

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**TARRANT COUNTY TEMPORARY PERSONNEL SERVICES AGREEMENT FOR
EVENT-RESPONSE DATA ANALYSIS**

This agreement is made between Tarrant County, Texas ("COUNTY") and Vendor Name ("PROVIDER" or "VENDOR"), having its principal place of business at Vendor Address for the purpose of providing temporary event-response data analysis personnel services for Tarrant County and shall be effective _____, 2021.

A. PROVIDER SERVICES

1. Provide temporary Event-Response Data Analysis personnel who are experienced in their relevant medical or professional field and have the necessary education, training, certification, and registration for the temporary position. Preference is that the temporary personnel have experience in Infectious Disease, Internal Medicine, Family Practice Medicine or Community/Public Health.
2. Provide any, or all, of the following temporary positions:
 - A. Epidemiology Specialist
 - B. Preparedness Coordinator
 - C. Health Educator
 - D. Job title
 - E. Job title
 - F. Job title
3. Temporary Event-Response Data Analysis Personnel will work at various locations within Tarrant County.
4. Work hours and location will vary based on the needs of Tarrant County.
5. The Vendor(s) should assign one (1) representative to the Tarrant County contract as the first point-of-contact. If the assigned individual is replaced, Tarrant County should be notified as soon as possible.
6. The Vendor(s) should provide a contact number for after-hours contact.
7. The Vendor(s) must return calls within four (4) hours, 24 hours per day and 7 days per week (24/7).
8. A Tarrant County representative, from the requesting department, will make contact and provide details such as the temporary position needed, location, and projected start and end dates. The Vendor will be given a deadline for filling the open temporary position, based on the need at that time. If the Vendor is unable to fill the temporary position by the set deadline, Tarrant County may choose to move another contracted Vendor.
9. Tarrant County reserves the right to reject any or all individuals selected by the Vendor.
10. No person currently employed by Tarrant County may be assigned to work at any Tarrant County facility as a temporary under this contract.

11. Background Screenings Required for all Temporary Positions:

- A. To the extent permissible by law, the Vendor(s) shall conduct, pay for, and submit verification of conducting a background check covering the last seven (7) years on all temporary Event-Response Data Analysis Personnel assigned to Tarrant County. Background check must include, but not be restricted to the following:
- 1) Verification of previous employment.
 - 2) Verification of education, licensure and/or certification.
 - 3) Criminal activity background check to include:
 - National Criminal Search,
 - State Criminal Search,
 - County Criminal Search to include: Tarrant, Dallas, Collin, Denton and other applicable counties,
 - Federal Criminal Search,
 - Nationwide Wants and Warrants,
 - Social Security Number (SSN) Verification,
 - Past Address History,
 - Sex Offender Registry Search.
 - 4) Pre-employment drug screen with confirmatory testing in the event of a positives screen. Drug screen should be a ten (10) panel test and include commonly known abused substances.

12. Communicable Disease Screenings

- A. All Vendor temporary personnel who provide **direct patient care** may need to meet, at a minimum, the following requirements. The hiring manager shall determine the requirements at the at the time a request for temporary workers is made. The Vendor(s) must ensure that, where applicable, temporary personnel assigned to Tarrant County comply with the Tarrant County Public Health communicable disease requirements for Healthcare Personnel. All histories must have supporting documentation. If the Vendor is unable to verify such documentation, then the Vendor must not assign such temporary to any Tarrant County facility.
- 1) Tuberculosis Testing: For any temporary Event-Response Data Analysis Personnel who tests positive, the Vendor must present documentation of treatment status. For temporary Event-Response Data Analysis Personnel with previous known positive skin tests, the Vendor must present a yearly screening of clinical symptoms for active tuberculosis.
 - 2) Vaccination, and/or evidence of immunity for the following: Hepatitis A, Hepatitis B, MMR (measles/mumps/rubella), Chicken Pox (Varicella), Tetanus, diphtheria, and acellular pertussis (Td/TdaP), and Influenza.

- 3) Vendor, or temporary personnel, will bear the costs associated with providing any testing, documentation, examination, vaccinations or immunizations necessary to comply with the requirements of this agreement and any relevant Tarrant County policies.
 - 4) Both parties agree that release of healthcare information may be subject to proper written authorization and it shall be the Vendor's responsibility to obtain such authorization.
12. Before a temporary may start their assignment, the following information must be provided to the Tarrant County division that made the temporary personnel request:
- a. Name.
 - b. License number.
 - c. Specialty, if applicable.
 - d. Estimated time available for the temporary assignment.
 - e. Background screening.
 - f. Last 4 digits of their Social Security number.
 - g. Documentation of communicable disease screenings.

B. JOB DESCRIPTIONS, REQUIREMENTS AND DUTIES BY POSITION:

Duties will vary by area assigned, so are not limited to those included below.

1. EPIDEMIOLOGY SPECIALIST

Essential Duties and Responsibilities:

1. Interviews, counsels, and tests for various communicable diseases
2. Provides disease related educations program to groups
3. Compiles statistical reports
4. Conducts investigative field work to locate contacts
5. Provides disease related information via phone or in person
6. Participates in rotation of 24/7 call for communicable disease reports
7. Performs all other related duties involved in the operation of the Public Health Department as assigned.

Minimum Requirements:

Bachelor's degree, preferably in Public Health, Science, Nursing, Sociology, Humanities, or Psychology, and one (1) year of Public Health experience, preferably in Epidemiology, required OR Master's degree in Public Health or a closely related field required. Must possess a valid Texas driver's license. Must be able to read in order to gather information and conduct literature searches. Must be able to write and prepare reports on investigations, have computer knowledge, understand the job subject matter, and interact in bilingual settings. Spanish and English proficiency in oral and written communication preferred.

Contacts:

Interacts with Local and State Health Agencies, Health Care Providers, Area Schools and Public Agencies.

2. PREPAREDNESS COORDINATOR**Essential Duties and Responsibilities:**

1. Under the supervision of the Public Health Preparedness Nurse Coordinator, coordinates the development, implementation, exercise and evaluation of the Public Health Preparedness Program.
2. Develops and implements plans, guidelines, policies, procedures and manual related public health preparedness.
3. Develops and monitors a work plan for public health preparedness grant.
4. Oversees and coordinates QA functions for the public health preparedness grant, protocols and procedures.
5. Coordinates with local governmental entities and other community organizations in planning and implementing regularly scheduled exercises relating to public health preparedness.
6. Serves as liaison with federal, state and local agencies in matters concerning public health preparedness.
7. Works with local and regional public health planners to ensure that plans are developed in coordinated manner related to public health preparedness.
8. Meets with appropriate stakeholders and other entities involved to discuss roles and support functions relating to public health preparedness.
9. Develops and delivers presentation to local and regional entities to improve understanding and support for local public health preparedness planning using verbal and written communication skills.
10. Performs all other related duties as assigned.

Minimum Requirements:

Master's Degree or higher, preferably in Public Health, Administration, Science, Nursing, Sociology, Humanities or Psychology. Minimum of one (1) year experience in Public Health or a related field; or a Bachelor's Degree preferably in Public Health, Science, Emergency Management, Nursing, Sociology, Humanities or Psychology. Minimum of three (3) years of experience in Public Health or related field; or an Associate Degree in any field with five (5) years of experience in Public Health or related field. Experience in emergency management; experience in designing effective drills and exercises; experience in conducting needs assessments; experience building and managing stakeholder relations and public/private partnership; skilled Microsoft Office Suite including Project, Outlook, Word, Excel, Access and PowerPoint, skilled in communicating in writing and orally.

Contacts:

Interacts with Public Safety Officials, Elected Officials, Law Enforcement Agencies and the general public.

3. GIS SUPPORT SPECIALIST

Essential Duties and Responsibilities:

1. Assists in creating and editing graphical and tabular data on TCPH GIS and other TCPH systems.
2. Researched, collects, edits and publishes data and ensures proper procedures are followed.
3. Resolves non-matching address data with TCPH GIS and other TCPH related systems.
4. Assists in managing GIS data including systems monitoring, interfacing, and verification of data.
5. Provides GIS information to other TCPH staff and County departments and employees as needed.
6. Performs all other related duties as assigned.

Minimum Requirements:

High school diploma or GED. Associate degree preferred. Three (3) years' experience in GIS computer graphics, cartography, or related field. Spreadsheet and/or word processing experience or experience with specialized software/application. Ability to define precise descriptive geographic information. Must have experience with ESRI software. Intermediate oral and written communication/presentation skills. Accurate in data entry. Must be skilled in logical problem solving.

Contacts:

Interacts with TCPH GIS Analyst, Informatics and other TCPH staff, Partner agencies and General Public.

4. HEALTH EDUCATOR

Essential Duties and Responsibilities:

1. Conducts training presentations to diverse community stakeholders in communicable diseases and associated illnesses.
2. Assists professional development coordinator by designing and producing training tools such as live classroom training courses and other online internet-based interactive training for public health staff and other community stakeholders.
3. Maintains and expands TCPH inventory of communicable diseases and associated illnesses educational materials. Responds to and helps track requests from stakeholders and healthcare providers for communicable diseases and associated illnesses prevention and outreach.
4. Researches and develops training materials and resources and facilitates course offerings in coordination with other training professionals.
5. Identifies partners for training and coordinates projects and programming utilizing partner resources in providing communicable diseases educational outreach.
6. Prepares training sites for educational offerings including scheduling and arranging of rooms and setup of AV equipment and ensures adequate supplies of training materials.

7. Serves as instructor for selected training courses for communicable diseases and associated illnesses at the systemic level.
8. Performs all other related duties as assigned.

Minimum Requirements:

Bachelor's degree in public health, health promotion, public relations, communications, marketing, or a related field and two (2) years of experience in training, instruction, and community engagement and outreach. Master's degree desirable. Must have experience, knowledge, and demonstrated skills in researching material and preparation of training toolkit for presentation to a wide variety of public health partners and stakeholders. Marketing and presentation skills also very desirable. Must have excellent verbal and written communication skills and strong organizational skills. Must have working knowledge and skills in utilizing Microsoft Office suite and other multimedia software applications. Must possess a current and valid driver license.

Contacts:

Interacts with Supervisor, TCPH Director and Leadership Team, various supervisors and coordinators involved in Public Health, local healthcare organizations, and regional and local community stakeholders.

5. POPULATION HEALTH INFORMATICS ANALYST - PUBLIC HEALTH

Essential Duties and Responsibilities:

1. Collaborate with TCPH system administrators to develop and generate ad hoc reports to address specific health promotion, outreach, or outcome reporting needs.
2. Collaborate with epidemiologists, disease investigation specialists, and surveillance coordinators at TCPH in establishing and maintaining files and databases containing data pertaining to the health status of the population of Tarrant County.
3. Participates in epidemiologic studies and investigations as needed.
4. Maintains knowledge of current public health and medical informatics applications and monitors trends and changes in various healthcare information technologies.
5. Develops guidance tools, reports, and documentation of lessons learned and best practices for public health professionals related to utilization of informatics in the public health environment.
6. Supports creation and routing of reports for eCW users and management.
7. Coordinates with TC Information Technology Department to develop requirements and specifications for critical healthcare and public health electronic data interfaces, databases, and supporting processes.
8. Performs workflow analysis within the existing EHR used by TCPH (eCW) and conducts redesign of these workflows for standardization of all clinical operations.
9. Performs all other related duties involved in the operation of Public Health as assigned or required.

Minimum requirements

Master's degree in Public Health, Epidemiology, Informatics, Biostatistics or related field is required. Two (2) years of full-time experience in a healthcare, hospital, or public health setting is required. Working knowledge of database applications, spreadsheets, computing systems, and data analysis programs required. Experience in a health-related field with knowledge of disease investigation protocols, reporting procedures, and data analysis desirable. Preferred exposure to or knowledge of HIPAA requirements. Knowledge of data processing software, computing systems, data analysis programs, and computer programming methods such as SAS, SPSS, and R Project for Statistics. Experience with PENTAHO, IBM/COGNOS, SQL Reporting Services (SRSS), and other report and business intelligence applications preferred. Demonstrated healthcare report generation experience using eClinicalWorks or another EMR is a plus.

Contacts:

Interacts with clinical supervisors, clinical informatics epidemiologists, AD-Clinical Services, AD-Disease Control & Prevention, Assistant Medical Director, and County IT personnel

6. ELECTRONIC HEALTH RECORD (EHR) SPECIALIST- PUBLIC HEALTH

Essential Duties and Responsibilities

1. Serves as the primary point of contact within Public Health for all issues and requests relating to the Electronic Health Record (EHR) system.
2. Creates, modifies, and terminates EHR user accounts and user groups including modifications of appropriate application group security settings.
3. Responds to end-user requests for issue resolution. Creates and monitors support tickets with EHR vendor and works to resolve problems quickly and accurately.
4. Assists in reporting functions for running daily, monthly, and ad hoc reports for financial, operational, and clinical activities using both native and customized EHR and external reporting tools.
5. Coordinates efforts to correct deficiencies and errors that occur in the electronic record system.
6. Coordinates all upgrades and feature implementations with the EHR vendor.
7. Works with various Public Health divisions (Clinical, Operations, Business Office, etc.) to examine workflows within EHR and make updated recommendations as appropriate.
8. Works with IT Department during outages to ensure best possible access to EHR through alternative means.
9. Supports creation and routing of ad-hoc reports for Public Health EHR users and management.
10. Works with various divisions as required with regards to EHR interfaces (e.g. immunization, laboratory, HIE, etc.).
11. Attends and/or participates in EHR training to stay current on EHR features.
12. Serves as EHR point of contact for patient safety advisories including managing notifications from EHR and communicating those to internal staff as appropriate.

13. Ensures compliance with all regulatory requirements related to managing protected health information and meeting legal requirements for EHR.
14. Monitors trends and changes in electronic health records administration, current Public Health and Medical Informatics applications, and information technologies to optimize data extraction and analysis for epidemiologic studies and investigations as needed.
15. Performs other duties as assigned.

Minimum Requirements:

Bachelor's degree in related health information technology or health sciences field required. Two (2) years of full-time experience in a healthcare, hospital, or public health setting required. Experience in a health-related field with knowledge of health information standards, HIPAA regulations, disease reporting and investigation protocols, and data analysis required. Experience with SQL Reporting Services (SRSS), EHR Enterprise Business Objects suite, and/or IBM Cognos preferred. Working knowledge of database applications, spreadsheets, computing systems, and data analysis programs required. Demonstrated healthcare report generation experience using EHR (eClinicalWorks or EPIC major vendors strongly preferred). Knowledge of technologies such as electronic medical records (EMR), electronic health records (EHR), and computerized physician order entry (CPOE), HL7 Laboratory Interfacing required. Knowledge of standardized vocabularies of diagnosis and treatment (ICD10, CPT, SNOMED, LOINC) required. Knowledge of applicable laws (e.g. HIPAA), statutes, and policies regarding health information including security, privacy, and management of confidential data required. Knowledge of clinical and business operations, methods, and practices required. Knowledge of data processing software (SAS, SPSS, R-studio, etc.) and computing systems preferred.

Contacts:

Interacts with Clinical Supervisors, Clinical Staff, Clinical Informatics Epidemiologist, DSRIP Program Manager, AD Clinical Services, AD Disease Control and Prevention, Assistant Medical Director, County IT Personnel, and Compliance Manager.

7. COMMUNICATION AND OUTREACH SPECIALIST

Summary:

Creates and coordinates communication collateral and outreach materials related to various grant-funded County projects and programs. Assists with virtual and in-person outreach concerning available resources and other relevant public information. Gathers and organizes information for public distribution from a variety of departments engaged in efforts related to federal and state grant-funded and other special initiatives. Coordinates with County departments to maintain a public-facing, online resource center related to available programs and services.

Essential Duties and Responsibilities:

1. Gathers data and other information from various County departments to regularly update shared public information about grant-funded program efforts through various media.
2. Maintains and updates information on County's resource webpages in coordination with various County departments.

3. Creates educational and informational emails, flyers, newsletters, and information articles related to grant-funded County programs for distribution to the public.
4. Coordinates outreach efforts for various programs related to resources and programs.
5. Engages in direct outreach to community members via events, webinars, or direct email.
6. Along with the Digital Media Manager and Public Information Officer, manages vendors providing marketing and paid media services related to grant-funded programs.
7. Performs all other related duties involved in the operation of the business as assigned or required.

Minimum requirements:

Bachelor's degree in communications, digital media, marketing, or a related field and three (3) years of communication, marketing, public outreach and engagement, digital media, or related experience OR master's degree in communications, digital media, marketing, or a related field and one (1) year of communication, marketing, public outreach and engagement, digital media, or related experience. Familiarity with website management and working knowledge of Adobe Illustrator, InDesign, and Photo Shop. Excellent written and verbal communication skills required; ability to knowledgably interface with IT Department related to website and content management. Must be comfortable speaking in a public setting.

Supervisory Responsibilities:

This position has no supervisory responsibilities.

Physical Demands and Work Environment:

While performing the duties of this position, the incumbent is regularly required to sit, stand, walk, bend, stoop, climb, push and pull.

Other Reequipments:

Regular attendance is essential. Incumbent must arrive at work on time, prepared to perform assigned duties and work assigned schedule. Incumbent must have the ability to work well with others. Incumbent must be able to perform the essential functions of the position without posing a direct threat to the health and safety of themselves and others. Requested accommodations to work hours and schedules are considered on an individual basis. Tarrant County will conduct background checks on new hires that will include a criminal background check related to convictions and deferred adjudications in the past seven years and may include credit reports, motor vehicle records, employment records, and educational attainment. A conviction or deferred adjudication is not an automatic bar to employment. Each case is considered individually.

Decision Making:

The incumbent will make routine decisions based on an established set of guidelines, specifically brand standards and program and project outlines.

Contacts:

Interacts with Elected officials, department heads and staff, IT Department, Countywide agencies, social service agencies, news media, general public, and marketing vendors.

8. PROGRAM EVALUATION SPECIALIST

Summary:

Develops, coordinates, and reviews program evaluation procedures for recovery-related programs and projects. Performs statistical analysis, developing and tracking key performance indicators for programs. Ensures compliance with federal and state reporting requirements and provides in-depth analyses of policies, programs, goals, and initiatives associated with federal and state pandemic recovery funding and other recovery-related projects and programs. Assists with research, statistical data, and policy support to facilitate the County's pandemic recovery efforts in a variety of areas including County operations, public health initiatives, grant programs, community outreach and communications, emergency management, and other Countywide initiatives. Work assignment will be in the County Auditor's Office, County Administrator's Office, Budget and Risk Management or other County departments as needed.

Essential Duties and Responsibilities:

1. Develops, recommends, and implements key program evaluation metrics for reporting.
2. Coordinates the development of essential data collection and reporting systems with affected stakeholders including County departments and outside agencies.
3. Monitors programs for contract and grant compliance using effective program evaluation strategies including outcome studies, participant surveys, data review, and other relevant techniques.
4. Tracks and monitors progress of ongoing projects, contracts, and grants.
5. Analyzes programs for performance against an established set of key performance indicators.
6. Prepares consumable documents for a variety of County departments and elected officials related to programmatic milestones.
7. Maintains central repository of grant-related information for reference by various County departments.
8. Monitors various websites for updated guidance and direction from federal agencies.
9. Organizes and formats performance data for use by the Auditor's Office in quarterly, annual, and other reports as required by the County, U.S. Treasury, and other agencies.
10. Responds to inquiries and requests for data and information as needed from County departments, elected officials, governmental agencies, and others.
11. Performs other related duties as required.

Minimum Requirement:

Bachelor's degree from an accredited college in business administration, public administration, accounting, or finance and three (3) years of experience in public administration, grant writing and reporting, performance budgeting, or research and analysis. OR master's degree from an accredited college in business administration, public administration, accounting, or finance and one (1) year of experience in public administration, grant writing and reporting, performance budgeting, or research and analysis. Experience in program evaluation and statistical analysis required. Must have strong ability to analyze problems, identify solutions, project results, and adhere to strict deadlines. Ability to collect and analyze financial data and draw logical conclusions. Ability to make decisions based on relevant criteria and communicate risk to management for action. Grant experience and knowledge of Uniform Grant Guidance preferred. Effective verbal and written communication skills. Proficient in use of spreadsheets and word processing and knowledgeable in techniques of conducting research including Internet research. Must be able to work both independently and within a close-knit team. Must be able to establish and maintain effective working relationships with those contacted in the course of work including representatives from various public and governmental agencies and County departments.

Supervisory Responsibilities:

This position has no supervisory responsibilities but will work extensively with Data and Management Analysts to track grant-funded programs and meet evaluation and reporting requirements.

Physical Demands and Work Environment:

While performing the duties of this position, the incumbent is regularly required to sit, stand, walk, bend, stoop, climb, push and pull.

Other Requirements:

Regular attendance is essential. Incumbent must arrive at work on time, prepared to perform assigned duties and work assigned schedule. Incumbent must have the ability to work well with others. Incumbent must be able to perform the essential functions of the position without posing a direct threat to the health and safety of themselves and others. Requested accommodations to work hours and schedules are considered on an individual basis. Tarrant County will conduct background checks on new hires that will include a criminal background check related to convictions and deferred adjudications in the past seven years and may include credit reports, motor vehicle records, employment records, and educational attainment. A conviction or deferred adjudication is not an automatic bar to employment. Each case is considered individually.

Decision Making:

This position will develop and monitor programmatic and evaluation structures for \$409,000,000 worth of federal funds. The incumbent will work with internal and external stakeholders to properly spend funds. Routine decisions may be made by the incumbent within an established set of guidelines, such as determining eligible usage of funds based on County policies and federal and state guidelines.

Contacts:

Interacts with federal and state funding agencies, local elected officials and entities, Auditor's Office, Budget and Risk Management, Human Resources, Purchasing, needs and resources assessment consultant, grant subrecipients, County Administrator, and Assistant County Administrators.

9. Data Analyst

Summary:

Provides analytical support for Countywide initiatives associated with COVID-19-related programs and projects. Reviews applications, budgets, financial reports, and audits for compliance with applicable guidance and regulations. Assists with research, statistical data, and policy support in order to facilitate the County's ARPA and COVID-19 efforts in a variety of areas including County operations, public health initiatives, grant programs, citizen relations and communications, emergency management, and other Countywide initiatives. Work assignment will be in the County Auditor's Office, County Administrator's Office, or other County departments as needed.

Essential Duties and Responsibilities:

1. Gathers and analyzes financial data, documents, and other information to make recommendations related to program eligibility and compliance.
2. Reviews budgets and financial reports for accuracy, allowability, and proper documentation.
3. Tracks and monitors progress of ongoing projects, contracts, and grants.
4. Monitors websites for updated guidance and direction from federal agencies and verification of audit requirements.
5. Assists in the preparation of quarterly, annual, and other reports as required and accumulates requested documents and information for outside auditors as necessary.
6. May approve check requests as needed and perform desk audits and monitoring reviews as required.
7. May provide a wide variety of professional-level survey, research, data analysis, and technical support to various County departments relating to a variety of County COVID-19 programs, projects, and initiatives as assigned.
8. Responds to inquiries and requests for data and information as needed from County departments, elected officials, governmental agencies, and others.
9. Performs all other related duties as required.

Minimum Requirements:

Bachelor's degree from an accredited college in Business Administration, Public Administration, or related field. Accounting or Finance degree preferred. Two (2) years of accounting, auditing, financial, or tax-related experience required; emphasis in governmental or public agency accounting, budgeting, research, data analysis, or grants and contract management preferred. Must have strong ability to analyze problems, identify solutions, project results, and adhere to strict deadlines. Ability to collect and analyze financial data and draw logical conclusions. Ability to make decisions based on relevant criteria and communicate risk to management for action. Grant experience and

knowledge of Uniform Grant Guidance preferred. Effective verbal and written communication skills. Proficient in use of spreadsheets and word processing and knowledgeable in techniques of conducting research including internet research. Must be able to work both independently and within a close-knit team and to establish and maintain effective working relationships with those contacted in the course of work including representatives from various public and governmental agencies and County departments.

Supervisory Responsibilities:

This position has no direct supervision of employees.

Physical Demands and Work Environment:

While performing the duties of this position, the incumbent is regularly required to sit, stand, walk, bend, stoop, climb, push and pull.

Other Requirements:

Regular attendance is essential. Incumbent must arrive at work on time, prepared to perform assigned duties and work assigned schedule. Incumbent must have the ability to work well with others. Incumbent must be able to perform the essential functions of the position without posing a direct threat to the health and safety of themselves and others. Requested accommodations to work hours and schedules are considered on an individual basis. Tarrant County will conduct background checks on new hires that will include a criminal background check related to convictions and deferred adjudications in the past seven years and may include credit reports, motor vehicle records, employment records, and educational attainment. A conviction or deferred adjudication is not an automatic bar to employment. Each case is considered individually.

Decision Making:

This position makes decisions based on accounting principles and auditing standards, federal and state statutes, and County and departmental policies. This position may exercise some independent judgment and have moderate discretion and autonomy in working with County departments. This position will make programmatic decisions and recommendations as they relate to special projects as assigned.

Contacts:

Interacts with County department heads and staff, outside auditors, vendors, and state and local government agencies.

C. ADDITIONAL TEMPORARY EVENT-RESPONSE DATA ANALYSIS PERSONNEL RESPONSIBILITIES:

1. Depending on the clinic or location the temporary is assigned to work, the temporary may be required to sign the Public Health Confidentiality and Privacy Agreement (Attachment A).
2. All temporary Event-Response Data Analysis Personnel are required to dress appropriately for their jobs. Clothing should be clean, neat, and comfortable. Apparel that creates a distraction or presents a potential safety hazard should not be worn in the workplace. Proper dress code includes a photo identification (ID) badge. Vendor will provide each temporary an ID badge with a picture and clearly identifiable credentials.

3. All temporary Event-Response Data Analysis Personnel shall meet all continuing education (CE) and regulatory requirements appropriate to their duties, certification(s), and license(s), at their own expense.
4. Upon discovering a medical or healthcare error, the temporary must report the error as soon as it becomes known to them. Failure to do so will result in an investigation of the incident with appropriate actions taken at the conclusion of the investigation. The temporary may be required to complete a written report.
 - a. Patient safety medical or healthcare errors are defined as:
 - 1) Unintended acts, either of omission or commission, or acts that do not achieve their intended outcome.
 - 2) The failure of a planned action to be completed as intended (i.e., error of execution) or the use of a wrong plan to achieve an action (i.e., error of planning).
5. Temporaries must park in the visitor's parking lot. Tarrant County will not be responsible for payment of parking fees, towing, mileage, fuel, damage or loss to vehicle.
6. Temporaries must sign in and out of designated areas according to standard written procedures and report to the person in charge.

D. ADDITIONAL VENDOR RESPONSIBILITIES:

1. At the request of Tarrant County, the Vendor shall submit verification of: orientation provided to temporary personnel, performance improvement (Quality Assurance, Continuous Quality Improvement) programs, and annual credentialing. Verification must be submitted immediately upon request by Tarrant County.
2. At the request of Tarrant County, the Vendor shall assist Tarrant County in _____.
3. The following minimum requirements must be communicated by the Vendor to the temporary personnel prior to them being assigned as a temporary at Tarrant County:

Tarrant County's drug free workplace policy prohibits the unlawful manufacture, distribution, dispensation, possession, or use of alcohol and controlled substances in the workplace. Employees, temporary or otherwise, may not report to work under in the influence of inhalants, alcohol or drugs, or have the odor of alcohol or drugs on their breath.
4. The Vendor agrees not to assign or refer any temporary for duties at a Tarrant County facility if they are:
 - a. Under indictment for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - b. Under investigation by any Texas Medical Licensing Board o have license restrictions due to a settled action after investigation.
 - c. Subject to other judicial action and has posted bail or bond while awaiting trial for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.

- d. On deferred adjudication or parole for any crime of violence or violation of the Texas or U.S. Controlled Substances Acts.
 - e. Under suspension by the contractor, whether that suspension has been placed in effect for a confirmed impropriety or for investigative purposes.
 - f. Suffering any degree of physical or mental incapacitation.
 - g. Has restrictions on his or her license through the regulating board.
5. Time Sheets:
- a. The Vendor must provide their temporaries with appropriate form(s) for documenting time worked. These time sheets must meet Tarrant County minimum standards with respect to information to be entered, including:
 - 1) Name of temporary.
 - 2) Name and responsibility number of the temporary's unit of assignment.
 - 3) A brief description of services rendered.
 - 4) Date, time, and number of hours worked.
 - 5) The signature of the temporary.
 - 6) The signature of the designated department representative.
 - b. Originals of form(s) will be left with the unit supervisor or designee before the temporary leaves the facility. A copy may be made if needed for the Vendor.
6. All temporary Event-Response Data Analysis Personnel shall be subject to the continuing acceptance of Tarrant County, which reserves the right to reject any of the Vendor's assigned temporary personnel when, in the opinion of Tarrant County, the retention of that individual is not in the best interest of Tarrant County, its employees, medical staff, patients and/or visitors. Such rejection may be exercised with or without cause and without effect on the contract. The Vendor is responsible for notifying the assigned temporary personnel of the rejection after notification by Tarrant County representative.
7. Vendor must comply with all laws, ordinances, rules, and regulations which govern the work specified in this contract.
8. Scheduling:
- a. Once the Vendor confirms acceptance of a work assignment, Tarrant County may cancel the assignment after the Vendor's acceptance.
 - b. Tarrant County will pay for four (4) hours if the temporary arrives at the assigned department prior to cancellation.
 - c. Temporaries should not be scheduled more than forty (40) hours per week. Tarrant County does not pay overtime in the normal course of business. Overtime will be paid, beginning at 40.25 hours, on an exception basis only and must be pre-approved by and authorized by the Tarrant County manager to whom the temporary is reporting.
 - d. Shift differential will not be paid to any worker scheduled 5 days on 2 days off, regardless of the days worked.

- e. Holiday pay rates may be available but will be for Tarrant County approved holidays only. Holiday pay rates will only be paid if the temporary works on the holiday. Tarrant County holidays typically include: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day.

9. Payroll:

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

III. VENDOR PERFORMANCE STANDARDS:

- A. Tarrant County must be completely satisfied with the performance of every assigned temporary. If not satisfied, the Vendor must replace the temporary as soon as possible after notification, subject to the conditions listed above.
- B. Temporaries are assigned to work for a specific department. They may be reassigned within the department based on their level of competency, patient care experience, and the healthcare needs of the patients.
- C. Temporary personnel whose performance exposes a patient or other person unnecessarily to a risk of harm, engages in unprofessional conduct, or whose practice fails to conform to the minimum standards of acceptable practice for their area or profession, may be designated as a "No Return to any Tarrant County Facility".
- D. The Vendor will report to Tarrant County any assigned temporary undergoing investigation by his or her appropriate regulatory board or who is participating in any substance abuse rehab program. Such notification must be made verbally to the designated Tarrant County contact person of the using facility within twenty-four (24) hours of the Vendor becoming aware of such status, followed in writing to the Tarrant County Local Health Authority/Medical Health Director.
- E. The Vendor agrees that any temporary identified by Tarrant County as "No Return to any Tarrant County Facility" may not work nor be dispatched to work at any Tarrant County facility. Vendor temporary employees designated as "No Return" may be dispatched to a Tarrant County facility only after Tarrant County removes the "No Return" status in writing to the Vendor.
- F. Failure to Fill Temporary Positions:
If the Vendor is routinely late in filling temporary positions or is unable to fill temporary positions (either with their own staff or through a sub-contractor), then Tarrant County may terminate the contract with that vendor.

IV. TEMPORARY TO PERMANENT OPTION:

- A. A temporary working under this contract is eligible for permanent placement with Tarrant County after he or she has worked at Tarrant County for seven-hundred twenty (720) hours. After this period, Tarrant County reserves the right to place the employee permanently or to keep them on as a temporary as needed. Should Tarrant County elect to make the temporary a permanent employee, he or she will be transferred to the Tarrant County payroll. This will not incur a placement fee.
- B. This placement fee has been negotiated with the Vendor in the event that Tarrant County desires to permanently hire a temporary whom has not yet worked seven-hundred twenty (720) hours.

Temp to Permanent Buyout	
Hours	Percentage of the worker's first year annual base salary
0-100 hours	
101-200 hours	
xx-xx hours	
xx-xx hours	
xx-xx hours	

V. TARRANT COUNTY RESPONSIBILITIES:

- A. A Tarrant County representative, from the requesting department, will notify the PROVIDER and provide details such as the position needed, location, and projected start and end dates.
- B. Tarrant County will accept temporary associates who meet the qualifications for the specific positions as defined by Tarrant County in its written job descriptions and specifications. Tarrant County shall have the right of refusal where Tarrant County has determined that the temporary associate is not qualified for the position requested.
- C. Tarrant County will provide appropriate orientation for assigned Temporary personnel relevant to the position. The orientation length and extent are at the direction and discretion of Tarrant County. Tarrant County will orient temporary associates, at its cost, to Tarrant County rules, regulations, policies, procedures, dress code, physical layout, emergency protocol, emergency evacuation, and equipment on any unit to which the temporary associated is assigned. This is understood to be an ongoing process.

- D. Tarrant County will provide specific training on types and use of safety devices and equipment available and approved by Tarrant County.
- E. Tarrant County will provide supervision of assigned Temporary personnel while they are providing services to Tarrant County.
- F. Tarrant County will maintain a safe working environment and provide all appropriate personal protective equipment, including but not limited to gloves, gowns, masks, particulate respirator masks, goggles and other protective apparel, as appropriate for assignment.
- G. Tarrant County furnish all equipment and supplies necessary for the services rendered by the assigned temporaries.
- H. Tarrant County agrees to contact PROVIDER regarding any unsatisfactory performance or conduct by a temporary associate, as soon as reasonably practicable.

V. TERM

The term of this agreement is for twelve (12) months (from _____ 2021 through _____ 2022). This agreement may be extended for up to two (2) additional twelve (12) month terms. Each extension will automatically renew unless either party gives notice in accordance with this agreement.

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

VI. NOTICES AND COMMUNICATIONS

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

PROVIDER:

Name

Address

City/State/Zip

Tarrant County

Purchasing Department

100 E. Weatherford St., Suite 303

Fort Worth, TX 76196

VII. PRICE

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

<u>Job Positions</u>	<u>Hourly Bill Rate per Hour worked</u>	<u>Holiday Bill Rate per Hour worked</u>	<u>Overtime Bill Rate per Hour worked</u>
Job Title			
Job Title			

B. Record Keeping, Invoicing, and Payments:

1. Vendor will be expected to maintain records for all temporaries placed with Tarrant County and invoices submitted to the Tarrant County Auditor's Office for payments.

2. PROVIDER will send a monthly invoice, before the 15th of the month, to:

SAP-Invoices@Tarrantcounty.com

OR mail to

Tarrant County _____

Address

Address

City, State Zip

And to:

Tarrant County Auditor's Office
 100 E. Weatherford St., Suite 506
 Fort Worth, TX 76196-0103

C. PROVIDER will bill for services performed in accordance with this contract.

D. PROVIDER' s invoice will detail the services provided.

E. INSURANCE REQUIREMENTS

Prior to the commencement of any work and throughout the term of the contract and extensions, PROVIDER will submit evidence of the minimum insurance limits as outlined in RFQ 2021-154, Annual Contract for Temporary Personnel for Event-Response Data Analysis.

F. INDEMNIFICATION FOR LOSS, DAMAGE OR CLAIM

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

G. INDEPENDENT CONTRACTOR RELATIONSHIP AND EXCLUSION OF THIRD PARTY BENEFICIARY

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

H. HEADINGS

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

I. ILLEGALITY

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

J. CONFIDENTIALITY

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

is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

K. ENTIRE AGREEMENT

This agreement, along with RFQ No. 2021-096 entitled Requests for Qualifications for Annual Contract for Temporary Healthcare Personnel (“RFQ”) and Contractor’s response to the RFQ, constitute the entire agreement between the parties, and any and all prior negotiations are merged into this agreement. Any amendment, change, or addition to this agreement shall be made only in writing and signed by both parties.

L. LAW AND VENUE

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

THIS AGREEMENT is executed in several counterparts, each of which is deemed an original, this _____ day of _____ 2021.

TARRANT COUNTY

**VENDOR
 (“PROVIDER”)**

B. Glen Whitley
County Judge

APPROVED AS TO FORM:

Criminal District Attorney’s Office*

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