



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

PAGE 1 OF 65

DATE: 11/5/2024

**SUBJECT: RFQ NO. F2024099 - ANNUAL CONTRACT FOR TEMPORARY
HEALTHCARE PERSONNEL - PUBLIC HEALTH - VARIOUS VENDORS -
PER CONTRACT TERMS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve contracts for RFQ No. F2024099, Annual Contract for Temporary Healthcare Personnel, for Public Health at the per contract terms.

BACKGROUND

On August 6, 2024, the Commissioners Court, through Court Order #143591, granted approval to conduct negotiations for RFQ No. F2024099, Annual Contract for Temporary Healthcare Personnel, for Public Health, to the following vendors based upon each vendor’s high ranking in the evaluation procedure:

Ranking Order

1. ACI Federal, Inc.
2. Healthcare Staffing Professionals, Inc.
3. Nirvana Sky Group LLC d/b/a Healthcare Pros
4. Tryfacta, Inc.

Public Health and Purchasing successfully negotiated contracts with all four (4) vendors. The top ranked vendor will be the first vendor contacted to fill a position. If the top ranked vendor cannot fill a position by the deadline provided by Tarrant County, then the second ranked vendor will be contacted. This will continue in order until each position is successfully filled.

The term of the contract is twelve (12) months, effective November 5, 2024, with two (2) options for renewal periods of twelve (12) months each.

The purpose of this contract is to provide temporary healthcare personnel to fill coverage gaps created when County healthcare employees are ill, on vacation, or while posted positions are not yet filled. Positions include Physician, Nurse Practitioner, Physician’s Assistant, Registered Nurse, Licensed Vocational Nurse, Phlebotomist/Laboratory Technician, Certified Medical Assistant, and General Medical Radiologic Technologist.

Therefore, it is the joint recommendation of Public Health and Purchasing that the Commissioners Court grant approval to contract with the vendors listed above at the per contract terms.

SUBMITTED BY	Purchasing	PREPARED BY:	Teresa Ralls
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 11/5/2024 PAGE 2 OF 65

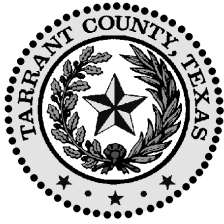
The contracts are attached for approval and signature. The Criminal District Attorney's Office reviewed the contract as to form.

FISCAL IMPACT

Expenses for last year were approximately \$134,590.29. Funding is available in the following accounts:

Various Funds/Various Cost Centers/569011 Professional Services

Various Funds/Various Cost Centers/575611 Contract Labor



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFQ No. F2024099 - Annual Contract for Temporary Healthcare Personnel - Public Health - Various Vendors - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

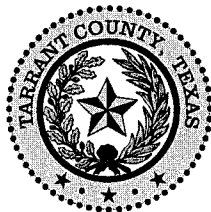
1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

TARRANT COUNTY TEMPORARY HEALTHCARE PERSONNEL
SERVICES AGREEMENT

A. INTRODUCTION

This agreement is made between Tarrant County, Texas ("COUNTY") and ACI Federal, Inc. ("PROVIDER"), having its principal place of business at 500 Lafayette Blvd., Suite 200, Fredericksburg, VA 22401 for the purpose of providing temporary healthcare personnel services for Tarrant County and shall be effective _____, 2024.

B. SCOPE OF PROVIDER SERVICES

PROVIDER will provide Temporary Healthcare Personnel including the following positions: Physician, Nurse Practitioner (NP), Physician's Assistant (PA), Registered Nurse (RN), Licensed Vocational Nurse (LVN), Phlebotomist/Laboratory Technician, Certified Medical Assistant (CMA), and General Medical Radiologic Technologists, on an as-needed, as-requested basis. PROVIDER will be given a deadline for filling an open position, based on the need at that time. If the PROVIDER is unable to fill the position by the set deadline, Tarrant County may choose to use another provider. Tarrant County reserves the right to reject any or all individuals selected by the Vendor.

PROVIDER WILL:

1. Provide temporary healthcare personnel, as needed, who meet at least the minimum qualifications outlined in Tarrant County's Request for Qualifications (RFQ) No. F2024099, Annual Contract for Temporary Healthcare Personnel. No person currently employed by Tarrant County may be assigned to work at any Tarrant County facility as a temporary under this contract.
2. Assign one (1) representative to the Tarrant County contract as the first point-of-contact. If the assigned individual is replaced, Tarrant County should be notified as soon as possible.
3. Return calls within four (4) hours, 24 hours per day and 7 days per week (24/7).
4. Provide a contact number for after-hours contact, as indicated in RFQ response.
5. Conduct background Screenings on all Temporaries:
 - a. To the extent permissible by law, the PROVIDER shall conduct, pay for, and

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

submit verification of conducting a background check covering the last seven (7) years on all Temporary Healthcare Personnel assigned to Tarrant County.

Background check must include, but not be restricted to the following:

- 1) Verification of previous employment.
 - 2) Verification of education, licensure and/or certification.
 - 3) Criminal activity background check to include:
 - National Criminal Search,
 - State Criminal Search,
 - County Criminal Search to include: Tarrant, Dallas, Collin, Denton and other applicable counties,
 - Federal Criminal Search,
 - Nationwide Wants and Warrants,
 - Social Security Number (SSN) Verification,
 - Past Address History,
 - Sex Offender Registry Search.
 - 4) Pre-employment drug screen with confirmatory testing in the event of a positive screen. Drug screen should be a ten (10) panel test and include commonly known abused substances.
- b. Communicable Disease Screenings:
- 1) PROVIDER must ensure that all temporary Healthcare Personnel assigned to Tarrant County comply with the Tarrant County Public Health communicable disease requirements for Healthcare Personnel. All histories must have supporting documentation. All temporaries who provide direct patient care shall meet at a minimum the following requirements:
 - a) Tuberculosis Testing: For any Healthcare Personnel who tests positive, the PROVIDER must present documentation of treatment status. For Healthcare Personnel with previous known positive skin tests, the PROVIDER must present a yearly screening of clinical symptoms for active tuberculosis.
 - b) Vaccination, and/or evidence of immunity for the following: Hepatitis A, Hepatitis B, MMR (measles/mumps/rubella), Chicken Pox (Varicella), Tetanus, diphtheria, and acellular pertussis (Td/TdaP), and Influenza.
 - c) PROVIDER or temporary Healthcare Personnel, will bear the costs associated with providing any testing, documentation, examination, vaccinations or immunizations necessary to comply with the requirements of this RFQ and any Tarrant County policies.
 - d) Both parties agree that release of healthcare information may be subject to proper written authorization and it shall be the PROVIDER'S responsibility to obtain such authorization.
6. Before a temporary may start their assignment, the PROVIDER must submit the following information to the Tarrant County division that made the temporary Healthcare Personnel request:
- a. Name.
 - b. License number.
 - c. Specialty, if applicable.
 - d. Estimated time available for the temporary assignment.
 - e. Background screening.
 - f. Last 4 digits of their social security number.
 - g. Documentation of communicable disease screenings.

7. At the request of Tarrant County, the PROVIDER shall submit verification of: orientation provided to personnel, peer review mechanism, performance improvement (Quality Assurance, Continuous Quality Improvement) programs, and annual credentialing. Verification must be submitted immediately upon request by Tarrant County.
8. At the request of Tarrant County, the PROVIDER shall assist Tarrant County in scheduling interviews with proposed temporary personnel.
9. The following minimum requirements must be communicated by the PROVIDER to the temporary Healthcare Personnel prior to them being assigned as a temporary at Tarrant County:
 - a. Tarrant County's drug free workplace policy prohibits the unlawful manufacture, distribution, dispensation, possession, or use of alcohol and controlled substances in the workplace. Employees, temporary or otherwise, may not report to work under in the influence of inhalants, alcohol or drugs, or have the odor of alcohol or drugs on their breath.
10. The PROVIDER agrees not to assign or refer any temporary for duties at a Tarrant County facility if they are:
 - a. Under indictment for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - b. Under investigation by any Texas Medical Licensing Board or have license restrictions due to a settled action after investigation.
 - c. Subject to other judicial action and has posted bail or bond while awaiting trial for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - d. On deferred adjudication or parole for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - e. Under suspension by the PROVIDER, whether that suspension has been placed in effect for a confirmed impropriety or for investigative purposes.
 - f. Suffering any degree of physical or mental incapacitation.
 - g. Has restrictions on his or her license through the regulating board.
11. Time Sheets:
 - a. The PROVIDER must provide their temporaries with appropriate form(s) for documenting time worked. These time sheets must meet Tarrant County minimum standards with respect to information to be entered, including:
 - 1) Name of temporary employee.
 - 2) Name and responsibility number of the employee's unit of assignment.
 - 3) A brief description of services rendered.
 - 4) Date, time, and number of hours worked.
 - 5) The signature of the temporary employee.
 - 6) The signature of the designated department representative.
12. All temporary Healthcare Personnel shall be subject to the continuing acceptance of Tarrant County, which reserves the right to reject the PROVIDER'S assigned personnel when, in the opinion of Tarrant County, the retention of that individual is not in the best interest of Tarrant County, its employees, medical staff, patients and/or visitors. Such rejection may be exercised with or without cause and without effect on the contract. The Vendor is responsible for notifying the assigned personnel of the rejection after notification by Tarrant County representative.
13. PROVIDER must comply with all laws, ordinances, rules, and regulations which govern the work specified in this contract.

14. Peer Review:
 - a. PROVIDER assumes full responsibility for conducting peer review of registered nurses and licensed vocational nurses in accordance with the laws of the State of Texas and the Texas Nurse Practice Act. Upon request, PROVIDER shall disclose written and oral communications and the records and proceedings of the peer review to the District's nurse peer review committee and Tarrant County as applicable.
15. Depending on the clinic or location the temporary employee is assigned to work, the employee may be required to sign the Public Health Confidentiality and Privacy Agreement (Attachment A).
16. All temporary Healthcare Personnel are required to dress appropriately for their jobs. Clothing should be clean, neat, and comfortable. Apparel that creates a distraction or presents a potential safety hazard should not be worn in the workplace. Proper dress code includes a photo identification (ID) badge. PROVIDER will provide each temporary employee an ID badge with a picture and clearly identifiable credentials.
17. All temporary Healthcare Personnel shall meet all continuing education (CE) and regulatory requirements appropriate to their duties, certification(s), and license(s), at their own expense.
18. Upon discovering a medical or healthcare error, the temporary employee must report the error as soon as it becomes known to them. Failure to do so will result in an investigation of the incident with appropriate actions taken at the conclusion of the investigation. The temporary employee may be required to complete a written report.
 - a. Patient safety medical or healthcare errors are defined as:
 - 1) Unintended acts, either of omission or commission, or acts that do not achieve their intended outcome.
 - 2) The failure of a planned action to be completed as intended (i.e., error of execution) or the use of a wrong plan to achieve an action (i.e., error of execution).
19. Temporaries must park in the visitor's parking lot. Tarrant County will not be responsible for payment of parking fees, towing, mileage, fuel, damage or loss to vehicle.
20. Temporaries must sign in and out of designated areas according to standard written procedures and report to the person in charge.
21. Scheduling:
 - a. Once the PROVIDER confirms acceptance of a work assignment, Tarrant County may cancel the assignment after the PROVIDER'S acceptance.
 - b. Tarrant County will pay for four (4) hours if the employee arrives at the assigned department prior to cancellation.
 - c. Temporaries should not be scheduled more than forty (40) hours per week. Tarrant County does not pay overtime in the normal course of business. Overtime will be paid on an exception basis only and must be pre-approved by and authorized by the Tarrant County manager to whom the temporary is reporting.
 - d. Holiday pay rates may be available but will be for Tarrant County approved holidays only. Holiday pay rates will only be paid if the temporary works on the holiday. The following holidays will be recognized: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day.

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

22. Payroll:

- a. PROVIDER accepts full responsibility for the payment of wages, compensation, and benefits to its personnel, including compliance with the Affordable Care Act, insurance coverage, etc.
- b. PROVIDER further accepts responsibility for payment of all taxes, assessments, fees, and fines that may be due and owing to any State or Federal government.

23. Provider Performance Standards:

- a. Tarrant County must be completely satisfied with the performance of every assigned temporary. If not satisfied, PROVIDER must replace the temporary as soon as possible after notification, subject to the conditions listed above.
- b. Temporaries are assigned to work for a specific department. They may be reassigned within the department based on their level of competency, patient care experience, and the healthcare needs of the patients.
- c. Temporary Healthcare Personnel whose performance exposes a patient or other person unnecessarily to a risk of harm, engages in unprofessional conduct, or whose practice fails to conform to the minimum standards of acceptable practice for their area or profession, may be designated as a "No Return to any Tarrant County Facility".
- d. PROVIDER will report to Tarrant County any assigned temporary undergoing investigation by his or her appropriate regulatory board or who is participating in any substance abuse rehab program. Such notification must be made verbally to the designated Tarrant County contact person of the using facility within twenty-four (24) hours of the Vendor becoming aware of such status, followed in writing to the Tarrant County Local Health Authority/Medical Health Director.
- e. PROVIDER agrees that any temporary identified by Tarrant County as "No Return to any Tarrant County Facility" may not work nor be dispatched to work at any Tarrant County facility. Vendor employees designated as "No Return" may be dispatched to a Tarrant County facility only after Tarrant County removes the "No Return" status in writing to the Vendor.

24. Failure to Fill Positions:

- a. If PROVIDER is routinely late in filling positions or is unable to fill positions (either with their own staff or through a sub-contractor), then Tarrant County may terminate the contract with PROVIDER.

C. TEMPORARY TO PERMANENT OPTION:

- 1. A temporary working under this contract is eligible for permanent placement with Tarrant County after he or she has worked at a Tarrant County location for seven hundred twenty (720) hours.
- 2. If the temporary is hired by Tarrant County prior to the seven hundred twenty (720) hour period, the PROVIDER will be paid:

Buyout Amount	
Hours	Percentage of the worker's first year annual base salary
00-640	10%
641-720	8%
720+	No Fee

D. TARRANT COUNTY RESPONSIBILITIES:

1. A Tarrant County representative, from the requesting department, will notify the PROVIDER and provide details such as the position needed, location, and projected start and end dates.
2. Tarrant County will accept temporary associates who meet the qualifications for the specific positions as defined by Tarrant County in its written job descriptions and specifications. Tarrant County shall have the right of refusal where Tarrant County has determined that the temporary associate is not qualified for the position requested.
3. Tarrant County will provide appropriate orientation for assigned Temporary Healthcare Personnel relevant to the position. The orientation length and extent are at the direction and discretion of Tarrant County. Tarrant County will orient temporary associates, at its cost, to Tarrant County rules, regulations, policies, procedures, dress code, physical layout, emergency protocol, emergency evacuation, and equipment on any unit to which the temporary associated is assigned. This is understood to be an ongoing process.
4. Tarrant County will provide specific training on types and use of safety devices and equipment available and approved by Tarrant County.
5. Tarrant County will provide supervision of assigned Temporary Healthcare Personnel while they are providing services to Tarrant County.
6. Tarrant County will maintain a safe working environment and provide all appropriate personal protective equipment, including but not limited to gloves, gowns, masks, particulate respirator masks, goggles and other protective apparel, as appropriate for assignment.
7. Tarrant County furnish all equipment and supplies necessary for the services rendered by the assigned temporaries.
8. Tarrant County agrees to contact PROVIDER regarding any unsatisfactory performance or conduct by a temporary associate, as soon as reasonably practicable.

E. TERM

The term of this agreement is for twelve (12) months, effective _____, 2024, and may be renewed for up to two (2) additional twelve (12) month periods by providing written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the current term. After the first year, either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach in not cured within said time, the non-breaching party may terminate the contract effective the next day by giving a written notice of termination.

Either party may terminate this agreement, with or without cause, upon thirty (30) days prior written notice in accordance with Section G of this

agreement.

F. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

G. NOTICES AND COMMUNICATIONS

Except as directed otherwise in this agreement, all notices or other communications shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail postage prepaid, certified mail, return receipt requested and addressed as follows:

PROVIDER:
ACI Federal, Inc.
500 Lafayette Blvd., Suite 200
Fredericksburg, VA 22401

Tarrant County
Purchasing Department
100 E. Weatherford St., Suite 303
Fort Worth, TX 76196

H. PRICE

1. Tarrant County will pay the following Bill Rates to Provider for Temporary Healthcare Personnel services under this contract:

<u>Job Positions</u>	<u>Hourly Bill Rate per Hour worked</u>	<u>Night Shift 6PM-11PM and Weekends (only when not given 2 consecutive days off)</u>	<u>Holiday Bill Rate per Hour worked</u>	<u>Overtime Bill Rate per Hour worked, beginning at 40.25 hours</u>
Physician (MD or DO)	\$134.34	\$147.77	\$201.51	\$201.51
Nurse Practitioner (NP)	\$98.22	\$108.04	\$147.33	\$147.33
Physician's Assistant (PA)	\$93.27	\$101.61	\$138.56	\$138.56
Registered Nurse (RN)	\$56.00	\$61.60	\$84.00	\$84.00
Licensed Vocational Nurse (LVN)	\$54.40	\$59.84	\$81.60	\$81.60
Phlebotomist/Laboratory Technician	\$52.85	\$58.14	\$79.28	\$79.28
Certified Medical Assistant (CMA)	\$34.00	\$37.40	\$51.00	\$51.00
General Medical Radiologic Technologist	\$62.57	\$68.83	\$93.86	\$93.86

2. PROVIDER will bill for services performed in accordance with this contract.
3. PROVIDER will send a monthly invoice to Tarrant County Public Health, 1101 South Main, Suite 2419, Fort Worth, Texas 76104 and the Tarrant County Auditor's Office, 100 E. Weatherford St., Suite 506, Fort Worth, TX 76196-0103.
4. PROVIDER's invoice will detail the services provided.

I. INSURANCE REQUIREMENTS

Prior to the commencement of any work and throughout the term of the contract and extensions, PROVIDER will submit evidence of the minimum insurance limits as outlined in RFQ F2024099, Annual Contract for Temporary Healthcare Personnel.

J. INDEMNIFICATION FOR LOSS, DAMAGE OR CLAIM

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS (INCLUDING EMPLOYMENT-RELATED CLAIMS), ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF VENDOR, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

THIS AGREEMENT.

K. INDEPENDENT CONTRACTOR RELATIONSHIP AND EXCLUSION OF THIRD PARTY BENEFICIARY

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. In addition, no person not a party to this agreement may bring a cause of action pursuant to this agreement as a third party beneficiary.

L. HEADINGS

The article and section headings in this agreement are for convenience and reference only and will not be construed or held in any way to explain, modify, amplify, or add to the interpretation, construction, or meaning of this agreement.

M. ILLEGALITY

If any one or more of the provisions contained in this agreement, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this agreement.

N. CONFIDENTIALITY

To the extent permitted by Texas law, the Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable as allowed under Texas law. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

O. ENTIRE AGREEMENT

This agreement, along with RFQ No. F2024099 entitled Requests for Qualifications for Annual Contract for Temporary Healthcare Personnel (“RFQ”) and Contractor’s response to the RFQ, constitute the entire agreement between the parties, and any and all prior negotiations are merged into this agreement. Any amendment, change, or addition to this agreement shall be made only in writing and signed by both parties.

P. LAW AND VENUE

This agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this agreement will be in Tarrant County, Texas, as to state court actions, and the United States District for the Northern District of Texas, as to federal court actions.

THIS AGREEMENT is executed in several counterparts, each of which is deemed an original, this ___ day of _____ 2024.

TARRANT COUNTY

ACI FEDERAL, INC.
 (“PROVIDER”)

County Judge

APPROVED AS TO FORM:

Criminal District Attorney’s Office*

*By law, the Criminal District Attorney’s Office may only approve contracts for its clients. We reviewed this document as to form from our client’s legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

09262024

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

TARRANT COUNTY PUBLIC HEALTH
THIRD-PARTY CONFIDENTIALITY AND PRIVACY AGREEMENT
2024

This agreement applies to community partners, guests, volunteers, contractors, and other non-workforce members (“third parties”) of Tarrant County Public Health (TCPH).

Tarrant County is a designated Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA); TCPH is a public health authority of the United States government at the local level. We are required to balance the obligations of both roles with compassion, excellence, and integrity.

As a third-party, you must agree to follow the terms described below, and acknowledge that you will be held accountable for your conduct in accordance with these guiding principles:

REGULATORY ADHERENCE

1. I understand that there are state and federal laws and regulations which address the actions and requirements of my engagement with TCPH, including regulations that ensure the confidentiality of an individual’s identifiable health information.
2. I understand that I am responsible for complying with relevant County and/or Public Health policies and procedures, and that I will be provided a copy or a summary of policies to which I am expected to comply.
3. I understand that the TCPH Division or Program for which I am involved may be subject to additional privacy and confidentiality policies mandated by the State of Texas, or by grant or contract requirements, and that I am responsible to know and comply with these policies.
4. I understand the importance of knowing the definitions of terms like *Personally Identifiable Information (PII)*, *Sensitive Personally Identifiable Information (SPII)*, and *Protected Health Information (PHI)*, in the application of my work.
 - a. **Personally Identifiable Information (PII)** is information that can be used to distinguish or trace an individual’s identity, such as name, date and place of birth, mother’s maiden name, or biometric records, and other information that is linked or linkable to a specific individual, such as medical, educational, financial, and employment information.
 - b. **Sensitive Personally Identifiable Information (SPII)** can include your full name, Social Security Number, driver’s license or passport information, financial information including credit card numbers, and medical records. This kind of information may be used to identify an individual on its own and requires special handling. Not all PII is sensitive.
 - c. **Protected Health Information (PHI)** is the term given to health data created, received, stored, or transmitted by HIPAA-covered entities and their business associates in relation to the provision of care, healthcare operations and payment for healthcare services. Electronic PHI may be referred to as ePHI. PHI includes all individually identifiable health information, including demographic data, medical histories, test results, insurance information and other information used to identify a patient or to provide health services or coverage. When individually identifiable health information is used by a HIPAA covered entity or business associate it is classified as PHI. The United States Code of Federal Regulations defines PHI and provides a list of individually identifiable health information.

Those identifiers include:

- i. Names (Full or last name and initial)
 - ii. All geographical identifiers smaller than a state, except for the initial three digits of a zip code*
 - iii. Dates (other than year) directly related to an individual
 - iv. Phone Numbers
 - v. Fax numbers
 - vi. Email addresses
 - vii. Social Security numbers
 - viii. Medical record numbers
 - ix. Health insurance beneficiary numbers
 - x. Account numbers
 - xi. Certificate/license numbers
 - xii. Vehicle identifiers (including serial numbers and license plate numbers)
 - xiii. Device identifiers and serial numbers
 - xiv. Web Uniform Resource Locators (URLs)
 - xv. Internet Protocol (IP) address numbers
 - xvi. Biometric identifiers, including finger, retinal and voice prints
 - xvii. Full face photographic images and any comparable images
 - xviii. Any other unique identifying number, characteristic, or code except the unique code assigned by the investigator to code the data.
5. I understand that TCPH may refer to PII, SPII, PHI and other information protected by law or statute as “confidential”, “private”, “sensitive” or another similar term. I agree to treat all such information with the highest degree of responsibility.

PRIVACY, SECURITY & INTEGRITY

1. Because I may have direct or indirect access to privileged or confidential information for the purpose of my engagement, I agree to protect the confidentiality and integrity of any information which may be sensitive or private, including PII, SPII, and PHI.
2. I understand that a medical record or any information taken from a medical record is privileged and confidential.
3. I understand that I am prohibited from using my privileged access to information for personal reasons. This includes access to electronic or paper health records.
 - a. I understand that I am not to access records for myself, my family members, or anyone I know **for any reason**, *except that*:
 - b. I am permitted to look up records for a person that I know when I have a specific business purpose for accessing the record.
 - c. If I need a copy of TCPH records for myself or my family, I will follow the process in place for patients or clients to request records from TCPH.
4. I will only use and disclose confidential information to the extent that it is necessary for the purpose of my engagement or to the extent that it is required by law. I will not discuss confidential information with people who are not authorized, and/or who do not have a need to know it.

5. I will keep any confidential information I have access to of the view of unauthorized persons and will conduct conversations in a secure or private area when possible.
6. I understand that I may share limited patient information for the purpose of treatment, payment, and healthcare operations, and that it is important to be certain that I can legally disclose information *prior* to sharing it.
7. I understand that some disclosures are required by law, and when I make disclosures of this kind, it does not violate this agreement, nor privacy laws. I will seek advice if I am unsure about required disclosures.
8. I understand that I must ensure that a patient's authorization is given to share information for most purposes other than treatment, payment, and healthcare operations.
9. I will securely dispose of confidential documents, according to TCPH policy.
10. Unless specifically authorized by the Health Director, I will not speak to the media or otherwise communicate on the County's behalf. This includes statements about any County business, including information about TCPH patients or clients.
11. I will use social media responsibly. I will not speak for TCPH, will not reveal confidential information about the County, or its patients. If I mention that I am associated with Tarrant County, I will make clear that my views are my own, and not representative of the County or TCPH.
12. I will participate in or complete required training programs, including those specific to federal and state privacy and security rules.
13. I will not use County equipment, resources, or supplies provided to me for the purpose of performing my work for any personal reason. This includes personal communications, internet browsing, use of software or supplies, personal printing, etc.
14. I will not use another person's password to access any information system, nor will I disclose my own password to another person.
15. I agree to follow the highest ethical standards in the performance of my duties.
16. I will maintain accurate work records, whether in electronic or paper form.
17. I will not make false statements or data entries or change transactions to cover up something improper.

Should questions arise about how to protect or share information to which I have access, I will immediately contact my project supervisor and/or the TCPH Compliance Office.

INCIDENT REPORTING

1. If I become aware of a use or disclosure of information that I believe may be in violation of HIPAA regulations, TCPH policies, or state or federal law, I will immediately contact the following:
 - a. my project supervisor and/or my primary TCPH contact.
 - b. the TCPH Compliance Office, via email to PHCompliance@tarrantcountytx.gov or telephone 817-884-2361.
2. I understand my responsibility to immediately contact the Compliance Office and my project supervisor in the event of lost or stolen equipment or information (including but not limited to records, images, devices and media of all types) which may contain PHI or other confidential data.
3. I agree to report to the Compliance Office if I have any concerns about the accuracy of business records, including suspected falsification, up-coding, fraud or misconduct.

4. I will keep information regarding the administrative and regulatory activities of the department confidential. These activities include:
 - a. Internal and external workplace investigations
 - b. Regulatory visits or survey schedules and their results
 - c. Patient, client, and employee complaints
 - d. Law enforcement or legal actions, including litigation
 - e. Personnel actions, including disciplinary actions of any level
5. Upon separation or completion of my work for TCPH:
 - a. I agree to continue to maintain the confidentiality and privacy of any information I learned while at TCPH, and
 - b. I agree to return all TCPH property, including but not limited to keys, access cards, records, equipment, or any other device that would provide access to TCPH or its information.
 - c. I will not attempt to use login credentials or passwords provided for my use as a business partner, agent, contractor, or volunteer of TCPH.

ATTESTATION

1. I understand that this signed agreement will be retained on file for future reference.
2. I understand that there may be sanctions or disciplinary action resulting from failure to comply with HIPAA privacy and security standards, County or TCPH policies on which I have been briefed, and relevant federal or state policies and regulations.
3. I understand that a violation of this agreement could result in disciplinary action, which may include the termination of my engagement with Tarrant County, and potential exclusion from performing work with Tarrant County in the future.
4. I understand that, depending upon the circumstances of my actions, I may be subject to additional penalties imposed by Federal or State law.

I have read this agreement in full. I agree to abide by its terms.

Guest
 Contractor
 Volunteer
 Community Partner
 Other: _____

Print Name: Matthew Hollingsworth

Signature: *Matthew Hollingsworth*

Date: 10/01/2024

This agreement is valid for two years after the date of signature, unless a more recent version of the agreement is signed by the employee.



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**TARRANT COUNTY TEMPORARY HEALTHCARE PERSONNEL
SERVICES AGREEMENT**

A. INTRODUCTION

This agreement is made between Tarrant County, Texas ("COUNTY") and Healthcare Staffing Professionals, Inc. ("PROVIDER"), having its principal place of business at 6914 Canby Avenue, Suite 109, Reseda, CA 91335 for the purpose of providing temporary healthcare personnel services for Tarrant County and shall be effective _____, 2024.

B. SCOPE OF PROVIDER SERVICES

PROVIDER will provide Temporary Healthcare Personnel including the following positions: Physician, Nurse Practitioner (NP), Physician's Assistant (PA), Registered Nurse (RN), Licensed Vocational Nurse (LVN), Phlebotomist/Laboratory Technician, Certified Medical Assistant (CMA), and General Medical Radiologic Technologists, on an as-needed, as-requested basis. PROVIDER will be given a deadline for filling an open position, based on the need at that time. If the PROVIDER is unable to fill the position by the set deadline, Tarrant County may choose to use another provider. Tarrant County reserves the right to reject any or all individuals selected by the Vendor.

PROVIDER WILL:

1. Provide temporary healthcare personnel, as needed, who meet at least the minimum qualifications outlined in Tarrant County's Request for Qualifications (RFQ) No. F2024099, Annual Contract for Temporary Healthcare Personnel. No person currently employed by Tarrant County may be assigned to work at any Tarrant County facility as a temporary under this contract.
2. Assign one (1) representative to the Tarrant County contract as the first point-of-contact. If the assigned individual is replaced, Tarrant County should be notified as soon as possible.
3. Return calls within four (4) hours, 24 hours per day and 7 days per week (24/7).
4. Provide a contact number for after-hours contact, as indicated in RFQ response.
5. Conduct background Screenings on all Temporaries:
 - a. To the extent permissible by law, the PROVIDER shall conduct, pay for, and

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

submit verification of conducting a background check covering the last seven (7) years on all Temporary Healthcare Personnel assigned to Tarrant County.

Background check must include, but not be restricted to the following:

- 1) Verification of previous employment.
 - 2) Verification of education, licensure and/or certification.
 - 3) Criminal activity background check to include:
 - National Criminal Search,
 - State Criminal Search,
 - County Criminal Search to include: Tarrant, Dallas, Collin, Denton and other applicable counties,
 - Federal Criminal Search,
 - Nationwide Wants and Warrants,
 - Social Security Number (SSN) Verification,
 - Past Address History,
 - Sex Offender Registry Search.
 - 4) Pre-employment drug screen with confirmatory testing in the event of a positive screen. Drug screen should be a ten (10) panel test and include commonly known abused substances.
- b. Communicable Disease Screenings:
- 1) PROVIDER must ensure that all temporary Healthcare Personnel assigned to Tarrant County comply with the Tarrant County Public Health communicable disease requirements for Healthcare Personnel. All histories must have supporting documentation. All temporaries who provide direct patient care shall meet at a minimum the following requirements:
 - a) Tuberculosis Testing: For any Healthcare Personnel who tests positive, the PROVIDER must present documentation of treatment status. For Healthcare Personnel with previous known positive skin tests, the PROVIDER must present a yearly screening of clinical symptoms for active tuberculosis.
 - b) Vaccination, and/or evidence of immunity for the following: Hepatitis A, Hepatitis B, MMR (measles/mumps/rubella), Chicken Pox (Varicella), Tetanus, diphtheria, and acellular pertussis (Td/TdaP), and Influenza.
 - c) PROVIDER or temporary Healthcare Personnel, will bear the costs associated with providing any testing, documentation, examination, vaccinations or immunizations necessary to comply with the requirements of this RFQ and any Tarrant County policies.
 - d) Both parties agree that release of healthcare information may be subject to proper written authorization and it shall be the PROVIDER'S responsibility to obtain such authorization.
6. Before a temporary may start their assignment, the PROVIDER must submit the following information to the Tarrant County division that made the temporary Healthcare Personnel request:
- a. Name.
 - b. License number.
 - c. Specialty, if applicable.
 - d. Estimated time available for the temporary assignment.
 - e. Background screening.
 - f. Last 4 digits of their social security number.
 - g. Documentation of communicable disease screenings.

7. At the request of Tarrant County, the PROVIDER shall submit verification of: orientation provided to personnel, peer review mechanism, performance improvement (Quality Assurance, Continuous Quality Improvement) programs, and annual credentialing. Verification must be submitted immediately upon request by Tarrant County.
8. At the request of Tarrant County, the PROVIDER shall assist Tarrant County in scheduling interviews with proposed temporary personnel.
9. The following minimum requirements must be communicated by the PROVIDER to the temporary Healthcare Personnel prior to them being assigned as a temporary at Tarrant County:
 - a. Tarrant County's drug free workplace policy prohibits the unlawful manufacture, distribution, dispensation, possession, or use of alcohol and controlled substances in the workplace. Employees, temporary or otherwise, may not report to work under in the influence of inhalants, alcohol or drugs, or have the odor of alcohol or drugs on their breath.
10. The PROVIDER agrees not to assign or refer any temporary for duties at a Tarrant County facility if they are:
 - a. Under indictment for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - b. Under investigation by any Texas Medical Licensing Board or have license restrictions due to a settled action after investigation.
 - c. Subject to other judicial action and has posted bail or bond while awaiting trial for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - d. On deferred adjudication or parole for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - e. Under suspension by the PROVIDER, whether that suspension has been placed in effect for a confirmed impropriety or for investigative purposes.
 - f. Suffering any degree of physical or mental incapacitation.
 - g. Has restrictions on his or her license through the regulating board.
11. Time Sheets:
 - a. The PROVIDER must provide their temporaries with appropriate form(s) for documenting time worked. These time sheets must meet Tarrant County minimum standards with respect to information to be entered, including:
 - 1) Name of temporary employee.
 - 2) Name and responsibility number of the employee's unit of assignment.
 - 3) A brief description of services rendered.
 - 4) Date, time, and number of hours worked.
 - 5) The signature of the temporary employee.
 - 6) The signature of the designated department representative.
12. All temporary Healthcare Personnel shall be subject to the continuing acceptance of Tarrant County, which reserves the right to reject the PROVIDER'S assigned personnel when, in the opinion of Tarrant County, the retention of that individual is not in the best interest of Tarrant County, its employees, medical staff, patients and/or visitors. Such rejection may be exercised with or without cause and without effect on the contract. The Vendor is responsible for notifying the assigned personnel of the rejection after notification by Tarrant County representative.
13. PROVIDER must comply with all laws, ordinances, rules, and regulations which govern the work specified in this contract.

14. Peer Review:
 - a. PROVIDER assumes full responsibility for conducting peer review of registered nurses and licensed vocational nurses in accordance with the laws of the State of Texas and the Texas Nurse Practice Act. Upon request, PROVIDER shall disclose written and oral communications and the records and proceedings of the peer review to the District's nurse peer review committee and Tarrant County as applicable.
15. Depending on the clinic or location the temporary employee is assigned to work, the employee may be required to sign the Public Health Confidentiality and Privacy Agreement (Attachment A).
16. All temporary Healthcare Personnel are required to dress appropriately for their jobs. Clothing should be clean, neat, and comfortable. Apparel that creates a distraction or presents a potential safety hazard should not be worn in the workplace. Proper dress code includes a photo identification (ID) badge. PROVIDER will provide each temporary employee an ID badge with a picture and clearly identifiable credentials.
17. All temporary Healthcare Personnel shall meet all continuing education (CE) and regulatory requirements appropriate to their duties, certification(s), and license(s), at their own expense.
18. Upon discovering a medical or healthcare error, the temporary employee must report the error as soon as it becomes known to them. Failure to do so will result in an investigation of the incident with appropriate actions taken at the conclusion of the investigation. The temporary employee may be required to complete a written report.
 - a. Patient safety medical or healthcare errors are defined as:
 - 1) Unintended acts, either of omission or commission, or acts that do not achieve their intended outcome.
 - 2) The failure of a planned action to be completed as intended (i.e., error of execution) or the use of a wrong plan to achieve an action (i.e., error of execution).
19. Temporaries must park in the visitor's parking lot. Tarrant County will not be responsible for payment of parking fees, towing, mileage, fuel, damage or loss to vehicle.
20. Temporaries must sign in and out of designated areas according to standard written procedures and report to the person in charge.
21. Scheduling:
 - a. Once the PROVIDER confirms acceptance of a work assignment, Tarrant County may cancel the assignment after the PROVIDER'S acceptance.
 - b. Tarrant County will pay for four (4) hours if the employee arrives at the assigned department prior to cancellation.
 - c. Temporaries should not be scheduled more than forty (40) hours per week. Tarrant County does not pay overtime in the normal course of business. Overtime will be paid on an exception basis only and must be pre-approved by and authorized by the Tarrant County manager to whom the temporary is reporting.
 - d. Holiday pay rates may be available but will be for Tarrant County approved holidays only. Holiday pay rates will only be paid if the temporary works on the holiday. The following holidays will be recognized: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day.

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

22. Payroll:

- a. PROVIDER accepts full responsibility for the payment of wages, compensation, and benefits to its personnel, including compliance with the Affordable Care Act, insurance coverage, etc.
- b. PROVIDER further accepts responsibility for payment of all taxes, assessments, fees, and fines that may be due and owing to any State or Federal government.

23. Provider Performance Standards:

- a. Tarrant County must be completely satisfied with the performance of every assigned temporary. If not satisfied, PROVIDER must replace the temporary as soon as possible after notification, subject to the conditions listed above.
- b. Temporaries are assigned to work for a specific department. They may be reassigned within the department based on their level of competency, patient care experience, and the healthcare needs of the patients.
- c. Temporary Healthcare Personnel whose performance exposes a patient or other person unnecessarily to a risk of harm, engages in unprofessional conduct, or whose practice fails to conform to the minimum standards of acceptable practice for their area or profession, may be designated as a "No Return to any Tarrant County Facility".
- d. PROVIDER will report to Tarrant County any assigned temporary undergoing investigation by his or her appropriate regulatory board or who is participating in any substance abuse rehab program. Such notification must be made verbally to the designated Tarrant County contact person of the using facility within twenty-four (24) hours of the Vendor becoming aware of such status, followed in writing to the Tarrant County Local Health Authority/Medical Health Director.
- e. PROVIDER agrees that any temporary identified by Tarrant County as "No Return to any Tarrant County Facility" may not work nor be dispatched to work at any Tarrant County facility. Vendor employees designated as "No Return" may be dispatched to a Tarrant County facility only after Tarrant County removes the "No Return" status in writing to the Vendor.

24. Failure to Fill Positions:

- a. If PROVIDER is routinely late in filling positions or is unable to fill positions (either with their own staff or through a sub-contractor), then Tarrant County may terminate the contract with PROVIDER.

C. TEMPORARY TO PERMANENT OPTION:

- 1. A temporary working under this contract is eligible for permanent placement with Tarrant County after he or she has worked at a Tarrant County location for seven hundred twenty (720) hours
- 2. If the temporary is hired by Tarrant County prior to the seven hundred twenty (720) hour period, the PROVIDER will be paid:

Buyout Amount	
Hours	Percentage of the worker's first year annual base salary
00-640	10%
641-720	8%
720+	No Fee

D. TARRANT COUNTY RESPONSIBILITIES:

1. A Tarrant County representative, from the requesting department, will notify the PROVIDER and provide details such as the position needed, location, and projected start and end dates.
2. Tarrant County will accept temporary associates who meet the qualifications for the specific positions as defined by Tarrant County in its written job descriptions and specifications. Tarrant County shall have the right of refusal where Tarrant County has determined that the temporary associate is not qualified for the position requested.
3. Tarrant County will provide appropriate orientation for assigned Temporary Healthcare Personnel relevant to the position. The orientation length and extent are at the direction and discretion of Tarrant County. Tarrant County will orient temporary associates, at its cost, to Tarrant County rules, regulations, policies, procedures, dress code, physical layout, emergency protocol, emergency evacuation, and equipment on any unit to which the temporary associated is assigned. This is understood to be an ongoing process.
4. Tarrant County will provide specific training on types and use of safety devices and equipment available and approved by Tarrant County.
5. Tarrant County will provide supervision of assigned Temporary Healthcare Personnel while they are providing services to Tarrant County.
6. Tarrant County will maintain a safe working environment and provide all appropriate personal protective equipment, including but not limited to gloves, gowns, masks, particulate respirator masks, goggles and other protective apparel, as appropriate for assignment.
7. Tarrant County furnish all equipment and supplies necessary for the services rendered by the assigned temporaries.
8. Tarrant County agrees to contact PROVIDER regarding any unsatisfactory performance or conduct by a temporary associate, as soon as reasonably practicable.

E. TERM

The term of this agreement is for twelve (12) months, effective _____, 2024, and may be renewed for up to two (2) additional twelve (12) month periods by providing written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the current term. After the first year, either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach is not cured within said time, the non-breaching party may terminate the contract effective the next day by giving a written notice of termination.

Either party may terminate this agreement, with or without cause, upon thirty

(30) days prior written notice in accordance with Section G of this agreement.

F. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

G. NOTICES AND COMMUNICATIONS

Except as directed otherwise in this agreement, all notices or other communications shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail postage prepaid, certified mail, return receipt requested and addressed as follows:

PROVIDER:
Healthcare Staffing Professionals, Inc.
6914 Canby Avenue, Suite 109
Reseda, CA 91335

Tarrant County
Purchasing Department
100 E. Weatherford St., Suite 303
Fort Worth, TX 76196

H. PRICE

1. Tarrant County will pay the following Bill Rates to Provider for Temporary Healthcare Personnel services under this contract:

<u>Job Positions</u>	<u>Hourly Bill Rate per Hour worked</u>	<u>Night Shift 6PM-11PM and Weekends (only when not given 2 consecutive days off)</u>	<u>Holiday Bill Rate per Hour worked</u>	<u>Overtime Bill Rate per Hour worked, beginning at 40.25 hours</u>
Physician (MD or DO)	\$236.00	\$236.00	\$354.00	\$354.00
Nurse Practitioner (NP)	\$118.00	\$118.00	\$177.00	\$177.00
Physician's Assistant (PA)	\$118.00	\$118.00	\$177.00	\$177.00
Registered Nurse (RN)	\$88.50	\$88.50	\$132.75	\$132.75
Licensed Vocational Nurse (LVN)	\$59.00	\$59.00	\$88.50	\$88.50
Phlebotomist/Laboratory Technician	\$35.40	\$35.40	\$53.10	\$53.10
Certified Medical Assistant (CMA)	\$32.45	\$32.45	\$48.68	\$48.68
General Medical Radiologic Technologist	\$66.38	\$66.38	\$99.57	\$99.57

2. PROVIDER will bill for services performed in accordance with this contract.
3. PROVIDER will send a monthly invoice to Tarrant County Public Health, 1101 South Main, Suite 2419, Fort Worth, Texas 76104 and the Tarrant County Auditor's Office, 100 E. Weatherford St., Suite 506, Fort Worth, TX 76196-0103.
4. PROVIDER's invoice will detail the services provided.

I. INSURANCE REQUIREMENTS

Prior to the commencement of any work and throughout the term of the contract and extensions, PROVIDER will submit evidence of the minimum insurance limits as outlined in RFQ F2024099, Annual Contract for Temporary Healthcare Personnel.

J. INDEMNIFICATION FOR LOSS, DAMAGE OR CLAIM

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS (INCLUDING EMPLOYMENT-RELATED CLAIMS), ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF VENDOR, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

THIS AGREEMENT.

K. INDEPENDENT CONTRACTOR RELATIONSHIP AND EXCLUSION OF THIRD PARTY BENEFICIARY

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. In addition, no person not a party to this agreement may bring a cause of action pursuant to this agreement as a third party beneficiary.

L. HEADINGS

The article and section headings in this agreement are for convenience and reference only and will not be construed or held in any way to explain, modify, amplify, or add to the interpretation, construction, or meaning of this agreement.

M. ILLEGALITY

If any one or more of the provisions contained in this agreement, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this agreement.

N. CONFIDENTIALITY

To the extent permitted by Texas law, the Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable as allowed under Texas law. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

O. ENTIRE AGREEMENT

This agreement, along with RFQ No. F2024099 entitled Requests for Qualifications for Annual Contract for Temporary Healthcare Personnel ("RFQ") and Contractor's response to the RFQ, constitute the entire agreement between the parties, and any and all prior negotiations are merged into this agreement. Any amendment, change, or addition to this agreement shall be made only in writing and signed by both parties.

P. LAW AND VENUE

This agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this agreement will be in Tarrant County, Texas, as to state court actions, and the United States District for the Northern District of Texas, as to federal court actions.

THIS AGREEMENT is executed in several counterparts, each of which is deemed an original, this ___ day of _____ 2024.

TARRANT COUNTY

HEALTHCARE STAFFING
PROFESSIONALS, INC.
("PROVIDER")

County Judge



Cornelius Mamboleo, VP of Staffing

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

09262024

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

TARRANT COUNTY PUBLIC HEALTH
THIRD-PARTY CONFIDENTIALITY AND PRIVACY AGREEMENT
2024

This agreement applies to community partners, guests, volunteers, contractors, and other non-workforce members (“third parties”) of Tarrant County Public Health (TCPH).

Tarrant County is a designated Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA); TCPH is a public health authority of the United States government at the local level. We are required to balance the obligations of both roles with compassion, excellence, and integrity.

As a third-party, you must agree to follow the terms described below, and acknowledge that you will be held accountable for your conduct in accordance with these guiding principles:

REGULATORY ADHERENCE

1. I understand that there are state and federal laws and regulations which address the actions and requirements of my engagement with TCPH, including regulations that ensure the confidentiality of an individual’s identifiable health information.
2. I understand that I am responsible for complying with relevant County and/or Public Health policies and procedures, and that I will be provided a copy or a summary of policies to which I am expected to comply.
3. I understand that the TCPH Division or Program for which I am involved may be subject to additional privacy and confidentiality policies mandated by the State of Texas, or by grant or contract requirements, and that I am responsible to know and comply with these policies.
4. I understand the importance of knowing the definitions of terms like *Personally Identifiable Information (PII)*, *Sensitive Personally Identifiable Information (SPII)*, and *Protected Health Information (PHI)*, in the application of my work.
 - a. **Personally Identifiable Information (PII)** is information that can be used to distinguish or trace an individual’s identity, such as name, date and place of birth, mother’s maiden name, or biometric records, and other information that is linked or linkable to a specific individual, such as medical, educational, financial, and employment information.
 - b. **Sensitive Personally Identifiable Information (SPII)** can include your full name, Social Security Number, driver’s license or passport information, financial information including credit card numbers, and medical records. This kind of information may be used to identify an individual on its own and requires special handling. Not all PII is sensitive.
 - c. **Protected Health Information (PHI)** is the term given to health data created, received, stored, or transmitted by HIPAA-covered entities and their business associates in relation to the provision of care, healthcare operations and payment for healthcare services. Electronic PHI may be referred to as ePHI. PHI includes all individually identifiable health information, including demographic data, medical histories, test results, insurance information and other information used to identify a patient or to provide health services or coverage. When individually identifiable health information is used by a HIPAA covered entity or business associate it is classified as PHI. The United States Code of Federal Regulations defines PHI and provides a list of individually identifiable health information.

Those identifiers include:

- i. Names (Full or last name and initial)
 - ii. All geographical identifiers smaller than a state, except for the initial three digits of a zip code*
 - iii. Dates (other than year) directly related to an individual
 - iv. Phone Numbers
 - v. Fax numbers
 - vi. Email addresses
 - vii. Social Security numbers
 - viii. Medical record numbers
 - ix. Health insurance beneficiary numbers
 - x. Account numbers
 - xi. Certificate/license numbers
 - xii. Vehicle identifiers (including serial numbers and license plate numbers)
 - xiii. Device identifiers and serial numbers
 - xiv. Web Uniform Resource Locators (URLs)
 - xv. Internet Protocol (IP) address numbers
 - xvi. Biometric identifiers, including finger, retinal and voice prints
 - xvii. Full face photographic images and any comparable images
 - xviii. Any other unique identifying number, characteristic, or code except the unique code assigned by the investigator to code the data.
5. I understand that TCPH may refer to PII, SPII, PHI and other information protected by law or statute as “confidential”, “private”, “sensitive” or another similar term. I agree to treat all such information with the highest degree of responsibility.

PRIVACY, SECURITY & INTEGRITY

1. Because I may have direct or indirect access to privileged or confidential information for the purpose of my engagement, I agree to protect the confidentiality and integrity of any information which may be sensitive or private, including PII, SPII, and PHI.
2. I understand that a medical record or any information taken from a medical record is privileged and confidential.
3. I understand that I am prohibited from using my privileged access to information for personal reasons. This includes access to electronic or paper health records.
 - a. I understand that I am not to access records for myself, my family members, or anyone I know **for any reason**, *except that*:
 - b. I am permitted to look up records for a person that I know when I have a specific business purpose for accessing the record.
 - c. If I need a copy of TCPH records for myself or my family, I will follow the process in place for patients or clients to request records from TCPH.
4. I will only use and disclose confidential information to the extent that it is necessary for the purpose of my engagement or to the extent that it is required by law. I will not discuss confidential information with people who are not authorized, and/or who do not have a need to know it.

5. I will keep any confidential information I have access to of the view of unauthorized persons and will conduct conversations in a secure or private area when possible.
6. I understand that I may share limited patient information for the purpose of treatment, payment, and healthcare operations, and that it is important to be certain that I can legally disclose information *prior* to sharing it.
7. I understand that some disclosures are required by law, and when I make disclosures of this kind, it does not violate this agreement, nor privacy laws. I will seek advice if I am unsure about required disclosures.
8. I understand that I must ensure that a patient's authorization is given to share information for most purposes other than treatment, payment, and healthcare operations.
9. I will securely dispose of confidential documents, according to TCPH policy.
10. Unless specifically authorized by the Health Director, I will not speak to the media or otherwise communicate on the County's behalf. This includes statements about any County business, including information about TCPH patients or clients.
11. I will use social media responsibly. I will not speak for TCPH, will not reveal confidential information about the County, or its patients. If I mention that I am associated with Tarrant County, I will make clear that my views are my own, and not representative of the County or TCPH.
12. I will participate in or complete required training programs, including those specific to federal and state privacy and security rules.
13. I will not use County equipment, resources, or supplies provided to me for the purpose of performing my work for any personal reason. This includes personal communications, internet browsing, use of software or supplies, personal printing, etc.
14. I will not use another person's password to access any information system, nor will I disclose my own password to another person.
15. I agree to follow the highest ethical standards in the performance of my duties.
16. I will maintain accurate work records, whether in electronic or paper form.
17. I will not make false statements or data entries or change transactions to cover up something improper.

Should questions arise about how to protect or share information to which I have access, I will immediately contact my project supervisor and/or the TCPH Compliance Office.

INCIDENT REPORTING

1. If I become aware of a use or disclosure of information that I believe may be in violation of HIPAA regulations, TCPH policies, or state or federal law, I will immediately contact the following:
 - a. my project supervisor and/or my primary TCPH contact.
 - b. the TCPH Compliance Office, via email to PHCompliance@tarrantcountytx.gov or telephone 817-884-2361.
2. I understand my responsibility to immediately contact the Compliance Office and my project supervisor in the event of lost or stolen equipment or information (including but not limited to records, images, devices and media of all types) which may contain PHI or other confidential data.
3. I agree to report to the Compliance Office if I have any concerns about the accuracy of business records, including suspected falsification, up-coding, fraud or misconduct.

4. I will keep information regarding the administrative and regulatory activities of the department confidential. These activities include:
 - a. Internal and external workplace investigations
 - b. Regulatory visits or survey schedules and their results
 - c. Patient, client, and employee complaints
 - d. Law enforcement or legal actions, including litigation
 - e. Personnel actions, including disciplinary actions of any level
5. Upon separation or completion of my work for TCPH:
 - a. I agree to continue to maintain the confidentiality and privacy of any information I learned while at TCPH, and
 - b. I agree to return all TCPH property, including but not limited to keys, access cards, records, equipment, or any other device that would provide access to TCPH or its information.
 - c. I will not attempt to use login credentials or passwords provided for my use as a business partner, agent, contractor, or volunteer of TCPH.

ATTESTATION

1. I understand that this signed agreement will be retained on file for future reference.
2. I understand that there may be sanctions or disciplinary action resulting from failure to comply with HIPAA privacy and security standards, County or TCPH policies on which I have been briefed, and relevant federal or state policies and regulations.
3. I understand that a violation of this agreement could result in disciplinary action, which may include the termination of my engagement with Tarrant County, and potential exclusion from performing work with Tarrant County in the future.
4. I understand that, depending upon the circumstances of my actions, I may be subject to additional penalties imposed by Federal or State law.

I have read this agreement in full. I agree to abide by its terms.

Guest
 Contractor
 Volunteer
 Community Partner
 Other: _____

Print Name: Cornelius Mamboleo

Signature: 

Date: 9/27/2024

This agreement is valid for two years after the date of signature, unless a more recent version of the agreement is signed by the employee.



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**TARRANT COUNTY TEMPORARY HEALTHCARE PERSONNEL
SERVICES AGREEMENT**

A. INTRODUCTION

This agreement is made between Tarrant County, Texas ("COUNTY") and Nirvana Sky Group LLC d/b/a 24/7 Healthcare Pros ("PROVIDER"), having its principal place of business at 1000 W 8th Street 507, Los Angeles, CA 90017 for the purpose of providing temporary healthcare personnel services for Tarrant County and shall be effective _____, 2024.

B. SCOPE OF PROVIDER SERVICES

PROVIDER will provide Temporary Healthcare Personnel including the following positions: Physician, Nurse Practitioner (NP), Physician's Assistant (PA), Registered Nurse (RN), Licensed Vocational Nurse (LVN), Phlebotomist/Laboratory Technician, Certified Medical Assistant (CMA), and General Medical Radiologic Technologists, on an as-needed, as-requested basis. PROVIDER will be given a deadline for filling an open position, based on the need at that time. If the PROVIDER is unable to fill the position by the set deadline, Tarrant County may choose to use another provider. Tarrant County reserves the right to reject any or all individuals selected by the Vendor.

PROVIDER WILL:

1. Provide temporary healthcare personnel, as needed, who meet at least the minimum qualifications outlined in Tarrant County's Request for Qualifications (RFQ) No. F2024099, Annual Contract for Temporary Healthcare Personnel. No person currently employed by Tarrant County may be assigned to work at any Tarrant County facility as a temporary under this contract.
2. Assign one (1) representative to the Tarrant County contract as the first point-of-contact. If the assigned individual is replaced, Tarrant County should be notified as soon as possible.
3. Return calls within four (4) hours, 24 hours per day and 7 days per week (24/7).
4. Provide a contact number for after-hours contact, as indicated in RFQ response.
5. Conduct background Screenings on all Temporaries:
 - a. To the extent permissible by law, the PROVIDER shall conduct, pay for, and

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

submit verification of conducting a background check covering the last seven (7) years on all Temporary Healthcare Personnel assigned to Tarrant County.

Background check must include, but not be restricted to the following:

- 1) Verification of previous employment.
 - 2) Verification of education, licensure and/or certification.
 - 3) Criminal activity background check to include:
 - National Criminal Search,
 - State Criminal Search,
 - County Criminal Search to include: Tarrant, Dallas, Collin, Denton and other applicable counties,
 - Federal Criminal Search,
 - Nationwide Wants and Warrants,
 - Social Security Number (SSN) Verification,
 - Past Address History,
 - Sex Offender Registry Search.
 - 4) Pre-employment drug screen with confirmatory testing in the event of a positive screen. Drug screen should be a ten (10) panel test and include commonly known abused substances.
- b. Communicable Disease Screenings:
- 1) PROVIDER must ensure that all temporary Healthcare Personnel assigned to Tarrant County comply with the Tarrant County Public Health communicable disease requirements for Healthcare Personnel. All histories must have supporting documentation. All temporaries who provide direct patient care shall meet at a minimum the following requirements:
 - a) Tuberculosis Testing: For any Healthcare Personnel who tests positive, the PROVIDER must present documentation of treatment status. For Healthcare Personnel with previous known positive skin tests, the PROVIDER must present a yearly screening of clinical symptoms for active tuberculosis.
 - b) Vaccination, and/or evidence of immunity for the following: Hepatitis A, Hepatitis B, MMR (measles/mumps/rubella), Chicken Pox (Varicella), Tetanus, diphtheria, and acellular pertussis (Td/TdaP), and Influenza.
 - c) PROVIDER or temporary Healthcare Personnel, will bear the costs associated with providing any testing, documentation, examination, vaccinations or immunizations necessary to comply with the requirements of this RFQ and any Tarrant County policies.
 - d) Both parties agree that release of healthcare information may be subject to proper written authorization and it shall be the PROVIDER'S responsibility to obtain such authorization.
6. Before a temporary may start their assignment, the PROVIDER must submit the following information to the Tarrant County division that made the temporary Healthcare Personnel request:
- a. Name.
 - b. License number.
 - c. Specialty, if applicable.
 - d. Estimated time available for the temporary assignment.
 - e. Background screening.
 - f. Last 4 digits of their social security number.
 - g. Documentation of communicable disease screenings.

7. At the request of Tarrant County, the PROVIDER shall submit verification of: orientation provided to personnel, peer review mechanism, performance improvement (Quality Assurance, Continuous Quality Improvement) programs, and annual credentialing. Verification must be submitted immediately upon request by Tarrant County.
8. At the request of Tarrant County, the PROVIDER shall assist Tarrant County in scheduling interviews with proposed temporary personnel.
9. The following minimum requirements must be communicated by the PROVIDER to the temporary Healthcare Personnel prior to them being assigned as a temporary at Tarrant County:
 - a. Tarrant County's drug free workplace policy prohibits the unlawful manufacture, distribution, dispensation, possession, or use of alcohol and controlled substances in the workplace. Employees, temporary or otherwise, may not report to work under in the influence of inhalants, alcohol or drugs, or have the odor of alcohol or drugs on their breath.
10. The PROVIDER agrees not to assign or refer any temporary for duties at a Tarrant County facility if they are:
 - a. Under indictment for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - b. Under investigation by any Texas Medical Licensing Board or have license restrictions due to a settled action after investigation.
 - c. Subject to other judicial action and has posted bail or bond while awaiting trial for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - d. On deferred adjudication or parole for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - e. Under suspension by the PROVIDER, whether that suspension has been placed in effect for a confirmed impropriety or for investigative purposes.
 - f. Suffering any degree of physical or mental incapacitation.
 - g. Has restrictions on his or her license through the regulating board.
11. Time Sheets:
 - a. The PROVIDER must provide their temporaries with appropriate form(s) for documenting time worked. These time sheets must meet Tarrant County minimum standards with respect to information to be entered, including:
 - 1) Name of temporary employee.
 - 2) Name and responsibility number of the employee's unit of assignment.
 - 3) A brief description of services rendered.
 - 4) Date, time, and number of hours worked.
 - 5) The signature of the temporary employee.
 - 6) The signature of the designated department representative.
12. All temporary Healthcare Personnel shall be subject to the continuing acceptance of Tarrant County, which reserves the right to reject the PROVIDER'S assigned personnel when, in the opinion of Tarrant County, the retention of that individual is not in the best interest of Tarrant County, its employees, medical staff, patients and/or visitors. Such rejection may be exercised with or without cause and without effect on the contract. The Vendor is responsible for notifying the assigned personnel of the rejection after notification by Tarrant County representative.
13. PROVIDER must comply with all laws, ordinances, rules, and regulations which govern the work specified in this contract.

14. Peer Review:
 - a. PROVIDER assumes full responsibility for conducting peer review of registered nurses and licensed vocational nurses in accordance with the laws of the State of Texas and the Texas Nurse Practice Act. Upon request, PROVIDER shall disclose written and oral communications and the records and proceedings of the peer review to the District's nurse peer review committee and Tarrant County as applicable.
15. Depending on the clinic or location the temporary employee is assigned to work, the employee may be required to sign the Public Health Confidentiality and Privacy Agreement (Attachment A).
16. All temporary Healthcare Personnel are required to dress appropriately for their jobs. Clothing should be clean, neat, and comfortable. Apparel that creates a distraction or presents a potential safety hazard should not be worn in the workplace. Proper dress code includes a photo identification (ID) badge. PROVIDER will provide each temporary employee an ID badge with a picture and clearly identifiable credentials.
17. All temporary Healthcare Personnel shall meet all continuing education (CE) and regulatory requirements appropriate to their duties, certification(s), and license(s), at their own expense.
18. Upon discovering a medical or healthcare error, the temporary employee must report the error as soon as it becomes known to them. Failure to do so will result in an investigation of the incident with appropriate actions taken at the conclusion of the investigation. The temporary employee may be required to complete a written report.
 - a. Patient safety medical or healthcare errors are defined as:
 - 1) Unintended acts, either of omission or commission, or acts that do not achieve their intended outcome.
 - 2) The failure of a planned action to be completed as intended (i.e., error of execution) or the use of a wrong plan to achieve an action (i.e., error of execution).
19. Temporaries must park in the visitor's parking lot. Tarrant County will not be responsible for payment of parking fees, towing, mileage, fuel, damage or loss to vehicle.
20. Temporaries must sign in and out of designated areas according to standard written procedures and report to the person in charge.
21. Scheduling:
 - a. Once the PROVIDER confirms acceptance of a work assignment, Tarrant County may cancel the assignment after the PROVIDER'S acceptance.
 - b. Tarrant County will pay for four (4) hours if the employee arrives at the assigned department prior to cancellation.
 - c. Temporaries should not be scheduled more than forty (40) hours per week. Tarrant County does not pay overtime in the normal course of business. Overtime will be paid on an exception basis only and must be pre-approved by and authorized by the Tarrant County manager to whom the temporary is reporting.
 - d. Holiday pay rates may be available but will be for Tarrant County approved holidays only. Holiday pay rates will only be paid if the temporary works on the holiday. The following holidays will be recognized: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day.

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

22. Payroll:

- a. PROVIDER accepts full responsibility for the payment of wages, compensation, and benefits to its personnel, including compliance with the Affordable Care Act, insurance coverage, etc.
- b. PROVIDER further accepts responsibility for payment of all taxes, assessments, fees, and fines that may be due and owing to any State or Federal government.

23. Provider Performance Standards:

- a. Tarrant County must be completely satisfied with the performance of every assigned temporary. If not satisfied, PROVIDER must replace the temporary as soon as possible after notification, subject to the conditions listed above.
- b. Temporaries are assigned to work for a specific department. They may be reassigned within the department based on their level of competency, patient care experience, and the healthcare needs of the patients.
- c. Temporary Healthcare Personnel whose performance exposes a patient or other person unnecessarily to a risk of harm, engages in unprofessional conduct, or whose practice fails to conform to the minimum standards of acceptable practice for their area or profession, may be designated as a "No Return to any Tarrant County Facility".
- d. PROVIDER will report to Tarrant County any assigned temporary undergoing investigation by his or her appropriate regulatory board or who is participating in any substance abuse rehab program. Such notification must be made verbally to the designated Tarrant County contact person of the using facility within twenty-four (24) hours of the Vendor becoming aware of such status, followed in writing to the Tarrant County Local Health Authority/Medical Health Director.
- e. PROVIDER agrees that any temporary identified by Tarrant County as "No Return to any Tarrant County Facility" may not work nor be dispatched to work at any Tarrant County facility. Vendor employees designated as "No Return" may be dispatched to a Tarrant County facility only after Tarrant County removes the "No Return" status in writing to the Vendor.

24. Failure to Fill Positions:

- a. If PROVIDER is routinely late in filling positions or is unable to fill positions (either with their own staff or through a sub-contractor), then Tarrant County may terminate the contract with PROVIDER.

C. TEMPORARY TO PERMANENT OPTION:

- 1. A temporary working under this contract is eligible for permanent placement with Tarrant County after he or she has worked at a Tarrant County location for seven hundred twenty (720) hours
- 2. If the temporary is hired by Tarrant County prior to the seven hundred twenty (720) hour period, the PROVIDER will be paid:

Buyout Amount	
Hours	Percentage of the worker's first year annual base salary
00-640	10%
641-720	8%
720+	No Fee

D. TARRANT COUNTY RESPONSIBILITIES:

1. A Tarrant County representative, from the requesting department, will notify the PROVIDER and provide details such as the position needed, location, and projected start and end dates.
2. Tarrant County will accept temporary associates who meet the qualifications for the specific positions as defined by Tarrant County in its written job descriptions and specifications. Tarrant County shall have the right of refusal where Tarrant County has determined that the temporary associate is not qualified for the position requested.
3. Tarrant County will provide appropriate orientation for assigned Temporary Healthcare Personnel relevant to the position. The orientation length and extent are at the direction and discretion of Tarrant County. Tarrant County will orient temporary associates, at its cost, to Tarrant County rules, regulations, policies, procedures, dress code, physical layout, emergency protocol, emergency evacuation, and equipment on any unit to which the temporary associated is assigned. This is understood to be an ongoing process.
4. Tarrant County will provide specific training on types and use of safety devices and equipment available and approved by Tarrant County.
5. Tarrant County will provide supervision of assigned Temporary Healthcare Personnel while they are providing services to Tarrant County.
6. Tarrant County will maintain a safe working environment and provide all appropriate personal protective equipment, including but not limited to gloves, gowns, masks, particulate respirator masks, goggles and other protective apparel, as appropriate for assignment.
7. Tarrant County furnish all equipment and supplies necessary for the services rendered by the assigned temporaries.
8. Tarrant County agrees to contact PROVIDER regarding any unsatisfactory performance or conduct by a temporary associate, as soon as reasonably practicable.

E. TERM

The term of this agreement is for twelve (12) months, effective _____, 2024, and may be renewed for up to two (2) additional twelve (12) month periods by providing written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the current term. After the first year, either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach in not cured within said time, the non-breaching party may terminate the contract effective the next day by giving a written notice of termination.

Either party may terminate this agreement, with or without cause, upon thirty

(30) days prior written notice in accordance with Section G of this agreement.

F. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

G. NOTICES AND COMMUNICATIONS

Except as directed otherwise in this agreement, all notices or other communications shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail postage prepaid, certified mail, return receipt requested and addressed as follows:

PROVIDER:

Nirvana Sky Group LLC d/b/a 24/7 Healthcare Pros
1000 W 8th Street, 507
Los Angeles, CA 90017

Tarrant County
Purchasing Department
100 E. Weatherford St., Suite 303
Fort Worth, TX 76196

H. PRICE

1. Tarrant County will pay the following Bill Rates to Provider for Temporary Healthcare Personnel services under this contract:

<u>Job Positions</u>	<u>Hourly Bill Rate per Hour worked</u>	<u>Night Shift 6PM-11PM and Weekends (only when not given 2 consecutive days off)</u>	<u>Holiday Bill Rate per Hour worked</u>	<u>Overtime Bill Rate per Hour worked, beginning at 40.25 hours</u>
Physician (MD or DO)	\$270.00	\$317.25	\$405.00	\$405.00
Nurse Practitioner (NP)	\$118.00	\$138.65	\$177.00	\$177.00
Physician's Assistant (PA)	\$118.00	\$138.65	\$177.00	\$177.00
Registered Nurse (RN)	\$76.00	\$89.30	\$114.00	\$114.00
Licensed Vocational Nurse (LVN)	\$61.00	\$71.68	\$91.50	\$91.50
Phlebotomist/Laboratory Technician	\$38.00	\$44.65	\$57.00	\$57.00
Certified Medical Assistant (CMA)	\$35.00	\$41.13	\$52.50	\$52.50
General Medical Radiologic Technologist	\$67.00	\$78.73	\$100.50	\$100.50

2. PROVIDER will bill for services performed in accordance with this contract.
3. PROVIDER will send a monthly invoice to Tarrant County Public Health, 1101 South Main, Suite 2419, Fort Worth, Texas 76104 and the Tarrant County Auditor's Office, 100 E. Weatherford St., Suite 506, Fort Worth, TX 76196-0103.
4. PROVIDER's invoice will detail the services provided.

I. INSURANCE REQUIREMENTS

Prior to the commencement of any work and throughout the term of the contract and extensions, PROVIDER will submit evidence of the minimum insurance limits as outlined in RFQ F2024099, Annual Contract for Temporary Healthcare Personnel.

J. INDEMNIFICATION FOR LOSS, DAMAGE OR CLAIM

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS (INCLUDING EMPLOYMENT-RELATED CLAIMS), ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF VENDOR, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

THIS AGREEMENT.

K. INDEPENDENT CONTRACTOR RELATIONSHIP AND EXCLUSION OF THIRD PARTY BENEFICIARY

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. In addition, no person not a party to this agreement may bring a cause of action pursuant to this agreement as a third party beneficiary.

L. HEADINGS

The article and section headings in this agreement are for convenience and reference only and will not be construed or held in any way to explain, modify, amplify, or add to the interpretation, construction, or meaning of this agreement.

M. ILLEGALITY

If any one or more of the provisions contained in this agreement, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this agreement.

N. CONFIDENTIALITY

To the extent permitted by Texas law, the Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable as allowed under Texas law. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

O. ENTIRE AGREEMENT

This agreement, along with RFQ No. F2024099 entitled Requests for Qualifications for Annual Contract for Temporary Healthcare Personnel (“RFQ”) and Contractor’s response to the RFQ, constitute the entire agreement between the parties, and any and all prior negotiations are merged into this agreement. Any amendment, change, or addition to this agreement shall be made only in writing and signed by both parties.

P. LAW AND VENUE

This agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this agreement will be in Tarrant County, Texas, as to state court actions, and the United States District for the Northern District of Texas, as to federal court actions.

THIS AGREEMENT is executed in several counterparts, each of which is deemed an original, this ___ day of _____ 2024.

TARRANT COUNTY

NIRVANA SKY GROUP LLC
d/b/a 24/7 HEALTHCARE PROS
("PROVIDER")

County Judge



APPROVED AS TO FORM:

Criminal District Attorney’s Office*

*By law, the Criminal District Attorney’s Office may only approve contracts for its clients. We reviewed this document as to form from our client’s legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

09262024

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

TARRANT COUNTY PUBLIC HEALTH
THIRD-PARTY CONFIDENTIALITY AND PRIVACY AGREEMENT
2024

This agreement applies to community partners, guests, volunteers, contractors, and other non-workforce members (“third parties”) of Tarrant County Public Health (TCPH).

Tarrant County is a designated Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA); TCPH is a public health authority of the United States government at the local level. We are required to balance the obligations of both roles with compassion, excellence, and integrity.

As a third-party, you must agree to follow the terms described below, and acknowledge that you will be held accountable for your conduct in accordance with these guiding principles:

REGULATORY ADHERENCE

1. I understand that there are state and federal laws and regulations which address the actions and requirements of my engagement with TCPH, including regulations that ensure the confidentiality of an individual’s identifiable health information.
2. I understand that I am responsible for complying with relevant County and/or Public Health policies and procedures, and that I will be provided a copy or a summary of policies to which I am expected to comply.
3. I understand that the TCPH Division or Program for which I am involved may be subject to additional privacy and confidentiality policies mandated by the State of Texas, or by grant or contract requirements, and that I am responsible to know and comply with these policies.
4. I understand the importance of knowing the definitions of terms like *Personally Identifiable Information (PII)*, *Sensitive Personally Identifiable Information (SPII)*, and *Protected Health Information (PHI)*, in the application of my work.
 - a. **Personally Identifiable Information (PII)** is information that can be used to distinguish or trace an individual’s identity, such as name, date and place of birth, mother’s maiden name, or biometric records, and other information that is linked or linkable to a specific individual, such as medical, educational, financial, and employment information.
 - b. **Sensitive Personally Identifiable Information (SPII)** can include your full name, Social Security Number, driver’s license or passport information, financial information including credit card numbers, and medical records. This kind of information may be used to identify an individual on its own and requires special handling. Not all PII is sensitive.
 - c. **Protected Health Information (PHI)** is the term given to health data created, received, stored, or transmitted by HIPAA-covered entities and their business associates in relation to the provision of care, healthcare operations and payment for healthcare services. Electronic PHI may be referred to as ePHI. PHI includes all individually identifiable health information, including demographic data, medical histories, test results, insurance information and other information used to identify a patient or to provide health services or coverage. When individually identifiable health information is used by a HIPAA covered entity or business associate it is classified as PHI. The United States Code of Federal Regulations defines PHI and provides a list of individually identifiable health information.

Those identifiers include:

- i. Names (Full or last name and initial)
 - ii. All geographical identifiers smaller than a state, except for the initial three digits of a zip code*
 - iii. Dates (other than year) directly related to an individual
 - iv. Phone Numbers
 - v. Fax numbers
 - vi. Email addresses
 - vii. Social Security numbers
 - viii. Medical record numbers
 - ix. Health insurance beneficiary numbers
 - x. Account numbers
 - xi. Certificate/license numbers
 - xii. Vehicle identifiers (including serial numbers and license plate numbers)
 - xiii. Device identifiers and serial numbers
 - xiv. Web Uniform Resource Locators (URLs)
 - xv. Internet Protocol (IP) address numbers
 - xvi. Biometric identifiers, including finger, retinal and voice prints
 - xvii. Full face photographic images and any comparable images
 - xviii. Any other unique identifying number, characteristic, or code except the unique code assigned by the investigator to code the data.
5. I understand that TCPH may refer to PII, SPII, PHI and other information protected by law or statute as “confidential”, “private”, “sensitive” or another similar term. I agree to treat all such information with the highest degree of responsibility.

PRIVACY, SECURITY & INTEGRITY

1. Because I may have direct or indirect access to privileged or confidential information for the purpose of my engagement, I agree to protect the confidentiality and integrity of any information which may be sensitive or private, including PII, SPII, and PHI.
2. I understand that a medical record or any information taken from a medical record is privileged and confidential.
3. I understand that I am prohibited from using my privileged access to information for personal reasons. This includes access to electronic or paper health records.
 - a. I understand that I am not to access records for myself, my family members, or anyone I know **for any reason**, *except that*:
 - b. I am permitted to look up records for a person that I know when I have a specific business purpose for accessing the record.
 - c. If I need a copy of TCPH records for myself or my family, I will follow the process in place for patients or clients to request records from TCPH.
4. I will only use and disclose confidential information to the extent that it is necessary for the purpose of my engagement or to the extent that it is required by law. I will not discuss confidential information with people who are not authorized, and/or who do not have a need to know it.

5. I will keep any confidential information I have access to of the view of unauthorized persons and will conduct conversations in a secure or private area when possible.
6. I understand that I may share limited patient information for the purpose of treatment, payment, and healthcare operations, and that it is important to be certain that I can legally disclose information *prior* to sharing it.
7. I understand that some disclosures are required by law, and when I make disclosures of this kind, it does not violate this agreement, nor privacy laws. I will seek advice if I am unsure about required disclosures.
8. I understand that I must ensure that a patient's authorization is given to share information for most purposes other than treatment, payment, and healthcare operations.
9. I will securely dispose of confidential documents, according to TCPH policy.
10. Unless specifically authorized by the Health Director, I will not speak to the media or otherwise communicate on the County's behalf. This includes statements about any County business, including information about TCPH patients or clients.
11. I will use social media responsibly. I will not speak for TCPH, will not reveal confidential information about the County, or its patients. If I mention that I am associated with Tarrant County, I will make clear that my views are my own, and not representative of the County or TCPH.
12. I will participate in or complete required training programs, including those specific to federal and state privacy and security rules.
13. I will not use County equipment, resources, or supplies provided to me for the purpose of performing my work for any personal reason. This includes personal communications, internet browsing, use of software or supplies, personal printing, etc.
14. I will not use another person's password to access any information system, nor will I disclose my own password to another person.
15. I agree to follow the highest ethical standards in the performance of my duties.
16. I will maintain accurate work records, whether in electronic or paper form.
17. I will not make false statements or data entries or change transactions to cover up something improper.

Should questions arise about how to protect or share information to which I have access, I will immediately contact my project supervisor and/or the TCPH Compliance Office.

INCIDENT REPORTING

1. If I become aware of a use or disclosure of information that I believe may be in violation of HIPAA regulations, TCPH policies, or state or federal law, I will immediately contact the following:
 - a. my project supervisor and/or my primary TCPH contact.
 - b. the TCPH Compliance Office, via email to PHCompliance@tarrantcountytx.gov or telephone 817-884-2361.
2. I understand my responsibility to immediately contact the Compliance Office and my project supervisor in the event of lost or stolen equipment or information (including but not limited to records, images, devices and media of all types) which may contain PHI or other confidential data.
3. I agree to report to the Compliance Office if I have any concerns about the accuracy of business records, including suspected falsification, up-coding, fraud or misconduct.

4. I will keep information regarding the administrative and regulatory activities of the department confidential. These activities include:
 - a. Internal and external workplace investigations
 - b. Regulatory visits or survey schedules and their results
 - c. Patient, client, and employee complaints
 - d. Law enforcement or legal actions, including litigation
 - e. Personnel actions, including disciplinary actions of any level
5. Upon separation or completion of my work for TCPH:
 - a. I agree to continue to maintain the confidentiality and privacy of any information I learned while at TCPH, and
 - b. I agree to return all TCPH property, including but not limited to keys, access cards, records, equipment, or any other device that would provide access to TCPH or its information.
 - c. I will not attempt to use login credentials or passwords provided for my use as a business partner, agent, contractor, or volunteer of TCPH.

ATTESTATION

1. I understand that this signed agreement will be retained on file for future reference.
2. I understand that there may be sanctions or disciplinary action resulting from failure to comply with HIPAA privacy and security standards, County or TCPH policies on which I have been briefed, and relevant federal or state policies and regulations.
3. I understand that a violation of this agreement could result in disciplinary action, which may include the termination of my engagement with Tarrant County, and potential exclusion from performing work with Tarrant County in the future.
4. I understand that, depending upon the circumstances of my actions, I may be subject to additional penalties imposed by Federal or State law.

I have read this agreement in full. I agree to abide by its terms.

Guest Contractor Volunteer Community Partner Other: _____

Print Name: Jane Kasebwa

Signature: 

Date: 9/30/2024

This agreement is valid for two years after the date of signature, unless a more recent version of the agreement is signed by the employee.



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**TARRANT COUNTY TEMPORARY HEALTHCARE PERSONNEL
SERVICES AGREEMENT**

A. INTRODUCTION

This agreement is made between Tarrant County, Texas ("COUNTY") and Tryfacta, Inc. ("PROVIDER"), having its principal place of business at 4637 Chabot Drive, Suite 100, Pleasanton, CA 94588 for the purpose of providing temporary healthcare personnel services for Tarrant County and shall be effective _____, 2024.

B. SCOPE OF PROVIDER SERVICES

PROVIDER will provide Temporary Healthcare Personnel including the following positions: Physician, Nurse Practitioner (NP), Physician's Assistant (PA), Registered Nurse (RN), Licensed Vocational Nurse (LVN), Phlebotomist/Laboratory Technician, Certified Medical Assistant (CMA), and General Medical Radiologic Technologists, on an as-needed, as-requested basis. PROVIDER will be given a deadline for filling an open position, based on the need at that time. If the PROVIDER is unable to fill the position by the set deadline, Tarrant County may choose to use another provider. Tarrant County reserves the right to reject any or all individuals selected by the Vendor.

PROVIDER WILL:

1. Provide temporary healthcare personnel, as needed, who meet at least the minimum qualifications outlined in Tarrant County's Request for Qualifications (RFQ) No. F2024099, Annual Contract for Temporary Healthcare Personnel. No person currently employed by Tarrant County may be assigned to work at any Tarrant County facility as a temporary under this contract.
2. Assign one (1) representative to the Tarrant County contract as the first point-of-contact. If the assigned individual is replaced, Tarrant County should be notified as soon as possible.
3. Return calls within four (4) hours, 24 hours per day and 7 days per week (24/7).
4. Provide a contact number for after-hours contact, as indicated in RFQ response.
5. Conduct background Screenings on all Temporaries:
 - a. To the extent permissible by law, the PROVIDER shall conduct, pay for, and submit verification of conducting a background check covering the last seven (7)

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

years on all Temporary Healthcare Personnel assigned to Tarrant County. Background check must include, but not be restricted to the following:

- 1) Verification of previous employment.
- 2) Verification of education, licensure and/or certification.
- 3) Criminal activity background check to include:
 - National Criminal Search,
 - State Criminal Search,
 - County Criminal Search to include: Tarrant, Dallas, Collin, Denton and other applicable counties,
 - Federal Criminal Search,
 - Nationwide Wants and Warrants,
 - Social Security Number (SSN) Verification,
 - Past Address History,
 - Sex Offender Registry Search.
- 4) Pre-employment drug screen with confirmatory testing in the event of a positive screen. Drug screen should be a ten (10) panel test and include commonly known abused substances.
- b. Communicable Disease Screenings:
 - 1) PROVIDER must ensure that all temporary Healthcare Personnel assigned to Tarrant County comply with the Tarrant County Public Health communicable disease requirements for Healthcare Personnel. All histories must have supporting documentation. All temporaries who provide direct patient care shall meet at a minimum the following requirements:
 - a) Tuberculosis Testing: For any Healthcare Personnel who tests positive, the PROVIDER must present documentation of treatment status. For Healthcare Personnel with previous known positive skin tests, the PROVIDER must present a yearly screening of clinical symptoms for active tuberculosis.
 - b) Vaccination, and/or evidence of immunity for the following: Hepatitis A, Hepatitis B, MMR (measles/mumps/rubella), Chicken Pox (Varicella), Tetanus, diphtheria, and acellular pertussis (Td/TdaP), and Influenza.
 - c) PROVIDER or temporary Healthcare Personnel, will bear the costs associated with providing any testing, documentation, examination, vaccinations or immunizations necessary to comply with the requirements of this RFQ and any Tarrant County policies.
 - d) Both parties agree that release of healthcare information may be subject to proper written authorization and it shall be the PROVIDER'S responsibility to obtain such authorization.
6. Before a temporary may start their assignment, the PROVIDER must submit the following information to the Tarrant County division that made the temporary Healthcare Personnel request:
 - a. Name.
 - b. License number.
 - c. Specialty, if applicable.
 - d. Estimated time available for the temporary assignment.
 - e. Background screening.
 - f. Last 4 digits of their social security number.
 - g. Documentation of communicable disease screenings.
7. At the request of Tarrant County, the PROVIDER shall submit verification of:

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

orientation provided to personnel, peer review mechanism, performance improvement (Quality Assurance, Continuous Quality Improvement) programs, and annual credentialing. Verification must be submitted immediately upon request by Tarrant County.

8. At the request of Tarrant County, the PROVIDER shall assist Tarrant County in scheduling interviews with proposed temporary personnel.
9. The following minimum requirements must be communicated by the PROVIDER to the temporary Healthcare Personnel prior to them being assigned as a temporary at Tarrant County:
 - a. Tarrant County's drug free workplace policy prohibits the unlawful manufacture, distribution, dispensation, possession, or use of alcohol and controlled substances in the workplace. Employees, temporary or otherwise, may not report to work under in the influence of inhalants, alcohol or drugs, or have the odor of alcohol or drugs on their breath.
10. The PROVIDER agrees not to assign or refer any temporary for duties at a Tarrant County facility if they are:
 - a. Under indictment for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - b. Under investigation by any Texas Medical Licensing Board or have license restrictions due to a settled action after investigation.
 - c. Subject to other judicial action and has posted bail or bond while awaiting trial for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - d. On deferred adjudication or parole for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - e. Under suspension by the PROVIDER, whether that suspension has been placed in effect for a confirmed impropriety or for investigative purposes.
 - f. Suffering any degree of physical or mental incapacitation.
 - g. Has restrictions on his or her license through the regulating board.
11. Time Sheets:
 - a. The PROVIDER must provide their temporaries with appropriate form(s) for documenting time worked. These time sheets must meet Tarrant County minimum standards with respect to information to be entered, including:
 - 1) Name of temporary employee.
 - 2) Name and responsibility number of the employee's unit of assignment.
 - 3) A brief description of services rendered.
 - 4) Date, time, and number of hours worked.
 - 5) The signature of the temporary employee.
 - 6) The signature of the designated department representative.
12. All temporary Healthcare Personnel shall be subject to the continuing acceptance of Tarrant County, which reserves the right to reject the PROVIDER'S assigned personnel when, in the opinion of Tarrant County, the retention of that individual is not in the best interest of Tarrant County, its employees, medical staff, patients and/or visitors. Such rejection may be exercised with or without cause and without effect on the contract. The Vendor is responsible for notifying the assigned personnel of the rejection after notification by Tarrant County representative.
13. PROVIDER must comply with all laws, ordinances, rules, and regulations which govern the work specified in this contract.

14. Peer Review:

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- a. PROVIDER assumes full responsibility for conducting peer review of registered nurses and licensed vocational nurses in accordance with the laws of the State of Texas and the Texas Nurse Practice Act. Upon request, PROVIDER shall disclose written and oral communications and the records and proceedings of the peer review to the District's nurse peer review committee and Tarrant County as applicable.
- 15. Depending on the clinic or location the temporary employee is assigned to work, the employee may be required to sign the Public Health Confidentiality and Privacy Agreement (Attachment A).
- 16. All temporary Healthcare Personnel are required to dress appropriately for their jobs. Clothing should be clean, neat, and comfortable. Apparel that creates a distraction or presents a potential safety hazard should not be worn in the workplace. Proper dress code includes a photo identification (ID) badge. PROVIDER will provide each temporary employee an ID badge with a picture and clearly identifiable credentials.
- 17. All temporary Healthcare Personnel shall meet all continuing education (CE) and regulatory requirements appropriate to their duties, certification(s), and license(s), at their own expense.
- 18. Upon discovering a medical or healthcare error, the temporary employee must report the error as soon as it becomes known to them. Failure to do so will result in an investigation of the incident with appropriate actions taken at the conclusion of the investigation. The temporary employee may be required to complete a written report.
 - a. Patient safety medical or healthcare errors are defined as:
 - 1) Unintended acts, either of omission or commission, or acts that do not achieve their intended outcome.
 - 2) The failure of a planned action to be completed as intended (i.e., error of execution) or the use of a wrong plan to achieve an action (i.e., error of execution).
- 19. Temporaries must park in the visitor's parking lot. Tarrant County will not be responsible for payment of parking fees, towing, mileage, fuel, damage or loss to vehicle.
- 20. Temporaries must sign in and out of designated areas according to standard written procedures and report to the person in charge.
- 21. Scheduling:
 - a. Once the PROVIDER confirms acceptance of a work assignment, Tarrant County may cancel the assignment after the PROVIDER'S acceptance.
 - b. Tarrant County will pay for four (4) hours if the employee arrives at the assigned department prior to cancellation.
 - c. Temporaries should not be scheduled more than forty (40) hours per week. Tarrant County does not pay overtime in the normal course of business. Overtime will be paid on an exception basis only and must be pre-approved by and authorized by the Tarrant County manager to whom the temporary is reporting.
 - d. Holiday pay rates may be available but will be for Tarrant County approved holidays only. Holiday pay rates will only be paid if the temporary works on the holiday. The following holidays will be recognized: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day.
- 22. Payroll:

- a. PROVIDER accepts full responsibility for the payment of wages, compensation, and benefits to its personnel, including compliance with the Affordable Care Act, insurance coverage, etc.
 - b. PROVIDER further accepts responsibility for payment of all taxes, assessments, fees, and fines that may be due and owing to any State or Federal government.
23. Provider Performance Standards:
- a. Tarrant County must be completely satisfied with the performance of every assigned temporary. If not satisfied, PROVIDER must replace the temporary as soon as possible after notification, subject to the conditions listed above.
 - b. Temporaries are assigned to work for a specific department. They may be reassigned within the department based on their level of competency, patient care experience, and the healthcare needs of the patients.
 - c. Temporary Healthcare Personnel whose performance exposes a patient or other person unnecessarily to a risk of harm, engages in unprofessional conduct, or whose practice fails to conform to the minimum standards of acceptable practice for their area or profession, may be designated as a "No Return to any Tarrant County Facility".
 - d. PROVIDER will report to Tarrant County any assigned temporary undergoing investigation by his or her appropriate regulatory board or who is participating in any substance abuse rehab program. Such notification must be made verbally to the designated Tarrant County contact person of the using facility within twenty-four (24) hours of the Vendor becoming aware of such status, followed in writing to the Tarrant County Local Health Authority/Medical Health Director.
 - e. PROVIDER agrees that any temporary identified by Tarrant County as "No Return to any Tarrant County Facility" may not work nor be dispatched to work at any Tarrant County facility. Vendor employees designated as "No Return" may be dispatched to a Tarrant County facility only after Tarrant County removes the "No Return" status in writing to the Vendor.
24. Failure to Fill Positions:
- a. If PROVIDER is routinely late in filling positions or is unable to fill positions (either with their own staff or through a sub-contractor), then Tarrant County may terminate the contract with PROVIDER.

C. TEMPORARY TO PERMANENT OPTION:

- 1. A temporary working under this contract is eligible for permanent placement with Tarrant County after he or she has worked at a Tarrant County location for seven hundred twenty (720) hours
- 2. If the temporary is hired by Tarrant County prior to the seven hundred twenty (720) hour period, the PROVIDER will be paid:

Buyout Amount	
Hours	Percentage of the worker's first year annual base salary
00-640	10%
641-720	8%
720+	No Fee

D. TARRANT COUNTY RESPONSIBILITIES:

1. A Tarrant County representative, from the requesting department, will notify the PROVIDER and provide details such as the position needed, location, and projected start and end dates.
2. Tarrant County will accept temporary associates who meet the qualifications for the specific positions as defined by Tarrant County in its written job descriptions and specifications. Tarrant County shall have the right of refusal where Tarrant County has determined that the temporary associate is not qualified for the position requested.
3. Tarrant County will provide appropriate orientation for assigned Temporary Healthcare Personnel relevant to the position. The orientation length and extent are at the direction and discretion of Tarrant County. Tarrant County will orient temporary associates, at its cost, to Tarrant County rules, regulations, policies, procedures, dress code, physical layout, emergency protocol, emergency evacuation, and equipment on any unit to which the temporary associated is assigned. This is understood to be an ongoing process.
4. Tarrant County will provide specific training on types and use of safety devices and equipment available and approved by Tarrant County.
5. Tarrant County will provide supervision of assigned Temporary Healthcare Personnel while they are providing services to Tarrant County.
6. Tarrant County will maintain a safe working environment and provide all appropriate personal protective equipment, including but not limited to gloves, gowns, masks, particulate respirator masks, goggles and other protective apparel, as appropriate for assignment.
7. Tarrant County furnish all equipment and supplies necessary for the services rendered by the assigned temporaries.
8. Tarrant County agrees to contact PROVIDER regarding any unsatisfactory performance or conduct by a temporary associate, as soon as reasonably practicable.

E. TERM

The term of this agreement is for twelve (12) months, effective _____, 2024, and may be renewed for up to two (2) additional twelve (12) month periods by providing written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the current term. After the first year, either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach is not cured within said time, the non-breaching party may terminate the contract effective the next day by giving a written notice of termination.

Either party may terminate this agreement, with or without cause, upon thirty (30) days prior written notice in accordance with Section G of this

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

agreement.

F. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

G. NOTICES AND COMMUNICATIONS

Except as directed otherwise in this agreement, all notices or other communications shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail postage prepaid, certified mail, return receipt requested and addressed as follows:

PROVIDER:
Tryfacta, Inc.
4637 Chabot Drive, Suite 100
Pleasanton, CA 94588

Tarrant County
Purchasing Department
100 E. Weatherford St., Suite 303
Fort Worth, TX 76196

H. PRICE

1. Tarrant County will pay the following Bill Rates to Provider for Temporary Healthcare Personnel services under this contract:

<u>Job Positions</u>	<u>Hourly Bill Rate per Hour worked</u>	<u>Night Shift 6PM-11PM and Weekends (only when not given 2 consecutive days off)</u>	<u>Holiday Bill Rate per Hour worked</u>	<u>Overtime Bill Rate per Hour worked, beginning at 40.25 hours</u>
Physician (MD or DO)	\$234.00	\$257.40	\$351.00	\$351.00
Nurse Practitioner (NP)	\$ 149.50	\$164.45	\$224.25	\$224.25
Physician's Assistant (PA)	\$ 156.00	\$171.60	\$234.00	\$234.00
Registered Nurse (RN)	\$ 91.00	\$100.10	\$136.50	\$136.50
Licensed Vocational Nurse (LVN)	\$49.40	\$54.34	\$74.10	\$74.10
Phlebotomist/Laboratory Technician	\$39.00	\$42.90	\$58.50	\$58.50
Certified Medical Assistant (CMA)	\$35.10	\$38.61	\$52.65	\$52.65
General Medical Radiologic Technologist	\$78.00	\$85.80	\$117.00	\$117.00

2. PROVIDER will bill for services performed in accordance with this contract.
3. PROVIDER will send a monthly invoice to Tarrant County Public Health, 1101 South Main, Suite 2419, Fort Worth, Texas 76104 and the Tarrant County Auditor's Office, 100 E. Weatherford St., Suite 506, Fort Worth, TX 76196-0103.
4. PROVIDER's invoice will detail the services provided.

I. INSURANCE REQUIREMENTS

Prior to the commencement of any work and throughout the term of the contract and extensions, PROVIDER will submit evidence of the minimum insurance limits as outlined in RFQ F2024099, Annual Contract for Temporary Healthcare Personnel.

J. INDEMNIFICATION FOR LOSS, DAMAGE OR CLAIM

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS (INCLUDING EMPLOYMENT-RELATED CLAIMS), ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF VENDOR, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER

CONTRACT FOR TEMPORARY HEALTHCARE PERSONNEL SERVICES

THIS AGREEMENT.

K. INDEPENDENT CONTRACTOR RELATIONSHIP AND EXCLUSION OF THIRD PARTY BENEFICIARY

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. In addition, no person not a party to this agreement may bring a cause of action pursuant to this agreement as a third party beneficiary.

L. HEADINGS

The article and section headings in this agreement are for convenience and reference only and will not be construed or held in any way to explain, modify, amplify, or add to the interpretation, construction, or meaning of this agreement.

M. ILLEGALITY

If any one or more of the provisions contained in this agreement, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this agreement.

N. CONFIDENTIALITY

To the extent permitted by Texas law, the Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable as allowed under Texas law. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

O. ENTIRE AGREEMENT

This agreement, along with RFQ No. F2024099 entitled Requests for Qualifications for Annual Contract for Temporary Healthcare Personnel (“RFQ”) and Contractor’s response to the RFQ, constitute the entire agreement between the parties, and any and all prior negotiations are merged into this agreement. Any amendment, change, or addition to this agreement shall be made only in writing and signed by both parties.

P. LAW AND VENUE

This agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this agreement will be in Tarrant County, Texas, as to state court actions, and the United States District for the Northern District of Texas, as to federal court actions.

THIS AGREEMENT is executed in several counterparts, each of which is deemed an original, this ___ day of 2024.

TARRANT COUNTY

**TRYFACTA, INC.
 (“PROVIDER”)**

County Judge

Arman Dhar

Digitally signed by Arman Dhar
Date: 2024.09.30 09:00:15 -07'00'

APPROVED AS TO FORM:

Criminal District Attorney’s Office*

*By law, the Criminal District Attorney’s Office may only approve contracts for its clients. We reviewed this document as to form from our client’s legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

09262024

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

TARRANT COUNTY PUBLIC HEALTH
THIRD-PARTY CONFIDENTIALITY AND PRIVACY AGREEMENT
2024

Tryfacta, Inc.

This agreement applies to community partners, guests, volunteers, contractors, and other non-workforce members (“third parties”) of Tarrant County Public Health (TCPH).

Tarrant County is a designated Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA); TCPH is a public health authority of the United States government at the local level. We are required to balance the obligations of both roles with compassion, excellence, and integrity.

As a third-party, you must agree to follow the terms described below, and acknowledge that you will be held accountable for your conduct in accordance with these guiding principles:

REGULATORY ADHERENCE

1. I understand that there are state and federal laws and regulations which address the actions and requirements of my engagement with TCPH, including regulations that ensure the confidentiality of an individual’s identifiable health information.
2. I understand that I am responsible for complying with relevant County and/or Public Health policies and procedures, and that I will be provided a copy or a summary of policies to which I am expected to comply.
3. I understand that the TCPH Division or Program for which I am involved may be subject to additional privacy and confidentiality policies mandated by the State of Texas, or by grant or contract requirements, and that I am responsible to know and comply with these policies.
4. I understand the importance of knowing the definitions of terms like *Personally Identifiable Information (PII)*, *Sensitive Personally Identifiable Information (SPII)*, and *Protected Health Information (PHI)*, in the application of my work.
 - a. **Personally Identifiable Information (PII)** is information that can be used to distinguish or trace an individual’s identity, such as name, date and place of birth, mother’s maiden name, or biometric records, and other information that is linked or linkable to a specific individual, such as medical, educational, financial, and employment information.
 - b. **Sensitive Personally Identifiable Information (SPII)** can include your full name, Social Security Number, driver’s license or passport information, financial information including credit card numbers, and medical records. This kind of information may be used to identify an individual on its own and requires special handling. Not all PII is sensitive.
 - c. **Protected Health Information (PHI)** is the term given to health data created, received, stored, or transmitted by HIPAA-covered entities and their business associates in relation to the provision of care, healthcare operations and payment for healthcare services. Electronic PHI may be referred to as ePHI. PHI includes all individually identifiable health information, including demographic data, medical histories, test results, insurance information and other information used to identify a patient or to provide health services or coverage. When individually identifiable health information is used by a HIPAA covered entity or business associate it is classified as PHI. The United States Code of Federal Regulations defines PHI and provides a list of individually identifiable health information.

Those identifiers include:

- i. Names (Full or last name and initial)
 - ii. All geographical identifiers smaller than a state, except for the initial three digits of a zip code*
 - iii. Dates (other than year) directly related to an individual
 - iv. Phone Numbers
 - v. Fax numbers
 - vi. Email addresses
 - vii. Social Security numbers
 - viii. Medical record numbers
 - ix. Health insurance beneficiary numbers
 - x. Account numbers
 - xi. Certificate/license numbers
 - xii. Vehicle identifiers (including serial numbers and license plate numbers)
 - xiii. Device identifiers and serial numbers
 - xiv. Web Uniform Resource Locators (URLs)
 - xv. Internet Protocol (IP) address numbers
 - xvi. Biometric identifiers, including finger, retinal and voice prints
 - xvii. Full face photographic images and any comparable images
 - xviii. Any other unique identifying number, characteristic, or code except the unique code assigned by the investigator to code the data.
5. I understand that TCPH may refer to PII, SPII, PHI and other information protected by law or statute as “confidential”, “private”, “sensitive” or another similar term. I agree to treat all such information with the highest degree of responsibility.

PRIVACY, SECURITY & INTEGRITY

1. Because I may have direct or indirect access to privileged or confidential information for the purpose of my engagement, I agree to protect the confidentiality and integrity of any information which may be sensitive or private, including PII, SPII, and PHI.
2. I understand that a medical record or any information taken from a medical record is privileged and confidential.
3. I understand that I am prohibited from using my privileged access to information for personal reasons. This includes access to electronic or paper health records.
 - a. I understand that I am not to access records for myself, my family members, or anyone I know **for any reason**, *except that*:
 - b. I am permitted to look up records for a person that I know when I have a specific business purpose for accessing the record.
 - c. If I need a copy of TCPH records for myself or my family, I will follow the process in place for patients or clients to request records from TCPH.
4. I will only use and disclose confidential information to the extent that it is necessary for the purpose of my engagement or to the extent that it is required by law. I will not discuss confidential information with people who are not authorized, and/or who do not have a need to know it.

5. I will keep any confidential information I have access to of the view of unauthorized persons and will conduct conversations in a secure or private area when possible.
6. I understand that I may share limited patient information for the purpose of treatment, payment, and healthcare operations, and that it is important to be certain that I can legally disclose information *prior* to sharing it.
7. I understand that some disclosures are required by law, and when I make disclosures of this kind, it does not violate this agreement, nor privacy laws. I will seek advice if I am unsure about required disclosures.
8. I understand that I must ensure that a patient's authorization is given to share information for most purposes other than treatment, payment, and healthcare operations.
9. I will securely dispose of confidential documents, according to TCPH policy.
10. Unless specifically authorized by the Health Director, I will not speak to the media or otherwise communicate on the County's behalf. This includes statements about any County business, including information about TCPH patients or clients.
11. I will use social media responsibly. I will not speak for TCPH, will not reveal confidential information about the County, or its patients. If I mention that I am associated with Tarrant County, I will make clear that my views are my own, and not representative of the County or TCPH.
12. I will participate in or complete required training programs, including those specific to federal and state privacy and security rules.
13. I will not use County equipment, resources, or supplies provided to me for the purpose of performing my work for any personal reason. This includes personal communications, internet browsing, use of software or supplies, personal printing, etc.
14. I will not use another person's password to access any information system, nor will I disclose my own password to another person.
15. I agree to follow the highest ethical standards in the performance of my duties.
16. I will maintain accurate work records, whether in electronic or paper form.
17. I will not make false statements or data entries or change transactions to cover up something improper.

Should questions arise about how to protect or share information to which I have access, I will immediately contact my project supervisor and/or the TCPH Compliance Office.

INCIDENT REPORTING

1. If I become aware of a use or disclosure of information that I believe may be in violation of HIPAA regulations, TCPH policies, or state or federal law, I will immediately contact the following:
 - a. my project supervisor and/or my primary TCPH contact.
 - b. the TCPH Compliance Office, via email to PHCompliance@tarrantcountytx.gov or telephone 817-884-2361.
2. I understand my responsibility to immediately contact the Compliance Office and my project supervisor in the event of lost or stolen equipment or information (including but not limited to records, images, devices and media of all types) which may contain PHI or other confidential data.
3. I agree to report to the Compliance Office if I have any concerns about the accuracy of business records, including suspected falsification, up-coding, fraud or misconduct.

