



**DeWight Dopslauf, C.P.M., CPPO**  
**Harris County Purchasing Agent**

October 01, 2021

Commissioners Court  
Harris County, Texas

**RE: Professional Services Exemption - Local Government Code § 262.024 (a)(4)**

Members of Commissioners Court:

Please approve an exemption from the competitive bid requirements and the attached Order(s) authorizing the County Judge to execute the attached Agreement(s) for the following:

**Description:** Hemodialysis Services for Certain Inmates for the Harris County Sheriff's Office  
**Vendor(s):** Quality Dialysis Two, LP  
**Term:** One (1) year initial term with four (4) one-year renewal options  
**Amount:** \$500,000  
**Reviewed By:** • Harris County Purchasing • Sheriff's Office

Purchase order(s) will be issued as required upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

MO  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA OCTOBER 12, 2021**



## **AGREEMENT BETWEEN HARRIS COUNTY AND QUALITY DIALYSIS TWO, L.P.**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas acting by and through the Harris County Sheriff's Office, and Quality Dialysis Two, L.P. ("Contractor"). County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

### ***Recitals***

The Sheriff desires to provide hemodialysis services for certain inmates in the Harris County Jail.

Contractor represents that it is qualified and capable of performing the Services called for in this Agreement and is willing to perform these Services.

### ***Terms***

#### **1) SCOPE OF SERVICES**

- A) Contractor shall furnish all supervision, labor, and materials necessary to provide the hemodialysis services (the "Services") including, but not limited to medications, dialysis equipment, supplies, laboratory studies, nephrologists, licensed nurses, and dialysis care technicians. The Services to be provided are more fully described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference.
- B) Contractor shall perform the Services at the Harris County Jail facilities located at 1307 Baker Street, Houston, Texas.
- C) All equipment and systems must be maintained in accordance with manufacturer's recommended maintenance and repair specifications, and applicable federal, state, municipal, or local government regulations, laws, standards and codes.

#### **2) CONTRACTOR'S COMPENSATION**

- A) Subject to the Limit of Appropriation and any required approvals from the Medical Administrator (as defined in Article 4) as set forth in this Agreement, the County agrees to pay the Contractor Three Hundred Forty and No/Dollars (\$340.00) per treatment.

- B) Payment is intended to compensate Contractor for all time and expenses, including but not limited to costs for personnel, equipment, medications, laboratory studies, and supplies.

### 3) **INDEPENDENT PARTIES**

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.
- E) **THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.**
- F) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and



the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.

- G) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the TEXAS LABOR CODE ANN., as amended.

#### **4) AUTHORIZATION AND SUPERVISION**

- A) The Sheriff Office's Medical Administrator of the Medical Services Division (the "Medical Administrator") will be the contact person for Contractor.
- B) Performance of Services under this Agreement shall not begin until Contractor obtains authorization to begin from the Medical Administrator and receives a duly signed and approved Purchase Order issued by the Harris County Purchasing Agent.
- C) Contractor represents that all personnel assigned to perform Services under this Agreement shall possess all special certifications, licenses, and accreditation required by law to perform these Services. Contractor shall maintain, in good standing, appropriate accreditation and licensing as required to perform these Services through the State of Texas or other applicable licensing entities, during the term of this Agreement.

#### **5) METHOD OF PAYMENT**

- A) On or about the last day of each calendar month during the term of this Agreement, the Consultant shall submit a sworn invoice to: Harris County, Attn: Accounts Payable, 1001 Preston 8<sup>th</sup> Floor, Houston, Texas 77002. The invoice shall be in a form acceptable to the County Auditor and, at a minimum, include such detail as may be requested by the County Auditor for verification purposes.
- B) The invoices shall, at a minimum, include a description of the Services, the name and classification of the person(s) performing the Service(s), the day(s) and the time(s) that each person performed the Services, and the total amount billed for the Services.

Invoices may be submitted by email to:



VENDORINVOICES@HCTX.NET

or to the following address:

Accounts Payable  
1001 Preston 8<sup>th</sup> Floor  
Houston, Texas 77002

- B) After receipt of an invoice, the County Auditor will forward it to the HCSO and Medical Administrator, which shall review each invoice and approve it with such modifications as may be deemed appropriate and return the invoice with any modifications to the County Auditor for payment. Subject at all times to the Limit of Appropriations and the County's right to withhold payment of any questionable charges, the County shall pay each such undisputed invoice, as approved by the County Auditor, in accordance with Texas law.
- C) Contractor agrees to keep its records within the boundaries of Harris County and available for inspection during regular business hours by County officials or employees. In the event the County receives a court order or other request from a duly authorized federal, state, or local governmental entity that requires the County to provide Contractor's records ("Governmental Request"), Contractor agrees to make its records available immediately to comply with a court order or Governmental Request.
- D) Further, Contractor agrees to maintain, for a period of six (6) years, detailed records identifying, where applicable, the Services and each individual performing the Services, the date or dates the Services were performed, the hourly rates, the total amount billed for each individual, and the total amount billed for all Services, and provide such other details as may be requested by the County's Auditor for verification purposes.
- E) The approval or payment of any statement shall not be considered to be evidence of performance by Contractor to the point indicated by such statement or of receipt or acceptance by the County of the Services covered by such statement.

**6) TERM**

The initial term of the Agreement shall begin upon execution by Commissioners Court and run for one (1) year unless terminated sooner in accordance with the Agreement. The County, in its sole discretion, may renew this Agreement for four (4) additional one-year terms based upon the same terms and conditions (each a "Renewal Term"). If the County decides to exercise this option, the County will notify Contractor in writing, within thirty (30) days of the expiration of the then current term.

## 7) COMPLIANCE

- A) Contractor agrees to perform the Services in accordance with generally applicable standards, and shall use that degree of care and skill required by the medical profession to comply with all applicable federal, state, and local laws, regulations, rules, and ordinances now in force or that may be enacted.
- B) Contractor shall obtain, at its own expense, all permits, certificates, and licenses as may be required in the performance of the Services.
- C) Contractor shall ensure that the nephrologists and the licensed nurses shall, at all times during the term of this Agreement, maintain any and all licenses, certifications, permits, accreditations, or rights necessary to perform the Services called for under this Agreement and to dispense any medication under Pharmacy D regulations, TEX. REV. CIV. STAT. ANN. art. 4542a.1, and other applicable laws.
- D) Contractor shall provide competent, full-time supervision of the Services at all times during the term of this Agreement.
- E) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes Contractor to release specific information to any third parties.
- F) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- G) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- H) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- I) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the



purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

- J) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- K) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- L) No Federal Exclusion: Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.
- M) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and



audits and provide County with such records, data, documents, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

- N) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," attached hereto as Exhibit B and incorporated herein by reference. Contractor warrants and represents that all the information on the form is complete and accurate
- O) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Contractor warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Contractor does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- P) Anti-Boycott. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2270.002, that unless Contractor meets an exemption under subsection (a), then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

## 8) **CONTRACTOR PERSONNEL**

- A) All personnel appointed or provided by Contractor are subject to review and approval by the Sheriff or his designee.
- B) If any personnel placed under this Agreement become undesirable, as determined by the County, the County will recommend in writing to Contractor that such person be removed, and Contractor will immediately remove such person from the Detention Facilities.
- C) Notwithstanding anything to the contrary, at the County's sole discretion, the County determines that any person placed by Contractor under this Agreement is a threat to the health, safety, or welfare of any person, including but not limited to County's personnel and clients, the County may immediately remove the person(s) without written notice.
- D) While working in the jail facilities at 1307 Baker Street, Contractor's personnel must comply with the security rules and regulations of the Sheriff's Office. Contractor's

personnel are subject to immediate dismissal for failure to comply with Sheriff Office security rules and regulations.

**9) INDEMNIFICATION**

**CONTRACTOR SHALL DEFEND, INDEMNIFY, AND SAVE WHOLE AND HARMLESS THE COUNTY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME, AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES, INCLUDING DEATH, RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH, ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, SUPPLIER OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL ALSO DEFEND AND INDEMNIFY THE COUNTY AGAINST CLAIMS BY ANY SUBCONTRACTOR, SUPPLIER, LABORER, MATERIALMAN, OR MECHANIC FOR PAYMENT FOR WORK OR MATERIALS PROVIDED ON BEHALF OF CONTRACTOR IN THE PERFORMANCE OF THE SERVICES HEREUNDER; AND ALL SUCH CLAIMANTS SHALL LOOK SOLELY TO CONTRACTOR AND NOT TO THE COUNTY FOR SATISFACTION OF ANY AND ALL SUCH CLAIMS.**

**10) SUCCESSORS AND ASSIGNS**

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.
- B) Contractor shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the County, which shall not be unreasonably withheld. As a condition of such consent, Contractor shall remain liable for completion of the Services in the event of default by the successor contractor or assignee.

**11) INSURANCE REQUIREMENTS**

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.
  - i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.



- ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
- iii) The County reserves the right to require additional insurance as it deems it necessary.

B) Contractor shall maintain at a minimum:

- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

The County shall be named as an “additional insured” on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

- ii) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
- iii) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an “additional insured” on the automobile policy.
- v) Proof of insurance with proof of waiver of subrogation and County designated as an “additional insured” must be returned attached to the signed Agreement as Exhibit C, which is attached hereto and incorporated herein by reference.



## 12) **LIMIT OF APPROPRIATION**

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Five Hundred Thousand and No/Dollars (\$500,000.00) specifically allocated to fully discharge any and all liabilities of the County under this Agreement. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to said sum. When all the funds so certified under this Agreement are expended, unless additional funds are certified available as evidenced by a written amendment or an amendment to the Purchase Order, Contractor's sole and exclusive remedy shall be to terminate the Services under this Agreement.

Contractor understands that no funds have been appropriated or certified for any renewal or extension of the Agreement. Therefore, any future Renewal Term is subject to the future allocation and certification of funds. Failure by the County to certify future funds for any reason shall not be considered a breach of this Agreement, and the sole and exclusive remedy of Contractor for the County's failure to certify future funds shall be to terminate the Services under this Agreement.

## 13) **TERMINATION**

A) Either Party may terminate this Agreement at any time, either with or without cause, by giving the other Party at least thirty (30) days prior written notice. As soon as practicable after termination, Contractor shall submit, in accordance with Article 5, its statement showing in detail the Services performed up to and including the date of termination.

B) County may terminate this Agreement immediately if, in its sole discretion, the County determines that Contractor's actions pose a threat to the health, safety, or welfare of any person, including but not limited to County's personnel and clients.

C) *FORCE MAJEURE*

In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (referred to as a "*Force Majeure* Event"), the Party who has been so

affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

- D) As soon as practicable after termination but in any event no longer than thirty (30) calendar days, Contractor shall submit, in accordance with Article 5 (Method of Payment), its statement showing in detail the Services performed under this Agreement up to and including the date of termination. Copies of all completed or partially completed information, documentation and/or reports developed under this agreement shall be delivered to the County when this Agreement is terminated or completed.

#### 14) NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: Quality Dialysis Two, LP  
~~4007 Greenbriar, Suite E~~ 13311 Pike Road  
Stafford, TX 77477  
Attn: Ms. Cynthia Barclay

To the County: Harris County Sheriff's Office  
1200 Baker Street  
Houston, TX 77002  
Attn: Roel Garcia

Copy to: Harris County Purchasing Agent  
1001 Preston, Suite 670  
Houston, Texas 77002  
Attn: Farrah Simon



- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

**15) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”)**

The purpose of this Article is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the “Privacy and Security Requirements”).

A) Definitions.

- i) Confidential Information is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
- ii) Protected Health Information (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Contractor from or on behalf of the County.
- iii) Electronic Protected Health Information (“EPHI”) shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
- iv) Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B) General.

- i) Contractor agrees to hold all PHI and EPHI confidential except to the extent



that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.

- ii) Contractor agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Contractor's own expense.
  - iii) Contractor agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Contractor's services to the County. Compliance with this paragraph is at Contractor's own expense.
  - iv) The terms used in this Article shall have the same meaning as those terms in the Privacy and Security Requirements.
- C) Representation. Contractor represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D) Business Associate. Contractor is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.
- i) Nondisclosure of PHI. Contractor agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to the Agreement other than as permitted or required by this Article, or as otherwise required by law.
  - ii) Limitation on Further Use or Disclosure. Contractor agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either Contractor or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
  - iii) Safeguarding PHI. Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Article or as required by State or Federal law, regulation, or rule.
  - iv) Safeguarding EPHI. Contractor agrees to implement and use

administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards shall include the following:

- a) Encryption of EPHI that Contractor stores and transmits;
  - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
  - c) Use of updated antivirus software;
  - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
  - e) Conduct of periodic security training.
- v) Reporting Security Incidents. Contractor agrees to report to the County any Security Incident immediately upon becoming aware of such. Contractor further agrees to provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:
- a) a brief description of what happened, including the dates the Security Incident occurred and was discovered;
  - b) a reproduction of the PHI or EPHI involved in the Security Incident; and
  - c) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

If Contractor determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the Contractor agrees to notify the County in writing of the conditions that make reproduction infeasible and any information the Contractor has regarding the PHI or EPHI involved.

Contractor agrees to cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

Contractor agrees that the County will review all Security Incidents reported by Contractor and the County, in its sole discretion, will take the following steps in response, to the extent necessary or required by law, including, but not limited to:

- a) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident;



- b) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals; and
- c) providing notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

Contractor agrees to reimburse the County for all expenses incurred as a result of Contractor's Security Incidents, including, but not limited to, expenses related to the activities described above. Contractor agrees that the County will select the vendors and negotiate the contracts related to expenses.

- vi) EPHI and Subcontractors. Contractor shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Contractor agrees to give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
- vii) Subcontractors and Agents. Contractor shall require any subcontractor or agent to whom Contractor provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to this Agreement, to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and EPHI.
- viii) Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.
- ix) Mitigation. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or EPHI by Contractor, or by a subcontractor or agent of Contractor, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. Contractor also agrees to inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- x) Notice – Access by Individual. Contractor agrees to notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request,



direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Contractor agrees to make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.

- xi) Notice – Request for Amendment. Contractor agrees to notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Contractor agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
- xii) Notice – Request for Accounting. Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Contractor agrees to notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Contractor agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
- xiii) HHS Inspection. Upon written request, Contractor agrees to make available to HHS or its designee, Contractor's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County, in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.
- xiv) County Inspection. Upon written request, Contractor agrees to make available to the County and its duly authorized representatives during normal business hours Contractor's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Contractor agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Contractor agrees to allow similar access to books, records, and documents related to contracts between Contractor and

organizations related to or subcontracted by Contractor to whom Contractor provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.

- xv) PHI or EPHI Amendment. Contractor agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this Agreement when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
- xvi) Documentation of Disclosures. Contractor agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
- xvii) Termination Procedures. Upon termination of this Agreement for any reason, Contractor agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by Contractor pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when Contractor maintains PHI or EPHI from the County in any form. If Contractor determines that transferring or destroying the PHI or EPHI is infeasible, Contractor agrees:
  - a) to notify the County of the conditions that make transfer or destruction infeasible;
  - b) to extend the protections of this Article to such PHI or EPHI; and
  - c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.
- xviii) Notice-Termination. Upon written notice to Contractor, the County may terminate any portion of the Agreement under which Contractor maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Contractor, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Contractor has repeatedly violated a Privacy or Security Requirement.

E) Survival of Privacy Provisions. Contractor's obligations with regard to PHI and



EPHI shall survive termination of this Agreement.

- F) Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the County to comply with the Privacy and Security Requirements.
- G) **Indemnification. Contractor agrees to indemnify and hold harmless, to the extent allowed by law, the County and its Commissioners' Court, officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:**
  - i) **a breach of this Agreement relating to the Privacy and Security Requirements by Contractor; or**
  - ii) **any negligent or wrongful acts or omissions of Contractor or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**
- H) This Article survives the termination of the Agreement and expires six (6) years after its termination.
- I) Access to Books and Records. Contractor agrees to keep a separate record of all funds received and disbursed under this Agreement and to provide County or its designee all information, records, papers, reports, and other documents regarding any aspect of the services furnished as requested by County or its designee, and shall make records, books, documents, and papers of Contractor that relate in any way to the Services provided available for inspection, audit, examination, and copying by the County or the County's representative. Contractor agrees to allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), the County Auditor, and their duly authorized representatives' access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by Contractor. Contractor agrees to allow such access until the expiration of six (6) years after the Services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Services ("CMS") and 42 C.F.R. § 420.302, as amended. Contractor agrees to allow similar access to books, records, and documents related to contracts between Contractor and organizations

related to or subcontracted by Contractor, as defined by the regulations of CMS. No records shall be destroyed that are required to be kept by federal, state, or county statute, law, rule, ordinance, or order, or by application of conditions of Medicaid or Medicare provider agreements, or by other applicable agreements, including grant applications and requirements entered into between the County or state and a third-party payer. Contractor shall keep all PHI, as defined herein, and records relating to disclosure of PHI for six (6) years after the last date of service or, at County's option, shall transfer such records to County upon termination of this Agreement.

**16) APPLICABLE LAW AND VENUE**

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement or the use of the System.
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- E) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- F) Neither the execution of this Agreement nor any other conduct of either Party relating to the Agreement shall be considered a waiver by County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- G) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- H) Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a Party hereto.

**17) PUBLIC INFORMATION ACT**

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public



Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor agrees that to the extent, if any, that any provision of this Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.

- B) It is expressly understood and agreed that the 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 Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
- C) In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. §552.137 *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.


**18) ENTIRE AGREEMENT**

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

**19) EXECUTION**

Execution, Multiple Counterparts: This Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Amendment.

QUALITY DIALYSIS TWO, L.P.

By:   
Name: Cynthia Barclay  
Title: CEO  
Date: 09/20/2021

HARRIS COUNTY

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: Cherelle Sims  
Cherelle Sims  
Assistant County Attorney  
C.A. File 21GEN2074



EXHIBIT A

Contractor's Scope of Services

(follows behind)

**QUALITY DIALYSIS TWO, LP**  
Harris County Sheriff's Office Dialysis Services

**1.0 INTRODUCTION**

Quality Dialysis Two, LP an (ESRD) facility is seeking a long-term relationship with Harris County Sheriff's Office for the proposed End Stage Renal Disease (ESRD) clientele. Contractor is qualified to perform the daily management and operations of the Harris County Sheriff's Office outpatient dialysis needs at 1307 Baker Street location. We are a Medicare/Medicaid Certified facility, and maintain strict compliance with State and Federal guidelines for standards of care.

**SPECIAL INSTRUCTIONS**

The term "Contractor" shall refer to Quality Dialysis Two, LP.  
The term "HCSO" shall refer to Harris County Sheriff's Office.

**2.0 DIALYSIS ORDERING AUTHORITY AND PROCEDURE**

2.1 Contractor shall provide dialysis services for adult patients in a designated area at the Harris County Sheriff's Office under the direct supervision of a Board Certified Nephrologist.

2.1.1 Contractual services performed on any HCSO patient shall be initiated only after the following actions have taken place:

2.1.1.1 All necessary consent forms are signed by the patient and placed into the patient's medical records.

2.1.1.2 Notification for dialysis service will be communicated to Contractor by HCSO designated staff.

2.1.1.3 A written order for dialysis treatment is entered into the patient's medical records under the direction of the attending Nephrologist.

2.1.1.4 In an emergency, HCSO will transfer the patient to an acute medical facility/hospital as instructed by the facility's Medical Director or attending physician.

2.1.1.5 The Nephrologist contracted through the agreement entered into by Contractor and HCSO will serve as the attending physician of the Dialysis program.

**3.0 HOURS AND LOCATION OF SERVICE**

3.1 A Licensed Nurse will be on-call and provide dialysis supervision on a twenty-four (24) hours, seven (7) days a week basis. Contact information by which the on call nurse may be reached will be provided to the Sheriff's Office. A Registered nurse will perform on site supervision at a minimum



of once a week.

- 3.1.1 A Licensed Nurse shall be on-site and able to begin dialysis service from the hours of  
7:00 AM - 6:00 PM Monday – Friday.  
Saturday as needed per dialysis scheduling.
  - 3.1.2 HCSO may require a two (2) hour response time to arrive at facility on all dialysis procedures designated as non-emergent at the time the order is placed.
  - 3.1.3 Upon award of a contractual agreement between Contractor and HCSO, but prior to beginning services, Contractor will provide a list of dialysis personnel that will be providing dialysis services at the facility located at 1307 Baker Street. HCSO has the right to refuse Contractor personnel access for any reason prior to start of service or during the term of the agreement.
- 3.2 Unless otherwise stated in writing by HCSO, all hemodialysis shall be provided in the designated medical area within the 1307 Baker facility. The Medical Administrator at HCSO must approve alternate sites.

#### **4.0 EQUIPMENT AND PROCEDURES**

- 4.1 The HCSO must approve any equipment, supplies, and/or procedures to be utilized in performing hemodialysis procedures in advance. All items provided shall be fully functional "state of the art" used equipment. Contractor will use single pass hemodialysis techniques. Appropriate dress (scrubs) will be required at all times for personnel performing hemodialysis procedures at HCSO. Contractor is solely responsible for any and all maintenance and upkeep on any equipment used in performing hemodialysis procedures.
  - 4.1.1 HCSO in conjunction with Contractor Biomedical department must inspect all equipment prior to use within the facility and affix sticker per policy and procedures of HCSO & Contractor.
- 4.2 Contractor shall immediately, upon discovery of a product recall, advise the HCSO Medical Administrator and the head of the facility's medical division of any or all required replacement/modifications to equipment or component, part thereof, or withdrawal of product by reason of safety hazard or recall regardless of the nature of it. Any verbal notification must be confirmed in writing within twenty-four (24) hours of such verbal notification.
- 4.3 Contractor is responsible for supplying the following items needed for hemodialysis procedures at HCSO. Contractor's Distribution Manager will coordinate deliveries and supplies as specified by Harris County Sheriff's Office.

##### **Contractor List of supplies and/or services—Product Description**

0.9% sodium chloride	Gauze 4x4
Acid Concentrate	Gauze 2x2

Liquid Bicarbonate  
A-V Ready set  
Dialyzers  
Fistula Needles  
Syringes  
Needles  
Tape  
Alcohol prep  
Band-Aid  
Dsg. Change Kit  
Underpads  
Leur lock Caps  
Gloves

Hydrogen Peroxide  
Face Shield  
Gowns  
Iodine Prep Pad  
ExSept solution  
Blood Leak test strips  
PH Test Strips  
Chlorine/Chloramines Strips  
Chemstrip BG for Acc-c  
Cond Calibrator Solution  
Bleach  
Vinegar  
Medications: Heparin and dialysis  
related medications only

**Supplies not listed above ARE the responsibility of Harris County Sheriff's Office.**  
**Example**

Security  
dialysis prescribed medications  
Storage for dialysis supplies  
Emergency equipment  
Access to the facility's medical personnel  
Blood and blood products

4.4 Contractor hemodialysis machines and associated items shall be stored in a suitable secured service location as designated by HCSO. A check in/check out system or count of supplies used for the procedure shall be implemented with HCSO and Contractor personnel. The equipment will be state-of-the-art with the following minimum capabilities:

- Control Ultrafiltration
- Programmable Dialysate Sodium Delivery
- Contractor's Biomedical Director and Distribution Manager will address security issues as per HCSO and review as needed.

4.5 DIALYZERS:

- Dialyzers will be biocompatible of sufficient Ultrafiltration coefficient (for example, polysulfone).
- Range of dialyzers available will be sufficient to accomplish desired dialysis prescription (for example, F5/F8/F70NR/F80).

4.6 DIALYSATE FOR HEMODIALYSIS:

Standard bicarbonate dialysate as well as:

- Low K
- Low Ca
- Low HCO<sub>3</sub>



## **5.0 Contractor PERSONNEL**

- 5.1 Only licensed nurses with a minimum of (2) years clinical dialysis experience within a 12-month period shall provide dialysis services, within the term of this contract.
- 5.2 Only Patient Care Technicians, (PCT's) with a minimum of (2) years's clinical dialysis experience within a 12-month period, shall assist the supervising nurse with dialysis services, within the term of this contract.
- 5.3 Contractor will assure that a licensed nurse is present at all times to perform all dialysis procedures. Contractor shall provide the following documentation on all of Contractor's employees directly engaged in the performance of this contract:
  - 5.3.1 Name, address, current licensure and credentials as required by State and Federal guidelines.
  - 5.3.2 Contractor's personnel performing dialysis at HCSO will undergo a criminal history check and be approved by the HCSO for clearance prior to providing dialysis services at the facility located at 1307 Baker Street.
  - 5.3.3 Proof of professional liability insurance coverage.
  - 5.3.4 Contractor will provide evidence of dialysis personnel vaccination for HbsAg status or written evidence of personnel's refusal to accept vaccination.
  - 5.3.5 Contractor's personnel performing dialysis at HCSO will attend any training/orientation program deemed necessary by the HCSO prior to providing dialysis services. Training/orientation dates shall be mutually arranged between HCSO and Contractor.
- 5.4 Contractor will assure that a Nephrologist shall provide initial evaluation of all new patients, ongoing supervision, and follow up evaluation of all dialysis patients covered by the agreement.
- 5.5 Contractor will provide, annually per HCSO request, a current skill evaluation performed on each employee involved in performing dialysis services for the duration of this Contract.
- 5.6 HCSO medical staff will be assigned to provide all direct patient care except that care provided by Contractor's dialysis personnel. Contractor shall make all of its employees aware of this separation of responsibilities and instruct them to refer to HCSO medical personnel for all non-hemodialysis issues.

## **6.0 QUALITY ASSURANCE**

- 6.1 Contractor will provide HCSO medical management proof of compliance with CMS standards for dialysis services and participate in any quality assurance programs as requested by HCSO. These include but are not limited to:

- 6.1.1 Cultures (water and dialysate).
- 6.1.2 Water Analysis.
- 6.1.3 Equipment Maintenance logs.
- 6.2 Contractor will provide test samples of water cultures monthly, dialysate cultures quarterly and bi-annually water analysis. Samples must meet AAMI standards, "American National Standard for Hemodialysis Systems" as published by The Association for the Advancement of Medical Instrumentation.
- 6.3 Contractor will test all new admissions for HbsAg prior to initiation of dialysis treatment. Sample will be sent to Contractor's contracted laboratory for results. Performance of a procedure is not incumbent upon the results of a patient's test for HbsAg. Contractor will perform the test with the cost of the test being borne by Quality. Equipment used on patients who test positive must undergo a "bleach out" procedure prior to usage on another patient. Isolation rooms for certain infectious diseases will be provided by HCSO as recommended by the CDC, for example - TB. A list of all infections requiring isolation as mandated by the CDC will be provided to HCSO for review. Isolation rooms will be required in compliance with CDC recommendations.
- 6.4 In the event that modifications of dialysate premix specifications are necessary the nephrologist must order the desired electrolyte concentrations.
- 6.5 Contractor warrants that the equipment maintained for the administering of dialysis treatments meets all operational parameters as specified by the manufacturer and is operated in a professional manner by qualified personnel in strict accordance with good industry practices and all requirements governing the administering of dialysis treatment.
- 6.6 HCSO in conjunction with Contractor shall comply with all requirements as mandated by OSHA regarding blood, body fluids and specified sanitary conditions for dialysis within the facility's designated area for dialysis.
- 6.7 All employees of Contractor shall be trained sufficiently to meet all requirements governing the administering of dialysis services. Contractor will at all times maintain the number of trained staff sufficient to service the time requirements of this contract.
- 6.8 Contractor shall be financially responsible for all repairs of the dialysis equipment and must meet the most current revision of the requirements of the "American National Standard for Hemodialysis Systems" as published by The Association for the Advancement of Medical Instrumentation.

## **7.0 DOCUMENTATION, REPORTS AND SAMPLES**

- 7.1 Contractor shall provide the following documentation at contract commencement and annually, within thirty-30 calendar days of the contract anniversary date.
  - 7.1.1 In-Service and Training Program (including, Infection and Safety)
  - 7.1.2 Operational Controls or Policies and Procedures



- 7.1.3 Infection Control and Hepatitis Protection Policies
- 7.1.4 Quality Improvement Program in compliance with HCSO policies & procedures.
- 7.2 Regarding Contractor employees; Contractor shall provide the following documentation at contract commencement and annually, within thirty-30 calendar days of the contract anniversary date:
  - 7.2.1 Proof of professional Licensure and resumes
  - 7.2.2 Proof of insurance coverage including medical malpractice
  - 7.2.3 Proof of HbsAg vaccination or negative antibodies if vaccination was refused.
  - 7.2.4 Skills Evaluation
  - 7.2.5 Quality assurance reports
- 7.3 Prior to beginning service, Contractor shall provide policies and procedures to HCSO for approval and compliance with HCSO existing policies and procedures and NCCHC/ACA.
- 7.4 Contractor will provide monthly utilization reports and census related to the contracted service:
  - 7.4.1 Patient information
  - 7.4.2 Procedure type
  - 7.4.3 Date and duration of treatment.
- 7.5 Contractor will provide other reports and documentation as mutually agreed to between Contractor and HCSO. For example, a copy of the patient's dialysis treatment sheet will be completed by the dialysis nurse and placed in the patient's medical record at the facility.
- 7.6 Contractor will be able to review all referenced HCSO dialysis policies and procedures relating to medical protocols at the facility upon request.
- 7.7 Contractor will be responsible for obtaining/maintaining State licensure of the facility as necessary

## 8.0 MISCELLANEOUS

- 8.1 Contractor shall make entries into the patient's medical chart only on the dialysis flow sheet and the progress notes, and physician order sheet (Nephrologist).
- 8.2 Contractor will notify HCSO Medical Administrator and the Medical Director of any policy revision that may impact the performance of dialysis services at HCSO. Notification should be communicated immediately with written documentation within 24 hours.
- 8.3 If Contractor fails to follow any of the procedures outlined in this Narrative of Proposed Program HCSO must notify Contractor in writing of the alleged infraction.
- 8.4 Contractor shall provide general in-service/training to HCSO medical personnel as requested.
  - 8.4.1 Contractor shall provide in-service training to HCSO personnel about the following

dialysis procedures, hemodialysis and peritoneal, on a periodic basis, in response to the educational needs of the facility.



EXHIBIT B

Form 1295

(follows behind)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

QUALITY DIALYSIS TWO, LP  
STAFFORD, TX United States

Certificate Number:  
2021-804054

Date Filed:  
09/20/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HARRIS COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

HC111380  
DIALYSIS TO HARRIS COUNTY PRISONERS.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.




### 6 UNSWORN DECLARATION

My name is Cynthia Barclay, and my date of birth is 12/25/1955.

My address is 4207 Roth Drive, Missouri City, TX, 77459, Fort Bend  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fort Bend County, State of TX, on the 21st day of September, 2021.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

QUALITY DIALYSIS TWO, LP  
STAFFORD, TX United States

**Certificate Number:**  
2021-804054

**Date Filed:**  
09/20/2021

**Date Acknowledged:**  
09/21/2021

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

HARRIS COUNTY

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

HC111380  
DIALYSIS TO HARRIS COUNTY PRISONERS.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

## EXHIBIT C

### Certificate of Acord

(follows behind)





CLAYB-1

OP ID: BW

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wellmann Insurance Agency, Inc 103 E Academy Street Brenham, TX 77833 Mark Dalton	281-242-2333	CONTACT NAME: Blake Wellmann	
		PHONE (A/C, No, Ext): 281-242-2333	FAX (A/C, No): 281-242-2333
		E-MAIL ADDRESS: bwellmann@wellmanninsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Mercury County Mutual Ins Co	
		INSURER B: Lloyds of London	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED  
Claybar Enterprises LP., Quality Dialysis One, LLC  
Quality Dialysis Two  
13311 Pike Road  
Stafford, TX 77477

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MEO1733414.20	04/28/2021	04/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA42000008790	03/15/2021	03/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab Claims Made			MEO1733414.20	04/28/2021	04/28/2022	Ea Claim Agg limit 1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Holder is listed as additional insured given a written contract.

## CERTIFICATE HOLDER

## CANCELLATION

HARRIS2  Harris County Purchasing Agent 1001 Preston Ave Suite 670 Houston, TX 77002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ORDER OF COMMISSIONERS COURT  
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2021 with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN  
HARRIS COUNTY AND QUALITY DIALYSIS TWO, L.P.**

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED** that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the Agreement with Quality Dialysis Two, L.P.; for hemodialysis services for certain inmates in the Harris County Jail; for an amount not to exceed Five Hundred Thousand and No/Dollars (\$500,000.00); beginning upon approval by Commissioners Court and running for twelve (12) months; with the possibility of four (4) consecutive one-year Renewal Terms under the same terms and conditions specified in the Agreement; said Agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.