

FILED FOR RECORD
at 2:29 o'clock P M

APR 09 2020

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

RESOLUTION NO. 16.046

A RESOLUTION AND ORDER OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, AUTHORIZING CONTRACT WITH STAT MEDICAL MANAGEMENT FOR COVID-19 RESPONSE TEAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, beginning in December 2019, a novel coronavirus, now designated SARS-CoV2 which causes the disease COVID-19, has spread through the world and has now been declared a global pandemic by the World Health Organization; and

WHEREAS, a State of Disaster was declared by the Texas Governor on March 13, 2020;

WHEREAS, on March 16, 2020, President Trump acknowledged the gravity of the COVID-19 pandemic, releasing strict new guidelines to limit people's interactions, including that Americans should avoid groups of more than 10 people;

WHEREAS, the Hunt County Commissioners Court declared a state of emergency on March 16, 2020, and County Judge Stovall issued an Order on that same day;

WHEREAS, on March 23, 2020 County Judge Stovall and the Hunt County Commissioners Court amended the County's Disaster Resolution and included an order that all residents of Hunt County shelter in the place of their residence. The Commissioners Extended the Resolution and Order on April 3, 2020, and it currently is set to expire on April 17, 2020;

WHEREAS, on March 31, 2020 Governor Greg Abbott issued Executive Order No. GA-14 relating to statewide continuity of essential services and activities during the COVID-19 disaster;

WHEREAS, over the past three weeks, there has been a steady increase in the number of COVID-19 positive cases in Hunt County, including 15 total positive-test cases as of April 8, 2020, and the number of active cases is expected to continue to increase;

WHEREAS, STAT Medical Management employs a large group of professionals in the medical field who are not currently working due to the Governor's Executive Order limiting elective surgeries, and those professional maintain the necessary qualifications to work within and support the Hunt County Health Department;

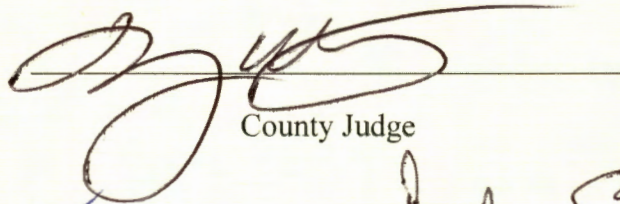
WHEREAS, Texas Government Code Title 8, Subtitle B, Chapter 262, Subchapter C – the "County Purchasing Act" – includes Subsection 262.024, "Discretionary Exemptions," which allows for purchases of "personal or professional service" if the Commissioners Court "by order grants the exemption."

NOW THEREFORE BE IT RESOLVED AND ORDERED, that:

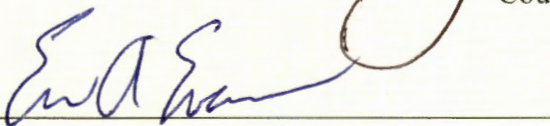
1. The Hunt County Commissioners Court by this Resolution and Order Grants the exemption for purchase of professional service under Texas Government Code Section 262.024(a)(1)-(4);
2. Hunt County approves the "COVID-19 Response Team for the Hunt County Health Department Staffing Agreement" with STAT Medical Management, attached as Exhibit A; and
3. This Resolution and Order shall be in full force upon its passage and approval.

IN WITNESS WHEREOF, the undersigned, being the County Judge and Commissioners of Hunt County, Texas, hereby approve, consent to and adopts the above resolutions as of the 9th day of April 2020.

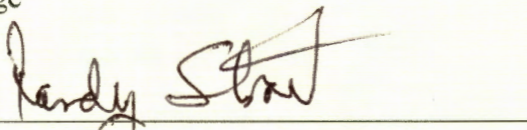
PASSED AND APPROVED, this the 9th day of April 2020.



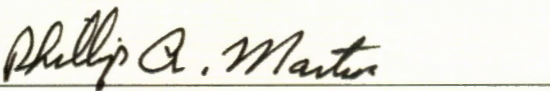
County Judge



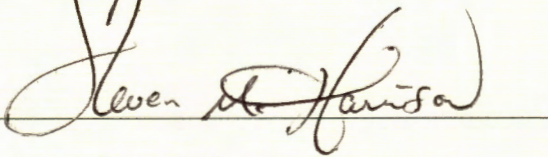
Precinct 1 Commissioner



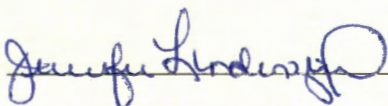
Precinct 2 Commissioner



Precinct 3 Commissioner



Precinct 4 Commissioner

ATTEST: 

Jennifer Lindenzweig, County Clerk



Exhibit A

#16,046

THE COVID-19 RESPONSE TEAM
FOR THE HUNT COUNTY HEALTH DEPARTMENT

FILED FOR RECORD
at 2:29 o'clock P M

APR 09 2020

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

STAFFING AGREEMENT

IT IS HEREBY AGREED by and between STAT MEDICAL MANAGEMENT, a Texas sole proprietorship ("Company"), and the HUNT COUNTY HEALTH DEPARTMENT, an instrumentality of the State of Texas, located at 2700 Johnson Street, Greenville, Texas 75401 ("Client"), that this Staffing Agreement ("Agreement") is entered into on this 27TH day of March, 2020 ("Effective Date"). For purposes of this Agreement, "Client" refers to and includes the entity named above and its parents, subsidiaries, affiliates, and successors.

RECITALS

WHEREAS, on March 13, 2020, the Governor of the State of Texas has declared a state of disaster under the Texas Disaster Act of 1975 with respect to the coronavirus pandemic (the "Declaration");

WHEREAS, through the Governor's Declaration, or related actions and orders, the Governor has suspended regulatory provisions relating to the procedures for the conduct of state business that, in any way, prevent, hinder, or delay necessary action in coping with the disaster;

WHEREAS, Client's Purchasing Policy and Procedures Manual (the "Manual"), which details processes for procurement of services and goods, are waived pursuant to the Governor's Declaration;

WHEREAS, Company is a healthcare staffing agency engaged in the business of assigning its healthcare professional employees ("HCP(s)") to perform temporary and supplemental healthcare staffing services for clients; and

WHEREAS, Company is committed to maintain the highest standard for professional accountability, conduct, competency, fair & ethical business practices, and service excellence;

WHEREAS, the Client desires to engage Company through this sole-source emergency contract for professional and personal services pursuant to the Client's authority granted to it in Sections VII.D, E and F of the Manual; and

WHEREAS, Company desires to accept engagement by Client, in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **The Project.** In response to the COVID-19 pandemic and the Governor's Declaration, Client is coordinating efforts to protect the safety of the people of Hunt County, Texas. More specifically, Client is responsible for handling notifications to certain individuals regarding exposure or potential exposure to COVID-19 based on State reporting of positive cases and to investigate the original source of contagion for those reported cases. Given the current staffing needs of the Client and the pandemic, Client seeks to engage Company to provide personnel, as further described in this Agreement, to assist Client in fulfilling the responsibilities described above and other related tasks that may be asked of it, as such other tasks may be reasonably requested of Company by Client (collectively, "The COVID-19 Response Team for The Hunt County Health Department" or, simply, the "Project").

A. **Company Service Obligations.** Company shall provide to Client the services of its healthcare professional employee(s) ("HCP(s)") as reasonably requested by Client to assist Client in completing the Project, and Client shall use the services of Company as a provider of HCPs as set forth herein (including the Additional Terms and Conditions). Company conducts its business practices in an ethical and fair manner and endeavors to demonstrate professional accountability and service excellence through its image, trust and reputation established by its representatives and employees. For the avoidance of any doubt, Company is not providing treatment to any individuals pursuant to this Agreement.

B. **Client Obligations Related to Services.** Client agrees to provide adequate office facilities, along with adequate computer, printer, highspeed internet connection, and related office equipment for HCPs to perform the

services required hereunder. Additionally, Client shall provide Company and/or its HCPs will access to all necessary data and information resources reasonably necessary to proficiently perform tasks related to the Project.

2. **Term.** This Agreement shall be for an initial term of three (3) months from the Effective Date of this Agreement. This Agreement shall be automatically renewed for successive one-month terms unless modified or terminated in accordance with the provisions of this Agreement. The parties agree to waive any notice prior to automatic renewal of this Agreement that may be required by state law.

3. **Independent Contractor.** The services that Company shall render under this Agreement shall be as an independent contractor to Client. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Company and Client.

4. **Healthcare Professionals; Compensation, Benefits and Duties.** Company agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving HCPs with respect to compensation that Company has agreed to pay such HCPs. HCPs shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Client to its direct employees. HCPs shall comply with all applicable state and federal laws and with Client policies and procedures, and shall professionally, ethically and diligently carry out their responsibilities with acknowledgment and due respect for their expertise and licensure, as applicable, and in the best interest of the Client's patient population, their health and welfare, and their image and presence as a member of a healthcare organization and of the community.

5. **Compliance.** Company agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and all of its implementing regulations related thereto, as have been and may be amended from time to time, ("HIPAA"). Company acknowledges that it and its employees are business associates of Client and shall maintain the confidentiality of all Client patient identification information and all information contained in medical records in accordance with all applicable state and federal laws and regulations including HIPAA as further described in the Business Associate Agreement attached hereto as Exhibit A and incorporated by reference herein.

6. **Selection and Background Screening.** Company will select HCPs for assignments that meet the standards for experience and competency as defined by the Client and in accordance with Company staffing standards. Company shall recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for all HCPs to be assigned to the Project and to Client's facilities prior. Client acknowledges that all HCPs assigned to the Project have satisfied all requirements described in this section unless otherwise expressly stated by Client to Company in a writing. In the event Client provides such notice of an HCP's failure to satisfy such requirements, the Company will not reassign such person to the Project until Company demonstrates to the reasonable satisfaction of Client, that such HCP has met such criteria. As a general matter, Company considers an HCP to have met such criteria when they have satisfied Company's criteria to apply for employment, possess current and valid credentials, have successfully passed the appropriate competency screening and have completed a clinical skills assessment for his or her classification and area of expertise. Standards for Company employment will be consistently acknowledged for active employee status. This includes but is not limited to work validations, references, health clearance, verification of licensure/certification, ten panel drug screening and criminal background checks. Company will comply with all State specific requirements relating to all background screenings for HCPs.

7. **Company Liaison.** Company shall designate and provide at no charge Company representative(s) to serve as liaison(s) with Client in overseeing the implementation of this Agreement. Company will be available for Client 24 hours a day 7 days a week.

8. **Insurance.** Company will provide and maintain, at its sole cost and expense, Medical Professional Liability Insurance (Malpractice), Comprehensive General Liability Insurance, Worker's Compensation and Employer's Liability Insurance. The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving HCPs assigned to Client.

9. **Rates for Services.** Client shall pay Company a monthly base rate of \$5,000 in addition to the hourly rates described on the attached Additional Terms and Conditions for the hours actually worked by the number and type of HCPs requested to be provided by Client during the term of this Agreement. The base rate includes all consulting, management and advisory services provided by Lori Aaron. In the event that the Project demands and the Company requests that Lori Aaron perform services other than the consulting, management and advisory services that are customarily performed by

her, Company shall be charged one and a half times (1.5x) the highest hourly rate listed for an HCP on the attached Additional Terms and Conditions.

10. **Payment for Services.** Company will invoice for services provided in accordance with this Agreement on a weekly basis. Client's signature on Company's timesheets certifies that the hours shown are correct and that the work was performed to Client's satisfaction and authorizes Company to bill for the hours worked by the named HCP. In the event a portion of any invoice is disputed, the undisputed portion shall be paid. Client agrees to pay Net Upon Receipt of invoice, and to pay late charges on any unpaid balances after 30 days from the date of receipt at the rate of 1.5 % per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is higher. In the event of any action to collect unpaid invoices, the Client shall be liable to Company or its assignee for all costs of collection, including but not limited to reasonable attorneys' fees and costs (including at any trial and appellate levels). Company may collect from the Client a fee of \$20.00 for any check that is returned by the financial institution on which it is drawn as "dishonored" or for "insufficient funds" after notification that the check has been returned. Client authorizes Company to deposit and receive payments marked "paid in full" or "full satisfaction and discharge" or words of similar import, without waiving Company's right to proceed against Client for any outstanding amounts owed by Client in excess of such payments. Client shall remit all payments to Company as follows, unless otherwise directed by Company in writing:

Remittance Address:

Accountable Healthcare Staffing
P.O. Box 732800
Dallas, TX 75373-2800

Wire Instructions:

Name: Accountable Healthcare Staffing, Inc.
Bank Name: JP Morgan Chase
Lockbox Account #626512631
ABA#044000037 for ACH
ABA #021000021 for Wires

Overnight/Courier Address:

JPMorgan Chase (TX-0029)
Attn: Company healthcare Staffing Box 732800
14800 Frye Road, 2nd Floor
Ft. Worth, TX 76155

11. **OSHA Compliance.** Because Client controls the facilities in which HCPs work, it is agreed that Client is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to HCPs assigned to Client's facility, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this Agreement.

12. **Client Responsibilities.** Client agrees that it is responsible for providing day-to-day oversight, guidance, and assistance to HCPs. Client will not permit or require an HCP to perform services outside of the scope of his or her assignment. Client agrees that it will provide safe working conditions.

13. **EEOC and Affirmative Compliance.** Client and Company affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. Client and Company agree not to harass, intimidate, threaten, coerce, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, genetic information, sexual orientation, gender identity, protected veteran status or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any HCP, Client and Company agree to cooperate in the prompt investigation and resolution of such complaint.

14. **Confidential Information.** Client acknowledges that during Company's performance under this Agreement, Client may be given access to or acquire Confidential Information of Company (as defined below), all of which provides Company with a competitive advantage and none of which is readily available. Client agrees that during the term of this Agreement and any time thereafter it will not use or disclose to any person or company (except under the authority of Company or if ordered to do so by a Court of competent jurisdiction) any Confidential Information obtained during the term of this Agreement for any reason or purpose. Client also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information. As used herein, Company's "Confidential Information" means: all information regarding Company's HCPs and non-field staff employees, including but not limited to their names, home addresses, telephone numbers, skills, qualifications, evaluations, availability, record of assignments, and related information.

15. **Cooperation.** Client shall immediately report to Company any unusual incident or error involving any HCP. Client will support obtaining written performance evaluations on HCPs at mutually agreed upon intervals. Performance appraisals related to behavior and/or subjective situations of overt or covert behavior other than incompetence, negligence or misconduct jeopardizing patient safety and welfare will be reported to Company for investigation and appropriate personnel action. Client will notify and provide Company with a written report for any HCP work-related injury or illness and provide treatment and care to HCP at the Client's facility in which the injury occurred, as authorized by Company.

16. **Entrustment.** Client agrees that it will not entrust any HCP with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of Company. Client will not request or permit any HCP to use any vehicle, regardless of ownership, in connection with the performance of services for Client.

17. **Subcontracting.** Notwithstanding anything to the contrary in this Agreement, Company may utilize other supplemental staffing providers to facilitate the provision of services under this Agreement ("Sub-vendor(s)"). In such event, Company shall act as the managing supplier for all Client service requests pursuant to this Agreement. Company will hold the contracts with Sub-vendors, fill the needs as requested by Client, generate a consolidated invoice, and address all Client support concerns related to Sub-vendor HCPs. Additionally, Sub-vendors shall be required to comply with all terms and conditions of this Agreement required by Company with respect to Sub-vendor HCPs performing services pursuant to this Agreement and shall execute a business associate agreement consistent with the terms contained in the business associate agreement attached hereto as Exhibit A.

18. **Termination.** Notwithstanding any other provision of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Agreement, either party may terminate this Agreement immediately. This Agreement also may be terminated by either party upon 30-days' written notice to the other party. Paragraphs 6, 9, 13, 14, and Additional Terms and Conditions shall survive termination. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, and shall be effective when received as follows:

As to Company:	As to Client:
Accountable Healthcare Staffing, Inc.	Company:
999 Yamato Road, Suite 210	Address: 2700 Johnson Street
Boca Raton, FL 33431	Greenville, TX 75401
Attn: Legal Department	Attn:

Either party may designate a different person to whom termination notices should be sent at any time by notifying the other party in writing in accordance with this Agreement.

19. **Disclaimer and Limitation of Liability.** COMPANY EXPRESSLY DISCLAIMS LIABILITY FOR ANY CLAIM, LOSS, OR LIABILITY OF ANY KIND WHATSOEVER RESULTING FROM CLAIMS FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT FOR CLAIMS ARISING HEREUNDER IN EXCESS OF THE AMOUNT ACTUALLY PAID BY CLIENT TO COMPANY FOR THE SERVICES PROVIDED BY COMPANY HERUNDER.

20. **Miscellaneous.** Except as provided herein, no provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the parties. This Agreement (including the Additional Terms and Conditions attached hereto) contains the entire understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns. Client shall not transfer or assign this Agreement without the written consent of Company.


(signature page follows)

Signature Page to Staffing Agreement
* The COVID-19 Response Team for The Hunt County Health Department*

IN WITNESS WHEREOF, this Agreement has been duly executed by Company and Client on the dates set forth below.

CLIENT: HUNT COUNTY HEALTH DEPARTMENT

STAT MEDICAL MANAGEMENT



Authorized Signature

Authorized Signature

Print Name: Bobby W. Stovall

Print Name: _____

Title: Hunt County Judge

Title: _____

Date: April 9, 2020

Date: _____

ADDITIONAL TERMS AND CONDITIONS

Rates. Client agrees to review and adjust Bill Rates no more frequently than once every (12) months. Notwithstanding the foregoing, in order to facilitate recruitment and retention of HCPs, Company reserves the right to increase Bill Rates should market conditions dictate. In such event, Company will provide a 30-day notification to Client of any increases to Bill Rates. Initial Bill Rates are as follows:

DISCIPLINE	Hourly Rate
RN Non-Specialty	\$ 62.00
RN Specialty I	\$ 65.00
RN Specialty II	\$ 69.00
Other Professional	\$ 50.00

Bill Rates All-Inclusive: All rates stated in the Agreement are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for HCPs. Client acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("IRC") § 274(n) to the extent such limitation applies to any reimbursement for which it is responsible. Company will provide Client, as applicable with sufficient substantiation of any such reimbursement in accordance with IRC §274(d).

Weekend Bill Rates: Weekend Bill Rates begin at the commencement of 3pm and 7pm Shifts on Friday, and end at 7am on Monday.

Overtime: Workweek begins with the Sunday 7am shift and continues through the following Sunday at 6:59 am. All hours worked in excess of forty (40) hours in a workweek are billed out at 1.5 times the appropriate Bill Rate, except in California. In California, all hours worked in a single workday up to and including eight, to a maximum of 40 in the workweek are billed at the appropriate Bill Rate; hours worked after eight and through 12 in a workday, and the first eight hours on the 7th consecutive day of work in the workweek are billed out at 1.5 times the appropriate Hourly Bill Rate; and hours after 12 and through 24 in a workday, and hours nine through 24 on the 7th consecutive day of work in the workweek are billed out at 2 times the appropriate Bill Rate.

Holiday Rates: Holidays include New Year's Eve Day, New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day. Shifts falling on a Holiday will be billed at one and one half times the appropriate Hourly Bill Rate, beginning at 7:00 pm on the eve of any of the above listed Holidays, and ending at 11:59 pm on the day of the Holiday.

Orientation: Client shall provide and coordinate any necessary orientation for HCPs new to a Client facility and the unit(s) where they will be assigned. Client agrees to pay Company for all hours worked by HCPs during any orientation period.

Meal/Rest Breaks: It shall be Client's responsibility to schedule HCPs so that HCPs are afforded suitable opportunities to take required meal and rest breaks. Client shall permit HCPs to record the start and stop times of all work periods, including the start and stop times of rest periods. In the event any HCP believes that he or she is not receiving meal breaks and rest periods in accordance with applicable laws and reports such belief to Client, Client shall immediately notify Company in writing of such instances.

Non-Solicitation: The parties agree not to directly or indirectly solicit or induce for employment, or employ or engage as an independent contractor any employee of the other party during the term of this Agreement and for a period of twelve (12) months thereafter without the prior written consent of the other party, except if prohibited by applicable law. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for purposes of this section, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this section.

Travel/Mileage Fees: Client agrees to pay Company a travel or mileage fee for HCPs traveling to and from a Client facility, provided Client has given written approval prior to the applicable Shift.

PER DIEM STAFFING PROVISIONS.

- (a) **Cancellations/Turn Away Pay:** Client may change or cancel personnel requests for HCPs, without cost, if Company is provided notice at least two (2) hours prior to the start of the Shift. If Client fails to provide Company with a minimum of two (2) hours' notice of any Shift change or cancellation, Company may bill Client for two (2) hours. If a change in staffing requirements occurs in which an HCP's services are no longer required, Client agrees to pay for four (4) hours turn away pay for all cancellations occurring after HCP's arrival to the Client for a scheduled Shift. If the Client offers the HCP an option to work a minimum of four (4) hours of the Shift, and the HCP refuses, no charge will be billed to the Client
- (b) **Payroll Transfer.** Client agrees not to directly or indirectly cause or permit any HCP assigned to Client pursuant to this Agreement to transfer to another entity's payroll, or to perform services for Client while on the payroll of any person or firm other than Company during the term of this Agreement, until such time as the HCP has worked a minimum of 936 hours at Client through Company. In the event Client hires an HCP prior to such HCP having worked a minimum of 936 hours at Client through Company, Client shall pay to Company a conversion fee of 20% of such HCP's annual salary, except if prohibited by applicable law. In the event Client allows an HCP to transfer to another entity's payroll (other than Company or Client) prior to such HCP having worked a minimum of 936 hours at Client through Company, Client shall pay to Company a conversion fee of \$8,000.

CONTRACT STAFFING PROVISIONS. Client shall execute and deliver to Company a written confirmation memorializing the terms of each HCP on local or travel assignment ("Assignment Acceptance"). Unless specifically modified by an Assignment Acceptance, as defined below, the following terms and conditions are specific to each Assignment Acceptance:

- (a) Client guarantees that the assignment for each accepted HCP ("Contract HCP") will be for the term as stated in the Assignment Acceptance (the "Assignment Period"), unless the Contract HCP is terminated for Cause. "Cause" is defined as any violation of state or federal laws or regulations in the performance of the services; repeated insubordination or poor attendance; or misconduct which may have an adverse impact on Client's patients. Cause does not apply to situations such as low census or other non-performance reasons. In the event that a Contract HCP is terminated for Cause, Client shall allow Company to use its best efforts to secure a satisfactory replacement in a timely manner.
- (b) Client may cancel an Assignment Acceptance with no monetary obligation to Company upon three (3) days written notice of cancellation to Company prior to the Contract HCP's scheduled starting date. If less than three (3) days advance written notice is given to Company, Client will be charged an amount equal to the Guaranteed Minimum Work Hours for the cancelled Contract HCP multiplied by the agreed hourly billing rate. "Guaranteed Minimum Work Hours" shall be defined as eighty (80) hours per bi-weekly pay period unless stated otherwise in the Assignment Acceptance. After an assignment has commenced, if Client cancels such assignment without Cause, Client shall pay Company the Guaranteed Minimum Work Hours for the cancelled Contract HCP for duration of the Assignment Period. In the event that a Contract HCP is terminated for Cause, Client will only be responsible for payment based upon all hours actually worked by the Contract HCP. In the event of cancellation of an Assignment Acceptance at least three (3) days prior to the assignment scheduled starting date, all costs incurred by Company relating to the cancellation, including all non-recoverable costs, may be billed to Client.
- (c) Client agrees that any reduction of the Guaranteed Minimum Work Hours, can only occur with Company's written approval. Unless the Contract HCP is terminated for Cause, Client understands that each Contract HCP Assignment Acceptance contains Guaranteed Minimum Work Hours per bi-weekly pay period, regardless of whether the Contract HCP is actually utilized by Client for a full time period, and Client shall compensate Company based on the Guaranteed Minimum Work Hours, or more, if applicable.
- (d) Client agrees to provide an adequate orientation period for each Contract HCP at the commencement of the assignment, which will be considered part of the Guaranteed Minimum Work Hours. Client agrees to pay Company for all hours worked by Contract HCP during such orientation period.
- (e) Client agrees to accept for assignment an HCP about whom Company has provided information to Client, only through agreement with Company (either this Agreement or another substantially similar agreement between the parties), unless another source provided Client with such similar information about the Contract HCP before Company, or such information was in the possession of Client before Company provided such information to Client. Client's parent, subsidiary, successor, assign or partner, or any customer of Client, may not utilize the services of any Contract HCP whose information has been provided by Company to Client for

consideration to fill an assignment with Client, unless it is through written agreement with Company, or as further provided hereunder.

- (f) Client agrees not to engage, solicit, entice, or attempt to hire (other than by or through this Agreement) any Contract HCP until after the completion of the Assignment Period. In the event Client hires or contracts with, either directly or through a third party, any Contract HCP provided hereunder prior to twelve (12) months after the later to occur of the expiration or termination of such Contract HCP's last shift worked, Client agrees to pay Company a fee equal to thirty percent (30%) of the Contract HCP's annualized salary ("Conversion Fee"), except if prohibited by applicable law. Unless the Conversion Fee has been paid to Company, Client agrees that continued employment of the Contract HCP by Client on less than a full time basis, or any extension to such Contract HCP's assignment, regardless of duration, will be carried out by the Contract HCP under this Agreement, or another similar agreement with Company.
- (g) Client agrees to designate a member of its staff who will act as coordinator for the Contract HCP and orient the Contract HCP to all applicable operational and safety procedures, including its blood borne pathogen protective policies. Client also agrees to provide an adequate orientation period for the Contract HCP, which will be considered part of the Guaranteed Minimum Work Hours.
- (h) Client agrees to provide each Contract HCP, who consents in writing, to receive the Hepatitis B vaccination series, with the proper doses of the vaccine. Client agrees to invoice Company, at cost, for any costs associated with the administration of the vaccine. Client agrees, as soon as possible, to forward documentation of vaccination to Company.
- (i) Client agrees to reimburse Company for any Client-directed bonus payments to the Contract HCP, to include the amount of the bonus plus administrative costs, including but not limited to, FICA and Worker's Compensation charges.

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT

(attached)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (**Agreement**), entered into on the 9 day of April, 2020 to be effective on the Effective Date set forth herein, by and between the HUNT COUNTY HEALTH DEPARTMENT, an instrumentality of the State of Texas (**Covered Entity**), and STAT MEDICAL MANAGEMENT, a Texas sole proprietorship (**Business Associate**), for the purposes of complying with the privacy and security regulations issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (**HIPAA**) and the security provisions of the American Recovery and Reinvestment Act of 2009 (**ARRA**). Covered Entity and Business Associate are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, Covered Entity is a covered entity or a subcontractor of a covered entity as those terms are defined under HIPAA, ARRA, and the regulations promulgated thereunder and as such is required to comply with the requirements thereof regarding the confidentiality and privacy of Protected Health Information; and

WHEREAS, Business Associate has entered or will enter into an agreement with Covered Entity (**Service Agreement**) pursuant to which Business Associate will render services to, for, or on behalf of Covered Entity; and

WHEREAS, by providing the services according to the Service Agreement, Business Associate shall become a business associate of Covered Entity as such term is defined under HIPAA at 45 CFR §160.103; IT IS,

THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, AGREED AS FOLLOWS:

I

Confidentiality and HIPAA

1.01 Definitions For the purposes of this Agreement, the terms having capitalized initial letters shall have the meanings ascribed to them in Article V, below.

1.02 Compliance The Parties shall comply with all federal and state laws governing the confidentiality and privacy of health information including, without limitation of the generality of the foregoing, the Privacy Standards promulgated pursuant to HIPAA.

II

Obligations of the Parties

2.01 Obligations of Business Associate In addition to the compliance required by Section 1.02, above, Business Associate asserts and agrees to the following:

(a) Use and Disclosure of Protected Health Information Business Associate warrants that Business Associate, its agents, and its subcontractors: (i) shall use or disclose Protected Health Information only in connection with fulfilling its duties and obligations under this Agreement and the Service Agreement; (ii) shall not use or disclose Protected Health Information other than as permitted or required by the Service

Agreement and this Agreement, or as required by law; and (iii) shall not use or disclose Protected Health Information in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Covered Entity.

(1) Subject to the restrictions set forth in the previous paragraph and throughout this Agreement, Business Associate may use the information received from Covered Entity if necessary for (a) the proper management and administration of Business Associate; (b) to carry out the legal responsibilities of Business Associate, or (c) to comply with the obligations and responsibilities of Business Associate pursuant to the Service Agreement.

(2) Business Associate acknowledges that, as between Business Associate and Covered Entity, all Protected Health Information shall be and remain the sole property of Covered Entity, including any and all forms thereof developed by Business Associate in the course of its fulfillment of its obligations pursuant to this Agreement and the Service Agreement.

(3) Business Associate further represents that, to the extent Business Associate requests that Covered Entity disclose Protected Health Information to Business Associate, such request is only for the minimum necessary Protected Health Information for the accomplishment of Business Associate's purpose.

(4) Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate covenants that such safeguards shall include, without limitation of the generality of the foregoing:

(A) implementing written policies and procedures in compliance with HIPAA and ARRA;

(B) conducting a security risk assessment; and

(C) training Business Associate employees who will have access to Protected Health Information with respect to the policies and procedures required by HIPAA and ARRA.

(b) Availability of Books and Records Business Associate shall permit the Secretary and other regulatory and accreditation authorities to audit Business Associate's internal practices, books, and records at reasonable times as they pertain to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity in order to ensure that Covered Entity and Business Associate are in compliance with the requirements of the Privacy Rule.

(c) Access of Individuals to Information In order to allow Covered Entity to respond to a request by an Individual for an access pursuant to 45 CFR §164.524, Business

Associate, within seven business days of a written request by Covered Entity for access to Protected Health Information about an Individual contained in a Designated Record Set, shall make available to Covered Entity such Protected Health Information for so long as such information is maintained in the Designated Record Set. If Protected Health Information is stored offsite, Protected Health Information shall be made available to Covered Entity within twenty days of Business Associate's receipt of the written request from Covered Entity.

(1) In the event any Individual requests access to Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity within seven business days. Before forwarding any Protected Health Information to Covered Entity, Business Associate shall indicate in the Designated Record Set, any material it deems unavailable to the Individual pursuant to 45 CFR §164.524.

(2) Any denial of access to Protected Health Information determined by Covered Entity pursuant to 45 CFR §164.524, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals or complaints arising from denials.

(d) Amendment of Information In order to allow Covered Entity to respond to a request by an Individual for an amendment pursuant to 45 CFR §164.526, Business Associate shall, within seven business days of a written request by Covered Entity for amendment to Protected Health Information about an Individual contained in a Designated Record Set, make available to Covered Entity such Protected Health Information for so long as such information is maintained in the Designated Record Set.

(1) In the event any Individual requests amendment of Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity within seven business days. Before forwarding any Protected Health Information to Covered Entity, Business Associate shall indicate in the Designated Record Set, any material it deems unavailable to the Individual pursuant to 45 CFR §164.526.

(2) Any denial of amendment to Protected Health Information determined by Covered Entity pursuant to 45 CFR § 164.526, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals or complaints arising from denials.

(3) Within ten business days of receipt of a request from Covered Entity to amend an Individual's Protected Health Information in the Designated Record Set, Business Associate shall incorporate any approved amendments, statements of disagreement, or rebuttals into its Designated Record Set as required by 45 CFR §164.526.

(e) Accounting of Disclosures In order to allow Covered Entity to respond to a request by an Individual for an accounting pursuant to 45 CFR §164.528, Business Associate shall, within seven business days of a written request by Covered Entity for an accounting of disclosures of Protected Health Information about an Individual, make available to Covered Entity such Protected Health Information.

(1) Business Associate shall provide Covered Entity with the following information: (A) the date of the disclosure; (B) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (C) a brief description of the Protected Health Information disclosed; and (D) a brief statement of the purpose of such disclosure.

(2) In the event any Individual requests an accounting of disclosure of Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity within seven business days.

(3) Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Agreement.

(4) Business Associate shall support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 CFR §164.528.

(f) Survival The provisions of this Section 2.01 shall survive the termination of this Agreement.

2.02 Obligations of Covered Entity In addition to the compliance required by Section 1.02, above, Covered Entity asserts and agrees to the following:

(a) Use and Disclosure of Protected Health Information Covered Entity warrants that Covered Entity, its directors, officers, subcontractors, employees, affiliates, agents, and representatives; (1) shall comply with the Privacy Rule in its use or disclosure of Protected Health Information; (2) shall not use or disclose Protected Health Information in any manner that violates applicable federal and state laws; (3) shall not request Business Associate to use or disclose Protected Health Information in any manner that violates applicable federal and state laws if such use or disclosure were done by Covered Entity; and (4) may request Business Associate to disclose Protected Health Information directly to another party only for the purposes allowed by the Privacy Rule.

(b) Limitations to Privacy Practices Covered Entity shall notify Business Associate of any limitation in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(c) Changes in Permissions Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(d) Agreed Restrictions Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(e) Survival The provisions of this Section 2.02 shall survive the termination of this Agreement.

2.03 Disclosure to Third Parties Business Associate shall obtain and maintain an agreement with each subcontractor and agent that has or will have access to Protected Health Information which is received from, or created or received by, Business Associate on behalf of Covered Entity, pursuant to which agreement such subcontractor and agent agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate pursuant to this Agreement with respect to such Protected Health Information. Business Associate shall also:

(a) Assurances Obtain reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed, and

(b) Impose Obligation Obligate such person to notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.04 Safeguards Business Associate shall employ appropriate administrative, technical, and physical safeguards, consistent with the size and complexity of Business Associate's operations, to protect the confidentiality of Protected Health Information and to prevent the use or disclosure of Protected Health Information in any manner inconsistent with the terms of this Agreement.

2.05 Reporting of Breaches and Improper Disclosures In the event of a Breach (as hereinafter defined) of any Unsecured (as hereinafter defined) Protected Health Information that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall report such Breach to Covered Entity within ten days after discovering the Breach. Breach shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information. Unsecured shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified or authorized by the Secretary from time to time.

(a) Content of Notice Notice of a Breach shall include the identification of each individual whose Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach. At the request of Covered Entity, Business Associate shall identify: (1) the date of the Breach, if known, (2) the scope of the Breach, and (3) a description of Business Associate's response to the Breach and the identification of the party responsible for causing the Breach, if known.

(b) Improper Use In the event of any use or disclosure that does not constitute a Breach, but that is an unauthorized or improper use or disclosure of any Protected Health Information under this Agreement or applicable laws, Business Associate shall report to Covered Entity such unauthorized or improper use or disclosure as soon as practicable, but in no event later than seven business days of the date on which Business Associate becomes aware of such use or disclosure. In such event, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to Business Associate of such unauthorized or improper use disclosure.

III

Term and Termination

3.01 General Term and Termination This Agreement shall become effective on the Effective Date set forth in Section 6.06 below and shall terminate upon the termination or expiration of the Service Agreement and when all Protected Health Information provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with Section IV below, destroyed or returned to Covered Entity or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the terms of this Agreement.

3.02 Material Breach In the circumstance where either Party has knowledge of a material breach by the other Party:

(a) Cure is Possible If a cure of such material breach is possible, the non-breaching Party shall provide the breaching Party with an opportunity to cure. Where said breach is not cured within ten business days of the breaching Party's receipt of notice from the non-breaching Party of said breach, the non-breaching Party shall terminate this Agreement.

(b) Cure is Not Possible In the event that either Party has knowledge of a material breach of this Agreement by the other Party, and cure is not possible, the non-breaching Party shall terminate the portion of the Service Agreement that is affected by the breach.

IV

Return or Destruction of Protected Health Information Upon Termination

4.01 Return or Destruction Upon termination of this Agreement for any reason, Business Associate shall, if feasible, return or destroy all Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity that Business Associate or any of its subcontractors and agents still maintain in any form, and Business Associate shall retain no copies of such information.

4.02 Continued Protection If Business Associate determines that such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or

destruction of the Protected Health Information infeasible, in which case Business Associate's obligations under this Section shall survive the termination of this Agreement.

V

Definitions

5.01 Defined Terms For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

(a) Basic HIPAA Terms The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Business Associate shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Stat Medical Management

(c) CFR shall mean the Code of Federal Regulations, as the same is amended and updated from time-to-time.

(d) Designated Record Set or DRS shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR §164.501.

(e) HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Part 160 and Part 164.

(f) Information shall mean any "health information" as defined in 45 CFR §160.103.

(g) Individual shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR §§164.501 and 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(h) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(i) Protected Health Information shall have the meaning given to that term in 45 CFR §§164.501 and 160.103. For the purposes of this Agreement, it is only that Protected Health Information created or received by Business Associate from or on behalf of Covered Entity.

(j) Required by Law shall have the meaning given to that term in 45 CFR §§164.501 and 164.103.

(k) Secretary shall have the meaning definition set forth for that term in 45 CFR §160.103.

5.02 Other Terms Terms used in this Agreement that are not listed in the foregoing Section 3.01 shall have the meanings given to them in the context of this Agreement or, if no such meaning is stated in the context, then such terms shall have the meanings ascribed to them in normal business parlance.

VI
General

6.01 Amendment If any of the regulations promulgated under HIPAA or ARRA are amended or interpreted in a manner that renders this Agreement inconsistent therewith, the Parties shall amend this Agreement to the extent necessary to comply with such amendments or interpretations. This Agreement may not be otherwise modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties.

6.02 Notices All notices, requests, approvals, demands, and other communications required or permitted to be given under this Agreement shall be in writing and delivered either personally, or by certified mail with postage prepaid and return receipt requested, or by overnight courier to the party to be notified. All communications will be deemed given when received. The addresses of the parties shall be as follows; or as otherwise designated by any party through notice to the other party:

If to Covered Entity:

Hunt County
2507 Lee Street
Greenville, TX 75401
Attn: Hunt County Judge Bobby Stovall

If to Business Associate:

Stat Medical Management

Attn: _____

6.03 Regulatory References Any reference herein to a federal regulatory section within the Code of Federal Regulations or CFR shall be a reference to such section as it may be subsequently updated, amended, or modified.

6.04 Interpretation Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with HIPAA.

6.05 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Signature Page Follows

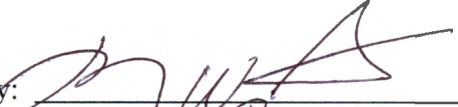
IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

Covered Entity:

Business Associate:

HUNT COUNTY HEALTH DEPARTMENT

STAT MEDICAL MANAGEMENT

By: 
Printed Name: Bobby W. Howell
Title: Hunt County Judge

By: _____
Printed Name: _____
Title: _____

Date: April 9, 2020

Date: _____