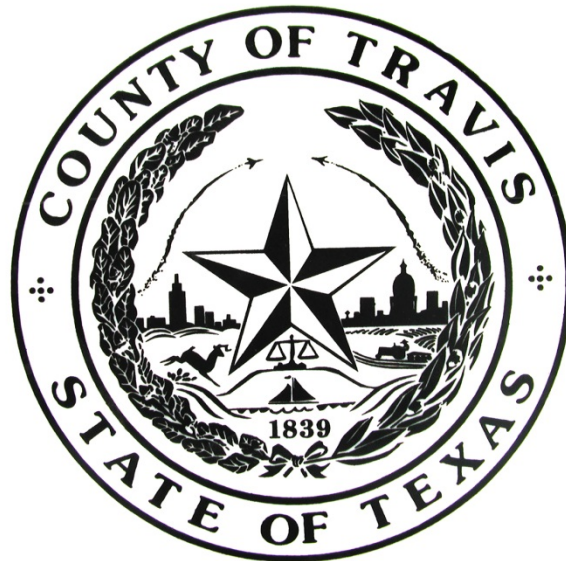


TRAVIS COUNTY PURCHASING OFFICE



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

COUNTY OF TRAVIS

AND

U.S OCCMED TEXAS, PLLC dba NOVA MEDICAL CENTERS

FOR

PRE-EMPLOYMENT TESTING SERVICES

AGREEMENT NO. 4400006726

(TRAVIS COUNTY SHERIFF'S OFFICE)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR PRE-EMPLOYMENT TESTING SERVICES**

This Agreement is entered into by the following Parties: County of Travis, corporate and political subdivision of the State of Texas, (“County”) and U.S. OCCMED Texas, PLLC, dba Nova Medical Centers, (“Contractor”).

WHEREAS, County desires to obtain the services of a qualified contractor to provide Pre-Employment Testing 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, U.S. OCCMED Texas, PLLC, dba Nova Medical Centers
- 1.3. “County Auditor” means, Travis County Auditor.
- 1.4. “Director” means, Department Head Cristina Warren, Human Resources Mgr II, or their 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 Contractor.
- 1.8. “Purchasing Agent” means Travis County Purchasing Agent, Bonnie S. Floyd, MBA, CPPO, CPPB, or her successor.

2.0 EMPLOYMENT OF CONTRACTOR

- 2.1. The Purchasing Agent acts as County’s overall agreement 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 Agreement. 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 Agreement 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 Agreement shall renew October 1, hereafter for four (4) consecutive twelve (12) month terms ending on September 30, 2028, unless sooner terminated by either Party as provided herein.
- 3.3. Termination. County may terminate this Agreement at any time by giving the Contractor written notice of such termination at least thirty (30) days before the effective date of the termination.

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 Agreement, which is expressly incorporated herein and made a part hereof.
- 4.2. Ethical Standards. Contractor shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and Contractor's best professional judgment. Contractor shall use at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances.
- 4.3. Professional Qualifications. At all times during the term of this Agreement, Contractor's personnel performing services under this Agreement shall maintain in good standing their professional licenses, certifications, and accreditations applicable to services. Contractor shall provide Director documentation that the provider's license is in good standing with the licensing entity. Contractor shall perform all acts reasonably necessary to maintain and improve its professional competence and training. Contractor shall notify County within two (2) working days if any adverse action related to its professional license or accreditations occurs.
- 4.4. 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 Agreement.
- 4.5. Civil Rights and Equal Opportunity in Employment. Contractor agrees, during the performance of the services under this Agreement, that Contractor shall provide all services and activities required 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, as if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any applicant for employment, employee, or other person on the basis of race, color, religion, sexual orientation, gender identity/expression, age, national origin or handicapped condition and shall provide reasonable accommodations for disabilities as required by the Americans with Disabilities Act as amended. In accordance with Title VI of the Civil Rights Act of 1964.
 - 4.5.1 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 Agreement.

- 4.5.2 Nondiscrimination: Regarding the work performed by Contractor under this Agreement, it 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. Seller shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 in 49 CFR Part 21, including employment practices.
- 4.5.3 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, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4.5.4 Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Contractor under the Agreement until Contractor complies, or until cancellation, termination or suspension of the Agreement, in whole or in part.
- 4.5.5 Incorporation of Provisions: Contractor shall include the provisions of section 4.5 (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.
- 4.5.6 List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Pertinent Nondiscrimination Authorities:
- 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);
- 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)

- 4.5.7 **Verification of Non-Discrimination Against Specified Entities.** In compliance with Texas Government Code, chapter 2271 and relevant sections of chapter 2274, Contractor's signature on this Agreement serves as written verification that Contractor complies with the following sections:
- a. Contractor does not boycott Israel and will not boycott Israel during the Agreement Term;
 - b. Contractor does not boycott energy companies and will not boycott energy companies during the Agreement 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 Agreement Term.
- 4.6 **Legal Compliance.** Contractor shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- 4.7 **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 Agreement.
- 4.8 **Federal Funds.** Contractor warrants that 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 any 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.
- 4.9 **Communications.** Contractor may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement 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.
- 4.10 Contractor expressly acknowledges that, in entering into this Agreement, 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 Agreement. 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 scope of services.

- 4.11 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$25,000.00.

Contractor certifies, by entering into this Agreement, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor shall include this certification requirement in all subcontracts to this agreement that exceed \$25,000.00.

5.0 COMPENSATION, BILLING AND PAYMENT

- 5.1 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 Agreement, County shall pay Contractor in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

5.1.1 Not to exceed amount: \$ As Needed Basis

5.1.2 Additional Fees: \$ None

- 5.2 Satisfactory Completion of Services. County shall not be responsible for the costs of any services under this Agreement 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.

- 5.3 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.

- 5.4 Invoicing. Contractor shall invoice County monthly for services performed pursuant to this Agreement. 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.

- 5.4.1 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:

- 5.4.1.1 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;
- 5.4.1.2 Name and address where the payment is to be sent, if payment is by check;
- 5.4.1.3 County Contract Number and County Purchase Order Number;
- 5.4.1.4 Identification of items or services as outlined in the Agreement*;
- 5.4.1.5 Quantity or quantities, applicable unit prices, total prices by item, and total invoice amount, and
- 5.4.1.6 Any additional payment information that may be called for by the Agreement*.

*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.

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

Valerie Yuhas (or their successor)
 Accountant Associate
 Travis County Sheriff's Office
 P.O. Box 1748
 Austin, TX 78767
 valerie.yuhas@traviscountytexas.gov

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.

- 5.5 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 Agreement with Contractor and Contractor fails to refund any money owed to County within thirty days of request, County may offset the difference against the next advance or payment payable to Contractor.
- 5.6 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.
- 5.7 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.
- 5.8 Disbursements to Persons with Outstanding Debt.

- 5.8.1 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:
- 5.8.1.1 the County Treasurer notifies Contractor in writing that the debt is outstanding; and
 - 5.8.1.2 the debt is paid.
- 5.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.
- 5.8.3 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.
- 5.9 Period of Services. County shall not be liable for costs incurred or performances rendered by Contractor before or after the term of this Agreement.
- 5.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a Agreement for the purchase of personal or professional services.
- 5.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Contractor twenty days written notice that this Agreement is terminated due to the failure to fund it.

6.0 RECORDS CONFIDENTIALITY AND ACCESS

- 6.1 Confidentiality. Contractor shall establish a method to secure the confidentiality of records and other information relating to Pre-Employment Testing 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.
- 6.2 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 Agreement 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.
- 6.3 Access to Records. Contractor further agrees that the County or its duly authorized representatives shall have access to any and all books, documents, papers, reports and records of Contractor, which the County deems are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws. Contractor shall provide 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. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Contractor is in the exclusive

possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.

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

7.0 AMENDMENTS / MODIFICATIONS

- 7.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement 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 AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.
- 7.2 Requests for Changes. Contractor shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.
- 7.3 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 Agreement. 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.

8.0 OTHER PROVISIONS

- 8.1 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 AGREEMENT.
- 8.2 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 Agreement 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 Agreement. 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 AGREEMENT.
- 8.3 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 Agreement, 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.

8.4 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:

8.4.1 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.

8.4.2 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.

8.5 Non-Waiver of Default.

8.5.1 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.

8.5.2 All rights of County under this Agreement 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 Agreement shall not preclude the exercise of any other right or remedy under this Agreement 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.

8.6 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 Agreement by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Agreement by Contractor (including business done during any Renewal Term of this Agreement) and prior to full performance of this Agreement, Contractor will forfeit all County benefits of this Agreement and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Agreement. Contractor will notify County of any change in the information submitted with this Agreement as to the Ethics Sworn Declaration within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

8.6.1 "Is doing business" and "has done business" means:

- (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.

8.7 Agreement.

- 8.7.1 Entire Agreement. All written or oral agreements between the Parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement 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.
- 8.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement and constitute promised performances by Contractor in accordance with all the provisions of this Agreement.
 - 8.7.2.1 Attachment A – Scope of Services
 - 8.7.2.2 Attachment B – Fee Schedule
 - 8.7.2.3 Attachment C – Insurance Requirements
 - 8.7.2.4 Attachment D – Ethics Sworn Declaration including:
 - 8.7.2.4.1 Exhibit 1 - List of Key Contracting Persons
 - 8.7.2.4.2 Exhibit 2 – Disclosure Form

8.8 Notices:

- 8.8.1 Written Notice. Any notice required or permitted to be given under this Agreement 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.
- 8.8.2 County Address. The address of County for all purposes under this Agreement 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):

Cristina Warren (or their successor)
Human Resources Manager II
P.O. Box 1748
Austin, Texas 78767

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

For Payments:

U.S. OCCMED Texas, PLLC, dba Nova Medical Centers
P.O. Box 840066
Dallas, Texas 75284-0066

For Payments:

U.S. Occmed Texas, PLLC, dba Nova Medical Centers
Attn: General Counsel
2425 Fountain View Dr., STE 160
Houston, Texas 77057

8.9 Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 8.8. Any change in the address shall be reported within fifteen days of the change.

8.10 Dispute Resolution - Administration by Purchasing Agent. When Contractor and/or County have been unable to successfully resolve any question or issue related to this Agreement, 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 Agreement in relation to the described dispute. Unless otherwise stated in this Agreement, 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 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 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 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.

8.11 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.

- 8.12 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 Agreement. 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.
- 8.13 Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other contractors as reasonable and necessary and as required by the Director.
- 8.14 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.
- 8.15 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.
- 8.16 Governing Law. The validity of this Agreement 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.
- 8.16.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- 8.16.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.
- 8.16.3 Assignment. No Party may assign any of the rights or duties created by this Agreement 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 Agreement unless expressly granted that authority by Commissioners Court.

- 8.17 Binding Agreement. Notwithstanding any other provision of this Agreement 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 Agreement without the written consent of the other Party.
- 8.18 Performance of Other Services. As a part of this Agreement, it is understood that Contractor is free to provide services outside this Agreement 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 Agreement and County is under no obligation to refer any case to Contractor for services under this Agreement.
- 8.19 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.
- 8.20 Certificate of Contractor. Contractor certifies that neither Contractor nor any members of Contractor's firm nor any Subcontractor has:
- 8.20.1 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 Agreement.
 - 8.20.2 Agreed, as an expressed or implied condition for obtaining this Agreement, 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 Agreement.
 - 8.20.3 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 Agreement.
 - 8.20.4 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 Agreement 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.
- 8.21 Interpretational Guidelines.
- 8.21.1 Computation of Time. When any period of time is stated in this Agreement, 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.
 - 8.21.2 Number and Gender. Words of any gender in this Agreement 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 Agreement clearly requires otherwise.
 - 8.21.3 Headings. The headings at the beginning of the various provisions of this Agreement 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 Agreement.

- 8.22 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of this Agreement, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the 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.

- 8.23 County Monitoring. The Contractor will be monitored by the Director (or their designee) for compliance with the requirements of this Agreement.

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

DUPLICATE ORIGINALS

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

U.S. OCCMED Texas, PLLC, dba Nova Medical Centers County of Travis, Texas

Name: _____	Travis County Judge
Title: _____	Date: _____
Date: _____	

Approved as to Purchasing Policies and Procedures by: _____
 Travis County Purchasing Agent
 Bonnie S. Floyd, MBA, CPPO, CPPB

Approved as to Legal Form by: _____
 Assistant County Attorney

Funds Verified by Auditor: _____
 County Auditor

ATTACHMENT A
SCOPE OF SERVICES

Contractor will provide the following services:

Drug Testing:

10 Panel Drug test – Rapid panel – Contractor will upload to Contractor’s medical portal so that County can access results on the same day tested. If the test’s screening shows a positive result for any of the following drugs, Contractor will review medication history of candidate to see if prescribed or if illegal drug use and put notations reflecting that information in the test.

Testing **must** include the following:

- Carboxyl – THC (Marijuana-MET)
- Amphetamine/Methamphetamine
- Benzoylcegonine (Cocaine-MET)
- Opiates (Codeine/Morphine)
- Phencyclidine (PCP)
- Barbiturates
- Benzodiazepines
- Propoxyphene
- Methadone
- Methaqualone

Testing must occur immediately after initial job interview or no later than 24 hours after job interview. Contractor will provide testing locations within a 10-15 mile radius from Travis County Sheriff’s Office Human Resources Office located at: 5555 Airport Boulevard, Austin Texas.

Testing location must offer services on a Walk in basis and have extended hours after 6:00 pm.

Contractor will provide extended testing center locations within the first year of the contract at the following locations: San Antonio, Dallas, McAllen/Harlingen and Houston.

Vision Screening:

Wall Chart – Visual testing will consist of the wall chart unless otherwise marked on Contractor’s Authorization Sheet to meet candidate’s job description.

Testing must document sufficient vision without glasses to defend self and others, and perform mandatory life safety functions. Dual vision is required. All officers are required to take and pass vision tests each year. Vision must be correctable to 20/20 or better with uncorrected vision of 20/200 or better. Corrected visual acuity should be at least 20/20 (both eyes) and 20/40 (each eye). For applicants who have completed refractive surgery to correct vision, the operating physician must complete a Corrected Vision Surgical Form.

Hearing Tests:

Audiogram – per job description and uploaded to Contractor’s online portal so County can access results.

The Test administered must indicate if applicant has normal hearing in both ears. Hearing sensitivity thresholds are within 25 dB measured at 500 Hz, 1000 Hz, 2000Hz and 3000Hz averaged together. Test results that indicate abnormal hearing require a medical specialist evaluation in order for the candidate to be considered for hire. A “Whisper Test” is NOT Acceptable.

If candidate does not meet hearing requirements then candidate will need to seek treatment with hearing specialist at their own cost.

Non DOT Physical – Test type will be determined based on Job description. The Results of physical must be uploaded to the online medical portal the same day completed. Vision screening must be part of the physical. DOT physical includes: review of pre-employment physical examination forms, vision screening as per job description, and review of medical history.

TB Test – Skin test must be given on the same day of physical and read two (2) days later. Results must be received on third day following initial test. If Test results in a positive reading, a RADEX CH2 C Views must be performed by Contractor Front & Lateral chest x-rays.

Forms:

TCOLE L-2 Licensing form must be filled out by Contractor for all drug and physical exams (Copy provided).

Cobra acknowledgement form must be completed by Contractor.

TCSO's Pre employment Physical Examination form must be completed by Contractor. (Copy provided).

The form acknowledges the Candidate meets job description requirements. (Copies provided)

Forms must be faxed back to County within 24 hours.

County is under no obligation to send prospective employees to Contractor, however the following are estimates for the number of tests Contractor may be required to perform, and Contractor has the ability to provide the following number of tests:

Estimated quantities of Tests per year

10 Panel Drug Test	300
Physical Examinations	175
Audiogram Hearing Test	175
TB Test	175
Vision Screening	175

ATTACHMENT B
FEE SCHEDULE

Description	Price
Z1002 RAPID DRUG SCREEN, PRE-EMPLOYMENT	\$ 72.05
Z1920 WALL CHART	\$ 21.43
Z0000 JAEGER II VISION TEST	\$ 21.63
Z1919 COLOR PLATES	\$ 21.43
92552 HEARING TEST (AUDIOMETRY)	\$ 54.45
Z9451 PHYSICAL BASIC NON-DOT	\$ 86.35
86580 TB SKIN TEST	\$ 42.15
71020 RADEX CH2, 2 VIEWS FRONT & LATERAL	\$ 50.36
G0481 PHYSICAL FOLLOW UP	\$ 32.77
Z9451 PHYSICAL BASIC NON-DOT	\$ 72.98
99202 RETURN TO WORK EVALUATION	\$ 150.20
G0481 PREGNANCY TEST - URINE (ONLY JP)	\$ 15.86
Z1099 NON-DOT DRUG SCREENING	\$ 71.22
Z7010 CHEST X-RAY 1 VIEW	\$ 47.94
Z7020 CHEST X-RAY 2 VIEW	\$ 64.02
Z7751 PHYSICAL PERFORMANCE EVAL LEVEL 2	\$ 149.12
Z9907 B-READ, RADIOLOGIST	\$ 164.11
OTHER TESTS PRE-APPROVE BY DIRECTOR	\$ 1.10

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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

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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 Agreement 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 1, ATTACHMENT D
LIST OF KEY CONTRACTING PERSONS
January 9, 2022

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	Vacant	
Executive Assistant	Emma Hilbert*	
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	Tom Nuckols	
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	Vacant	
Attorney VII, Transactions Division	James D. Nickell	
Attorney VII, Transactions Division	Becky Combs	
Legal Secretary	Candy Eley	
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 II	L. Wade Laursen, CPPB	
Procurement Specialist II	Patricia Estrada	
Procurement Specialist II	Limbania Rodriguez	
Procurement Specialist II	Randle Jackson	
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*	
Accountant Associate	Valerie Yuhas	
Financial Analyst	Linda Hollis	
Financial Mgr	Maria Wedhorn	
Human Resources Manager II	Cristina Warren	

* - 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
County Executive, Justice & Public Safety	Roger Jefferies	09/15/23
Director, Land Use Division	Tom Nuckols	9/30/23

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 agreement 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 agreement.