The **HEALTH AND HUMAN SERVICES COMMISSION** ("**SYSTEM AGENCY**"), an administrative agency within the executive branch of the state of Texas, and ***** ("**CONTRACTOR**"), having its principal office at ***** (each a "Party" and collectively the “Parties”), enter into the following agreement (“Contract”) for Staffing Agency Services for State Hospitals and State Supported Living Centers.

I. **LEGAL AUTHORITY**

This Contract is entered into pursuant to Tex. Gov’t Code § 2155.144 and Tex. Admin. Code § 391.205.

II. **DURATION**

The Contract is effective on **** and terminates on **AUGUST 31, 2024**, unless sooner terminated or extended. System Agency, at its sole discretion, may extend the Contract beyond the termination date as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State.

III. **STATEMENT OF WORK**

The **STATEMENT OF WORK** to which Contractor is bound is incorporated into and made a part of this Contract for all purposes and included as **ATTACHMENT A**.

IV. **BUDGET**

By executing this Contract, Contractor agrees to the contracted rates and budget for the Contract term, including the initial term, and all extensions exercised. However, at System Agency’s sole discretion or by mutual agreement of the Parties as authorized under the Contract, the budget or Contract amounts may be amended. All expenditures under the Contract will be in accordance with **ATTACHMENT E, BUDGET (RATES)**.

V. **CONTRACT REPRESENTATIVES**

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party.
VI. NOTICE REQUIREMENTS

A. All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the System Agency’s Contract Representative identified above.

B. Contractor shall send legal notices to System Agency at the address below and provide a copy to the System Agency’s Contract Representative:

Health and Human Services Commission  
Attn: Office of Chief Counsel  
4900 N. Lamar Blvd.  
Austin, Texas 78751

C. Notices given by System Agency to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.

D. Notices given by Contractor to System Agency shall be deemed delivered when received by System Agency.

E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VII. CONTRACTOR’S EMPLOYMENT OF PROFESSIONAL PERSONNEL

Contractor acknowledges that all professional personnel provided by Contractor to System Agency under the Contract (“Professional Personnel”) are not employees or independent contractors of System Agency. System Agency is not responsible for workers’ compensation insurance or providing fringe benefits to any Professional Personnel. If the Professional Personnel are employees of the Contractor, the Contractor is responsible for all employment taxes and/or other payroll withholding.

VIII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract for all purposes.
Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity or inconsistency between or among any documents listed below, all System Agency documents take precedence over Contractor’s documents and the Data Use Agreement takes precedence over all other Contract documents.

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – CONTRACT AFFIRMATIONS (VERSION 1.6)
ATTACHMENT C – UNIFORM TERMS AND CONDITIONS (VERSION 3.0)
ATTACHMENT D – DATA USE AGREEMENT (VERSION 8.5)
ATTACHMENT E – BUDGET (RATES)

IX. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS0005086****

SYSTEM AGENCY

______________________________
Mike Maples
Deputy Executive Commissioner
Date of execution: __________

COMPANY NAME

______________________________
Name: _______________________
Title: ________________________
Date of execution: __________
STATEMENT OF WORK

1. PROGRAM PURPOSE

Contractor shall provide staffing agency services for the State Supported Living Centers and State Hospital system. The following is a list of health professionals and allied health professionals that HHSC may be seeking from the staffing agencies to serve in temporary, short and long-term positions, both managerial and non-managerial; however it is not an all-inclusive list.

- Physicians, including primary care physicians and all specialists
- Physician Assistants
- Advanced Practice Registered Nurses
- Registered Nurses
- Licensed Vocational Nurses
- Sitters
- Direct Support Professionals
- Psychiatric Nursing Assistant
- Certified Nursing Assistants
- Pharmacists
- Pharmacy Technicians
- Dentists
- Dental Assistants
- Dental Hygienists
- Physical Therapists
- Physical Therapy Assistants
- Occupational Therapists
- Occupational Therapy Assistants
- Speech Language Pathologists
- Audiologists
- Respiratory Therapists
- Dieticians
- Psychologists
- Psychological Associates
- Board Certified Behavior Analysts
- Licensed Professional Counselors
- Licensed Social Workers
- Licensed Sex Offender Treatment Providers
- Lab Technicians
HHSC HSCS may also seek the services of other individuals licensed, certified, registered, or otherwise authorized by the State to practice health or allied health professions. Contractors who can meet the Facility’s need must respond to the Email request for Professional Personnel within the allotted timeframe specified to be considered for the provision of contracted services.

2. **Contractor Requirements**

The Contractor must adopt and implement workplace guidelines similar to the HHSC HSCS guidelines concerning persons with AIDS/HIV infections as required by Texas Health and Safety Code, Section 85.113.

Contractor will perform services in accordance with best practices and high professional standards used in well-managed operations that perform services similar to the services described in this procurement. The Contractor shall have available, under its direct employment and supervision, the necessary organization and Facilities to properly fulfill services required under the contract. Only personnel trained in completing the services shall be utilized for this contract.

The Contractor must provide a 24-hour contact number and name in case of any urgent issue that may arise. The Contractor or a representative of the Contractor’s company must be available at all times.

Contractor may be asked to provide Professional Personnel to work any day of the week and during any shift.

Contractor may be asked to provide physicians, physician assistants, advance practice nurses, and pharmacists or any other Professional Personnel to be on-call.

Contractor will bill for the hours worked on a designated holiday at 1.5 times the standard hourly rate. The designated holidays are limited to New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
Contractor may not bill more than 1.5 times the standard or weekend rate for any hours worked over 40 within one week. However, HHSC does not allow Professional Personnel to work more than 40 hours per week unless it is scheduled and approved on an individual basis by each Facility. A Facility may schedule additional hours with the Contractor in an emergency situation that is not the Contractor’s fault. The Contractor must ensure that the scheduling of Professional Personnel prevents unapproved overtime. HHSC will not be responsible for the extra costs associated with unapproved overages.

For registered nurses, licensed vocational nurses, nursing assistants, and non-licensed professional direct care staff, shifts may be scheduled as much as four weeks in advance or as little as two hours in advance. If a shift is canceled two or more hours before it starts, the agency does not have to pay for the shift. If a shift is canceled less than two hours before it starts, the agency will pay for only two hours of work. If a shift is canceled after it begins, the agency will pay for the actual hours worked.

Contractor must review the lists of excluded individuals and entities maintained by the Office of Inspector General of the United States Department of Health and Human Services and the Office of Inspector General of the Texas Health and Human Services Commission to ensure that none of the Professional Personnel provided to HHSC under this contract are excluded from the Medicare or Medicaid programs. This review must occur before the Contractor responds to any request from HHSC and at least once a month while an individual is placed with HHSC.

The Contractor shall maintain a file for each professional for review by the Facilities. Each file must include:

1. Evidence of current licensure or applications for licensure in the State of Texas;
2. Evidence of current certification in cardiopulmonary resuscitation (CPR), which must be renewed annually;
3. Evidence of any specialty certification, if any;
4. Documentation of any special education, training, or certifications;

5. Documentation of the successful completion of Contractor’s competency requirements, if any;

6. Documentation of successful completion of HHSC Health & Specialty Care competency requirements, if any;

7. Evidence of employee misconduct registry checks;

8. A minimum of two current work references;

9. All documentation required by the Joint Commission, if applicable;

10. United States Customs and Immigration Services form I-9 and documentation establishing identity and work authorization;

11. Curriculum vitae, resume, or work history of some kind; and

12. Results of current tuberculosis test, which must be done annually.

The Contractor must refer allegations involving the clinical practice of a physician, dentist, or nurse to the Facility’s medical, dental, or nursing director, as appropriate to the discipline involved, for review for possible peer review and reporting to disciplinary boards.

Contractor shall respond in writing to any contact by HHSC regarding performance issues of Professional Personnel provided by the Contractor. If the performance issue is not resolved to the satisfaction of HHSC, HHSC will send to the Contractor a written request to replace the Professional Personnel. The Contractor shall replace the
Professional Personnel as quickly as possible but will make every attempt to have the replacement on site within twenty-four (24) hours or less after the request. HHSC must approve any replacement Professional Personnel but will not unreasonably withhold approval. The parties will work together when replacement personnel are required so services are not disrupted to individuals residing at the Facilities. At the Facility’s discretion, the Facility may instead choose to seek a replacement from another Contractor.

The Contractor must correct all other performance issues reported to it within forty-eight business hours. If requested by HHSC, the Contractor shall provide a written report detailing the performance issues and their resolution. The HHSC contract manager will discuss performance deficiencies with the Contractor and seek to achieve resolution of the issues with the Contractor. The HHSC contract manager will report the following compliance issues to HHSC Procurement & Contracting Services (PCS) for resolution:

- Failure to reach agreement on corrective action;
- Failure to perform in accordance with corrective action plan;
- Repeated violations of this contract; and
- Repeated violations of corrective action plans.

The Contractor will be responsible for:

- Damage to HHSC equipment, and
- The workplace and its contents by its works, its negligence in work, its personnel, and its equipment.

3. **INSURANCE REQUIREMENTS**
The Contractor will:

Carry director or officer liability insurance coverage in an amount not less than the value of the contract that is sufficient to protect the interests of the state in the event an actionable act or omission by a director or officer of the Contractor damages the state's interests;

Carry worker’s compensation insurance coverage through a licensed insurance company or through self-insurance as provided by Texas Labor Code, title 5, subtitle A;

Ensure that all Professional Personnel other than physicians have professional liability insurance to cover their activities under the contracts resulting from this open enrollment;

Carry comprehensive general liability insurance with minimum bodily injury limits of $500,000.00 for each occurrence, and property damage limits $500,000.00 for each occurrence to include premises-operations, broad form property damage, personal injury and contractual liability coverage; and

Agree to provide proof of insurance upon request by HHSC.

3. Professional Personnel Qualifications

Professional Personnel must maintain licenses they need to practice their professions without any restrictions.

Professional Personnel must not be excluded from providing services to persons on Medicare and Medicaid.

Professional Personnel must be able to pass criminal history checks, including fingerprint checks, and registry clearance checks. The Facility will conduct these checks before an individual begins working at the Facility. The Facility will not accept any individual who:
Has been convicted of or has received deferred adjudication for any of the criminal offenses listed in the Texas Health and Safety Code §250.006(a);

Has been convicted of or has received deferred adjudication for any of the criminal offenses listed Texas Health and Safety Code §250.006(b);

Has a criminal history record which indicates that the person is not qualified or suitable for work at the Facility;

Is listed as revoked in the Nurse Aide Registry;

Is listed as unemployable in the Employee Misconduct Registry; or

Has a confirmation of abuse or neglect in the Client Abuse and Neglect Reporting System (CANRS).

Professional Personnel must have current certification in CPR by a major accrediting organization, e.g., American Heart Association of Red Cross.

Professional Personnel must be able to use an electronic medical record.

Physicians must have Drug Enforcement Administration (DEA) and Department of Public Safety (DPS) controlled substance registrations.

HHSC prefers physicians to have privileges in good-standing with at least one Joint Commission accredited hospital.

Advanced Practice Registered Nurses must have graduated from an Advanced Practice Registered Nursing Program, or an educational program approved by the Texas Board of Nursing or accredited by a national accrediting body recognized by the Board.
Doctors must have basic experience and knowledge in evaluating and diagnosing patients with a variety of psychiatric and general medical conditions.

Doctors must have experience commensurate with performing required procedures successfully and knowledge in evaluating, diagnosing, and treating patients with a variety of psychiatric and general medical conditions typical of the persons served by HHSC.

Doctors and nurses must have the ability to provide examinations, evaluations, and consultations and perform specific treatment as necessary.

HHSC prefers Professional Personnel have at least one (1) year experience in their field of expertise.

Professional Personnel must be at least eighteen (18) years of age.

4. Professional Personnel Work Requirements

Professional Personnel will provide usual and customary services of a professional in their specialty.

Contractor will provide written or dictated reports on services performed within guidelines established by the Facility utilizing the Facility’s client record systems.

Professional Personnel will conduct themselves in accordance with the rules of the licensing entity applicable to their profession.

Professional Personnel will complete the duties assigned by HHSC staff or Contractors above them in the chain of command at the Facility.
Professional Personnel must interact with staff, other Contractors, and consultants of HHSC in a cooperative manner, and will consult with such persons regarding services provided as necessary.

Professional Personnel will complete the training required and provided by the contracting Facility. Contractor will be compensated at the regular hourly contract rate for the hours of training the Professional Personnel attend. The Professional Personnel must demonstrate competence prior to beginning work. The Facility will provide the method of demonstrating competence.

While performing the services, Professional Personnel must comply with applicable state laws, regulations, and Facility requests regarding personal and professional conduct applicable to the service location and otherwise conduct themselves in a businesslike and professional manner.

Professional Personnel must abide by the HHSC site regulations, including speed limits, parking, security regulations, smoking, and prohibition of carrying firearms and weapons on State property.

Professional Personnel may not use or be under the influence of intoxicants or illegal drugs while on duty and may not bring intoxicants or illegal drugs onto state property.

All services and deliverables under the contract shall be provided at a quality level and in a manner consistent with industry standards, customs, and practices.

Professional Personnel will be available for scheduled shifts and provide at least five (5)-days-notice for planned absences when at all possible. Actual shifts vary from Facility to Facility and may vary for different professions. However, a standard shift is eight hours.

Professional Personnel will remain on campus during scheduled hours except when specifically assigned to travel off campus for business purposes.
Professional Personnel will document their hours worked in a Facility Services Log and submit it to the Clinical Director on a weekly basis.

Professional Personnel will report abuse, neglect and exploitation pursuant to Texas Statute and Rule.

5. **GOALS, OUTPUTS, AND MEASURABLE OUTCOMES**

Goals: HHSC seeks to obtain for their Facilities timely services of qualified Professional Personnel to provide necessary and quality care for the individuals served at the Facilities.

Outputs: After receiving requests from the Facilities, the Contractors will submit qualified Candidates for Professional Personnel to care for the individuals served at the Facilities.

Measurable Outcomes: HHSC will monitor the performance of the contract issued under this open enrollment. All services under the contract shall be provided at a quality level and in a manner consistent with industry standards, customs and practices.