

AGREEMENT NO.2026-181
COLLIN COUNTY
PROFESSIONAL SERVICES
AGREEMENT

THIS AGREEMENT by the authority of Commissioners Court as provided under Local Government Code Sec. 262.024, DISCRETIONARY EXEMPTIONS is entered into by and between Esperanza y Bienestar Counseling & Wellness PLLC, herein 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, in the capacity of Clinical Director, 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 Courthouse, other county locations or at the Provider's office in Rockwall, 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. Oversees the design, implementation, and clinical quality of all participant treatment programming while ensuring alignment with established program requirements and operational standards. Programming includes trauma-informed groups, psychoeducational curriculum, therapeutic journaling, expressive therapies, and other clinically necessary services.
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 Program Manager and/or Director
3. Provide individual and group therapy utilizing evidenced based treatment
4. Oversees the treatment team, including the supervision of the case managers, interns, and clinicians working in the VALOR program and provides updates to Program Manager and/or Director.
5. Develops and maintains all group treatment curricula for VALOR participants, ensuring clinical integrity and alignment with program expectations as established by the VALOR Director. Will be available by phone and e-mail during regular business hours and otherwise as needed.
6. Responsible for volunteers and staffing requirements for the VALOR program. Will interview and schedule all training for incoming staff and new volunteers that will be working with the participants.
7. Responsible for scheduling the weekly VALOR treatment team meetings and for overseeing the development of the meeting agenda.
8. Responsible for staying current on the best practices and evidenced based treatment protocols for this population, by research, community collaboration, and training attendance.
9. Serves collaboratively with the Program Manager as liaison between clients and their

families, state and judicial systems, and facility or treatment providers and coordinates appropriate placements as needed.

10. Responsible for ensuring all participant discharge plans are fully developed and implemented, in coordination with the clinical team, case management, and CSCD.

11. Submits evaluations and reports to Program Manager concerning staff recommendations, monthly clinical reports, coverage in the facility, in-service training needs, budgetary matters, and program status.

12. Participates in budget planning, unit administration, and organizational workgroups when needed. Travels to conduct education and community outreach about VALOR Programing, Justice Involved Programing for Veterans, and current incarcerated trends.

13. Collaborates regularly with the Program Manager to coordinate clinical programming, participant progress, discharge planning, and compliance with court and facility requirements.

14. Performs other related duties as assigned to support the mission, clinical standards, and operational needs of the VALOR program.

15. Serves as a resource in creating awareness of public health problems and public health education programs.

16. Analyze legislation to determine the impact on public health policies and programs; and identify issues related to the implementation, improvement, and change in funding levels.

17. Oversees, plans, prioritizes, and schedules participant activities and the work of staff.

18. Oversees the implementation of case management standards and the preparation of related forms, records, and reports.

19. Oversees, monitors, and evaluates compliance with laws, rules, regulations, policies, and standard operating procedures related to case management, individual and group counseling sessions, facility security, on-the-job training, and related operations and programs.

20. Promotes understanding of residential treatment goals and objectives, and coaches staff on strategies to achieve treatment goals and objectives.

21. Represents VALOR during staff and special meetings, and provides relevant information regarding related operations and activities to facility administrators.

22. Monitors rehabilitation, behavior management, crisis intervention, and treatment program of participants, reports any concerns to Program Manager.

23. May communicate problems and recommendations for improvement to management.

24. Coordinates clinical, occupational, recreational, vocational, and educational therapy programs.

25. In collaboration with Program Manager and Director, plans, assigns, and evaluates the performance of treatment programs and activities.

26. Performs pre-and post- mental health and substance abuse assessments and interprets results.

27. Meets and conducts orientation with all incoming participants. Conducts the pre-andpost-mental health and/or substance abuse assessments and treatment plans based on the needs of the client. This information will be scored, recorded, with the results interpreted by the VALOR staff.

28. Stores and maintains all assessments and results within the participant's secure online case file for the team to review as needed.

29. Tracks these scores for grant requirements as well as for program evaluation via excel spreadsheets and reports findings to Program Manager.

30. Interprets diagnostic interviews and test data to conduct group discussions on the needs for each participant by analyzing behavioral deficits, implementing and monitoring rehabilitation activities for behavior management, and communicates these effectively with to the VALOR management team.

31. Collects data for use in planning and evaluating the effectiveness of public health education programs.

32. Prepares reports and maintains documentation on resident behavior, progress, and goals

Participants Services: Responsible for developing the curriculum for the treatment groups based on current evidence-based treatment protocols; utilizing research and providing these tools to others as needed.

1. Oversees and evaluates psychological activities to include reviews and implementation of research projects and program evaluations. Conducts research and disseminates findings.
2. Develops individualized treatment plans for each VALOR participant to utilize throughout their participation in the program.
3. Conducts individual and group sessions. Evaluates and oversees individualized program plans.
4. Interviews clients, recommends treatment, and prepares reports. Maintains clients' treatment plans and progress records and modifies treatment plans accordingly.
5. Responsible for overseeing placement of all notes, plans, and assessments entered in the case management system for record tracking.
6. Creates training and classes, as needed, for community partners and for incoming staff members/volunteers.
7. Participates in planning and conducting public health training courses.
8. Analyzes the application and variations of mental health programs and develop action plans to improve or initiate programs.

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 their 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 as outlined 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 296th District Court Judge for approval prior to being submitted to the Collin County Auditor's Office, 2300 Bloomdale Rd, Suite 3100, McKinney, Texas 75071.
- PAYMENT will be made for hours worked and/or lump sum fee in accordance with the V.T.C.A. Government code, Title 10, Subtitled F, 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 upon final execution by all parties after Court approval of both the agreement and acceptance of all associated grants, and will remain in effect until September 30, 2026. This agreement may be renewed by amendment for additional 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 or if the grant funding becomes unavailable.

FUNDING: If funds for payment are provided through any Grants. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

If Collin County anticipates that all for the project subject to this Agreement will consist of federal grant funding. As such, in signing this agreement, Provider acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200. Any Contract awarded pursuant to this Agreement shall include all required contract clauses for services and work associated with this project, and the selected Provider shall include the applicable clauses in its subcontracts.

Provider must also complete and return the attachment Certification of Compliance with Federal Standards & Requirements, certifying its compliance with and understanding of its responsibility to ensure compliance with federal regulations. Failure to maintain compliance throughout the duration of the project or contract may be cause to terminate the contract.

Additionally, any contract entered into by the County that is to be paid in whole or in part from grant funds will be subject to termination for convenience by the County should grant funding become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract. Such termination will be without liability to the County, other than for payment of services rendered prior to the date of termination.

INDEMNIFICATION: 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 Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Provider, or of any agent, employee, subcontractor or supplier of Provider in the execution of, or performance under, any contract which may result from an award. 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.

ASSIGNMENT: The Provider shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

NOTICES: Unless instructed otherwise in writing, Provider agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following addresses:

Owner:

VALOR
Attn: VALOR Case Manager
2100 Bloomdale , 296th District Court
McKinney, TX 75071

Collin County Administration Building
Attn: County Administrator
2300 Bloomdale #4192
McKinney, TX 75071

Collin County Administration Building
Attn: Purchasing Agent
2300 Bloomdale # 3160
McKinney, TX 75071

County agrees that all notices or communications to Provider permitted or required under this Agreement shall be addressed to Provider at the following address:



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.

SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Collin County, Texas.

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 court costs incurred in connection with such enforcement including collection.

AMENDMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Amendments 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 Government Code Title 5, Subtitled C, Chapter 171. Submittal of a completed Conflict of Interest Questionnaire (Form CIQ) is required. A copy of Form CIQ and CIS can be obtained from: <https://www.ethics.state.tx.us/forms/conflict/>; <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

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

Esperanza y Bienestar Counseling & Wellness PLLC

Collin County, Texas

By: *Nulia [Signature]*
Title: *Managing Member*
Date: *2/12/20*

By: _____
Title: _____
Date: _____

EXHIBIT A
COMPENSATION SCHEDULE

Esperanza y Bienestar Counseling & Wellness PLLC			Days		
1	3/2/2026	3/7/2026	5	\$	2,097.00
2	3/8/2026	3/14/2026	5	\$	2,097.00
3	3/15/2026	3/21/2026	5	\$	2,097.00
4	3/22/2026	3/28/2026	5	\$	2,097.00
5	3/29/2026	4/4/2026	5	\$	2,097.00
6	4/5/2026	4/11/2026	5	\$	2,097.00
7	4/12/2026	4/18/2026	5	\$	2,097.00
8	4/19/2026	4/25/2026	5	\$	2,097.00
9	4/26/2026	5/2/2026	5	\$	2,097.00
10	5/3/2026	5/9/2026	5	\$	2,097.00
11	5/10/2026	5/16/2026	5	\$	2,097.00
12	5/17/2026	5/23/2026	5	\$	2,097.00
13	5/24/2026	5/30/2026	5	\$	2,097.00
14	5/31/2026	6/6/2026	5	\$	2,097.00
15	6/7/2026	6/13/2026	5	\$	2,097.00
16	6/14/2026	6/20/2026	5	\$	2,097.00
17	6/21/2026	6/27/2026	5	\$	2,097.00
18	6/28/2026	7/4/2026	5	\$	2,097.00
19	7/5/2026	7/11/2026	5	\$	2,097.00
20	7/12/2026	7/18/2026	5	\$	2,097.00
21	7/19/2026	7/25/2026	5	\$	2,097.00
22	7/26/2026	8/1/2026	5	\$	2,097.00
23	8/2/2026	8/8/2026	5	\$	2,097.00
24	8/9/2026	8/15/2026	5	\$	2,097.00
25	8/16/2026	8/22/2026	5	\$	2,097.00
26	8/23/2026	8/29/2026	5	\$	2,097.00
27	8/30/2026	9/5/2026	5	\$	2,097.00
28	9/6/2026	9/12/2026	5	\$	2,097.00
29	9/13/2026	9/19/2026	5	\$	2,097.00
30	9/20/2026	9/26/2026	5	\$	2,097.00
31	9/27/2026	9/30/2026	3	\$	1,260.00
153			\$		<u>64,170.00</u>

Esperanza y Bienestar Counseling & Wellness PLLC	Salary	\$64,170.00
Weekly rate	\$2,097.00	

30 Weeks	\$	2,097.00	\$	62,910.00
3 Days	\$	420.00	\$	1,260.00
			\$	<u>64,170.00</u>

DocuSigned by:

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 2/12/2026

EXHIBIT A

INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Advertising Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

Each Occurrence/Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

Each Occurrence/Aggregate: \$1,000,000

1.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be for General Liability, Commercial Automobile Liability and Workers' Compensation.

1.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

1.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.

1.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

1.3 All insurance shall be purchased from an insurance company that meets the following requirements:

1.3.1 A financial rating of A or better as assigned by the BEST Rating Company or equivalent.

1.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

1.4.2 Sets forth the notice of cancellation or termination to Collin County.