

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
AGREEMENT BETWEEN FORT BEND COUNTY AND STAFFING SOLUTIONS, INC.
FOR CONTINGENCY MEDICAL STAFF SERVICES
COVID 19**

This SECOND AMENDMENT TO THE AGREEMENT BETWEEN FORT BEND COUNTY AND STAFFING SOLUTIONS, INC. FOR CONTINGENCY MEDICAL STAFF SERVICES COVID 19 is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Staffing Solutions, Inc. (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about April 25, 2020, the Parties entered into AGREEMENT BETWEEN FORT BEND COUNTY AND STAFFING SOLUTIONS, INC. FOR CONTINGENCY MEDICAL STAFF SERVICES COVID 19 which was amended on or about May 4, 2020 both documents collectively referred to as the “Agreement” and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as following changes to be effective as of the date executed by both Parties:

I. Amendments

The following Sections are amended to reflect additional Services provided by Contractor as shown in Exhibit B

Section 1. Scope of Services

A. Contractor shall render Services in response to the COVID-19 incident and in accordance with the Scope of Services, attached hereto as Exhibit A and Exhibit B, and incorporated by reference. Services shall be at the direction of the Fort Bend County Director of Health and Human Services.

Section 3. Compensation and Payment is amended to add additional funding of \$550,000.00 for all services as follows:

A. Contractor’s fees shall be calculated at the rates set forth in the attached Exhibit A and Exhibit B. The Maximum Compensation for the performance of Services within the Scope

of Services described in Exhibit A and Exhibit B is seven hundred fifty thousand dollars (\$750,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

Section 4. Limit of Appropriation is amended to reflect the additional funding of \$550,000.00 as follows:

- A. Contractor 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 seven hundred fifty thousand dollars (\$750,000.00) specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed seven hundred fifty thousand dollars (\$750,000.00).

Section 6. Termination

- A. This Agreement is effective as of April 27, 2020 and will expire December 30, 2020 unless sooner terminated by a party in accordance with the Termination provisions below. This Agreement may be renewed under the same terms, conditions and pricing if agreeable to the Parties.

Section 15. Performance Warranty

- A. (no change)
 - B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A and Exhibit B.
- II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of the most recently executed document shall prevail.

III. Execution

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective as agreed to herein.

FORT BEND COUNTY

STAFFING SOLUTIONS

KP George
County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

Reviewed by:

Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH
Director of Health and Human Services

Exhibit A: (no change)
Exhibit B: Current Compensation Schedule (added)

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit B:
Current Compensation Schedule

Staffing Solutions, Inc.

P.O. Box 2427

Alief, Texas, 77411

P: 281-990-3236, F: 281-990-6446

E: staff@staffingsolutionsnow.com

W: www.staffingsolutionsnow.com



CURRENT COMPENSATION STRUCTURE

WAGES

	ICP	RN	LVN/ Epidemiologists (non-ICP)	MA/CMA/CNA (licensed or unlicensed)	Data specialists	Administrative clerks
Regular hourly rate	\$60	\$60	\$49	\$32	\$32	\$32
Overtime hourly rate	1.5X Base Rate	1.5X Base Rate	1.5X Base Rate	1.5X Base Rate	1.5X Base Rate	1.5X Base Rate

CONTACT TRACING:

In addition to LVNs, our Epidemiologists who have a master's degree in public health (MPH), bachelor's in public health/Epidemiology, or related healthcare field conduct Contact Tracing. These are professionals who are not Certified in Infection Control (Non - CIC certified) but have the relevant Epi training and experience. Our Contact Tracers have:

- Ability to conduct interviews without violating confidentiality.
- Understanding of the medical terms and principles of exposure, infection, infectious period, potentially infectious interactions, symptoms of disease, pre-symptomatic and asymptomatic infection
- Excellent and sensitive interpersonal, cultural sensitivity, and interviewing skills such that they can build and maintain trust with patients and contacts
- Basic skills of crisis counseling, and the ability to confidently refer patients and contacts for further care if needed
- Resourcefulness in locating patients and contacts who may be difficult to reach or reluctant to engage in conversation
- Understanding of when to refer individuals or situations to medical, social, or supervisory resources
- Cultural competency appropriate to the local community

TRAVEL

Travel expenses will apply to Staffing Solutions, Inc. employees (ICPs) travelling from Fort Bend County Health & Human Services (FBCHHS) to Long Term Care Facilities (LTCFs) using personal vehicle. Fort Bend County shall provide reimbursement to Staffing Solutions at a rate of **\$0.575 per mile**, which is in accordance with Fort Bend County Travel Policy and the State of Texas approved travel rates.