**RFP # 2020880570 – General Staffing and Placement Services**

**Exhibit C-1 - Temporary Staffing Agreement**

This Temporary Staffing Agreement (the “Agreement”) is effective November 18, 2020 (“Effective Date”), by and between [AGENCY**]**, a [STATE of formation and ENTITY type] with its principal office at [ADDRESS] (“Agency”), and the Tarrant County Hospital District d/b/a JPS Health Network, a unit of local government and more specifically a county hospital district, created and operating under Chapter 281 of the Texas Health and Safety Code (“District”). The District and Agency may be referred to individually as a “Party” to this Agreement and they may be referred to collectively as the “Parties” to this Agreement.

**Recitals**

**Whereas**, the District, in furtherance of its statutory obligations to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health delivery system that includes several hundred licensed in-patient beds at three facilities, as well as an extensive network of community-based facilities located throughout and serving the residents of Tarrant County, Texas;

**Whereas**, the District has requested certain staffing services, as more fully set forth herein and in **Exhibit 1**, attached hereto;

**Whereas**, Agency has presented a proposal to provide staffing services for the District;

**Whereas**, Agency has developed and maintains the expertise and resources necessary to perform and complete the Services (defined below);

**Whereas**, Agency is qualified to do business in the State of Texas, and is qualified and capable of performing and completing the Services; and,

**Whereas**, Agency desires to provide the Services as so required by the District, and the District desires to contract with Agency for the Services in accordance with this Agreement and the qualifications established by the District from time to time in **Exhibit 1**;

**Now, Therefore**, for and in consideration of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the District and Agency hereby agree as follows:

1. Services and Work to be Performed; Applicable Standards. Agency, upon the District’s request from time to time and on the qualifications established by District, shall provide qualified personnel (“Workers”) at District’s facility for the positions and at the rates specified in the form set forth as **Exhibit 1**. Agency will otherwise perform and complete the services and work as set forth and described in **Exhibit 1** (collectively the “Services”), which is attached hereto and incorporated by reference herein, using industry best practices applicable to the performance of the Services. Furthermore, Agency’s Workers shall complete the Services in a diligent, professional and workmanlike manner.
2. Requesting a Worker. For each requested Worker, District will provide the information set forth in **Exhibit 2**, namely, the position description and fee schedule for the Services to be provided by the applicable Worker, as well as the specific prerequisites required by District of Agency and Worker(s). Such requests will be made by a member of the District’s Human Resources Talent Acquisition Team only. Agency is not permitted to work directly with department directors and/or managers. The Agency must provide District with a current resume for each potential Worker referred and will allow the District to conduct interviews of Worker candidates.
3. Fees for Services Performed. The District shall pay to Agency fees for the Services performed by each Worker placed by Agency under this Agreement as set forth in the applicable **Exhibit 1**, which is attached hereto and incorporated by reference herein.
4. Term and Termination. The term of this Agreement is **three (3) years** from the Effective Date. Thereafter, District may renew the Agreement for up to two (2) additional one (1) year terms by providing written notice to Agency at least thirty (30) days prior to the end of the then-current term. At the end of the final renewal term of the contract the District reserves the right to extend the contract for up to 120 days to provide an opportunity to bring a new contract into place with another vendor. Either Party may terminate this Agreement for cause upon a material breach by the other Party of its obligations hereunder, which breach is not cured within fifteen (15) days after the breaching Party is given a Notice of Material Breach (defined below). A “Notice of Material Breach” means written notice that includes in all capital letters “NOTICE OF MATERIAL BREACH” and also includes: (i) specific details identifying the material breach; and, (ii) the notifying Party’s specific recommendations of actions to be (or if appropriate, not to be) taken by the other Party in order for it to cure the breach. The District shall have the right to terminate this Agreement without cause and without penalty at any time during this Agreement by giving Agency thirty (30) days’ prior written notice of such termination. Nothing set forth herein shall limit the District’s rights or remedies otherwise available at law or equity.
5. Termination of Assignment for Worker.
   1. *For Cause*. District may immediately terminate any Worker’s assignment for “cause.” District will provide Agency with written notice to Agency describing the details surrounding such termination. As used herein, “cause” includes, without limitation, any violation of District’s written policies, insubordination, poor attendance, poor performance, misconduct or any violation of District’s drug/alcohol policy or any other act or omission by the Worker which may have an adverse impact on the District.
   2. Budgetary Restrictions. District may terminate any Worker’s assignment due to budgetary restrictions. District will provide Agency with written notice of such budgetary restrictions and the date the Worker’s assignment will terminate. In such a situation, the District will provide as much notice as reasonably practicable.

In any case, Agency will only invoice District for hours worked by any such Worker up to and including the date of termination.

1. Assignment Duration. Each Worker shall be placed on assignment the duration specified on the applicable Exhibit 1. The assignment may be extended or renewed only upon the mutual written agreement of the Parties.
2. Worker Qualification; Credentialing; Testing. Agency will provide District with documentation of the qualifications of the Worker presented for the assignment.
3. Non-Exclusivity. Agency acknowledges and agrees that District is not obligated to use Agency exclusively to provide District with any Workers or persons to perform work similar to the work done by Worker.
4. Housing Accommodations. Agency shall assume all responsibility for any housing accommodations and travel reimbursement for Worker placed on assignment with District.
5. Compliance with Laws; Non-Discrimination. In providing the services required by this Agreement, Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Agency shall comply with all federal laws, regulations and procedures regarding legal status to work and reside in the U.S., including completion of required Immigration and Naturalization forms upon hire. Agency and its affiliates are Equal Opportunity Employers and do not and will not discriminate in the placement of personnel on the basis of race, creed, color, national origin, sex, age, disability, citizenship, veteran status or any other legally protected basis.
6. Allocation and Deduction of Travel Expenses. Agency’s hourly billing rates and District’s payment of those hourly rates necessarily incorporate and contemplate that a portion of those rates is to reimburse Agency for all lodging, meals and incidental expenses incurred by the Worker (“travel expenses”). District acknowledges and agrees that a portion of its payment for the hourly billing rates shall reimburse Agency for all travel expenses paid by Agency to any Worker providing services to District hereunder. District may deduct such allocable portion of the payment as travel expenses subject to any applicable federal limitations. Agency shall provide District with information detailing all such per diem allowances paid for travel expenses on a report referenced and included as a part of each invoice. Each such report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof. Such report shall contain the name of the Worker providing services to District who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Copies of such expense reports shall be maintained by Agency and provided to District to further substantiate District’s tax deductions for travel expenses. Agency is providing District with an aggregate hourly rate for billing purposes which is inclusive of both (i) amounts for services provided by Worker hereunder; and (ii) reimbursements for per diem allowances paid by Agency to Worker (at the current rate, with 0% markup). The aforementioned hourly rate is being given solely at District’s request to allow District to compare the total cost of Agency’s services to its competitors’ and it shall in no way reflect treatment of how Agency is paying wages to its Worker.

1. Occupational Health and Safety Reporting. District and Agency agree that they will comply with all OSHA and CDC regulations concerning “Handwashing” and “Occupational Exposure to Blood-borne Pathogens” regarding blood borne pathogens. Agency’s Worker shall seek medical treatment following any work-related injury and/or exposure per the facility protocol (i.e. ER or Occupational Health) and shall use all commercially reasonable efforts to report such incident to their immediate supervisor at the facility within 24 hours. District agrees to promptly notify Agency’s Worker’s Compensation Program coordinator by phone at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ regarding any work-related injury, exposure, or safety hazard within 24 hours after receiving notice of the event. District agrees to cooperate with Agency in the investigation of the occupational health and safety event that occurred while on assignment. District and Agency agree that their staff have received training in preventing and protecting their employees from workplace violence.
2. Exclusion and Ethics.

(a) Agency agrees that it will immediately report in writing to the District in the event, if ever, Agency, including any of its officers, directors, employees, contractors or agents, becomes a target of any criminal investigation or any investigation that could result in debarment or exclusion Agency or such other person from federally or state funded healthcare programs.

(b) Agency warrants and represents to the District that Agency has never been:

1. convicted of a criminal offense;
2. listed by a federal agency as debarred, excluded or otherwise ineligible for federal plan participation;
3. sanctioned by any federal or state law enforcement, regulatory or licensing agency; or,
4. excluded from any state or federal healthcare program.

(c) Agency further warrants and represents to the District that neither Agency, nor any of Agency’s officers, directors, members, partners, shareholders (excluding shareholders, members and limited partners that own less than 5% of the combined voting power of Agency), employees, contractors or agents:

1. is currently under criminal investigation or any investigation that could result in debarment or exclusion from federally or state funded healthcare programs; or
2. has ever been:

(i) convicted of a criminal offense that is a felony or a misdemeanor of moral turpitude;

(ii) listed by a federal agency as debarred, excluded or otherwise ineligible for Federal plan participation;

(iii) sanctioned by any federal or state law enforcement, regulatory or licensing agency; or,

(iv) excluded from any state or federal healthcare program.

(d) In the event that any of the foregoing representations in this Section 12(b) or (c) ceases to be true, Agency will immediately report same in writing to the District.

(e) Upon receipt of any report required by Agency hereunder or in the event of a failure to report by Agency, the District may without penalty terminate this Agreement and other than the payment of any amounts due and owing through the date of termination, the District shall have no further obligations or liabilities hereunder.

1. Contractual Relationship. Neither Party is the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against, or in the name of or on behalf of the other Party. No agency, partnership, joint venture, or employment is created as a result of this Agreement. Furthermore, the District shall not be responsible for paying or withholding any taxes, fees or other amounts, with respect to the amounts paid to Agency or for paying any compensation or benefits to or providing insurance for any of Agency’s employees or contractors. Agency agrees to defend, indemnify and hold harmless the District, and its managers, directors, officers, employees, agents, and representatives, against any and all losses, liabilities, claims, allegations, demands, causes of action, judgments, awards and costs (including but not limited to legal fees and expenses) (collectively “Claims”) arising out of or related to the employment or contract relationship of any of Agency’s employees and independent contractors including but not limited to Claims for salary/wages, vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee compensation or benefits of any kind. Agency and the Worker providing services to District under this Agreement agree and understand that Worker shall not be eligible for any employment benefits from District related to the provision of the Services hereunder. Agency agrees that it shall be responsible for any and all withholding, insurance (professional liability, worker’s compensation), and any income taxation responsibilities pursuant to an employer-employee relationship with the Worker. Agency agrees to indemnify and hold harmless District for any liability that may arise from Agency’s employer-related obligations to the Worker providing Services to District under this Agreement.
2. Timesheets. A District representative and the assigned Worker shall each approve the hours worked by the Worker by executing the Worker’s timesheet in the manner and format designated by the Parties. Timesheets shall be submitted by District weekly.
3. Billing and Payment. Agency will invoice District monthly for all amounts pursuant to the rates and terms contained on the applicable **Exhibit 1**.
4. Availability of Records. If and to the extent required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Agency shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by Agency under this Agreement.
5. Confidentiality and HIPAA.

(a) The District may disclose to Agency in confidence or otherwise make available to Agency certain material which is not generally known to the public (“District Confidential Information”), including, but not limited to, information pertaining to: research; pricing; procurement; distribution; personnel; compensation; financial statements or projections; business plans; contracts; systems development and implementation; scientific and mathematics techniques; infrastructure and technical configuration; security policies; methodologies and implementations; intellectual property; trade secrets; inventions; marketing plans; existing and potential clients, customers, patients, suppliers, vendors and other business relationships; and other information provided, delivered or made available by the District or otherwise accessible to Agency.

(b) Agency agrees to hold in confidence all District Confidential Information and to use such information only for the purpose of performing and completing the Services for the District. Furthermore, Agency will protect the District Confidential Information received under this Agreement in the same manner and to the same extent to which it protects its own valuable proprietary information, but in all events using at least a reasonable standard of care. Agency may not make any copies of the District Confidential Information except in the course and scope of performing and completing the Services and all District Confidential Information (including but not limited to all copies thereof) shall be promptly returned by Agency to the District upon the termination or expiration of this Agreement, or sooner if demanded by the District.

(c) Subject to the requirements of the limitations stated in Section 30 (Texas Public Information Act) above, the District agrees to keep Agency’s proprietary information, including all information relating to the Services, confidential and not to use such proprietary information except as contemplated under this Agreement.

(d) The confidentiality obligations in this Agreement shall not apply to information: (1) in a receiving party’s possession prior to disclosure under this Agreement unless disclosed to receiving party by the disclosing party under a prior agreement with the disclosing party for confidentiality or non-disclosure (“Prior NDA”), (2) which is or becomes publicly known through no fault on the part of receiving party, (3) received from a third party not under an obligation to the owner of such information not to disclose it, (4) independently developed by receiving party without the benefit of the information disclosed under either a Prior NDA or this Agreement (as to which receiving party has the burden of proof), (5) required to be disclosed by government regulation, statute, or judicial order, provided that prior to such disclosure and if reasonably possible, receiving party will inform the disclosing party of such requirements and permit the disclosing party to seek a protective order or other relief regarding such information, or (6) disclosed without confidentiality restrictions to any third party by or with the express permission of the disclosing party.

(e) The parties consider Worker a member of the District’s workforce, as that term is defined in 45 C.F.R. § 160.103. The parties do not anticipate that Agency will (i) create, maintain, transmit or receive protected health information for, on behalf of, or from the District in connection with this Agreement or (ii) otherwise be considered a Business Associate of the District as that term is defined by federal regulation. Should the situation change, Agency agrees that it will negotiate in good faith an amendment to this Agreement, including a business associate agreement, if appropriate, in each case if and to the extent required by the provisions of the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act of 2009, and/or the regulations promulgated thereunder.

(f) This section 18 shall survive the termination or expiration of the Agreement.

1. Texas Public Information Act. Agency acknowledges that the District is a governmental body under Chapter 552 of the Texas Government Code and thereby acknowledges that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act (“TPIA”) request and hereby assumes full responsibility for challenging any requests for information it considers confidential under Chapter 552. Agency’s confidential information, which may include, but is not limited to, any trade secrets, financial information, and related proprietary information, (“Confidential Information”) that is provided by Agency to the District under the terms of this Agreement may be subject to the exception to disclosure applicable to the District under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request for public information is made on the District to disclose documents or information which contain what Agency has identified to the District to be, or is otherwise believed by the District to be Confidential Information, the District agrees to (i) promptly notify Agency of such request for disclosure, and (ii) decline any such request for disclosure of such Confidential Information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such disclosure may be withheld; provided, however, failure to notify by the District shall not be deemed a material breach of the Agreement. The District is not required to take any further action with respect to any request made for determination by the Attorney General, and after any such request is made, all responsibility for briefing, supplementing and challenging the results of any requests to the Attorney General shall be Agency’s sole responsibility.
2. Chapters 2271 and 2252 Texas Government Code Verification.  In compliance with Section 2271.001 et seq. of the Texas Government Code, Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code. In compliance with Section 2252.151 et seq. of the Texas Government Code, Agency warrants, represents, and by its execution of this Agreement hereby verifies that: (1) Agency does not engage in scrutinized business operations in Sudan; (2) Agency does not engage in scrutinized business operations in Iran; and (3) Agency does not engage in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code.
3. Liability Insurance Coverage. Agency shall purchase and maintain at all times such insurance at Agency’s sole cost, which will protect Agency from all claims, including but not limited to those claims set forth below, which may arise out of Agency’s activities including the Services, whether such activities are by Agency’s employees (including Workers), agents, or contractors.
   1. Workers Compensation with statutory limits of liability and minimum Employer’s Liability limits in amounts sufficient to cover Agency’s obligations under this Agreement;
   2. Comprehensive General Liability (including but not limited to bodily injury and death, broad-form property damage, contractual and premises) with combined single limits of not less than amounts of One Million Dollars ($1,000,000.00) for each occurrence and Three Million Dollars ($3,000,000.00) in the annual aggregate; and
   3. Automobile Liability with a minimum One Million Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury and property damage. The insurance shall include coverage for owned automobiles, hired automobiles and non-owned automobiles.

All insurance shall be issued by insurance companies authorized to engage in business in the State of Texas, and have a rating of no less than A- in the most current edition of the A.M. Best Insurance Report or the equivalent in Moody’s and/or S&P.

* 1. *Specific Requirements*. All liability policies shall be endorsed to include the District as an additional insured to the extent indemnified pursuant to this Agreement. Agency’s policies shall be primary over the District policies (if any), and shall provide for severability of interests, and thirty (30) days’ notice of cancellation.
  2. *Certificates and Notices*. Two (2) Certificates of Insurance shall be provided to the District as evidence of compliance with this requirement, prior to the provision of Services under this Agreement. Agency shall provide thirty (30) days’ prior written notice to the District of any nonrenewal or cancellation of any insurance coverage.
  3. Agency recognizes and agrees that the District is a political subdivision of the Sovereign State of Texas and is therefore subject to the Tort Claims Act.

1. Limitation of Liability. THE PARTIES EXPRESSLY AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE PARTY IN BREACH WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.
2. Liability and Indemnification. Agency agrees to indemnify District from claims and liabilities (including reasonable attorneys’ fees) relating to any property damage, personal injuries or death, resulting directly from the negligent acts or omissions of Agency or its employees while performing services provided under this Agreement.
3. Annual Fiscal Condition Precedent. Agency acknowledges and agrees that District is a governmental entity and, as such, is subject to an annual budgetary process and the limitation and restrictions of fiscal funding. Notwithstanding any other provision herein, if and to the extent the obligations of this Agreement, either in its initial term or in any automatically or otherwise renewed term, should continue over into the District’s subsequent fiscal years following that fiscal year when this Agreement was executed and funds are not appropriated or budgeted for this Agreement and completion of the term in question, the District may terminate this Agreement without penalty and shall have no further obligation or liabilities hereunder. However, if the Agreement is terminated pursuant to the terms herein, District agrees to pay for fees and charges incurred as of the termination date.
4. Warranty. If District is not satisfied with Worker’s skills or performance during the first week of an assignment, District will notify Agency in writing of their dissatisfaction and reason for termination of the Worker for cause. Agency will credit District for the total hours billed related to that Worker.
5. Work Product and Inventions*.* All materials and/or other information developed, generated or produced, in whole or part, by Agency (including the employees, independent contractors or agents of Agency) in performing and completing the Services including, but not limited to, all documentation, flow charts, diagrams, specifications, descriptions, definitions, reports, and data (collectively, the “Work Product”) and any invention, product, computer program or specification, whether patentable or unpatentable, made, conceived or first actually or constructively reduced to practice, in whole or part, by Agency (including the employees, independent contractors or agents of Agency) in performing and completing Services (individually, an “Invention” and collectively, the “Inventions”), shall be the District’s sole and exclusive property. Agency shall perform all acts that may be deemed reasonably necessary or desirable by the District to evidence that the Work Product and Inventions are ‘works made for hire’ and/or to more fully transfer ownership to the District of the Work Product and Inventions
6. Contractual Relationship Only*.* Neither Party is the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against, or in the name of or on behalf of the other Party. No agency, partnership, joint venture, or employment is created as a result of this Agreement. Furthermore, the District shall not be responsible for paying or withholding any taxes, fees or other amounts, with respect to the amounts paid to Agency or for paying any compensation or benefits to or providing insurance for any of Agency’s employees or contractors. Agency agrees to defend, indemnify and hold harmless the District, and its managers, directors, officers, employees, agents, and representatives, against any and all losses, liabilities, claims, allegations, demands, causes of action, judgments, awards and costs (including but not limited to legal fees and expenses) (collectively “Claims”) arising out of or related to the employment or contract relationship of any of Agency’s employees and independent contractors including but not limited to Claims for salary/wages, vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee compensation or benefits of any kind.
7. Prohibition on Use of Name and Logo*.* Agency agrees that it will not, without the prior written consent of the District, use the names, logos, symbols, trademarks or service marks of the District, including but not limited to those associated with JPS Health Network, for any purposes or uses (expressly including but not limited to for Agency’s advertising, promotion or other marketing) other than those reasonably related to performing and completing the Services. This section titled “Prohibition on Use of Name and Logo” shall survive the termination or expiration of this Agreement.
8. Non-Solicitation*.* During the term of this Agreement and for a period of one year following the termination or expiration hereof: (a) neither Party shall, directly or indirectly, including on behalf of any other person, solicit for employment, solicit for contracting, hire, retain, engage, employ or contract, any employee of the other Party; and, (b) Agency shall not directly or indirectly, including on behalf of any other person, solicit for employment, solicit for contracting, hire, retain, engage, employ or contract any third party contractor’s employee who provides on-site services for the District. The non-solicitation obligations of this Agreement shall survive the termination or expiration of this Agreement.
9. Counterparts*.* This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall, for all purposes constitute one and the same instrument.
10. Further Assurances and Cooperation*.* During the term of this Agreement and at all times thereafter, each Party shall provide to the other Party, at its request, reasonable cooperation and assistance (including, without limitation, the execution and delivery of affidavits, declarations, oaths, assignments, samples, exhibits, specimens and any other documentation) as necessary to effect the terms of this Agreement. The Parties shall timely, diligently and on a commercially reasonable basis cooperate, facilitate the performance of their respective duties and obligations under this Agreement and reach agreement with respect to matters left for future review, consideration and/or negotiation and agreement by the Parties, as specifically set forth in this Agreement. Neither Party shall unreasonably withhold or delay any consent, approval or request by the other Party required under this Agreement. Further, the Parties shall deal and negotiate with each other in good faith in the execution and implementation of their respective duties and obligations under this Agreement.
11. Construction*.* In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
12. Taxes. Agency recognizes that District qualifies as a tax-exempt governmental Agency pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code and Section 151.309 of the Texas Sales, Excise, and Use Tax Code, and is not responsible for payment of any amounts accountable or equal to any federal, state or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement.
13. Notice of Immunity. District does not waive any rights or immunities provided as an agency of the State of Texas, whether granted by common law or statute, and nothing contained in this Agreement or any action required of District by this Agreement shall be interpreted to be such a waiver.
14. Binding Agreement. The Parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the Parties hereto.
15. Waiver. The failure to comply with or to enforce any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall not constitute or be deemed a waiver of any other provision hereof; nor shall such failure to comply with or to enforce any term, provision, or condition hereof constitute or be deemed a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
16. Modification. No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either Party hereto unless in writing signed by both Parties.
17. Parties Affected. Nothing in this Agreement, whether express or implied, is intended to confer upon any individual or entity, other than the Parties hereto (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies hereunder or otherwise. Nothing in this Agreement is intended to relieve or discharge any liability of any Party hereto or any third party. No provision in this Agreement shall give any individual or entity any right of subrogation against any Party hereto.
18. Notices. All notices provided for by this Agreement shall be made in writing either (a) by actual delivery (e.g., personally, by commercial courier service, or by confirmed fax transmission or confirmed email) of the notice, or (b) by the mailing of the notice by United States Postal Service certified or registered mail, return receipt requested, and addressed to the Party to be notified at the address set forth below (or at such other address as may be given by notice by a Party). The notice shall be deemed to be received (i) if by actual delivery, on the date of its receipt by the Party, or (ii) if by mail, on the second day on which mail is delivered following the date of deposit in the United States Postal Service.

If to the District: Tarrant County Hospital District Robert Earley, President and CEO

1500 South Main Street

Fort Worth, Texas 76104

Telephone: (817) 927-1234

Fax: (817) 924-1207

If to Agency: AGENCY

CONTACT

ADDRESS

ADDRESS

Telephone:

Fax:

Email:

1. Severability. Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby. Each invalid provision shall be revised only to the extent necessary to bring it within the requirements of such law or regulation.
2. Assignment. No Party to this Agreement may assign this Agreement without the prior written consent of the other Party.
3. Applicable Law. This Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of laws provisions and the exclusive venue of any legal action relating to or arising from this Agreement shall be in the state or federal courts located in Tarrant County, Texas. The Parties irrevocably consent to the jurisdiction and venue of such courts with respect thereto.
4. Subject Headings. The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.
5. Attorney’s Fees and Court Costs**.** If either Party brings an action against the other to enforce any condition or covenant of this Agreement, each Party shall be individually responsible for its own court costs and attorney’s fees.
6. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the Parties relating to the same.
7. Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable parts, or any similar cause beyond the reasonable control of the Parties.
8. Electronic Signatures; Facsimile and Scanned Copies; Duplicate Originals; Counterparts; Admissibility of Copies. Each Party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any Party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any Party transmitted by facsimile or by electronic mail shall be valid and effective to bind that Party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The Parties warrant and represent that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

|  |  |
| --- | --- |
| **Agency:**  [**AGENCY**]  By:  Name:  Title:  Date: | **District:**  **Tarrant County Hospital District d/b/a JPS Health Network**  By:  Name:  Title:  Date: |
|  |  |

Temporary Staffing Agreement 111120.docx

**Exhibit 1**

**Available Positions**

|  |  |  |
| --- | --- | --- |
|  | **Position** | **Hourly rate** |
| ☐ |  |  |
| ☐ |  |  |
| ☐ |  |  |
| ☐ |  |  |
| ☐ |  |  |
| ☐ |  |  |

**Exhibit 2**

**Worker Request Form**

District requests Agency to provide temporary staffing for the following position:

The scope of services for this position is as follows (attach additional sheets, if necessary):

This placement shall begin on and end on .

The District hiring manager for this position is:

**Fee Schedule**

The District will pay Agency for Services performed by Worker at the following rate: . No Services over forty hours in one week will be paid unless prior written approval for such overtime is given by the District’s hiring manager. For approved Services performed by Consultant in excess of forty hours during one calendar week, the District shall pay Agency at the following rate:

Cap on fees (if applicable): The total fees payable for this position shall not exceed . No fees in excess of this amount shall be paid under any circumstances.

**Prerequisites**

Prior to hiring Worker, Agency conducted a criminal back ground check using all names that the Worker has used (maiden name, nickname, former married names, birth name if adopted, etc.) and all cities, county and states where the Worker has worked or lived in for the past seven (7) years.

Agency has primary source verification of Worker’s required licensure, credentials, and education (as applicable to the position). Additional requirements and verification thereof may be attached, as appropriate.

District requestor signature: Date of request:

Print name:

Print title: