

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Kristen Lesley TODAY'S DATE: 8/11/2021

DEPARTMENT: Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: August 23, 2021

SPECIFIC AGENDA WORDING:

Consideration of Facility Agreement and Associated Johnson County Contract Terms Addendum-Travel Staff-2021 Between Johnson County and TLC Travel Staff, LLC for Provision of Certain Medical Staffing Services for the Johnson County Law Enforcement Center

COMMISSIONERS COURT

AUG 23 2021

PERSON(S) TO PRESENT ITEM:

Sheriff King and Chief Blankenship

SUPPORT MATERIAL: (Must enclose supporting documentation)

Approved

TIME: 2 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM:

WORKSHOP:

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:



Johnson Co Travel Staff Agr
jbs wrkng 1C

FACILITY STAFFING AGREEMENT

This staffing services AGREEMENT (“AGREEMENT”) dated effective as of the 1st day of September 2021 (the “Effective Date”), by and between TLC Travel Staff LLC (“AGENCY”)

located at 718 Delaware Street, Perry, Oklahoma 73077 and Johnson County, Texas, a political subdivision of the State of Texas and all associated facilities requesting Medical staffing (“FACILITY”) located at 1800 Ridgemar Drive, Cleburne, Texas, 76031 [With correspondence to 2 North Main Street, Cleburne, Texas 76933] and all associated facilities requesting medical staffing Whereas “AGENCY” will at the request of the “FACILITY”, recruit, transport, and provide qualified medical staffing personnel, referred to in this AGREEMENT as “HEALTHCARE PROFESSIONALS”, to work for as-needed, and as-available in accordance with this AGREEMENT’s terms. Qualified Personnel are those individuals who meet the state-established licensing board standards and guidelines for their respective profession, and The Joint Commission standards.

IT IS THEREFORE AGREED:

1) RESPONSIBILITIES OF AGENCY:

- i) HEALTHCARE PROFESSIONALS qualifications: WHEREAS FACILITY wishes that AGENCY to provide all HEALTHCARE PROFESSIONALS’ that it may require, subject to the availability of such HEALTHCARE PROFESSIONLS’ by AGENCY. Each HEALTHCARE PROFESSIONAL will meet the following criteria:
 1. A completed application which includes education, training, skills, specialties and preferences.
 2. Will provide compliance training that meets all OSHA, HIPPA and The Joint Commission requirements.
 3. Possess a current, valid license issued by the state of assignment or valid compact state license, verified by an authorized AGENCY representative.
 4. Carry a copy of his/her license, registration or certificate, as applicable, and photo I.D. and present it to the FACILITY representative upon request.
 5. Have at least one year of full-time experience in the acute care setting within the past twenty-four months, unless otherwise agreed upon by all parties.
 6. Possess documentation validating completion of at least one year of experience in assigned specialty area with a skills checklist and will evaluate for clinical competency.
 7. Satisfactory results on annual TB test, evidence of satisfactory health status.
 8. Ability to perform the essential functions of the job certified by a qualified healthcare provider and in accordance with state regulations.
 9. Performance evaluations.
 10. Form I-9 and documents establishing identity and work authorization.
 11. Written verification obtained annually that employee is not on the OIG list of



- excluded providers or the excluded parties' list system (EPLS).
12. Has passed a minimum 10 panel drug screen, unless otherwise requested by client, and an appropriate criminal and sex offender background check.
 13. CPR certified and maintains specific certifications required by FACILITY.
- ii) Company Employees: AGENCY will maintain direct responsibility to HEALTHCARE PROFESSIONAL for payment of wages and reimbursement of expenses. AGENCY Will also collect from each HEALTHCARE PROFESSIONAL all applicable federal, state, local withholdings, social security, unemployment insurance and maintain workers compensation insurance coverage in an amount and under such terms as required by state law. AGENCY will maintain general liability insurance in such amount as AGENCY deems appropriate and evidence of such insurance will be provided to the FACILITY upon request. AGENCY will not discriminate against any individual on the basis of age, race, color, sex, religion, handicap, disability or national origin.
- iii) Healthcare Professional's Replacement: FACILITY maintains the right, per its own policies and procedures to require any HEALTHCARE PROFESSIONAL to leave its premises immediately if, in the sole discretion of FACILITY any HEALTHCARE PROFESSIONAL is incompetent, negligent, or has engaged in misconduct. FACILITY will be responsible to compensate AGENCY for services, worked by HEALTHCARE PROFESSIONAL and FACILITY shall have no further obligation with respect to such assignment. FACILITY agrees to immediately notify AGENCY of any, and all such actions. The Credentialing and Compliancy Department is available to help resolve any concerns, take incident reports, or assist with any other issues that may arise. The Credentialing Department is available Monday thru Friday from 8:00 am to 5:00 pm CST at 580- 710-3073. An on-call representative from the local office is available twenty-four (24) hours a day.
- iv) Regarding complaints, unexpected incidents, errors and sentinel events: Following a complaint, unexpected incident, error or sentinel event involving a HEALTHCARE PROFESSIONAL assigned by AGENCY to FACILITY, FACILITY agrees to provide AGENCY written documentation of complaint, incident, and error or sentinel event within twelve hours of such event for AGENCY's Credentialing and Compliancy Department.
- v) AGENCY will comply with The Joint Commission standards for the use of HEALTHCARE PROFESSIONALS by FACILITY.
- vi) To continue to improve our healthcare standards, as well as meet The Joint Commission standards we encourage all concerns about patient care and safety to be directed to Executive Management at 580-710- 3073.
- vii) Subcontractor Policy: Neither party shall subcontract its obligations hereunder, without the prior written consent of the other party. Any subcontract without such prior consent shall be void and have no effect.
- viii) Confidentiality: AGENCY will not, without first obtaining the FACILITY'S prior written

consent, disclose publicly or to any third party person, firm or enterprise or use for its benefit any information relating to pricing methods, process, financial data, lists, apparatus, statistics, programs, research, development or related information of FACILITY, their HEALTHCARE PROFESSIONALS and either affiliates concerning their past, present, or future business plans, and results or terms of the provision of services by AGENCY under this AGREEMENT.

- ix) AGENCY provided medical personnel (nurse/technician) at the Jail Facilities shall, upon request from a law enforcement officer, withdraw blood from suspects who are arrested for Driving While Intoxicated, Intoxication Assault, and Intoxication Manslaughter. Blood specimens shall be taken from suspects who consent to the giving of a blood specimen and those suspects who are subject to a search warrant for blood issued by a magistrate. Blood specimens shall be delivered to the requesting law enforcement officer or the officer's designee.
- x) Such AGENCY personnel as engage in the drawing of blood as described in the paragraph above must appear for court hearings, trials or at such other times as may be deemed necessary by FACILITY or Johnson County law enforcement or prosecution personnel to give witness statements or testimony. The charge to FACILITY or Johnson County for such appearances shall be the same as if the person was working in their normal duties at the FACILITY. AGENCY personnel must appear to testify upon request preceded by reasonable notice and will do so on the basis of the contact and without requiring a subpoena.
- xi) Solicitation: AGENCY will not solicit FACILITY employees for employment with AGENCY.

2) REPONSIBILITIES OF FACILITY:

- i) Solicitation of HEALTHCARE PROFESSIONALS: FACILITY will take no steps to recruit as its own employee those Healthcare Providers provided by AGENCY during the term set terms. FACILITY understands AGENCY is not an employment AGENCY, and that its employees are assigned to the FACILITY and further acknowledges the considerable expense has been incurred by AGENCY to advertise, recruit, interview, evaluate, reference check and supervise its employees. In recognition of the substantial efforts made by AGENCY in providing qualified staff to FACILITY, in the event that the FACILITY employs or retains as a contractor any AGENCY employee (Employee") provided to the FACILITY at any time within twelve (12) months such of contract or assignment ending by the FACILITY, the FACILITY agrees to pay AGENCY its current published placement fee ("FEE"); thirty percent (30%) of the HEALTHCARE PROFESSIONALS total annual compensation plus all ancillary fees and expenses including but not limited to background check, drug screen and all credentialing fees associated with placement, provided. FACILITY agrees to notify and confirm notification with agency intention to hire said HEALTHCARE PROFESSIONAL(S). An allowable provision set forth by AGENCY allows FACILITY, once notifying and confirming in writing that FACILITY intends to hire Employee, AGENCY agrees to waive ten percent (10%) of the Placement Fee for



every 100 hours worked after written notification of intent to hire to AGENCY is sent and confirmed. This Solicitation Fee shall survive termination and termination of this AGREEMENT.

- ii) Training: Because the FACILITY controls the HEALTHCARE PROFESSIONALS working environment, FACILITY is responsible for providing all training noted in OSHA standard 29 CFR part 1910.1030 including, but not limited to, the FACILITY'S exposure central plan, hazard communications, engineering and practice controls and the FACILITY contact for biohazard emergencies. FACILITY will provide to AGENCY documentation of all training to HEALTHCARE PROFESSIONALS by FACILITY to enable AGENCY to meet its obligations under such regulations. FACILITY will evaluate HEALTHCARE PROFESSIONAL'S clinical competency to meet FACILITY needs and requirements.
- iii) Occupational Safety Hazard and/or Post Exposure Evaluation and Follow Up: Following any exposure incident or any accident or injury involving a HEALTHCARE PROFESSIONAL assigned by AGENCY to FACILITY, the FACILITY will immediately make available to the exposed or injured HEALTHCARE PROFESSIONAL a confidential medical evaluation and treatment and will maintain all required records at AGENCY expense. AGENCY must be notified immediately of any accident or injury involving any HEALTHCARE PROFESSIONALS at FACILITY to ensure worker's compensation coverage.
- iv) Orientation: FACILITY will provide orientation for HEALTHCARE PROFESSIONAL. The orientation will include an explanation of job responsibilities, physical layout, equipment and relevant unit, setting or program specific policies and procedures of which the HEALTHCARE PROFESSIONAL must be aware of to perform and document high quality patient care.
- v) FACILITY shall provide a job description to include shift, dates and duties about its specific needs so that AGENCY can adequately match HEALTHCARE PROFESSIONAL to FACILITY needs.
- vi) Reassignment of Staff/Floating: FACILITY agrees to reassign or Float staff only to areas of practice within their clinical competence. Clinical competencies are defined as the HEALTHCARE PROFESSIONAL's self-attestation, this document is found within the HEALTHCARE PROFESSIONAL's profile. If HEALTHCARE PROFESSIONAL refuses to Float or be reassigned, the FACILITY may dismiss HEALTHCARE PROFESSIONAL and request a replacement to such FACILITY for future scheduled shifts. FACILITY is only obligated to pay for actual hours worked by HEALTHCARE PROFESSIONAL prior to dismissal. In the event of such dismissal AGENCY will use its best efforts to locate another HEALTHCARE PROFESSIONAL for assignment to FACILITY as soon as possible.
- vii) Evaluations: FACILITY will evaluate HEALTHCARE PROFESSIONALS no less than one



time during the HEALTHCARE PROFESSIONAL's assignment, or as otherwise deemed appropriate by AGENCY and provide a copy of such evaluation to AGENCY.

- viii) Time Slips: AGENCY will furnish each HEALTHCARE PROFESSIONAL with a time slip. FACILITY must designate a responsible supervisor for each shift to sign and verify time slips [if needed, on a daily basis] for HEALTHCARE PROFESSIONAL.
 - ix) Compliance: FACILITY will comply with all applicable federal, state and local laws and regulations pertaining to the operations of the FACILITY.
 - x) Requesting HEALTHCARE PROFESSIONAL: FACILITY shall make every effort to request HEALTHCARE PROFESSIONALS at least four (4) hours prior to reporting time. If HEALTHCARE PROFESSIONAL is requested less than two (2) hours prior to reporting time, FACILITY will be billed for the entire shift. If FACILITY changes or cancels a HEALTHCARE PROFESSIONAL less than two (2) hours before reporting time, FACILITY shall be liable for four (4) hours at the hourly rate for the HEALTHCARE PROFESSIONAL involved. FACILITY then reserves the right to then employ the HEALTHCARE PROFESSIONAL for four (4) hours.
 - xi) During the term of this AGREEMENT FACILITY will not request through another service, personnel previously assigned to it by AGENCY.
- 3) **BILLING AND PAYMENT:**
- i) Invoicing/Rates: On a weekly basis, AGENCY will bill the FACILITY for all hours worked by HEALTHCARE PROFESSIONAL the previous week based on the Exhibit A rate schedule attached to this AGREEMENT. AGENCY will provide the FACILITY documentation reflecting the hours worked by HEALTHCARE PROFESSIONALS with each invoice. Billing rates may be changed once every twelve (12) months upon thirty (30) days s written notice by AGENCY to FACILITY.
 - ii) Payment Terms: Invoices will state where remittances will be sent. Payment will be made and any past due charges will be calculated pursuant to Texas law applicable to Counties and as set forth in the Addendum attached hereto and incorporated herein.
 - iii) Payment Default: If payment in full is not received within sixty (60) days of the date of invoice, AGENCY may turn the FACILITY over for collection.
 - iv) Termination for Non-payment: Notwithstanding any other provision in this AGREEMENT, AGENCY may immediately terminate this AGREEMENT at any time without notice if payment for services is not received by the 60th day after the invoice date.
 - v) The undersigned-guarantees prompt and full performance and payment of any and/or all obligations to TLC Travel Staff, its agencies, successors and/or assigns, now existing or hereafter incurred. In the event of any default, the undersigned authorizes TLC Travel Staff, its agencies, successors and/or assigns, to proceed directly against the undersigned, if it so desires, jointly and severally, for all amounts due and owing, including interest, disbursements, court costs, and reasonable attorney fees. Notwithstanding the foregoing, Johnson County does not waive any notice requirement or other limitation or requirement on bringing an action against

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Johnson County, a political subdivision of the State of Texas.

4) TRAVEL REQUIREMENTS:

- i) FACILITY shall accept each Traveler (a Traveler is defined as a HEALTHCARE PROFESSIONAL whose primary residency is 50 miles from the FACILITY), for a minimum of a four (4) week assignment, the assignment length for each Traveler can be changed only upon fifteen (15) days' notice to AGENCY. Per Diem shifts will be facilitated as agreed upon by both parties.
- ii) FACILITY may cancel the assignment of any Traveler who has been confirmed for an assignment prior to the Travelers schedule start date upon fifteen (15) days' notice prior to start date.
- iii) FACILITY may at its option, cancel AGREEMENT if it deems appropriate. FACILITY shall pay the equivalent of two (2) weeks of the service that would have been provided under the Contract.

5) TERMS OF AGREEMENT:

- i) Compliance with Applicable Laws: In discharging duties under this AGREEMENT, AGENCY will comply where applicable with all standards and requirements so The Joint Commission, Medicare, Medicaid and other licensing and accrediting agencies. AGENCY will also comply with all applicable federal and state statutes, labor and other regulations.
- ii) Effective Date: This AGREEMENT shall be effective as of the Effective Date and shall continue thereafter until terminated. Either party, upon giving ninety (90) days advance written notice to the other party, may terminate this AGREEMENT. The termination of this AGREEMENT shall not affect the rights and obligations of the parties hereunder with respect to rights or obligations which accrue on or before the date of such termination.
- iii) Breach or Violation: The waiver by either party of a breach or violation of any provision of the AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this AGREEMENT. The AGREEMENT contains the sole and only AGREEMENT of AGENCY and the FACILITY (along with the Addendum attached hereto and signed by the parties) relating to recruitment and placement of HEALTHCARE PROFESSIONALS. In the event legal proceedings are instituted to enforce this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- iv) Notice or Demand Requests: Any notice or demand desired to be requested to be given under this AGREEMENT will be in writing, will be personally served or sent by certified mail, return receipt requested, and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

NOTATION – A POLITICAL SUBDIVISION OF THE STATE OF TEXAS CANNOT ENTER INTO AN INDEMNITY AGREEMENT, (AN EXPLANATION OF THIS IS SET OUT IN THE ACCOMPANYING ADDENDUM AS ONE OF THE ITEMS).

v.) Indemnification: AGENCY agrees to indemnify FACILITY and hold FACILITY, including directors, officers, officials, agents and employees, harmless from all claims, suits, judgments and demands arising from the indemnifying party's negligent and/or intentional acts and omissions in the performance of the duties prescribed by this AGREEMENT. Each party shall give the other immediate written notice of any claim, suitor demand which may be subject to this provision or implicate the liability of the other party. This provision shall survive the termination of the AGREEMENT.

V. Confidentiality: FACILITY will not, without first obtaining the AGENCY's prior written consent, disclose publicly or to any third party, person, firm or enterprise or use for its benefit any information relating, processes, financial data, lists, apparatus, statistics, programs, research, development or related information of AGENCY, their HEALTHCARE PROFESSIONALS and their affiliates concerning their past, present or future business plans, and results or terms of the provision of Services by FACILITY under this AGREEMENT. AGENCY recognizes that FACILITY is subject to various open government laws including but not limited to the Texas Public Information Act (Chapter 552 of the Texas Government Code) and the Open Meetings Act (Chapter 551 of the Texas Government Code). Consequently, contracts, agreements and many other documents are not subject to claims of confidentiality and certain documents, data and materials held by a Johnson County, and in some cases entities contracting with Johnson County are presumed to be Public. FACILITY does not anticipate that it will be in possession of proprietary information described in this paragraph that is not subject to release to the public upon proper request. Johnson County will act to protect confidential medical information of patients. Upon receiving a request for information described in this paragraph that is not public by operation of law, then Johnson County will promptly notify AGENCY of the request and AGENCY can, at its own expense and with its own counsel, make such objections to the Texas Attorney General or to a Court of competent jurisdiction to contest the release of the information.

v) Insurance: AGENCY maintains and during the term of this AGREEMENT and any subsequent renewals will maintain general liability insurance with limits of not less than \$1M per occurrence and professional liability insurance coverage for all of its acts and omissions in the provision of the designated services with limits of not less than \$1M per claim. AGENCY will provide proof of insurance upon request. AGENCY will name FACILITY and Johnson County as an additional insured on the policies described in this paragraph.

vi) Notices: FACILITY shall notify AGENCY in writing within thirty (30) days if (1) a petition under the United States Bankruptcy Code or any other insolvency or debtor statute shall be filed by or against FACILITY; or (2) any receivership proceedings shall be commenced involving FACILITY; or (3) the state health department or any other government AGENCY (i) revokes Facilities license; (ii) appoints a temporary manager or receiver to operate the FACILITY; or

(iii) takes any action adverse to FACILITY, which impairs or restricts FACILITY's ability to operate the FACILITY or pay its trade debt (including all obligations owed by FACILITY to AGENCY under the AGREEMENT).

vii) This AGREEMENT may not be modified, amended or terminated verbally. No modification, amendment or termination or any claimed waiver of any of the provisions of this AGREEMENT shall be binding unless same is in writing and signed by the person against whom such modification, amendment, or waiver is sought to be enforced. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, executors, administrators, except as otherwise herein provided. This AGREEMENT may be executed in duplicate counterparts and each of such counterparts shall for all purposes be deemed an original. This AGREEMENT supersedes any prior understanding written or verbal AGREEMENTs between the parties respecting the subject matter hereof. All parties hereto agree that they will do any, and all acts, and execute any and all instruments, which are responsible and necessary for the purposes of carrying out the terms, conditions and intentions of this AGREEMENT

FACILITY and AGENCY have acknowledged their understanding of AGREEMENT to the mutual promises written above by executing this AGREEMENT.

AGENCY: TLC Travel Staff

FACILITY:

By: TLC Travel Staff

By: Johnson County

Name: Debbie Terrel

Name: Roger Harmon

Title: COO

Title: County Judge

Date: 8/1

Date: 8-23-21



Signature 

Attest:


County Clerk, Johnson County

Date 8-23-21



RATE SCHEDULE

Bill Rates:

Overtime Hours Billed at 1.5 Rate

COVID in Facility \$10 Additional to Rate

Specialty	Regular Hours	Weekend Hours	On Call
C. N. A.	\$40.00	\$42.00	\$8.00
Med. Aides	\$43.00	\$45.00	\$8.00
LPN	\$57.00	\$59.00	\$8.00
RN I	\$75.00	\$77.00	\$8.00
RN II	\$78.00	\$80.00	\$8.00
RN III	\$82.00	\$84.00	\$8.00
RN IV	\$89.00	\$91.00	\$8.00
Surgical Scrub Tech	\$58.00	N/A	\$8.00
Cath Lab Tech	\$61.00	N/A	\$8.00

RN I: LTAC, SNF, Rehabilitation

RN II: Antepartum, BMT, Endoscopy, LTAC-Tele/PCU, Medical Surgical, Nursery, Outpatient Clinic, Pediatrics, All Telemetry, Telephone Triage/Call Center

RN III: Ambulatory OR, Ambulatory PACU, Ambulatory Pre-Post OP, Case Manager, Clinical Education Specialist, CVOR, Dialysis, ER, First Assist, Home Health, Home Health Hospice, Home Health, Psychiatric, Correctional, ICU, Infection Control, Informatics, L&D, LTAC-ICU, NICU, Oncology, OR, PACU, PCU, Pediatric ER, Pediatric Psych., Pediatric CVOR, Pediatric Hemat/Oncology, Pediatric Outpatient Clinic, Pediatric OR, Pediatric PACU, Pediatric Stepdown, PICU, Post-partum, Wound Care.

RN IV: Cath Lab, Clinical Instructor, Home Infusion, Interventional Radiology, IV Therapy, Thoracic Surgery, Transplant Surgery.

JOHNSON COUNTY CONTRACT TERMS
ADDENDUM – TRAVEL STAFF - 2021

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This **Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS** (hereinafter referred to as “**COUNTY**” and also referred to as “**FACILITY**” in certain documents), a political subdivision of the State of Texas, and **TLC TRAVEL STAFF, LLC**. (hereafter “**TLC TRAVEL STAFF**” or “**AGENCY**” or “**COMPANY**”). **TLC TRAVEL STAFF, LLC** is located at 718 Delaware Street, Perry, Oklahoma 73077. Johnson County, Texas, primary address for correspondence relating to the Agreement is 2 North Main Street, Cleburne, Texas 76033.

JOHNSON COUNTY, and **TLC TRAVEL STAFF** or both, as may be applicable, may be collectively identified as the “**Parties**” or each individually a “**Party**”. **This Addendum is part of the Agreement with TLC TRAVEL STAFF, LLC and is intended to modify (as set forth in this Addendum) all documents, including any Proposal and any acceptance of such Proposal put forth by TLC TRAVEL STAFF, LLC.**

2.1

This Agreement will be governed by and construed according to the laws of the **State of Texas**. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract.
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that COMPANY might lawfully seek to claim as confidential, then

County will forward the request to COMPANY. It shall be the obligation of COMPANY to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with COMPANY in making such submission to the Texas Attorney General's Office. **COMPANY acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County

Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by **COMPANY** pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 60 months from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.**

7.2

COMPANY certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. COMPANY states that it is not ineligible to receive State or Federal funds due to child support arrearages

7.3

COMPANY verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. COMPANY further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.4

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

7.5

Notwithstanding any other provision in this Addendum or the associated documents, to the extent COMPANY is being contracted to provide information technology and services or to maintain and make available information for use by Johnson County and the public, including documents, data, content, and records then said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

7.6

At any time following the expiration of the initial term of the contract, COUNTY may terminate the contract at its discretion by giving COMPANY 90 days written notice of such termination.

8.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY COMPANY IS HEREBY DELETED.*

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:



8-23-21

Roger Harmon

Date

As Johnson County Judge

Attest:

Becky Mey
County Clerk, Johnson County



8-23-21

Date

TLC Travel Staff (COMPANY):

Leigh Booker
Authorized Representative of

08/03/21

Date

TLC Travel Staff {name or names of companies}

Printed Name: __Leigh Booker__

Title: National Business Development
Manager