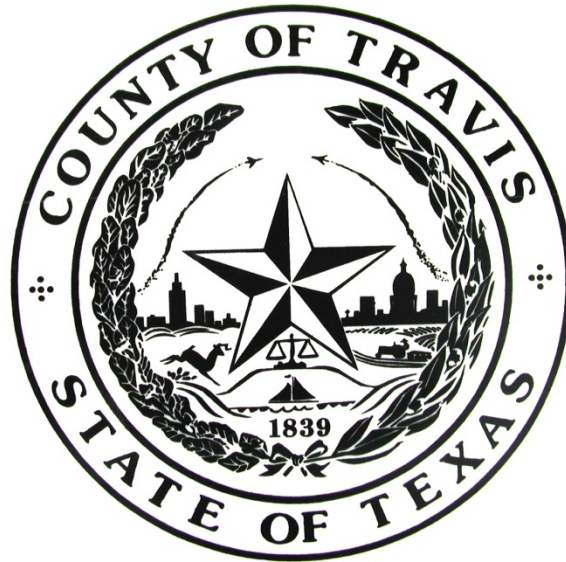


TRAVIS COUNTY PURCHASING OFFICE



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

COUNTY OF TRAVIS

AND

MAXIM HEALTHCARE STAFFING SERVICES, INC.

FOR

**TEMPORARY HEALTHCARE STAFFING SERVICES
CONTRACT NO. 4400006603**

(TRAVIS COUNTY SHERIFF'S OFFICE)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR MEDICAL SERVICES**

This Contract is made and entered into by and between the following Parties: County of Travis, a corporate and political subdivision of Texas, (“County”) and Maxim Healthcare Staffing Services, Inc., (“Contractor”).

WHEREAS, County desires to obtain the services of a qualified contractor to provide medical services for the County and;

WHEREAS, Contractor has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

NOW, THEREFORE, County and Contractor agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 “Commissioners Court” means Travis County Commissioners Court.
- 1.2 “Contractor” means, Maxim Healthcare Staffing Services, Inc.
- 1.3 “County Auditor” means, Travis County Auditor.
- 1.4 “Director” means, Mary Gallo, Travis County Medical Services Director, or her successor.
- 1.5 “Fiscal Year” means the County fiscal year, currently that period beginning on October 1 of one year and continuing through September 30 of the following year.
- 1.6 “Key Contracting Person” means any person or business listed in Exhibit 1 to Attachment D of this Agreement and marked as the Ethics Sworn Declaration.
- 1.7 “Parties” mean Travis County, Texas and Maxim Healthcare Staffing Services, Inc.
- 1.8 “Purchasing Agent” means Travis County Purchasing Agent, Bonnie S. Floyd, MBA, CPPO, CPPB, or her successor.

2.0 ADMINISTRATION OF CONTRACTOR

- 2.1 The Purchasing Agent acts as County’s overall contract administrator. The Purchasing Agent may designate representative to transmit and receive information.

2.2 Authority. The Director or designee will act on behalf of County with respect to the work to be performed under this Contract. The Director shall have complete authority to interpret and define in writing County's policies and decisions with respect to Contractor's services. The Director may designate representatives to transmit instructions and receive information.

3.0 TERM

3.1 Initial Term. The Initial Term of this Contract shall commence upon complete execution by all Parties and shall continue through September 30, 2023, unless sooner terminated as provided herein.

3.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Contract shall renew October 1, 2023 hereafter for four (4) consecutive twelve (12) month terms ending on September 30, 2027, unless sooner terminated by either Party as provided herein.

4.0 CONTRACTOR'S RESPONSIBILITIES

4.1 Scope of Services. Contractor shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Contract, which is expressly incorporated herein and made a part hereof.

4.2 Ethical Standards and Standard of Care. Contractor shall ensure that the persons performing services under this Contract:

4.2.1 perform all assigned services for the duration of the assignment, and exercise all discretionary powers in a manner consistent with applicable standards of professional ethics and their best professional judgment;

4.2.2 perform all services and other obligations in this Contract in a good and workmanlike manner; and

4.2.3 perform all services using at least that standard of care, which a reasonably prudent person in that profession in Travis County, Texas would use in similar circumstances.

4.3 Subcontracting. Except as otherwise specifically provided herein, Contractor is prohibited from hiring or subcontracting with any other person to perform any of Contractor's obligations under this Contract.

4.3.1 Approved Subcontracts for Locum Tenens Physician Services. County hereby approves Contractor's use of Contractor's wholly owned subsidiary, Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners ("MPR") as a subcontractor for all locum tenens physician services, as well as other locum tenens positions as referenced in Attachment A hereto, or other positions or roles as mutually agreed to by the Parties in writing.

4.4 Civil Rights and Equal Opportunity in Employment. During the performance of this Contract, Contractor agrees as follows:

4.4.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to

ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

4.4.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

4.4.3 Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising these labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4.4.4 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

4.4.5 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant to it, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

4.4.6 In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of these rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4.4.7 Contractor will include the portion of the sentence immediately preceding paragraph 4.4.1 and the provisions of paragraphs 4.4.1 through 4.4.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that these provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of this direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.4.8 Contractor shall provide all services under this Contract in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment in accordance with Title VI of the Civil Rights Act of 1964:

4.4.8.1 Compliance with Regulations: Contractor shall comply with the requirements relative to nondiscrimination in Federally-Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1B, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

4.4.8.2 Nondiscrimination: Regarding the services under this Contract Contractor shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 in 9 CFR Part 21, including employment practices.

4.4.8.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment,

4.4.8.3.1 Contractor shall notify each potential subcontractor or supplier of Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4.4.8.3.2 Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—

4.4.8.3.2.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

4.4.8.3.2.2 Meeting contract performance requirements; or

4.4.8.3.2.3 At a reasonable price.

4.4.8.3.3 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

4.4.8.4 Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Contract, County shall impose sanctions that it determines are appropriate including, but not limited to, withholding payments to Contractor under the Contract until Contractor complies, or until cancellation, termination, or suspension of the Agreement, in whole or in part.

4.4.8.5 Incorporation of Provisions: Contractor shall include the portion of the sentence immediately preceding paragraph 4.4.1 and subsection 4.4.8 (regarding nondiscrimination) and 7.3 (regarding reports) in every subcontract, including

procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant to them.

4.4.9 List of Pertinent Nondiscrimination Authorities: Contractor for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4.5 Legal Compliance. Contractor shall comply with all applicable federal laws, regulations, executive order, FEMA policies, procedures and directives as well as state, county, and city laws, rules, regulations, and ordinances applicable to the performance of all services and obligations under this Contract.

4.6 Insurance Requirements. Contractor shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated by reference and made a part of this Contract.

4.7 Federal Anti-Lobbying Certification.

4.7.1 Contractor agrees that its authorized official shall execute the Federal Anti-Lobbying Certification found in Attachment E to this Contract. Attachment E is expressly incorporated in and made a part of this Contract.

4.7.2 No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4.7.3 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.7.4 Contractor shall require that

4.7.4.1 the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements); and

4.7.4.2 all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

4.8 Communications. Contractor may communicate all requests for direction and factual information relating to services performed pursuant to this Contract to the Director and may rely on all factual information supplied by the Director in response to these requests. However, Director shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

4.9 Representations and Warranty. Contractor expressly acknowledges that, in entering into this Contract, County has relied on the representations of Contractor about the persons who will be performing the services and their qualifications, and that any other person must be approved by Commissioners Court before providing services under this Contract. Contractor warrants that all work done will be done by the employees or members of Contractor that are presented as performing the services in Contractor's proposal.

4.10 Professional Licensure/ Certification. Contractor shall maintain all necessary licenses and certifications related to medical services being provided hereunder. Contractor shall provide Director documentation that the provider's license is in good standing with the licensing entity. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, Contractor shall inform County of such event within five (5) working days.

4.11 Certification Regarding Debarment.

4.11.1 Because this Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

4.11.2 Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

4.11.3 This certification is a material representation of fact relied upon by Travis County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA and Travis County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4.11.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring this compliance in its lower tier covered transactions.

4.11.5 Contractor shall complete and update a Certification Regarding Debarment on the form in Attachment F whenever there is a change in status.

4.12 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION. The HUB Declaration Form (if applicable) must be completed and submitted with your response. It includes the explanation and instructions required for completion.

4.13 HIPAA Compliance. Contractor shall ensure that the persons performing services under this Contract comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH; the Genetic Information Nondiscrimination Act of 2008; 42 Code of Federal Regulations, Part 2 which forms the regulations on Confidentiality of

Alcohol and Drug Abuse Patient Records and Tex. Health & Safety Code Ann. §§ 81.046, 181.001, 241.151, and 611.001.

- 4.14 Background Investigations. Contractor shall conduct background and investigations of its employees. The investigations will verify education attainments, licenses and/ or professional certifications as claimed. Additionally, to the extent permitted by applicable law, Contractor shall conduct a criminal background investigation. In conducting the background investigations, Contractor agrees to comply with all provisions of applicable law. Before deploying any person to provide services to County or upon County's written request, Contractor shall provide to County written certification that Contractor has performed the background investigations required herein and Contractor's employee passed such investigations. Contractor agrees to indemnify, defend, settle, and hold County harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses arising from background investigations required herein.
- 4.15 Verification of Non-Discrimination Against Specified Entities. In compliance with Texas Government Code, chapter 2271 and both chapters 2274, Contractor's signature on this Contract serves as written verification that the contractor complies with the following sections:
- a. Contractor does not boycott Israel and will not boycott Israel during the Contract Term;
 - b. Contractor does not boycott energy companies and will not boycott energy companies during the Contract Term; and
 - c. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the Contract Term.

5.0 RESERVED

6.0 COMPENSATION, BILLING AND PAYMENT

6.1 Fees. For and in consideration of the satisfactory performance by Contractor of the services described in Attachment A, Scope of Services, and Contractor's compliance with the terms and conditions of this Contract, County shall pay Contractor in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- | | |
|-------------------------------|--------------------------------|
| 6.1.1 <u>As needed Basis:</u> | Based on rates in Attachment B |
| 6.1.2 <u>Additional Fees:</u> | None. |

6.2 Satisfactory Completion of Services. County shall not be responsible for the costs of any services under this Contract that are not performed to County's satisfaction and given County's approval, which shall not be unreasonably withheld. County's obligation to make any payment to Contractor is dependent upon completion of the services invoiced in a timely, good, and professional manner and at a standard acceptable in Contractor's profession.

6.3 Timely Payment. County shall pay Contractor within thirty (30) days after the receipt of a complete and correct invoice by County Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

6.4 Invoicing. Contractor shall invoice County monthly for services performed pursuant to this

Contract. Contractor is an independent contractor and County shall not pay any customary Travis County benefits, including, but not limited to taxes, worker's compensation, health and retirement benefits, sick leave and vacation and holiday. Invoices shall be submitted by the 10th of the month immediately following the month in which the services were rendered.

6.4.1 County pays by ACH/EFT or check upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below:

Patti Smith, CPA
Travis County Auditor

Preferably via e-mail to: AP@traviscountytexas.gov

or

Via mail to: P.O. Box 1748
Austin, Texas 78767

Contractor may contact the Auditor's Office, Disbursements Division at (512) 854-9125 for assistance with setting up electronic payment through ACH, which deposits payments directly into Contractor's account.

To be "correct and complete," an invoice must include at least the following information:

- 6.4.1.1 Name, address, and telephone number of Contractor, and the name should match the name shown on the W-9 that Contractor submitted to the Auditor's Office;
- 6.4.1.2 Name and address where the payment is to be sent, if payment is by check;
- 6.4.1.3 County Contract Number and County Purchase Order Number;
- 6.4.1.4 Identification of items or services as outlined in the Contract*;
- 6.4.1.5 Quantity or quantities, applicable unit prices, total prices by item, and total invoice amount, and
- 6.4.1.6 Any additional payment information that may be called for by the Contract*.

*Note: Information reflecting Protected Health Information (PHI) or Personally Identifiable Information (PII) must be properly redacted before submission of an invoice to the Auditor's Office to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and other privacy regulations.

Invoices with improperly redacted PHI or PII will not be processed for payment and they will be permanently deleted from our files. For payment to be made, an invoice must be re-submitted. The re-submitted invoice must have all PII/PHI information redacted and appropriately disclosed.

6.4.2 Additional Copy of Invoice: In addition, Contractor shall send a copy of the invoice to:

Ruth Porter (or her successor)
Accountant Associate
Travis County Sheriff's Office

P.O. Box 1748
Austin, TX 78767

If payment is based on percentage of completion, Contractor shall also submit a statement showing the percentage of completion of the work as at the date of the invoice with each invoice, and any additional written information requested by County to document the progress of the work.

6.5 Overpayment. Contractor shall refund to County any money which has been paid to Contractor by County, which County determines has resulted in overpayment to Contractor. Such refund shall be made by Contractor to County within thirty (30) days after the refund is requested by County. If County enters into any subsequent Contract with Contractor and Contractor fails to refund any money owed to County within thirty (30) days of request, County may offset the difference against the next advance or payment payable to Contractor.

6.6 Taxpayer Identification. Contractor shall provide County with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Contract funds are payable.

6.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in the payment of property taxes at the time of invoicing, Contractor hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

6.8 Disbursements to Persons with Outstanding Debt.

6.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of Contractor, or an agent or assignee of Contractor until:

6.8.1.1 the County Treasurer notifies Contractor in writing that the debt is outstanding;
and

6.8.1.2 the debt is paid.

6.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.

6.8.3 County may apply any funds County owes Contractor to the outstanding balance of debt for which notice is made under section 6.8.1.1 above, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.

6.9 Period of Services. County shall not be liable for costs incurred or performances rendered by Contractor before or after the term of this Contract.

6.10 Exemption from County Purchasing Act. Pursuant to Section 262.024 of the Texas Local Government Code, the Commissioners Court hereby orders this Contract exempt from the requirements

established by Section 262.023 of the Texas Local Government Code because it is a contract for the purchase of items:

6.10.1 Which it is necessary to purchase promptly to relieve the necessity of the citizens during and because of a public calamity;

6.10.2 Which are necessary to preserve the Public Safety by protecting the Public Health of the residents of the County; and

6.10.3 Are professional services

6.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor twenty (20) days written notice that this Contract is terminated due to the failure to fund it.

7.0 RECORDS CONFIDENTIALITY AND ACCESS

7.1 Confidentiality. Contractor shall establish a method to secure the confidentiality of records and other information relating to medical services in accordance with the applicable federal, state, and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of County access to client information. Upon authorization from County to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluation duties in any way.

7.2 Records Maintenance. Contractor shall create, maintain, and retain, and shall make reasonably available to County, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Contract for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. Contractor shall provide copies of such records to County upon written request to Contractor at a cost mutually agreed to by County and Contractor.

7.3 Access to Records. The following access to records requirements apply to this Contract:

7.3.1 Contractor shall provide Travis County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

7.3.2 Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

7.3.3 Contractor shall provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

7.3.4 Contractor shall also provide County or its authorized representatives:

7.3.4.1 access to any books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of ascertaining compliance with federal and state employment discrimination laws.

- 7.3.4.2 all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them.
- 7.3.4.3 access to its books, records, accounts, other sources of information and its facilities, which are directly pertinent to ascertain compliance with these regulations or directives.
- 7.3.4.4 certification about the location of information when any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish it and state what efforts Contractor has made to obtain the information.

7.4 Right to Contractual Material. County is entitled to copies of all work products produced under this Contract including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by Contractor will become property of the County.

8.0 AMENDMENTS / MODIFICATIONS

8.1 General. Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be in writing and signed by each Party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

8.2 Requests for Changes. Contractor shall submit all requests for changes to the terms of this Contract or any attachment to it to the Director with a copy to the Purchasing Agent.

8.3 Contractor agrees that any action taken by Contractor, which does not comply with the terms of this Contract subjects Contractor to disallowance of payments, related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.

8.4 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

9.0 BREACH AND TERMINATION

9.1 Breach of Contract. In the event Contractor violates or breaches the terms of this Contract, County may impose administrative, contractual, or legal remedies.

9.2 Failure to Perform. Contractor's failure to perform satisfactorily according to the terms and conditions of the Contract may result in termination of the Contract. Additionally, Contractor may be liable for all damages, costs, and expenses incurred by County related to this default. Termination is in

addition to and not in lieu of any other remedies available to County law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment of Contractor.

9.3 Termination for Convenience. Either party reserves the right to terminate this Agreement for reasons other than default, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Contractor written "Notice of Termination for Convenience" which will take effect immediately.

9.3.1 In the event Notice of Termination for Convenience is issued, Contractor shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Contractor shall submit a statement showing in detail the unavoidable expenses of performed under this Agreement prior the date of the termination notice. County and its officials, agents and representatives will not be liable for loss of any profits.

9.3.2 Upon satisfaction of the above conditions, County will pay Contractor for approved performance under this Agreement prior to termination, less previous payments.

9.3.3 Contractor's failure to submit the required statement described in paragraph 9.3.1 and to comply with the above stated conditions will constitute a waiver by Contractor of any and all rights or claims to collect expenses to which Contractor may be entitled to under this Agreement.

9.4 Termination for Cause. County may terminate this Agreement for the material breach of the provisions of this Agreement, through no fault of County ("Termination for Default"), by delivering written notice of termination (a "Notice of Termination for Default") to Contractor. The Notice of Termination for Default shall take effect immediately.

9.4.1 In the event Notice of Termination for Default is issued, Contractor shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Contractor shall submit a statement showing in detail the unavoidable expenses of performed under this Agreement prior the date of the termination notice. County and its officials, agents and representatives will not be liable for loss of any profits.

9.4.2 Upon satisfaction of the above conditions, County will pay Contractor for approved performance under this Agreement prior to termination, less all previous payments and subject to offset in the amount of all damages, costs, and expenses incurred by County as the direct result of Contractor's breach.

9.4.3 Contractor's failure to submit the required statement described in paragraph 9.4.2 and to comply with the above stated conditions will constitute a waiver by Contractor of any and all rights or claims to collect expenses to which Contractor may be entitled to under this Agreement.

10.0 OTHER PROVISIONS

10.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT. NOTWITHSTANDING THE ABOVE, CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY THE COUNTY FOR ANY CLAIMS ARISING FROM THE COUNTY'S NEGLIGENT ACTS, OMISSIONS, OR WILLFUL MISCONDUCT.

10.2 Copyrights, Patents & Licenses. Contractor represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Contract have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Contract. CONTRACTOR SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES, OR COPYRIGHTS APPLICABLE TO MATERIALS USED IN THIS CONTRACT.

10.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor or County in relation to the performance of this Contract, Contractor shall give written notice to County of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

10.4 Suspension. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Contractor written notice of suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Contractor receives the notice of suspension, and the suspension Period will begin on this date. Performance may be reinstated, and this Agreement resumed in full force and effect within sixty (60) days of Contractor's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Contractor shall follow the procedures described below:

10.4.1 Upon receipt of a notice of suspension, Contractor shall, unless the notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension.

10.4.2 During the suspension period, Contractor may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

10.5 Non-Waiver of Default.

9.5.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist.

10.5.2 All rights of County under this Contract are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.6 FORFEITURE OF AGREEMENT. If Contractor has done business with a Key Contracting Person as listed in Exhibit "1" to Attachment D during the 365 day period immediately prior to the date of execution of this Contract by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Contract by Contractor (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Contractor will forfeit all County benefits of this Contract and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor will notify County of any change in the information submitted with this Contract as to the Ethics Sworn Declaration within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

10.6.1 "Is doing business" and "has done business" mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

- (c) Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) Any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; or
- (e) If Contractor is a national or multinational corporation, any transaction for financial service or insurance coverage made on behalf of Contractor by its agent, employee or other

representative who does not know and is not in a position that he or she should have known about this Agreement.

10.7 Agreement.

10.7.1 Entire Agreement. All written or oral agreements between the Parties to this Contract related to the subject matter of this Agreement that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

10.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Contract and constitute promised performances by Contractor in accordance with all the provisions of this Contract.

- 10.7.2.1 Attachment A – Scope of Services
Appendix A – Job Descriptions
- 10.7.2.2 Attachment B – Fee Schedule
- 10.7.2.3 Attachment C – Insurance Requirements
- 10.7.2.4 Attachment D – Ethics Sworn Declaration including:
Exhibit 1 - List of Key Contracting Persons
Exhibit 2 – Disclosure Form
- 10.7.2.5 Attachment E - Federal Anti-Lobbying Certification
- 10.7.2.6 Attachment F - Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion For Covered Contractor

10.8 Notices:

10.8.1 Written Notice. Any notice required or permitted to be given under this Contract by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address herein specified.

10.8.2 County Address. The address of County for all purposes under this Contract shall be:

Bonnie S. Floyd, MBA, CPPO, CPPB (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Mary Gallo (or her successor)
Travis County Medical Services Director
P.O. Box 1748
Austin, Texas 78767

10.8.3 Contractor Address. The address of Contractor for all purposes under this Contract and for all notices hereunder shall be:

Maxim Healthcare Staffing Services, Inc.
3636 Executive Center Dr., Suite 150
Austin, Texas 78731

10.9 Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 10.8. Any change in the address shall be reported within fifteen (15) days of the change.

10.10 Dispute Resolution - Administration by Purchasing Agent. When Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. If Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

10.11 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

10.12 Force Majeure. If the performance by Contractor or County or either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is

affected under this section shall notify the other Party, and the Director will call a special meeting to propose a resolution of the problem, and if necessary, to establish an estimated period of time to perform services under the Contract. If Contractor makes a written request for an extension of time, the Director may grant the extension if the request is properly documented and justified by the circumstances.

10.13 Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other contractors as reasonable and necessary and as required by the Director.

10.14 Independent Contractor. The Parties expressly acknowledge and agree that Contractor is an independent contractor, operating solely in that capacity. Contractor assumes all of the rights, obligations, and liabilities applicable to an independent contractor. Neither Contractor nor any of Contractor's employees will be considered an employee, partner, joint-venturer, nor agent of County, nor does Contractor gain any rights against County pursuant to the County's personnel policies. County will not pay Contractor nor Contractor's employees any customary Travis County benefits, including but not limited to FICA, payroll taxes, worker's compensation, health or retirement benefits, sick leave or vacation or holiday pay. Contractor is responsible to report all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with services rendered under this Agreement and is solely obligated to pay any and all taxes related to income paid to Contractor.

10.15 No Third Party Rights. No provision in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement, any benefits, rights, or remedies under or by reason of this Agreement.

10.16 Governing Law. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

10.16.1 Severability. Any clause, sentence, provision, paragraph, or article of this Contract held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Contract, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

10.16.2 Law and Venue. All obligations under this Contract shall be performable in Travis County, Texas. Venue for any litigation concerning this Contract shall be in the City of Austin, Travis County.

10.16.3 Assignment. No Party may assign any of the rights or duties created by this Contract without the prior written approval of the other Party. It is acknowledged by Contractor that no officer, agent, employee, or representative of County has any authority to assign any part of this Contract unless expressly granted that authority by Commissioners Court.

10.17 Binding Contract. Notwithstanding any other provision of this Contract, this Contract shall be binding upon and inure to the benefit of the County and Contractor and their respective successors, executors, administrators, and assigns. Neither the County nor Contractor may assign, sublet, or transfer his interest in or obligations under this Contract without the written consent of the other Party.

10.18 Performance of Other Services. As a part of this Contract, it is understood that Contractor is free to provide services outside this Contract as it sees fit at those times which Contractor is not obligated to County. It is also understood that County is free to have more than one contractor providing the type of services included in this Contract and County is under no obligation to refer any case to Contractor for services under this Contract.

10.19 Survival. Conditions and covenants of this Contract which by their terms are performable after the termination, expiration, or end of this Contract shall survive such termination, expiration, or end and remain fully performable.

10.20 Certificate of Contractor. Contractor certifies that neither Contractor nor any members of Contractor's firm nor any Subcontractor has:

10.20.1 Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for Contractor) to solicit or secure the work provided by the Contract.

10.20.2 Agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Contract.

10.20.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Contract.

10.20.4 Been suspended or debarred from federal or state procurement.

Contractor further agrees that this certification may be furnished to any local, state, or federal government agencies in connection with this Contract and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal, and civil laws.

10.21 Interpretational Guidelines.

10.21.1 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.

10.21.2 Number and Gender. Words of any gender in this Contract shall be construed to include any other gender and words in either singular or plural form shall be construed to include the other unless the context in the Contract clearly requires otherwise.

10.21.3 Headings. The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Contract.

10.22 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, Contractor shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, Contractor shall submit an updated Questionnaire. Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

10.23 Use of Federal Logo, Seal or Likeness. The Contractor shall not use the DHS or FEMA seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.24 Federal Government Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

10.25 Program Fraud or False Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

10.26 County Monitoring. Contractor will be monitored by the Director (or his/her designee) for compliance with the requirements of this Contract.

10.27 Signatures. The person or persons signing this Contract on behalf of Contractor or representing themselves as signing this Contract on behalf of Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Contract.

DUPLICATE ORIGINALS

This Contract will be executed in duplicate originals and be effective when executed by both Parties.

Maxim Healthcare Staffing Services, Inc.

County of Travis, Texas

Name: _____

Travis County Judge

Title: _____

Date: _____

Date: _____

Approved as to Purchasing
Policies and Procedures by:

Bonnie S. Floyd, MBA, CPPO, CPPB
Travis County Purchasing Agent

Approved as to Legal Form by:

Assistant County Attorney

Funds Verified by Auditor:

County Auditor

DRAFT

ATTACHMENT A
SCOPE OF SERVICES

Contractor shall provide, in a timely manner, qualified individuals and / or subcontractors, to perform professional medical and healthcare support services and activities described in the Scope of Services set forth in this Attachment and Appendix to this Contract.

Contractor shall ensure that any of Contractor's employees or subcontractors performing under this Contract shall:

Submit to a screening process and background investigation, which may include an interview, a criminal history check and warrant search;

Participate in an orientation to become familiar with the relevant features of the Facilities and the County's Inmate Treatment Services Program;

Comply with all rules, regulations, policies and procedures of the Travis County Sheriff's Department Correctional Facilities including charting, patient documentation, protocol and other similar functions performed;

Report to the Director, the Chief of Corrections, and/or the Medical Section Supervisor as required;

Cooperate and coordinate fully with the Medical Director, the Medical Section Supervisor, the County's employed and contract physicians, and the professional, administrative and counseling staff at the Facilities.

The Contractor agrees that the employees and any subcontractors of the Contractor, who perform services under this Contract, shall comply with the rules, regulations, policies, and procedures of the County regarding the use of protective equipment (PPEs, etc.) Contractor specifically acknowledges and understands that the proposed scope of services under this Contract may involve contact with persons, who may have been exposed to COVID-19 or have COVID- 19.

UNPROTECTED EXPOSURE TO THE CORONAVIRUS IS A MAJOR RISK FACTOR IN THE ACQUISITION OF COVID-19.

Accordingly, in the performance of the services under this Contract, the Contractor and any person working under the direction of the Contractor shall take every reasonably possible and prudent precaution to avoid any unprotected exposure between patients and others within the County; and the Contractor and any person working under the direction of the Contractor shall utilize appropriate protective clothing and safety equipment at ALL TIMES during the performance of the services.

If required to do so, designated Contractor employees must comply with the reporting requirements as dictated in Chapter 81 of the Texas Administrative Code concerning communicable diseases.

APPENDIX A JOB DESCRIPTIONS

RADIOLOGIST TECHNICIAN

JOB SUMMARY:

The Radiology Technologist produces radiographs of parts of the human body for use in diagnosing and monitoring medical problems. The technologist works effectively and must maintain a collaborative relationship with patients, physicians, and coworkers.

Essential Functions: Communicate clearly both verbally and in writing. Lift or turn patients who need assistance, 50-100 lb. Stand on feet for long period of time and ambulate to different areas/departments. Sit, bend, reach, twist, kneel, squat to properly prepare patients and equipment. Knowledgeable of proper body mechanics. Safely operate and manipulate various brands of equipment, and exhibit manual dexterity and fine motor coordination. Concentrate on the task at hand in a noisy, busy environment with multiple distractions. Must adhere to the policies and procedures of the Travis County Jail as well as the expectations of Contractor. Will work under direct supervision of client's Radiology Supervisor or designee and must be able to follow his/her directions and instructions.

QUALIFICATION REQUIREMENTS:

Graduation from an accredited radiography program and either current ARRT registration, state licensure or eligible for certification testing; at least one year of current clinical experience; and excellent supervisory and professional references. Current CPR Certification.

KNOWLEDGE SKILLS AND ABILITIES:

The Radiology Technologist: Ensures that any required consent forms are signed and dated according to facility policy before any radiologic procedure is begun. Assesses a patient's condition prior to administering a contrast media or performing a radiographic procedure. Performs radiographic procedures as prescribed by a licensed physician. Prepares patients by explaining the procedure and removing articles through which x-rays cannot pass. Instructs patients in terms they can understand of any physiologic requirements the patient must do. Positions the patient so that the parts of the body can be appropriately radiographed. Prevents unnecessary radiation exposure by surrounding the exposed area with radiation protection devices, such as lead shield, or limiting the size of the x-ray beam. Positions radiographic equipment at the correct angle and height over or from the appropriate area of the patient's body. Sets controls on the equipment to produce radiographs of the appropriate density, detail, and contrast. Prepares correct contrast media and administers to patient according to approved policies and procedures. Provides preventive maintenance to equipment and monitors its operations as indicated.

Documents actions and patient response; completes paperwork for billing. Participates as requested in quality assurance efforts. Maintains professional appearance and decorum at all times. Maintains patient confidentiality and is respectful of the unique needs and beliefs of others. Is cognizant of the age specific needs of each patient population through geriatric. Follows all agency policies and procedures for infection control, body substance isolation techniques, and universal precautions. Wears a badge to monitor radiation exposure and maintains a record of cumulative lifetime doses.

PHYSICAL THERAPIST

JOB SUMMARY:

Evaluate physical therapy health care needs of inmates and develops therapy plans to meet those needs. Arrange for and/or provides treatment for inmates. Coordinate clinical treatment with treatment and security staff administrative supervision and performance evaluations are provided by the facility medical supervisor, medical section supervisor, medical director and/or director of inmate treatment services.

QUALIFICATION REQUIREMENTS:

Must hold current licensure as a Physical Therapist in the State of Texas.

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of and demonstrated skills in physical therapy and cardiopulmonary resuscitation; and must have a demonstrated competence in effective oral and written communication.

DUTIES AND RESPONSIBILITIES:

Arrange for and/or provide treatment according to protocol and/or direction from a Physician. Coordinate with the facility medical supervisor with all aspects of health care in the facility. Activities of daily living appliance application and work hardening procedures.

REGISTERED NURSE

JOB SUMMARY:

Evaluate health care needs and requirements of patients to develop plans of care to meet those needs. Coordinate the medical treatment and provide nursing care for patients. Provide clinical/administrative supervision for Licensed Vocational Nurses and Certified Nursing Assistants when requested and collaborates with other health care/non-health care staff on duty.

DISTINGUISHING CHARACTERISTICS:

This is the fourth in a series of five nursing-related job classifications within the Medical job family. This classification practices under the guidelines of the Texas Nurse Practice Act in collaboration with physicians and other staff. Registered nurses perform complex nursing duties that require initiative and independent judgment.

DUTIES AND RESPONSIBILITIES:

- Conduct intake and physical assessments of patients, including immediate medical attention and/or psychological needs. Assess patients to determine if they need to be referred to outside resources for more extensive medical assessment and treatment.
- Perform drug screens.
- Order and inventory medications daily. Dispense medications as prescribed on a daily basis.
- Respond to and assess all categories of patient emergent medical needs. Provide and/or arrange for treatment according to protocol and/or direction from authorized medical staff.
- Consult with clinical and administrative staff about patient health care issues.
- Provide direct health care to patients, including wound care, medication administration, monitoring of vital signs and laboratory procedures.
- Coordinate with and assist other medical staff about all aspects of patient health care.
- Practice healthcare in safety, environmental and/or infection control methods.
- Provide health care instruction and counseling to patients.
- Document patient's condition and maintain patient medical files and records and enter into computer. Perform other administrative duties.
- Answer medical questions from staff, patient's relatives and others as appropriate.
- Assist in prioritizing patient needs, based on urgency and severity of medical condition.
- May assist patients with activities of daily living, including bathing and feeding.
- Perform other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Graduation from an accredited Registered Nursing program and one (1) year of Registered Nursing experience.

Licenses, Registrations, Certifications, or Special Requirements:

Current license to practice as a Registered Nurse in the State of Texas.
Current Cardio-Pulmonary Resuscitation (CPR) Certification.

Knowledge, Skills and Abilities:

Knowledge of:

- Standard nursing and other healthcare practices
- Policies, practices, procedures and terminology related to nursing and healthcare.
- Federal, State, Local and County nursing and other healthcare laws and requirements.

- Mental health treatment and practices.
- Proper dosages and expected results of medication.
- Diagnosis and treatment of a variety of diseases and injuries.
- Proper infection control techniques.
- Principles and procedures of medical documentation and record keeping.
- Computer equipment to include word processing, spreadsheets, databases, presentations and a variety of software packages.

Skill in:

- Administering daily patient care, including using stethoscope, blood pressure cuff, thermometer and other medical instruments.
- Administering Cardio-Pulmonary Resuscitation (CPR) and First Aid.
- Performing medical tests and recording results accurately.
- Prioritizing patient needs.
- Problem-solving and decision-making.
- Both verbal and written communication.

Ability to:

- Work efficiently both independently and as part of a medical team.
- Recognize and identify health symptoms.
- Chronicle patient histories and enter data into the computer.
- Order, inventory and monitor medications.
- Exercise sound judgment and react quickly in emergency situations.
- Supervise the work of subordinates.
- Manage time well and perform multiple tasks.
- Understand and precisely follow both verbal and written instructions and communicate in a concise and effective manner.
- Work effectively and courteously under high pressure circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Establish and maintain effective working relationships with patients, medical and other County employees and officials, and the general public.

LICENSED VOCATIONAL NURSE

JOB SUMMARY:

Under clinical and administrative supervision, evaluate total health care needs of patients and develop plans to meet those needs. Provide or arrange for medical treatment for patients. May provide clinical supervision to Certified Nursing Assistants

DISTINGUISHING CHARACTERISTICS:

This is the second in a series of five nursing-related job classifications within the Medical job family. This classification practices under the supervision of a Physician, Registered Nurse, or other similarly licensed supervisory health care practitioner and performs direct patient care functions within the scope of the vocational nurse licensure. Licensed vocational nurses (“LVNs”) perform nursing duties of moderate complexity that require a moderate degree of initiative and independent judgment. LVNs are distinguished from the Registered Nurse I and Registered Nurse II in that LVNs have not graduated from an accredited Registered Nursing program or do not coordinate the medical treatment of patients.

DUTIES AND RESPONSIBILITIES:

- Respond to patients medical needs. Provide and/or arrange for treatment according to protocol and/or direction from authorized medical staff.
- Consult with clinical and administrative staff about patient health care issues.
- Respond to and assess certain categories of emergent patient illnesses and injuries.
- Provide direct health care to patients, including wound care, medication administration, monitoring of vital signs and laboratory procedures.
- Assist other medical staff, as required.
- Practice safety, environmental and/or infection control methods.
- Document patient’s condition and maintain patient medical files and records in computer. Perform other administrative duties.
- Inventory medications on a daily basis.
- Assist in dental, STD and other clinic settings.
- May answer medical questions from staff, patient’s relatives and others as appropriate.
- May process patients into the facility by screening and evaluating their medical and mental histories.
- May assist patients with activities of daily living, including bathing and feeding.
- Perform other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Graduation from an accredited Licensed Vocational Nursing program AND one (1) year of Licensed Vocational Nursing experience.

Licenses, Registrations, Certifications, or Special Requirements:

Current license to practice as a Licensed Vocational Nurse in the State of Texas.
Current Cardio-Pulmonary Resuscitation (CPR) Certification.

Knowledge, Skills and Abilities:

Knowledge of:

- Standard nursing and other healthcare practices

- Policies, practices, procedures and terminology related to nursing and healthcare.
- Federal, State, Local and County nursing and other healthcare laws and requirements.
- Treatment of a variety of diseases and injuries.
- Proper dosages and expected results of medication.
- Proper infection control techniques, mental health procedures and protocols.
- Principles and procedures of medical documentation and record keeping.
- Computer equipment to include word processing, spreadsheets, databases, presentations and a variety of software packages.

Skill in:

- Administering daily patient care, including use of stethoscope, blood pressure cuff, thermometer and other medical instruments.
- Administering Cardio-Pulmonary Resuscitation (CPR) and First Aid.
- Performing medical tests and recording results accurately.
- Assisting mental health patients.
- Problem-solving and decision-making.
- Both verbal and written communication.

Ability to:

- Work efficiently both independently and as part of a medical team.
- Recognize and identify health symptoms.
- Exercise sound judgment and react quickly in emergency situations.
- Manage time well and perform multiple tasks.
- Understand and precisely follow both verbal and written instructions and communicate in a concise and effective manner.
- Work in a secure environment.
- Track use of medications and inventory procedures.
- Chronicle medical histories and enter data into computer.
- Work effectively and courteously under high pressure circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Establish and maintain effective working relationships with patients, medical and other County employees and officials, and the general public.

CERTIFIED NURSING ASSISTANT

JOB SUMMARY:

Under clinical and administrative supervision, assist in providing direct patient care and administering medication. Assist patients with activities of daily living.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of five nursing-related job classifications with the Medical job family. This classification functions under the close supervision of a physician, Registered Nurse, or other similarly licensed health care practitioner and performs the most basic patient care functions. Certified nursing assistants perform nursing duties of moderate complexity that require a minimal degree of initiative and independent judgment. This classification is distinguished from the LVN in that certified nursing assistants have not graduated from an accredited LVN program and do not typically develop plans to meet patient health care needs.

DUTIES AND RESPONSIBILITIES:

- Respond to patient medical needs. Provide and/or arrange for treatment according to protocol and/or direction from authorized medical staff.
- Take vital signs, conduct urinalysis, read tuberculosis tests and calibrate glucometer.
- Prepare clinic for daily activities.
- Administer routine prescribed medication to patients. Monitor and document patient responses to medications.
- Monitor and record vital signs, intake and output. Assist in planning and evaluating patient care and recording observations.
- Assist nurses and other medical staff, as required.
- Assist patients with activities of daily living, including bathing and feeding.
- Practice safety, environmental and/or infection control methods.
- Maintain and file medical records and performs other administrative support duties.
- Perform other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

High School diploma or G.E.D. and six (6) months of Certified Nursing Assistant or Medication Aide experience or any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:

Current certification as a Certified Nursing Assistant (CNA) or Medication Aide in the State of Texas; and Current Cardio-pulmonary Resuscitation (CPR) Certification.

Knowledge, Skills and Abilities:

Knowledge of:

- Basic nursing and other healthcare practices
- Policies, practices, procedures and terminology related to nursing and healthcare.
- Federal, State, Local and County nursing and other healthcare laws and requirements.
- Principles and procedures of medical documentation and record keeping.
- Proper infection control techniques.

- File management and techniques.

Skill in:

- Administering daily patient care, including use of stethoscope, blood pressure cuff, thermometer and other medical instruments.
- Performing routine medical tests and recording results accurately.
- Problem-solving and decision-making.
- Both verbal and written communication.

Ability to:

- Work efficiently both independently and as part of a medical team.
- Recognize and identify health symptoms.
- Exercise sound judgment and react quickly in emergency situations.
- Manage time well and perform multiple tasks.
- Understand and precisely follow both verbal and written instructions and communicate in a concise and effective manner.
- Work effectively and courteously under high pressure circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Establish and maintain effective working relationships with patients, medical and other County employees and officials, and the general public.

PHARMACIST

JOB SUMMARY:

Supervise the overall functioning of the Jail Pharmacy in accordance with County policies and procedures. Monitor and oversee those services delivered are in compliance with statutory applicable laws, rules, and regulations. Ensure that appropriate services, operational management policies and procedures and protocols are implemented and monitored for compliance. Provide direct pharmacy services. Distribute drugs prescribed by physicians and other health practitioners.

DISTINGUISHING CHARACTERISTICS:

This is a job classification with the medical job family. The pharmacist must be licensed to practice as a pharmacist in the State of Texas by the Texas State Board of Pharmacy. The Pharmacist is distinguished from the Physician I and Physician II in that the Pharmacist dispenses but does not prescribe medications. The Pharmacist is distinguished from the Pharmacy Technician by differences in required education and certification and in that Pharmacists may directly dispense medication without authorization and review from others. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Provide direct pharmacy services. Distribute drugs prescribed by Physicians and other health practitioners and provide information to patients about medications and their use. Advise physicians and other health practitioners on the selection, dosages, interactions and side effects of medications. Monitor the health and progress of patients in response to drug therapy to ensure safe and effective use of medications.
- Supervise the overall functioning of pharmacy operations. Monitor and oversee that services delivered are in compliance with statutory applicable laws, rules, and regulations. Ensure that appropriate services, operational management policies and procedures and protocols are formulated, implemented and monitored for compliance. Supervise assigned pharmacy staff, evaluates staff job performance.
- Manage and coordinate resources to provide effective and efficient pharmacy services and delivery. Coordinate with other health care members, County staff, department staff or County officials about pharmacy practice and pharmaceutical issues. Coordinate activities to ensure an efficient pharmacy operation. Provide in-service education to other health care members. Evaluate drug use patterns and patient outcomes.
- Perform quality control audits; purchase medication from appropriate sources. Manage pharmacy inventory and ensures pharmacy has adequate supply of medications and other pharmacy supplies.
- Perform other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Graduation from an accredited School of Pharmacy AND three (3) to five (5) years of directly related increasingly responsible experience as a pharmacist.

Licenses, Registrations, Certifications, or Special Requirements:

Licensed to practice as a pharmacist in the State of Texas issued by the Texas State Board of Pharmacy; valid Texas Driver's License.

Knowledge, Skills and Abilities:

Knowledge of:

- Methods, procedures, rules, and regulations in the field commensurate with a Pharmacist practicing in the State of Texas.
- Federal, State, Local and County applicable laws, rules, regulations and applicable professional health care standards and procedures.
- Use, clinical effects, and composition of drugs including their chemical, biological, and physical properties.
- Management and supervisory principles, practices and techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Understanding Physician-written prescriptions.
- Providing patients with information about medications and their use.
- Advising Physicians and other health practitioners on the selection, dosages, interactions and side effects of prescribed medications.
- Explaining complicated pharmacological problems in simple, non-technical language.
- Supervising others, including team building.
- Problem-solving and decision-making.
- Both verbal and written communication.

Ability to:

- Efficiently and effectively dispense prescription medications.
- Communicate in a concise and effective manner.
- Plan, assign, supervise and review the work of Pharmacy Technicians and other subordinates.
- Work efficiently both independently and as part of a medical team.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Maintain accurate patient records.
- Perform in a stressful environment, while maintaining a professional manner.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with patients, medical and other County employees and officials, and the general public.

PHARMACIST TECHNICIAN

JOB SUMMARY:

Under the direct supervision of a Registered Pharmacist, provide pharmacy services including labeling, ordering, monitoring and dispensing prescribed medications. Interact with patients and arrange consultations with pharmacist. Assist in ordering supplies and pharmaceuticals and responsible for performing regular inventories on pharmacy supplies. Enter and maintain pharmaceutical records. File and perform clerical duties.

DISTINGUISHING CHARACTERISTICS:

This is a job classification with the Medical job family which must be registered as a Pharmacy Technician with the Texas State Board of Pharmacy and certified as a Pharmacy Technician with the Pharmacy Technician Certification Board. The Pharmacy Technician is distinguished from the Pharmacist in that the Pharmacy Technician may not dispense medication without authorization and review from a Registered Pharmacist.

DUTIES AND RESPONSIBILITIES:

- Assist pharmacist in filling prescriptions. Retrieve, count, pour, weigh, measure and mix medications prior to dispensing. Package prescriptions and over the counter (OTC) medications in preparation for dispensing. Type labels for medication. May repackage medications under the direction of the pharmacist.
- Assist with ordering and maintaining pharmaceutical inventories. May be responsible for receiving medications from suppliers. Perform regular inventories on medications and other pharmacy supplies. Assist in the application and conducting of quality control audits. Implement and monitor compliance of established policies and procedures.
- Interact with patients when dispensing medications. Refer patients to pharmacist for questions pertaining to prescription instructions. Record prescription information into database and responsible for keeping records accurate and up-to-date. Provide assistance with coordination of activities with other health care staff.
- Perform other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

High School diploma or G.E.D. and one (1) year of directly related increasingly responsible experience as a pharmacy technician or any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:

Registered as a Pharmacy Technician with the Texas State Board of Pharmacy; Pharmacy Technician Certification from the Pharmacy Technician Certification Board; and valid Texas Driver's License.

Knowledge, Skills and Abilities:

Knowledge of:

- Methods, procedures, rules, and regulations in the field commensurate with a registered Pharmacy Technician practicing in the State of Texas.
- Federal, State, Local and County applicable laws, rules, regulations and applicable professional health care standards and procedures.

- Commonly dispensed medication names, actions, uses and dosages.
- Production and distribution of prescription medications.
- Effective communication techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:

- Reading and comprehending patient prescriptions.
- Retrieving, counting, pouring, weighing, measuring and mixing medications.
- Preparing and dispensing patient prescriptions.
- Performing basic mathematical calculations.
- Entering prescription information into electronic records system.
- Both verbal and written communication.

Ability to:

- Understand and precisely follow instructions.
- Communicate in a concise and effective manner.
- Work efficiently both independently and as part of a pharmacy team.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.
- Establish and maintain effective working relationships with pharmacists, patients, medical and other County employees and officials, and the general public.

MENTAL HEALTH TECH/PEER

JOB SUMMARY:

Under direct supervision, provides patient supervision in a treatment or educational milieu; assists in the maintenance of a safe, secure environment that enhances treatment and/or educational effectiveness. May operate in an in-patient/residential environment, or in an outreach environment, such as in homes, schools, and/or community agencies.

DUTIES AND RESPONSIBILITIES:

- Provides care to patients in a manner that promotes safety, comfort, and the therapeutic environment.
- Assists patients with activities of daily living; attends to patient behavioral problems and provides assistance in crisis intervention, as needed.
- Works with other members of a multi-disciplinary team in leading milieu activities such as current events groups, community meetings, goals groups, fitness groups, activities of daily living groups, and/or recreational activities, as appropriate to the specified patient population.
- Charts patient observations, following prescribed procedures and standards.
- Participates in the development and implementation of patient treatment programs.
- Maintains confidentiality of patient records.
- Transport patients to and from appointments, clinics, laboratories, and/or treatments, as and when appropriate.
- May perform initial patient evaluations to determine treatment priorities; may take vital signs, weights, and urine, stool, and sputum specimens.
- Attends and participates in group sessions, in-service education, and staff meetings.
- Maintains established institutional policies and procedures, objectives, quality assurance program, and safety, environmental and infection control standards.
- Enhances professional growth and development through participation in educational programs, current literature, in service meetings and workshops.
- May provide liaison with patients, families of patients, or external facilities and agencies.
- Performs miscellaneous job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

High school diploma or GED; at least 6 months of experience directly related to the duties and responsibilities specified.

Completed degree(s) from an accredited institution that are above the minimum education requirement may be substituted for experience on a year for year basis.

Licenses, Registrations, Certifications, or Special Requirements:

Certified Peer Specialist

Knowledge, Skills and Abilities:

Knowledge of:

- Knowledge of crisis intervention techniques.
- Ability to interact with students, faculty and/or staff in a team environment.
- Ability to maintain quality, safety, and/or infection control standards.
- Knowledge of accreditation and certification requirements and standards.
- Ability to observe, assess, and record symptoms, reactions, and progress.

- Ability to provide therapeutic patient care to mentally, emotionally and/or developmentally disabled individuals.
- Ability to understand and follow safety procedures.
- Ability to assess and provide for the day-to-day needs of mentally, emotionally and/or developmentally disabled patients.
- Ability to safely lift, and physically manipulate patients.
- Skill in preparing and maintaining patient records.
- Knowledge of patient care charts and patient histories.
- Ability to communicate and interact with mental health professionals in a team environment.
- Ability to make administrative and procedural decisions and judgments on sensitive, confidential issues.

DRAFT

LPC/LCSW/LMFT

JOB SUMMARY:

The Licensed Mental Health Professional's primary role is to support the Behavioral Healthcare company's Mission of Zero-Barrier access to care. The LMHP will provide intake assessments and ongoing counseling services to clients in a clinic, community, or telemed setting as meets the needs of the client. Licensed Mental Health Professionals will utilize their specialized clinical knowledge and advanced clinical skills in the areas of clinical counseling, diagnostic interviews, assessments, and preparation of treatment plans for adolescent and adult patients. Licensed Mental Health Professionals will provide therapy sessions for individuals, groups, and families.

DISTINGUISHING CHARACTERISTICS:

This is a job classification with the medical job family which must be registered as a Pharmacy Technician with the Texas State Board of Pharmacy and certified as a Pharmacy Technician with the Pharmacy Technician Certification Board. The Pharmacy Technician is distinguished from the Pharmacist in that the Pharmacy Technician may not dispense medication without authorization and review from a Registered Pharmacist.

MINIMUM REQUIREMENTS:

Education and Experience:

Graduated from an accredited college or university with a Master's degree with a major specialization in Human/Behavioral/Social Services or related field.

Licenses, Registrations, Certifications, or Special Requirements:

Licensed Practitioner of the Healing Arts (LPHA), LPC, LCSW, Licensed Psychologist, or LMFT and valid Texas Driver's License.

Knowledge, Skills and Abilities:

Knowledge of:

- Possess extensive knowledge of current DSM diagnostic criteria and ability to evaluate consumers on a quarterly basis.

Skill in:

- Possess computer skills necessary to document work performed and demonstrate the ability to work efficiently to complete all assessments, documentation, and other tasks in a timely manner.

Ability to:

- Be prepared to interact with emergency medical and psychiatric service providers to ensure the safety of Integral Care staff and individuals served.
- Collaborate professionally with an interdisciplinary treatment team and be adaptable to a wide variety of service environments and rapidly evolving clinical circumstances.
- Effectively communicate their clinical impressions, assess the strengths and functional impairments of those they serve and collaborate with racially and culturally diverse individuals to achieve their goals.

PSYCHIATRIC NURSE PRACTITIONER

JOB SUMMARY:

Under clinical supervision of a physician and general supervision of an administrative manager, provides direct Psychiatric healthcare to patients in a clinical setting. Evaluates total health care needs of patients and develops plans to meet those needs.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the medical job family. Performs highly advanced health care duties that require a high degree of initiative and independent judgment. Performs a wide range of psychiatric/mental health duties and may also be responsible for treatment of patient and follow-up care. The Nurse Practitioner is a registered nurse who is prepared for advanced nursing practice by virtue of knowledge and skills obtained through an advanced educational program of study. Nurse Practitioners may act independently and/or in collaboration with other health care professionals in the delivery of health services. The Nurse Practitioner may provide focused healthcare services in an area of clinical specialization. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Provides direct psychiatric/mental health care to patients, including performing physical assessment of patients. Orders and/or performs laboratory studies, interprets studies and reports normal and abnormal findings to a physician after specified screening procedures.
- Designs psychiatric/mental health treatment plans for multiple patients.
- Routinely responsible for assessing mental illness and psychiatric symptoms and illnesses, to include prescribing appropriate medications.
- Secures and evaluates complete medical/psychiatric histories of patients.
- Refers patients with abnormal findings to appropriate medical/psychological specialists for care.
- Provides healthcare within the scope of practice.
- Consults with clinical and administrative staff about patient psychiatric and physical health care issues.
- Maintains inventory and security control of medical supplies, including drugs.
- Fills and dispenses medicines within the scope of practice and supervises self-administration as necessary and appropriate.
- Provides counseling on health maintenance of chronic and acute mental illnesses, general health care, and preventable illnesses.
- Plans, promotes, demonstrates, recommends and coordinates high standards of patient care practice.
- Manages patient and daily care programs in general physical and mental health. Introduces innovations in patient care and health programs.
- Answers medical questions from staff, patient's relatives, and others as appropriate.
- Reads medical journals and attends seminars to stay current on medical practices.
- May direct subordinate members of the health care team in the delivery of healthcare.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Graduation from an accredited Nurse Practitioner program AND one (1) year of Nurse Practitioner experience.

Licenses, Registrations, Certifications, or Special Requirements:

Current license to practice nursing in the State of Texas.
Current Nurse Practitioner (NP) Certification and prescriptive authority authorization.
Current Cardio-Pulmonary Resuscitation (CPR) Certification.

Knowledge, Skills and Abilities:

Knowledge of:

- Standard general healthcare practices.
- Policies, practices, procedures and terminology related to healthcare.
- Federal, State, Local and County healthcare laws and requirements.
- Diagnosis and treatment of a variety of mental diseases.
- Proper dosages and expected results of medication.
- Proper infection control techniques.
- Principles and procedures of medical/psychiatric documentation and record keeping.

Skill in:

- Diagnosing and treating a broad range of patient diseases and injuries.
- Using a variety of medical diagnostic and therapeutic equipment.
- Administering cardio-pulmonary resuscitation (CPR) and first aid.
- Prioritizing patient needs.
- Problem-solving and decision-making.
- Both verbal and written communication.

Ability to:

- Perform diagnostic and general medical/psychiatric treatment examinations.
- Interpret results of medical examinations and tests.
- Work efficiently both independently and as part of a medical and treatment team.
- Recognize and identify health symptoms.
- Exercise sound judgment and react quickly in emergency situations.
- Manage time well and perform multiple tasks.
- Understand and precisely follow both verbal and written instructions and communicate in a concise and effective manner.
- Work effectively and courteously under high-pressure circumstances.
- Work in a secure environment.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Establish and maintain effective working relationships with patients, medical and other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 35-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

PHYSICIAN ASSISTANT/NURSE PRACTITIONER

JOB SUMMARY:

Under clinical supervision of a physician and general supervision of the Director of Inmate Mental Health, provides direct psychiatric care to inmate patients in a clinical setting of the Travis County Jail. Evaluates psychiatric health care needs of patients and develops plans to meet those needs

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Medical job family. Incumbents perform highly advanced health care duties that require a high degree of initiative and independent judgment. Incumbents perform a wide range of duties and may be responsible for treatment of patient and follow-up care. The Physician Assistant (PA) and Nurse Practitioner (NP) differ from the Registered Nurse II in that the Physician Assistant is trained in an intensive education program and works directly under the supervision of the physician, who remains medically, legally and administratively responsible for the Physician Assistant's work. The Nurse Practitioner is a registered nurse who is prepared for advanced nursing practice by virtue of knowledge and skills obtained through an advanced educational program of study. Nurse Practitioners may act independently and/or in collaboration with other health care professionals in the delivery of health services. The Nurse Practitioner may provide focused healthcare services in an area of clinical specialization. This classification requires work in a secure facility. This classification requires a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Provides direct healthcare to psychiatric patients, including performing assessment of patients.
- Orders laboratory studies, interprets studies and adjusts treatment plan accordingly.
- Designs psychiatric treatment plans for multiple patients.
- Secures and evaluates complete psychiatric histories of patients. Refers patients with non-psychiatric medical findings to appropriate medical specialists for care.
- Provides healthcare within the scope of practice.
- Consults with clinical and administrative staff about patient health care issues.
- Fills and dispenses medicines within the scope of practice and supervises self-administration as necessary and appropriate.
- Orders emergency medications for safety
- Provides counseling on health maintenance of chronic mental illnesses, nutrition, general health care and preventable illnesses.
- Plans, promotes, demonstrates, recommends and coordinates high standards of patient care practice.
- Manages patient and daily care programs in general health or in area of specialty. Introduces innovations in patient care and health programs.
- Participates on treatment team which consists of nursing, counseling and security staff.
- Answers medical questions from staff, patient's relatives and others as appropriate.
- Reads medical journals and attends seminars to stay current on medical practices.
- May direct subordinate members of the health care team in the delivery of healthcare.
- Participate in "on-call" rotation each month.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

If Physician Assistant:

Graduation from an accredited Physician Assistant program AND one (1) year of Physician Assistant experience.

Licenses, Registrations, Certifications, or Special Requirements:

Current license to practice as a Physician Assistant (PA) in the State of Texas.

Current Certification as a Physician Assistant (PA).

Current Cardio-Pulmonary Resuscitation (CPR) Certification.

If Nurse Practitioner:

Graduation from an accredited Nurse Practitioner program AND one (1) year of Nurse Practitioner experience.

Licenses, Registrations, Certifications, or Special Requirements:

Current license to practice nursing in the State of Texas.

Current Nurse Practitioner (NP) Certification.

Current Cardio-Pulmonary Resuscitation (CPR) Certification.

Knowledge, Skills and Abilities:

Knowledge of:

- Standard healthcare practices.
- Policies, practices, procedures and terminology related to healthcare.
- Federal, State, Local and County healthcare laws and requirements.
- Diagnosis and treatment of a variety of Mental Health, Substance Use, Intellectual and Developmental Disorders.
- Proper dosages and expected results of medication.
- Principles and procedures of medical documentation and record keeping.

Skill in:

- Diagnosing and treating a broad range of patient diseases and injuries.
- Using a variety of medical diagnostic and therapeutic equipment.
- Administering cardio-pulmonary resuscitation (CPR) and first aid.
- Prioritizing patient needs.
- Problem-solving and decision-making.
- Both verbal and written communication.

Ability to:

- Perform diagnostic and psychiatric as well as general medical treatment examinations.
- Interpret results of medical examinations and tests.
- Work efficiently both independently and as part of a Psychiatry and Medical teams.
- Recognize and identify health symptoms.
- Exercise sound judgment and react quickly in emergency situations.
- Manage time well and perform multiple tasks.
- Understand and precisely follow both verbal and written instructions and communicate in a concise and effective manner.
- Work effectively and courteously under high-pressure circumstances.
- Work in a secure environment.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Establish and maintain effective working relationships with patients, medical and other County employees and officials, and the general public.

WORK ENVIRONMENT & OTHER INFORMATION:

Physical requirements include the ability to lift/carry up to 35-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

DRAFT

PHYSICIAN I

JOB SUMMARY:

Provides professional medical services by serving as Primary Physician and serves as the designated health authority that is commensurate with accepted medical practice and sound financial management within a clinical environment.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of two physician-related job classification within the Medical job family. This classification is distinguished from the Physician II in the incumbents are responsible for a smaller operational scope, perform duties primarily in a clinical setting, and have a greater emphasis on education and wellness. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Responsible for providing and directing health care services provided within a clinical environment.
- Directs staff and coordinates activities for County's wellness program. Designs, reviews and oversees treatment program related to the County's wellness programs. Provides medical treatment within the clinic environment. Provides supervision and support for clinical staff. Assists in recruiting and selecting personnel. Assists in staff performance evaluations. Provides in-service training to health care staff.
- Performs educational duties related to patient health and wellness. Designs health-related class curriculums and instructs patients in preventive medicine techniques. Services as a resource for nursing staff and answers questions related to educational and outreach activities.
- Attends conferences and stays up to date with advances in medical field. Applies information to clinic operational procedures.
- Provides advice and assistance in developing and implementing policies and procedures that will assure effective and efficient medical and nursing care. Assists with selecting medical diagnostic and treatment tools and equipment.
- Examines clinic operations for effectiveness and efficiency. Provides information on cost/benefit ratios of clinic operations. Evaluates ongoing programs to ensure effective and efficient delivery of services.
- Complies with all rules, regulations, policies and procedures.
- Assists in the analysis of any claims related to or connected with provision of medical services. Assists in the discovery as an expert for participation in arbitration or dispute resolution, as requested, by the County Attorney.
- Attends scheduled department meetings.
- Performs other job related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Graduation from an accredited school of medicine with a degree as a medical doctor AND three (3) years of directly related, increasingly responsible experience as a physician.

Licenses, Registrations, Certifications, or Special Requirements:

Licensed to practice as a medical doctor in the State of Texas issued by the Texas Medical Board
Valid Texas Driver's License

Knowledge, Skills and Abilities:

Knowledge of:

- Methods, procedures, rules and regulations in the field commensurate with a General Practice Physician practicing in the State of Texas.
- Federal, State, Local and County applicable law, rules, regulations and applicable professional health care standards and procedures.
- Management and supervisory principles, practices and techniques.
- Computer equipment to include word processing spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.
- Knowledge of and adherence to HIPPA and other federal and state laws requiring the confidential handling of certain health information.

Skill in:

- Caring and treating patients.
- Using medical equipment utilized in area of assignment.
- Supervising others, including team building.
- Explaining complicated technical problems in simple non-technical language.
- Problem-solving and decision-making
- Both verbal and written communication

Ability to:

- Communicate effectively.
- Work efficiently both independently and as part of a medical team.
- Plan, assign supervise and review the work of subordinated
- Reason and make judgment and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment while maintaining a professional manner.
- Research, compile, analyze, interpret and prepare a variety of memorandum or reports.
- Establish and maintain effective relationships with patients, medical and other County employees and officials, representative of outside agencies, attorneys, judges and the general public.

WORK ENVIRONMENT & OTHER INFORMATION:

Physical requirements include the ability to lift/carry up to 35-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

Travis County employees play an important role in business continuity. As such, employees can be assigned to business continuity efforts outside of normal job functions

PSYCHIATRIST

JOB SUMMARY:

Under general supervision of the Director of Inmate Mental Health, provides direct psychiatric care to adult inmate patients in a clinical setting of the Travis County Jail. Evaluates psychiatric health care needs of patients and develops plans to meet those needs.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Medical job family. Incumbents perform highly advanced health care duties that require a high degree of initiative and independent judgment. Incumbents perform a wide range of duties and may be responsible for treatment of patient and follow-up care. This classification requires work in a secure facility. This classification requires a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Provides direct healthcare to psychiatric patients, including performing assessment of patients.
- Orders laboratory studies, interprets studies and adjusts treatment plan accordingly.
- Designs psychiatric treatment plans for multiple patients.
- Secures and evaluates complete psychiatric histories of patients.
- Refers patients with non-psychiatric medical findings to appropriate medical specialists for care.
- Provides healthcare within the scope of practice.
- Consults with clinical and administrative staff about patient health care issues.
- Orders medications within the scope of practice and supervises self-administration as necessary and appropriate.
- Orders emergency medications for safety.
- Provides counseling on health maintenance of chronic mental illnesses, nutrition, general health care and preventable illnesses.
- Plans, promotes, demonstrates, recommends and coordinates high standards of patient care practice.
- Manages patient and daily care programs in general health or in area of specialty. Introduces innovations in patient care and health programs.
- Participates on treatment team which consists of medical, mental health and security staff.
- Answers medical questions from staff, patient's relatives and others as appropriate.
- Reads medical journals and attends seminars to stay current on medical practices.
- May direct subordinate members of the health care team in the delivery of healthcare.
- Provides clinical supervision to Nurse Practitioner or Physician Assistants.
- Participates in "on-call" rotation each month.
- Completes applications for court order interventions such as hospital commitment and medication applications for patients that have been found incompetent to stand trial.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Graduation from an accredited Medical School with a Doctorate's degree in Medicine (MD/DO) is **required**. Successful completion of a psychiatric residency approved by the Accreditation Council on Graduate Medical Education (ACGME) or equivalent body.

Licenses, Registrations, Certifications, or Special Requirements:

Licensed to practice medicine in the state of Texas is required. Must be Board Certified or Board

Eligible by the American Board of Psychiatry and Neurology. Active DEA and DPS numbers are required.

Knowledge, Skills and Abilities:

Knowledge of:

- Standard healthcare practices.
- Policies, practices, procedures and terminology related to healthcare.
- Federal, State, Local and County healthcare laws and requirements.
- Diagnosis and treatment of a variety of Mental Health, Substance Use, Intellectual and Developmental Disorders.
- Proper dosages and expected results of medication.
- Principles and procedures of medical documentation and record keeping.

Skill in:

- Diagnosing and treating a broad range of patient diseases and injuries.
- Using a variety of medical diagnostic and therapeutic equipment.
- Administering cardio-pulmonary resuscitation (CPR) and first aid.
- Prioritizing patient needs.
- Problem-solving and decision-making.
- Both verbal and written communication.

Ability to:

- Perform diagnostic and psychiatric as well as general medical treatment examinations.
- Interpret results of medical examinations and tests.
- Work efficiently both independently and as part of a Psychiatry and Medical teams.
- Recognize and identify health symptoms.
- Exercise sound judgment and react quickly in emergency situations.
- Manage time well and perform multiple tasks.
- Understand and precisely follow both verbal and written instructions and communicate in a concise and effective manner.
- Work effectively and courteously under high-pressure circumstances.
- Work in a secure environment.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Establish and maintain effective working relationships with patients, medical and other County employees and officials, and the general public.

WORK ENVIRONMENT & OTHER INFORMATION:

Physical requirements include the ability to lift/carry up to 35-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

PSYCHOLOGIST

JOB SUMMARY:

Under administrative direction, performs work of directing psychological programs and services, conducting psychological testing and evaluations, managing case planning and strategies, assigning and reviewing all psychological screenings and consultation to assist in making decisions related to treatment plans and court case dispositions, and diagnosing and counseling offenders. Providing consultation and training on conducting counseling sessions and conducting psychological research. Provides supervision to master's level psychology staff. Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Social Services job family. This classification serves as primary Psychologist. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Plans and directs psychological programs and services. Conducts psychological testing and evaluations. Manages case planning and strategies. Assigns and reviews all psychological screenings and consultation to assist in making decisions related to treatment plans and court case dispositions and diagnoses and counsels offenders.
- Develops, coordinates and evaluates mental health delivery programs and services. Develops systems for improved management or administration.
- Recommends, implements and administers policies and procedures.
- Directs administrative activities in the office. Directs the work and activities of professional and support staff, including master's level psychology interns, which includes hiring, training, work distribution, performance appraisal and discipline.
- Conducts psychological research. Provides outreach services. Assists with program evaluation studies. Plans and directs research studies and projects, ensuring findings are appropriately disseminated.
- Provides consultation, training and technical assistance to staff. Designs, supervises and conducts workshops on psychological topics for staff and the community.
- Provides consultation to the staff regarding case management in the design and implementation of special treatment programs. Determines nature and extent of treatment programs. Reviews psychological reports for completeness and accuracy and prepares written reports. Maintains documentation of service delivery in accordance with standards of the profession. Organizes patient's data.
- Provides court testimony as an expert witness.
- Serves on various committees, as required.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Ph.D. degree in Psychology AND two (2) years of experience in assessment and counseling with an adolescent population.

Licenses, Registrations, Certifications, or Special Requirements:

Licensed to practice as a Psychologist in the State of Texas issued by the Texas State Medical Board of Psychology.

Valid Texas Driver's License.

Knowledge, Skills and Abilities:

Knowledge of:

- Psychology, psychometry, psychopathy and physiological principles.
- Diagnostic criteria.
- Psychological evaluation methods.
- Policies, procedures, rules and regulations.
- Child and adolescent development.
- Knowledge of and adherence to HIPAA and other federal and state laws requiring the confidential handling of certain health information.

Skill in:

- Using psychological evaluation and assessment techniques and apply mediation procedures.
- Interpreting diagnostic evaluations and analyzing behavior.
- Preparing and maintaining accurate records, files and reports.
- Supervising and training employees.
- Interacting effectively with all levels of management, employees and outside contacts.
- Exercising independent judgment under minimal supervision.
- Both verbal and written communication.

Ability to:

- Plan and direct psychological activities and research.
- Organize workloads.
- Provide psychological counseling.
- Plan, assign and/or supervise the work of others.
- Establish and maintain effective working relationships with County employees and officials, representatives of outside agencies, and the general public.

WORK ENVIRONMENT & OTHER INFORMATION:

Physical requirements include the ability to lift/carry up to 35-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, repetitive motion, twisting, balancing, repetitive motion, client/customer contact, squatting, and occasional indoor/outdoor activities to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

Travis County employees play an important role in business continuity. As such, employees can be assigned to business continuity efforts outside of normal job functions.

DENTIST

JOB SUMMARY:

Provides routine and emergency dental care, assessment, diagnosis and treatment to offenders incarcerated in, but not limited to the Travis County Jail in Austin, Texas.

DUTIES AND RESPONSIBILITIES:

- Provide professional diagnosis and treatment of oral pathology for offenders in both routine and emergency settings;
- Provide dental care that includes, but is not limited to, diagnostic, preventive, restorative, periodontal, endodontia, oral surgery, and prosthetic services;
- Apply agency and professional treatment standards to develop individual patient treatment plans;
- Diagnose and treat dental disease of offenders or refer offenders to specialist for treatment;
- This position may be required to participate in restraining an offender primarily for medical reasons;
- Communicate with outside providers and internal peers to ensure continuity of care;
- Collaborate with other health care professionals, clinical services staff regarding offender health issue/policies, transfers, classifications and medical legal concerns;
- Participate in various decision-making committees to resolve system issues;
- Assist in developing policies, protocols, standards or guidelines;
- Maintain offenders' health records to include dental holds, special diets and work restrictions;
- Respond to offender grievances;
- Participate in the daily dental clinic operations to include tool control, chemical control, infection control practices, biohazardous waste, hazardous materials and radiation control exposure control regulations;
- Plan workloads and schedules, as well as those of any subordinates;
- Maintain agency compliance with relevant statutes and professional standards in dentistry;
- Provide input to supervisors on dental unit policies and procedures, dental treatment standards, and dental unit budgetary and staffing needs;
- Provides clinical guidance and direction, consultation and education relative to dental assistants' performance;
- Provide supervision of clinical tasks and procedures as required under the Dental Practice Law;
- Provide daily guidance to the dental care staff for kite log entry and offender appointment scheduling to achieve maximum efficiency in providing dental treatment;
- Perform dental patient education related to preventative care and self-care including appropriate hygiene, post dental procedure care, signs and symptoms of dental and periodontal disease and signs and symptoms of the need for immediate health dental care.

MINIMUM REQUIREMENTS:

Licenses, Registrations, Certifications, or Special Requirements:

Applicant must possess a current, valid dentist license issued by the Texas State Board of Dental Examiners.

ATTACHMENT B
FEE SCHEDULE

Description:	Regular Bill Rate (per hour)	Holiday/OT (per hour)
Radiology Technician	\$55	\$82.50
Physical Therapist	\$80	\$120
Registered Nurses	\$80	\$120
Licensed Vocational Nurse	\$60	\$90
Certified Nursing Assistant	\$45	\$67.50
Pharmacist	\$90	\$135
Pharmacy Technician	\$55	\$82.50
Mental Health Tech/Peer	\$45	\$67.50
LPC/LCSW/LMFT	\$80	\$120
Psychiatric Nurse Practitioner	\$145	\$217.50
Nurse Practitioner	\$130	\$195
Physician Assistant	\$130	\$195
Physician	\$170	\$255
Psychiatrist	\$290	\$435
Psychologist	\$135	\$202.50
Dentist	\$150	\$225

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. **General Requirements Applicable to All Contractors' Insurance**

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles, and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements apply to the **Contractor and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
\$500,000 bodily injury each accident
\$500,000 bodily injury by disease
\$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit: \$500,000 per occurrence for coverage A and B with a \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

Supplement Insurance Requirement: If child care, or housing arrangements for clients is provided, the required limits shall be:

\$1,000,000 per occurrence with a \$2,000,000 policy aggregate

C. Business Automobile Liability Insurance

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

D. Professional Liability and/or E & O Insurance

1. Minimum Limit: \$1,000,000 per Occurrence
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
3. Additional insured status for Travis County is not required

ATTACHMENT D
ETHICS SWORN DECLARATION

Date: _____

Name of Declarant: _____

Title of Declarant: _____

Business Name of Contractor: _____

County of Contractor: _____

Declarant on oath swears that the following statements are true and complete:

1. Declarant is authorized by Contractor to make this Sworn Declaration for Contractor.
2. Declarant is fully aware of the facts stated in this Sworn Declaration.
3. Declarant can read the English language.
4. Contractor has received the list of key contracting persons associated with this Contract which is attached to this Sworn Declaration as Exhibit "1".
5. Declarant has personally read Exhibit "1" to this Sworn Declaration.
6. Declarant has no knowledge of any key contracting person on Exhibit "1" with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this Sworn Declaration whose name is not disclosed in Exhibit "2" to this Sworn Declaration.

Signature of Declarant

Typed or printed name of Declarant

Address

City, State Zip Code

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
January 04, 2023

CURRENT EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Andy Brown	
County Judge (Spouse)	Sara Strother	
Chief of Staff to County Judge	Kate Garza	
Agenda Coordinator	Elizabeth Medina	
Executive Assistant	Tom Vasquez	
Executive Assistant	Emma Hilbert*	
Executive Assistant	Jose Becerra*	
Commissioner, Precinct 1	Jeff Travillion	
Commissioner, Precinct 1 (Spouse)	Perri Travillion	Austin Spurs
Chief of Staff to County Commissioner	Walter Muse	
Executive Assistant	Deone Wilhite	
Executive Assistant	Caitlin Brown	
Commissioner, Precinct 2	Brigid Shea	
Commissioner, Precinct 2 (Spouse)	John Umphress	Austin Energy
Chief of Staff to County Commissioner	Barbara Rush	
Executive Assistant	Lani Oglewood	
Executive Assistant	Zara Stanfield	
Commissioner, Precinct 3	Ann Howard	
Chief of Staff to County Commissioner	Vacant	
Executive Assistant	Lucy Oglesby	
Executive Assistant	Mick Long	
Commissioner, Precinct 4	Margaret Gomez	
Chief of Staff to County Commissioner	David Salazar	
Executive Assistant	Ricardo Rendon	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Patti Smith	
County Executive, Planning & Budget	Jessica Rio	
County Executive, Emergency Services	Charles Brotherton	
County Executive, Health & Human Services	Pilar Sanchez*	
County Executive, Transportation & Natural Resources	Cynthia McDonald	
County Executive, (Interim) Justice & Public Safety	Victoria Ashley*	
County Executive, Technology & Operations	Paul Hopingardner	
Travis County Attorney	Delia Garza	
Attorney Deputy Chief Senior	Lucio Del Toro*	
Attorney Deputy Chief Senior	Sherine Thomas	
Director Enforcement Litigation Division	Melissa Hargis*	
Attorney VII, Enforcement Litigation Division	Melissa Ferringer*	
Attorney VI, Enforcement Litigation Division	Mary Alice Boehm-McKaughan *	
Director, Land Use Division	Vacant	
Attorney VII, Land Use Division	Julie Joe	

Attorney VI, Land Use Division	Jennifer Hopgood	
Attorney VII, Land Use Division	Christopher Gilmore	
Attorney VI	Ujaala Rashid-Ferraro	
Director, Transactions Division	Ann-Marie Sheely	
Attorney VII, Transactions Division	Katherine (Kate) Fite	
Attorney VII, Transactions Division	Matthew R. Entsminger	
Attorney VII, Transactions Division	Barbara Wilson	
Attorney VII, Transactions Division	Jennifer Kraber	
Attorney VII, Transactions Division	James D. Nickell	
Attorney VII, Transactions Division	Becky Combs	
Director, Health Services Division	Trelisha Brown	
Attorney, Health Services Division	Kinski Moss*	
Attorney VII, Health Services Division	David Duncan	
Attorney VII, Health Services Division	Prema Gregerson	
Attorney VI, Health Services Division	Haseeb Abdullah	
Purchasing Agent	Bonnie S. Floyd, MBA, CPPO, CPPB	
Assistant Purchasing Agent	Jorge Talavera, CPPO, CPPB, CTPE, NIGP-CPP	
Assistant Purchasing Agent	Lee Perry	
Purchasing Operations & Procurement Director	CW Bruner, CPPB, PMP	
Purchasing Operations Consultant	Jason G. Walker, CPPB	
Purchasing Operations Project Manager, I	Rachel Fishback, CPPB	
Purchasing Operations Program Coordinator	Jacqueline Childress, J.D.	
Purchasing Operations Project Coordinator II	April Rodriguez	
Purchasing Business Analyst II	Kevin Scarbrough	
Purchasing Business Analyst II	Scott Worthington	
Senior Procurement Specialist	Lori Clyde, CPPO, CPPB, CTPE, NIGP-CPP	
Senior Procurement Specialist	Jennifer Winkler, MBA, CGAP, NIGP-CPP	
Senior Procurement Specialist	James A. Carey	
Senior Procurement Specialist	Sara Kassem, MBA, CTCM, CTPM, CPPB, NIGP-CPP	
Senior Procurement Specialist	Bridgett Bradshaw	
Procurement Specialist III	Lynn Woods, MBA	
Procurement Specialist III	Jerry Jones, MBA, CTCM	
Procurement Specialist III	Priscilla Harrington, CPSM	
Procurement Specialist III	Jean Liburd	
Procurement Specialist III	Jennifer Proctor Romero	
Procurement Specialist III	Randle Jackson	
Procurement Specialist II	L. Wade Laursen, CPPB	
Procurement Specialist II	Patricia Estrada	
Procurement Specialist II	Limbania Rodriguez	
Procurement Specialist II	Geri Castaneda	
Procurement Specialist II	Terri Mendez, CTCM*	
Procurement Specialist II	Sam Francis*	
Procurement Specialist II	Joe Hon*	
Procurement Specialist II	Tara Hollingsworth*	
Procurement Specialist I	Jamal Williams	
Procurement Specialist I	Vacant	
Procurement Specialist I	Tina Litzner*	
Procurement Specialist I	Brandon Hoffman*	

Procurement Specialist I	Thomas Lynch*	
Procurement Specialist I	Pamela Quiroz*	
Procurement Specialist I	Christopher Milledge*	
Procurement Specialist I	Ardian Shaholli *	
HUB Program Director	Sylvia Lopez	
HUB Coordinator	Corina Rodriguez	
Purchasing Contract Compliance Director	Tenley Aldredge, M.I.A., J.D	
Purchasing Contract Compliance Officer	Andrew J. Artzt, J.D.	
Purchasing Contract Compliance Officer	Kimberly Effinger	
Purchasing Contract Compliance Monitor	Dennis Reyna	
Purchasing Contract Compliance Monitor	Patrick Tuohy	
Purchasing Contract Compliance Monitor	Tommie Wesley*	
Purchasing Contract Compliance Monitor	Kaleo Lopez*	
Medical Services Director	Mary Gallo	
Inmate Mental Health & CES Director	Danny Smith	
Financial Manager	Maria Wedhorn	
Accountant Assoc	Ruth Porter	

* - Identifies employees who have been in that position less than a year.

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
County Executive, Health and Human Services	Sherri Fleming	03/31/23
Procurement Specialist I	Miriam Hogans	08/16/23
Executive Assistant	Jennifer Dowell	08/05/23
Director, Land Use Division	Tom Nuckols	09/30/23
County Executive, Justice & Public Safety	Roger Jefferies	09/15/23

EXHIBIT 2, ATTACHMENT D
DISCLOSURE

Exhibit 2 acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date of execution of the contract with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons.

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business with any Key Contracting Person during the 365 day period immediately prior to the date of execution of the contract.

DRAFT

ATTACHMENT E
FEDERAL ANTI-LOBBYING CERTIFICATION

The undersigned Contractor certifies that, to the best of its knowledge:

No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contractor shall require that:

- 1) the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and
- 2) all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official Date

ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTOR

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? YES NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date Printed/Typed Name & Title of Authorized Representative

