs: agreement expires, terminated by either party with a thirty (30) calendar day written notice prior to any cancellation and 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.

CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with Government Code Title 5, Subtitled C, Chapter 171.

WORKERS COMPENSATION: By signing this agreement and executing Exhibit B – Release and Waiver Agreement, Provider 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.

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

SPECIAL CONDITIONS:

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.
 - a. Laptop Computer
 - b. Computer software and licenses
 - c. Desktop scanner

County Provided Access:

- 1. County will provide the access to the following areas as necessary:
 - a. County Court House
 - b. County Software to access County related information
- 2. Remote access to Collin County services and equipment as defined in Exhibit C – Collin County Vendor Remote Connectivity Policy and Agreement Form, to be executed prior to being granted access.

County Provided Information:

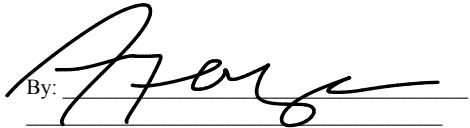
- 1. County will make available to Provider any and all information, data, etc. as it may have in its possession relating to the individual case as described herein.

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
11th DAY OF July, 2024

EXECUTED AND ACCEPTED THIS
____ DAY OF _____, 20__.

COLLIN COUNTY

By: 

(Signature)

Alyse Ferguson

Purchasing Agent

By:

Michelle Charnoski, NIGP-CPP, CPPB

Court Order No.

EXHIBIT A

STATEMENT OF SERVICES:

Provider proposes to furnish the following services within 3 phases as stated below:

Phase 1: (2 days) initial management set up detailing obligations, links, reporting time frames, priorities, computer set up for relevant items, time lines, and duties.

Phase 2: (3 days) hands on training of daily duty items, responsibilities, and introductions to relevant program personnel and participation in medical meeting as well as after medical meeting obligations. Complete hiring process for one staff member.

Phase 3: (Support consults)
Availability for daily Support and Consult.

Total Contracted Amount: \$3,500.00

EXHIBIT B

RELEASE AND WAIVER AGREEMENT

STATE OF TEXAS)

COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

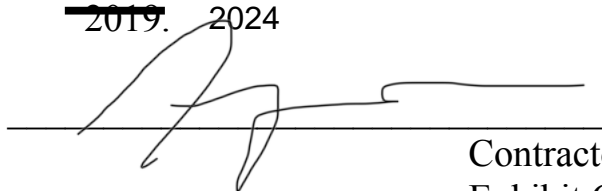
1. That I, Alyse Ferguson (hereinafter the "Undersigned") for and in consideration of being allowed (myself and employees) to work on-site in a Collin County facility, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 11th day of July,

~~2019~~. 2024



Contractor
Exhibit C

**Collin County Vendor Remote Connectivity
Policy and Agreement Form**

1.0 PURPOSE

The purpose of this document is to both provide the framework for granting REMOTE ACCESS to Collin County services/equipment so that a remote agency/vendor may access the Collin County network, and to outline the acceptable and secure use of REMOTE ACCESS into the Collin County Network.

2.0 SCOPE

This policy applies to any remote agency/vendor utilizing REMOTE ACCESS privileges to access the Collin County network (such persons referred to herein as “Authorized Parties”).

3.0 POLICY

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

Additionally:

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County's internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties are responsible for defining what services/equipment/software they need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County REMOTE ACCESS policy.
3. The Authorized Parties are also responsible for defining the time scope that the REMOTE ACCESS account will be active. All accounts are set up with an expiration date not to exceed 6 months unless otherwise authorized to be a longer timeframe or permanent by the County.
4. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.
5. REMOTE ACCESS gateways will be established and managed by the Collin County Information Technology Department.
6. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then log in again to reconnect to the network.
7. After six months of expired inactivity, Active Directory and REMOTE ACCESS accounts of an Authorized Party will be permanently deleted unless otherwise approved by the County.
8. Only approved REMOTE ACCESS clients may be used.
9. Dual tunneling or split tunneling is not permitted. Only a single network connection is allowed at a time.
10. Accounts will be locked out after a certain number of failed attempts
11. It is the responsibility of the Authorized Party to install, configure, set up, and support any issues with their

systems to connect to Collin County based on the information provided to them.

12. The Authorized Party must notify Collin County IT immediately upon learning of any unauthorized access of county resources through the REMOTE ACCESS connection
13. The Authorized Party must notify Collin County IT immediately upon learning of any compromise occurring through an anti-virus, malware, or other form of unauthorized access. Collin County will also inform the Authorized Parties of any breach or suspected breach occurring on the county network. REMOTE ACCESS may be restricted during such an event while corrective actions are undertaken.
14. All computers connected to Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
15. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems.
16. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft's Product Lifecycle chart and use only currently supporting and fully patched operating systems.
17. Agency/Vendor expressly agrees to notify the County of staffing changes involving an Authorized Party with access to the County's network within 24 hours or next business day
18. If the County migrates to a new network connection technology, it is the responsibility of the Agency/Vendor to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency/Vendor will be provided advance notification for this change.

4.0 GRANTING ACCESS

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

5.0 ENFORCEMENT

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

6.0 LIABILITY

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

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

