

STATE OF TEXAS §
COUNTY OF FORT BEND §

**AGREEMENT FOR TB PHYSICIAN PROFESSIONAL SERVICES
FY 2025**

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as "County") and Thomas A. Kaspar, M.D. (hereinafter referred to as "Physician").

WITNESSETH

WHEREAS, County desires that Physician provide professional medical services related to the diagnosis and treatment of tuberculosis patients (hereinafter "Services"); and

WHEREAS this Agreement is authorized pursuant to Section 81.005 of the TEXAS HEALTH AND SAFETY CODE; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, Physician represents that he or she is qualified and desires to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

- 1.01 Physician hereby enters into an Agreement with County to provide Professional Services as described in the Scope of Services, attached here as Exhibit "A."
- 1.02 License. Throughout the term of this Agreement, Physician must maintain an unrestricted license to practice medicine in the State of Texas, duly registered in Fort Bend County. Physician must also maintain state and federal licenses to prescribe all classes of controlled drugs except Schedule I drugs.
- 1.03 HHS Telework Policy. In the event Physician performs any Services as described in the Scope of Services at Physician's home or other non-County facility, Physician agrees to comply with the terms and conditions of the County's HHS Telework Policy, a copy of which is attached as Exhibit "B" and incorporated fully by reference.

Section 2. Compensation and Payment

- 2.01 Physician shall be paid five thousand and no/100 dollars (\$5,000.00) per month, for a Total Maximum Compensation of sixty thousand and no/100 dollars (\$60,000.00) for the Term of Performance. This monthly amount shall not exceed five thousand and no/100 dollars (\$5,000.00) per month. Physician is deemed an independent contractor and is not entitled to overtime or other benefits as described in Section 11. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- 2.02 All performance of Services by Physician including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- 2.03 County will pay Physician based on the following procedures: Beginning on October 1, 2024, Physician shall submit to County two (2) original copies of invoices showing the monthly amounts due for services performed in a form acceptable to County. Physician may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 3. Limit of Appropriation

- 3.01 Physician clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of sixty thousand and no/100 dollars (\$60,000.00) specifically allocated to fully discharge any and all liabilities County may incur.
- 3.02 Physician does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Physician may become entitled to and the total maximum sum that County may become liable to pay to Physician shall not under any conditions, circumstances, or interpretations thereof exceed sixty thousand and no/100 dollars (\$60,000.00).

Section 4. Term

- 4.01 The time for performance of the Scope of Services by Contractor shall begin on October 1, 2024 and end on September 30, 2025.
- 4.02 Physician shall devote such of his time as is reasonably needed to fulfill the responsibilities and duties of the Professional Services under the terms of this Agreement. It is understood that Physician may continue to engage in private medical practice when not performing duties under this Agreement.

Section 5. Modifications and Waivers

- 5.01 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- 5.02 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- 5.03 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 6. Termination

- 6.01 Termination for Convenience
 - 6.01.1 County may terminate this Agreement at any time upon thirty (30) days written notice.
- 6.02 Termination for Default
 - 6.02.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - 6.02.1.1 If Physician fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing.
 - 6.02.1.2 If Physician materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or fails to cure such breach to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 6.02.2 If, after termination, it is determined for any reason whatsoever that Physician was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.01 above.
- 6.03 Upon termination of this Agreement, County shall compensate Physician in accordance with Section 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Physician's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 2 above.

- 6.04 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Physician.

Section 7. Inspection of Books and Records

To the extent allowed by law, Physician will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Physician for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 8. Insurance

Throughout the term of this Agreement, County shall obtain and maintain for Physician, at County's sole cost and expense, a policy of professional liability insurance or medical malpractice insurance. Such policy shall remain in force at all times during the term of this Agreement and shall provide coverage to Physician for Professional Services provided under this Agreement. Any policy provided under this Agreement shall not be applicable for services provided beyond the scope of this Agreement.

Section 9. Indemnity

PHYSICIAN SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF PHYSICIAN, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF PHYSICIAN OR ANY OF PHYSICIAN'S AGENTS, SERVANTS OR EMPLOYEES.

Section 10. Confidential and Proprietary Information

10.01 Physician acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Physician or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Physician shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Physician) publicly known or is contained in a publicly available document; (b) is rightfully in Physician's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Physician who can be shown to have had no access to the Confidential Information.

- 10.02 Physician agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Physician uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Physician shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Physician shall advise County immediately in the event Physician learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Physician will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Physician against any such person. Physician agrees that, except as directed by County, Physician will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Physician will promptly turn over to County all documents, papers, and other matter in Physician's possession which embody Confidential Information.
- 10.03 Physician acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Physician acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- 10.04 Physician in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- 10.05 Physician expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 11. Independent Contractor

It is agreed by the parties that all times and for all purposes, in the performance of work or services hereunder, Physician shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Physician or, where permitted, of its subcontractors. Physician and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 12. Notices

12.01 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

12.02 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Letosha Gale-Lowe, MD
Director and Local Health Authority
Fort Bend County Health & Human Services
4520 Reading Road
Rosenberg, TX 77471

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Physician: Thomas A. Kaspar, M.D.
8709 FM 532W
Gonzales, TX 78629

12.03 A Notice is effective only if the party giving or making the Notice has complied with subsections 12.01 and 12.02 above and if the addressee has received the Notice. A Notice is deemed received as follows:

12.03.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

12.03.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 13. Compliance with Laws

Physician shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Physician shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 14. Performance Representation

Physician represents to County that Physician has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Physician will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards. Physician represents to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the Agreement.

Section 15. Assignment

15.01 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

15.02 Neither party may delegate any performance under this Agreement.

15.03 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 16. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 17. Successors and Assigns

County and Physician 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 the other party, in respect to all covenants of this Agreement.

Section 18. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 19. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 20. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Physician release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 21. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 22. Certain State Law Requirements for Contracts

The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Physician hereby verifies that Physician and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Physician does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Physician does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Physician does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

Section 23. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 24. Entire Agreement

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

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{Execution Page to Follow}

IN WITNESS WHEREOF, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

PHYSICIAN

KP George, Fort Bend County Judge



Thomas A. Kaspar, M.D.

Date


11-13-2024

Date

ATTEST:

Laura Richard, County Clerk

Reviewed by:



Letosha Gale-Lowe, M.D.
Director, Health and Human Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 60,000 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

Exhibit A – Scope of Services
Exhibit B – HHS Telework Policy

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EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A

SCOPE OF WORK

- 1.01 Contractor hereby enters into an Agreement with County to provide Professional Services as described below.
- 1.02 Physician's duties under this Agreement shall include:
 - (A) Diagnosis and treatment of tuberculosis (TB) patients;
 - (B) Oversight of patient treatment by nurses/nurse practitioner, as well as consultation with clinic nurse, community physicians and Texas Center for Infectious Diseases (TCID) physicians regarding TB patients, as needed;
 - (C) Examination of and recommendations for patients with Latent TB Infection;
 - (D) Quality Assurance/Quality Improvement activities during regular clinic hours as available, to include medical record reviews and clinical cohort reviews;
 - (E) As needed, collaborate with County Attorney's Office to prepare documentation and provide testimony for Court- Ordered isolation to TCID;
 - (F) As needed, confer with state and federal public health authorities on travel restriction for persons with active TB disease.
- 1.03 Physician's regularly scheduled activities shall include:
 - (1) Being the physician on staff at the TB clinic and providing clinical support at both locations, as needed, based on patient case load and complexity.
 - (2) As needed response to program nurses to review/revise patient medication orders

EXHIBIT B
HHS Telework Policy



FBCHHS INTERNAL POLICY AND PROCEDURE

Policy Title: Telework Policy

1. POLICY STATEMENT

This policy sets forth the requirements and expectations of Fort Bend County Health and Human Services (FBCHHS) for all employees qualified and approved to work remotely.

2. POLICY PURPOSE

The purpose of this telework policy is to provide guidelines and establish procedures for employees who work from any location outside of a Fort Bend County Health and Human Services (FBCHHS) office location. FBCHHS considers working remotely (Telework) to be a viable, flexible work option that may be used by managers to increase work outcomes and to accommodate employees' special needs during situations when both the employee and FBCHHS are suited to such an arrangement.

Telework can be a temporary or long-term agreement between employees and managers to work from a non-FBCHHS office-based location.

3. SCOPE AND APPLICATION

This policy applies to all FBCHHS organizational units, employees, contractors, interns, and volunteers.

4. DEFINITIONS

Term	Definition
Alternate Duty Station (ADS)	A specific area within an employee's residence, at a telecommuting center, or at another approved location other than the ODS.
Manager	An individual that provides direct supervision. This description includes supervisors and team-leads.
Episodic Telework	Work performed at the ADS without a regular schedule. Some examples are ad hoc, situational, or episodic Telework. This list is not all-inclusive. All episodic situations must be approved by management in advance.
Hoteling	Shared office space in an agency location designed for use on a drop-in basis by Teleworkers. The space is equipped with standard office technology including phone, computer (or docking station), fax machine, printer, copier, e-mail, Internet access, etc.



	Employees either reserve space in advance or drop in to use a workspace as needed.
Official Duty Station (ODS)	The current work location within the county where the employee regularly performs his/her duties. Telecommuting does not change the Official Duty Station unless an employee is on a 100% Telework agreement.
Regular Office Hours	The agreed upon set of hours during the day when the manager and co-workers can always communicate with the teleworker.
Regular, Recurring or Scheduled Telework	Teleworking on a regularly scheduled basis for a period of several months or longer. Reasons for initiating regular Telework agreements may include enhancing mission accomplishment, improving service to clients, improving productivity, attracting, and retaining high-quality employees in key occupations, reducing office space and associated costs, improving access to employment for the disabled, and reducing commuting distance.
Telework (also referred to as "flexiplace," "work-at-home," "flexible workplace," and "telecommuting")	Performing work at a place other than the employee's Official Duty Station (ODS) in accordance with the terms of an employee-employer agreement.
Telework Agreement	A written agreement between the county and the employee outlining the work schedule, duties, and performance standards for the teleworking employee. A model Telework Agreement is attached to this Personnel Rule and is incorporated herein by reference.
Telework Site Safety Checklist	The checklist required to assess risk hazards of the telework site prior to manager approval of a Telework Agreement. It is the teleworker's self- assessment of workspace hazards designed to address and resolve deficiencies, so the space can be designated by the county as a county worksite. The Telework Site Safety Checklist is attached to this Personnel Rule and is incorporated herein by reference.
Unscheduled Telework	A specific form of situational or ad hoc Telework where unique circumstances did not allow for advanced scheduling.

5. POLICY DETAILS

I. Eligibility

- a. Participation in FBCHHS Telework is not an entitlement but should be based upon sound business and performance management principles. Qualification will be determined regarding the individual's job duties and position.
- b. Temporary or unscheduled telework arrangements may be approved for circumstances such as inclement weather, natural disasters, communicable disease outbreaks, special projects and/or business

- travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.
- c. All formal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization. Thus, the following eligibility criteria applies to all requests:
 - i. Employees requesting formal telework arrangements must be employed with Fort Bend County Health and Human Services for a minimum of 30 days of continuous, regular employment and must have a satisfactory performance record.
 - ii. Employees requesting telework must be in a position whose primary work location is at a FBCHHS office location, non-clinical (non-physical health, non-behavioral health, and no verbal interaction with patient), non-field oriented and in a non-client engaging role.
 - d. The completion of Telework Training is required prior to any telework arrangement by the manager and employee. Employee managers will validate completion and maintain documentation of compliance.
 - i. Employee Training: Employee Telework Training
 - ii. Manager Training: Manager Telework Training
 - e. An employee is eligible for telework with the approval of their manager and the Division Director provided their job requires minimal direct supervision and face-to face interaction or where such interaction can be scheduled successfully to permit teleworking. Each telework assignment should be reviewed for costs and benefits, such as the nature of the job, equipment requirements and expected results. The telework assignment should not create additional costs, risk, or hardship to the county.
 - f. Managers shall use the following guidelines in selecting employees for telework:
 - i. The employee can accomplish their job without being on the premises for an agreed upon portion of their regular work schedule without detrimental impact on the productivity of the work group.
 - ii. Clear work objectives can be set, tasks can be clearly defined, and results are measurable.
 - iii. The employee can provide the appropriate equipment in the telework site including, at minimum, a telephone where the employee can be reached regularly, a computer that has internet access and is compatible with county software, a suitable workspace, and other equipment as appropriate to the employee's job.
 - iv. The workspace must be privately located where sensitive information cannot be overheard or seen. The employee must abide by the Confidential Information Security Policy.
 - v. The employee shall have demonstrated, to the manager's satisfaction, their capability to work productively without direct supervision. Indicators include consistent high performance, excellent attendance, and a positive attitude toward assigned work, self-motivation, and no relevant discipline problems in the employee's work history.
 - vi. Unless telework is mandated as a part of their position description, the employee shall have indicated a willingness to participate in telework to the manager.
 - vii. The employee has completed any probation or trial service periods for their position or has demonstrated successful competency in the essential functions of their position.
 - viii. Not all county computer systems are available using the county's Virtual Private Network (VPN) or outside normal business hours. Managers shall take this into consideration when approving telework for employees.

II. Prior Authorization

- a. Employees are not authorized to telework without prior written approval of their direct manager. If employees are assigned Routine Telework, employees must also receive prior written approval by their Division Director or designee.

III. Telework Agreement for Regular Telework

- a. Regular Telework will be permitted for employees one day per week under the terms of a written Telework Agreement (see Appendix A) reached between the employee and the employee's manager and approved by the Division Director.
- b. Telework is not an employee right and Telework Agreements shall be entered into voluntarily by both the employee and FBCHHS. The telework arrangement may be terminated at any time and for any reason.
- c. The Telework Agreement must clearly outline the following:
 - i. Telework schedule: The employee's work schedule shall be outlined and be in compliance with wage and hour laws, and County Personnel Rules.
 - ii. Location: The location of the telework site must be stated. If the location for the telework site will be a location other than a home office, the teleworker must receive approval from the manager to use the location as the telework site.
 - iii. Accessibility: The means by which the employee can be reached during off- premises work.
 - iv. Evaluation: The criteria that will be used to evaluate the success of the telework assignment and how often the telework assignment will be evaluated. At a minimum, the Telework Agreement must be evaluated by the manager with the employee on a monthly basis.
 - v. Use of county resources: Any county owned resources the employee will use off-premises and the terms and conditions under which such resources will be used.
 - vi. Use of employee's resources:
 1. Any employee resources that will be used and the costs that will be compensated by the county. Generally, however, the county does not reimburse costs associated with teleworking.
 2. Employee must sign an acknowledgement that usage of their personal property is subject to public records law, as well as other state and federal laws, such as Health Insurance Portability and Accountability Act (HIPAA), which may require the employee to grant the county full access to their personal property for inspection and duplication of the information contained in the property.
 - vii. Telework Safety Checklist: Affirmation the employee has conducted a self- assessment (Appendix B) of the risk hazards of the telework site and that the manager has worked collaboratively with the employee to address any

IV. Episodic or Unscheduled Telework

- a. Managers may approve Ad Hoc Telework to allow employees to work at home for reasons that are inclusive of the policy's purpose. Employees shall not be authorized to perform Ad Hoc Telework as a dependent care accommodation.



- b. Ad Hoc Telework will be permitted with the authorization of the employee's manager, subject to the Division Director's or designee's review, on a case-by-case basis. The terms of Ad Hoc Telework may be clarified in a written agreement.
- c. If an employee performs telework on a regular, rather than on an occasional basis, the telework then becomes Routine Telework and a Telework Agreement must be entered into.

V. Terms of Employment

- a. Telework does not otherwise alter the basic terms and conditions of employment including wages, overtime compensation, insurance benefits, paid leave, etc.
- b. County and departmental policies, rules, and practices shall apply at the telework site, including, but not limited to, those governing communicating internally and with the public, employee rights and responsibilities, code of conduct, anti-discrimination, equal opportunity, dress code, confidentiality of data, safety, etc.

VI. Work Hours and Accessibility

- a. Work Hours and Scheduling
 - i. Telework arrangements must comply with any applicable state and federal laws including wage and hour laws which regulate the payment of overtime for non-exempt employees.
 - ii. Employees must receive advance approval from their manager for any overtime work or flexing of their telework schedule. Employees must also report to their manager any absences from duty during telework hours in the same manner as if they were scheduled to be at their assigned duty station.
 - iii. Employees will not be paid for travel between the telework site and the employee's official workstation. Any travel from the telework site and meetings at locations other than the employee's official workstation shall be compensated in accordance with state wage and hour laws.
- b. Accessibility
 - i. Teleworkers shall attend job-related meetings, training sessions, and conferences, as requested by managers. Teleworkers may be requested to attend "short notice" meetings. When possible and effective, telephone conference calling may be offered as an alternative to in-person attendance.
 - ii. Teleworkers will maintain accessibility via telephone, email, fax and/or pager during agreed upon work hours.
 - iii. The employee shall promptly notify the manager when unable to perform work assignments due to equipment failure or other unforeseen circumstances. Managers may reassign employees to another project and/or work location in the event of equipment failure.
- c. Family Care and Duties
 - i. While telework may facilitate employees working around family responsibilities, employees who telework must have day care or other supervision for any member of the household requiring care through the workday. Telework is not to be viewed as a substitute for dependent care.

VII. County Owned Equipment

- a. All personnel rules and department work rules regarding personal use of county equipment apply to employees using county equipment at a telework site.

- b. The security of county property in the home is as important as it is in the office. Telework employees are expected to take reasonable precautions to protect county equipment from theft, damage, or misuse.
- c. The employee may be held liable for damage caused by negligence or intentional damage. The county will provide for repairs to county owned equipment. Any such repairs will take place at County facilities or by an authorized vendor.

VIII. Employee-Owned Equipment

- a. If county issued equipment is not otherwise available, teleworkers may use their personal computer equipment and/or software for telecommuting purposes.
- b. The employee will be responsible for the maintenance of their equipment and software, and for ensuring that their software meets appropriate guidelines. The county will not be responsible for damages or losses that occur to the employee's equipment and real property resulting from the telework process.
- c. Information produced by teleworkers in the pursuit of county business is subject to public record requirements regardless of the ownership of equipment used.

IX. Workplace Health and Safety

- a. The county's responsibility and accountability for employees' health and safety while working at home is essentially the same as that when employees work in their assigned county work location. For this reason, employees are required to maintain a separate, designated work area at home.
- b. Teleworkers will be expected to set up and maintain the designated workspace in a safe, unobstructed and clean fashion and maintain the designated work area so that it complies with all laws regulating work areas.
- c. The Telework Safety Checklist (Appendix B) must be completed prior to any telework activity governed by this policy.

X. Training

- a. Routine telework employees and their manager must sign up for FBCHHS provided Telework training and participate in the class within one (1) month of the approved Telework Agreement start date.

XI. Work Productivity

- a. At the manager's request, employees must provide evidence of work outputs which includes but is not limited to the following: work time study, daily/weekly reporting tools, etc. Additionally, at the manager's request, a comprehensive report can be requested via an employee monitoring tool regarding an employee's work output, location, browsing history, etc.

- XII. All staff shall adhere to all County Policies, including the Employee Information Manual.

6. PROCEDURES

- I. The employee and their manager will collaborate to create a mutually suitable Telework Agreement including the tasks or scope of work to be completed at the telework site, the time frames for completion, and how work will be reported and evaluated. Both parties sign the agreement and submit it to the Division Director or their designee. Once the agreement has received the necessary approval, a copy of the agreement will be placed in the employee's personnel file.



- II. The manager shall contact the Information Technology Department's Help Desk for any technical support needs of the teleworker.
- III. Each telework employee and manager shall develop a list of objectives and methods to measure the Telework Agreement's success. These objectives and measures should be reviewed and updated periodically to assure the continued success of the telework arrangement.
- IV. The manager shall notify the employee of Risk Management's safety training and site- specific hazard assessment services. Managers and employees shall work collaboratively to identify safety training opportunities and address any areas of concern identified in the Telework Safety Checklist.
- V. Employees and managers who participate in a Telework Agreement are expected to educate themselves on what their responsibilities are regarding Telework. Employees and managers are required to attend a county training course designed to prepare them for the telework experience.
- VI. Telework Managing Officer
 - a. FBCHHS will designate a Telework Managing Officer (TMO). The TMO must be an executive official of the FBCHHS Department who has direct access to the head of the Department. The TMO will help the FBCHHS Department incorporate Telework into everyday business operations. The TMO is responsible for:
 - i. Policy development and implementation related to Department Telework Policy.
 - ii. Serving as an advisor for FBCHHS Departmental Leadership Team.
 - iii. Serving as a resource for managers and employees on Telework.
 - iv. Serving as the primary point of contact with the FBCHHS Executive Leadership Team on Telework with reporting duties to all key stakeholders regarding the departmental use of public funds in telework activities.
 - b. The TMO, assumes the duty of gathering information on Telework from various internal sources and reporting findings to Human Resources as needed. The TMO's duties extend beyond the operational day-to-day aspects of Telework, including policy development and advising management of the Department's Telework Policy. All FBCHHS Division Directors are responsible for providing information and data to the TMO when requested.
- VII. Reporting
 - a. Each FBCHHS Division shall maintain records related to the administration of their Telework opportunities, which includes:
 - i. The total number of employees in each division participating in the opportunity
 - ii. The number and percentage of employees who are eligible to Telework
 - iii. The number and percentage of eligible employees who Telework and the number of days per pay period
 - iv. The method of gathering data
 - v. An explanation of whether the Division met goals; and if not, what actions are being taken to identify and eliminate barriers to maximizing Telework opportunities
 - vi. An assessment of progress in reaching Telework participation rates and other goals relating to Telework, such as the impact of Telework on:
 1. Emergency readiness
 2. Recruitment and retention

3. Performance productivity
4. Employee attitudes and opinions regarding Telework
5. Best practices in the department's Telework opportunity

7. FORMS

- **Appendix A.** Fort Bend County Health and Human Services Telework Agreement
- **Appendix B.** Telework Safety Checklist

8. RESPONSIBILITIES

Position or Office	Responsibilities
Division Directors/ Managers	Ensure all staff have access to and have acknowledged the policy. Identify, address, and report any policy or procedure violations
ALL Employees	Follow this Policy and Procedure.
Telework Managing Officer	Manage the Telework Policy

9. RELATED INFORMATION

Not Applicable

10. CONTACTS

Office	Phone	Email
PPI	281-238-3233	HHS-PPI@fortbendtx.gov

11. POLICY URL

All FBCHHS Internal Policies can be accessed in eConnect at: <https://econnect.fortbendcountytexas.gov/documents-forms/health-human-services/>



12. EXECUTIVE APPROVAL

Signature	Print Name	Date
	Letosha Gale-Lowe, M.D.	05/01/2024