

AGREEMENT NO.2026-305
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 Roche' Noire Counseling & Consultation, PLLC, herein referred to as "Provider," and Collin County, Texas.

STATEMENT OF WORK:

Program Services:

1. Will conduct initial evaluations for potential participants and midway assessments for active program participants as directed by the Clinical Director.
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 Manager to complete all monthly and quarterly reporting requirements as directed by the Program Director and/or Manager.
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 the North Texas Regional Veterans Treatment Court team and Program Manager as needed.
10. Will provide up to two (2) individual therapy sessions, three (3) group sessions, and associated documentation services, not to exceed seven (7) total hours per week.
11. 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.

Participant 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

AWARD AND COMPENSATION FOR SERVICES: Provider will invoice the County monthly for the amount of provided services as described above by invoices to include all information as described below. 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 shall be submitted monthly to appropriate department contact and address.
- PAYMENT will be made in accordance with 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 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

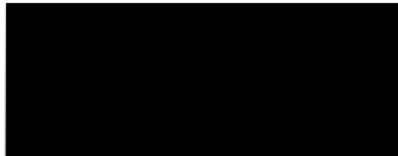
Collin County Administration Building

Attn: VALOR Therapist
2100 Bloomdale Rd., 296th District Court
McKinney, TX 75071

Attn: County Administrator
2300 Bloomdale Rd., #4192
McKinney, TX 75071

Collin County Administration Building
Attn: Purchasing Agent
2300 Bloomdale Rd., # 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

Professional Services Agreement (Discretionary Exemption)

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.

Roche' Noire Counseling & Consultation, PLLC

By: 

Title: President/CEO

Date: 04 May 2026

Collin County, Texas

By: _____

Title: _____

Date: _____

EXHIBIT A
COMPENSATION SCHEDULE

Roche' Noire Counseling & Consultation, PLLC		<u>Days</u>		
1	5/18/2026	5/23/2026	5 \$	612.25
2	5/24/2026	5/30/2026	5 \$	612.25
3	5/31/2026	6/6/2026	5 \$	612.25
4	6/7/2026	6/13/2026	5 \$	612.25
5	6/14/2026	6/20/2026	5 \$	612.25
6	6/21/2026	6/27/2026	5 \$	612.25
7	6/28/2026	7/4/2026	5 \$	612.25
8	7/5/2026	7/11/2026	5 \$	612.25
9	7/12/2026	7/18/2026	5 \$	612.25
10	7/19/2026	7/25/2026	5 \$	612.25
11	7/26/2026	8/1/2026	5 \$	612.25
12	8/2/2026	8/8/2026	5 \$	612.25
13	8/9/2026	8/15/2026	5 \$	612.25
14	8/16/2026	8/22/2026	5 \$	612.25
15	8/23/2026	8/29/2026	5 \$	612.25
16	8/30/2026	9/5/2026	5 \$	612.25
17	9/6/2026	9/12/2026	5 \$	612.25
18	9/13/2026	9/19/2026	5 \$	612.25
19	9/20/2026	9/26/2026	5 \$	612.25
20	9/27/2026	9/30/2026	<u>3 \$</u>	<u>367.25</u>
			98 \$	<u>12,000.00</u>

Roche' Noire Salary \$12,000.00
Weekly rate \$612.25

19 Weeks	\$ 612.25	\$ 11,632.75
3 Days	\$ 367.25	\$ 367.25
		<u>\$ 12,000.00</u>

DocuSigned by:
Janna Caponera
E2A79DC868314EB...
5/4/2026

EXHIBIT B

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.