

AGREEMENT

Section 1. Scope of Services

- A. Contractor will provide COVID-19 Testing Services to eligible individuals requesting these services in accordance with the attached and incorporated Exhibit A, *Scope of Services*.
- B. Testing Services will take place at the Fort Bend County Fairgrounds (“testing location”) beginning no earlier than Monday, March 30, 2020 and lasting no longer than April 18, 2020. Services will be performed between the hours of 8am – 5pm (last appointment being scheduled at 4pm) Monday through Friday and 10am – 2pm on Saturday. The points of contact, however, may mutually agree on an alternate testing location and/or other times and days without need to amend this Agreement.
- C. Both Parties agree to keep communication open and ongoing to review strategies for improving service delivery and ensure the objectives for this agreement are fully met.
- D. Both Parties agree to treat all Protected Health Information obtained as a result of this Agreement in accordance with the BUSINESS ASSOCIATE AGREEMENT BETWEEN ACCESSHEALTH AND FORT BEND COUNTY executed between the parties on or about November 5, 2013.

Section 2. County’s Responsibilities

- A. County shall be responsible for the following with regard to the testing location during the term of this Agreement:
 - 1. Providing the testing location and allowing Contractor access to the location daily beginning at 7:00am during operations;
 - 2. Ensuring the testing location is a secure location and staffed with standard security personnel to monitor the location during the term of this Agreement;
 - 3. Providing all necessary tents, tables, chairs, signs, all other amenities and traffic equipment to include (but not limited to): traffic signage, traffic cones, and traffic management tools;
 - 4. Allowing Contractor’s Mobile Unit access to and placement at (as approved by the County’s Director of Health and Human Services) at the testing location twenty-four (24) hours a day;
 - 5. Ensuring that only Contractor employees bearing badges (and subject to confirmation on list to be provided by Contractor), County employees and identified and agreed upon by the points of contact (in writing) community partners are allowed access to the testing location;
 - 6. Providing all required law enforcement personnel to ensure a management entrance to allow only approved individuals for testing, traffic integrity, traffic flow, and traffic management; and
 - 7. Providing the appropriate traffic flow using a combination of traffic signage, traffic cones, tents and other traffic management tools available to County.

- B. County shall be responsible for the following medical supplies during the term of this Agreement:
 - 1. COVID-19 testing kits (buy purchase or reimbursement, at County's sole discretion); and
 - 2. All necessary personal protective equipment (PPE) to include (but not limited to): approved N95 masks, approved gloves, approved gowns, approved eye protection and other select items. All PPE, with regards to brand, type, and required quantities, is subject to full approval of Contractor. If at any time Contractor does not agree with the PPE brand, type, and required quantities, Contractor may exercise its options for termination under this Agreement.
 - 3. All medical supplies will be provided in accordance with the Compensation Section of this Agreement.
- C. County shall be responsible for the following program supports during the term of this Agreement:
 - 1. Furnishing one (1) coordinator to assist Contractor during the term of this Agreement; and
 - 2. Securing an online screening process with an outside vendor as the first triage step to determine client eligibility for COVID19 testing at its own cost and expense to coordinate the online screening tool employed as the initial selection tool/criteria for testing services.
 - 3. County may provide staff to assist if, in County's sole discretion, County determines that additional staff is needed.

Section 3. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County , to perform the Scope of Services when and as required and without delays.
- B. Employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.
- C. The following individuals will serve as point of contact to answer questions or concerns regarding the health services described in this Agreement:

For County : Jacquelyn Johnson-Minter, MD, MBA, MPH

Kaye Reynolds, DrPH

For Contractor:

Section 4. Compensation and Payment

- A. The Parties understand and agree that the medical supplies to be supplied by County shall be by way of incurred expenses, reimbursement to Contractor or combination of both (at County's sole discretion) and that the total cumulative amount for all medical supplies shall not exceed the Maximum Compensation stated in this Agreement. Contractor shall invoice for only the actual cost of tests used, with no additional (administrative, service or other type charge) to be added but may include sales taxes, if incurred by Contractor. Products purchased by Contractor (i.e. test kits) must be approved in advance by County and invoiced at actual cost to be considered for reimbursement by County. County shall not be invoiced for any unused tests.
- B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred thousand dollars and 00/100 (\$100,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- C. All performance of the Scope of Services by Contractor 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.
- D. County will pay Contractor based on the following procedures: each Monday, Contractor shall invoice County for all costs allowed under this Section by submitting the invoice electronically to APAuditor@fortbendcountytexas.gov in a form acceptable to County. County shall review such invoices and issue payment for any undisputed costs within 7 days of receipt of invoice. Invoice should be accompanied with ACH instructions on Contractor's letterhead to further expedite payment. County reserves the right to withhold payment pending verification that services were performed in accordance with the requirements of this Agreement.

Section 5. Limit of Appropriation

- 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 one hundred thousand dollars and 00/100 (\$100,000.00) 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 one hundred thousand dollars and 00/100 (\$100,000.00).

Section 6. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. 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.
- C. 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 7. Termination

- A. Termination for Convenience: Either Party may terminate this Agreement at any time upon forty-eight (48) hours written notice.
- B. Termination for Default:
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform testing services within the time specified in the Scope of Work or any extension thereof granted by the County in writing;
 - b. If Contractor 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 failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- C. If, after termination, it is determined for any reason whatsoever that Contractor 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 7A above. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for the test kits which were administered under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said testing will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. 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 Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor 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 10. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 2. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 3. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 4. Professional Liability insurance with limits not less than \$1,000,000.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability

policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

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

Section 12. Confidential and Proprietary Information

- A. Contractor 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 Contractor 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 Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor 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. Contractor 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.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor 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 Contractor 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 13. Independent Contractor

- A. In the performance of work or services hereunder, Contractor 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 contractor or, where permitted, of its subcontractors.
- B. Contractor 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 14. Notices

- A. 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).
- B. 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 : Fort Bend County Health and Human Services
Attn: Director
4520 Reading Road, Suite A-100
Rosenberg, Texas 77471

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

Contractor: AccessHealth
Attn: CEO
400 Austin Street
Richmond, Texas 77469

- C. A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 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.
 - 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 15. Compliance with Laws

Contractor 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, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor 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.
- 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.

Section 17. Assignment and Delegation

- A. 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.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. 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 19. Successors and Assigns

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

Section 20. Third Party Beneficiaries

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

Section 21. 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 22. 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 Contractor 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. Both Parties agree that they will endeavor to use reasonable efforts to advise the other of scheduled press conferences and distribution of materials (printed or electronic) that identify the other regarding services provided under this Agreement.

Section 23. 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 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 25. 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 26. Certain State Law Requirements for Contracts:

The contents of this Section are required by Texas Law and are included by County regardless of content.

- A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 27 Federal Clauses :

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

- A. Americans with Disabilities Act (ADA) – Contractor shall comply with all federal, state, County , and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.
- B. Drug-Free Workplace – Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.
- C. Small, Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms – Contractor will take all necessary affirmative steps to assure that qualified small, minority firms, women’s business enterprises, and labor surplus area firms are used when possible by:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (1) through (5) above.
- D. Equal Employment Opportunity –This requirement applies to all contracts involving a “federally assisted construction contract”. “Construction work” is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. Contractors must adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination
1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may

be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Contract Work Hours and Safety Standards Act –

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek as may be required by law.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by

the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

F. Clean Air Act and the Federal Water Pollution Control Act –

1. Clean Air Act – The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
2. Federal Water Pollution Control Act – The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

G. Energy Policy and Conservation Act – Contractor agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

H. Debarment and Suspension –

1. The Contractor certifies that they are in compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180 which states that a contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply

to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

2. This certification is a material representation of fact relied upon by the County . If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- I. Byrd Anti-Lobbying Amendment – Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
 - J. Political Activities – Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
 - K. Procurement of Recovered Materials – Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

L. Access to Records

1. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

M. DHS Seal, Logo, and Flags – The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

N. Compliance with Federal Law, Regulations, and Executive Orders – The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

O. No Obligation by Federal Government – The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County , Contractor, or any other party pertaining to any matter resulting from the contract.

P. Program Fraud and False or Fraudulent Statements or Related Acts – The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Agreement.

Q. Civil Rights and Non-Discrimination – During the performance of this contract, the Contractor agrees as follows:

1. Nondiscrimination on the Basis of Race, Color, and National Origin – Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), FEMA’s implementing regulations at 44 C.F.R. Part 7 (Nondiscrimination in Federally Assisted Programs), and the Department’s implementing regulations at 6 C.F.R. Part 21 (Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2. **Nondiscrimination on the Basis of Sex** – Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.), FEMA’s implementing regulations at 44 C.F.R. Part 19 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and the Department’s implementing regulations at 6 C.F.R. Part 15 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.
3. **Nondiscrimination on the Basis of Disability** – Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
4. **Nondiscrimination on the Basis of Handicap** – Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA’s implementing regulations at 44 C.F.R. Part 16 (Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.
5. **Nondiscrimination on the Basis of Age** – Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.
6. **Nondiscrimination on the Basis of Limited English Proficiency** – Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other

requirements that the Department and the FEMA have with respect to nondiscrimination.

R. Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms – Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

1. Placing small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
5. Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Contractor must require subcontractors to take the five affirmative steps described in 1-5 above.

S. Environmental and Historic Preservation Protections

1. Case by case basis. FEMA will identify various environmental and historic preservation mitigation measures with which a Non-Federal Entity (NFE) must comply when performing the scope of work under a FEMA award. FEMA expects the NFE to include adequate third party provisions to facilitate compliance with such measures that the NFE has agreed to implement as a term and condition of the FEMA award.
2. Contractor shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973) (codified as amended at 16 U.S.C. §§ 1531-1544);, Clean Water Act, other laws, and various executive orders.

T. Disaster Reservists – Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

- U. False Statements Act – Contractor agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733.
- V. Fraud Waste and Abuse – Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such ongoing investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.
- W. Prompt Payment – The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County . In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.
- X. Retention of Records – The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- Y. Veteran Preference – The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

Section 28. 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.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2020.

FORT BEND COUNTY



KP George, County Judge/
Emergency Management Director

3/29/2020

Date

ATTEST:



Laura Richard, County Clerk

ACCESSHEALTH



Authorized Agent - Signature

MICHAEL R. DOTSON

Authorized Agent- Printed Name

C.E.D.

Title

3/29/2020

Date

Reviewed by:



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

Exhibit A: Scope of Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 100,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert E. Sturdivant, County Auditor

Covid19/onedrive/mt.3.26.2020 3.27.2020 3.28.2020 3.29.2020

EXHIBIT A
SCOPE OF SERVICE FOR
TESTING SERVICES
(COVID-19)

- A. Contractor shall provide all necessary administrative oversight of testing services to include (but not limited to): staffing & managing the call center, nurse triage lines, scheduling testing service appointments, unique coding system, and all other administrative requirements on Premises during all hours of operation. County may provide additional staffing at its own expense should the need arise
- B. Upon County's identification of individuals believed to be eligible via the County's online screening process, Contractor will perform secondary screening of those individuals to confirm eligibility. If the individual is found eligible after Contractor's screening, Contractor will issue the individual a unique code to be presented by the person in order to be allowed entry at the testing location.
- C. Contractor shall provide COVID-19 Testing Service to individuals determined to be eligible in accordance with the most recently updated CDC clinical criteria which may include, but is not limited, to:
 - 1. Population: to include (but not limited to): healthcare professionals, first responders, the elderly, individuals with multiple chronic diseases, and other selected members of the community; or
 - 2. Symptoms: to include (but not limited to): fever, cough, wheezing, malaise, headaches, cough, shortness of breath, nasal congestion, diarrhea, and other selected symptoms determined to be associated with COVID-19; or
 - 3. Exposure: either living with an individual quarantined due to COVID-19 or has been in direct contact with a suspected or confirmed COVID-19 case.
- D. Contractor shall provide all necessary testing service staff to administer testing services to include (but not limited to): receipt, storage, performance of testing and lab transfer of all test kits. Contractor shall provide all the necessary staff and medical testing supplies, (with the exception of PPE), to operate the site and perform COVID19 testing of eligible individuals.
- E. Contractor shall provide medical oversight by a licensed medical provider to offer final approval of individuals deemed to be selected for testing services.
- F. At County's sole direction, Contractor shall receive from County and/or procure all approved COVID-19 testing kits that are required for Contractor's performance of this Agreement. To the extent allowed by supply availability, Contractor should obtain supplies sufficient to conduct testing on up to 100 clients each day during weekdays and 45 clients on Saturdays and store specimens appropriately for laboratory processing as directed by County. Contractor shall first utilize any approved testing kits supplied to Contractor by County before invoicing County for tests that Contractor has procured from other sources that have been mutually agreed upon by the Parties.

- G. Contractor will administer testing under this Agreement at no cost to the individual being tested and at no additional cost to County, other than as provided in the Compensation Section of this Agreement.
- H. Contractor shall provide to County all required and available documentation associated with positive testing results no longer than (1) business day of such positive testing results and within two (2) business days of receipt of a negative testing result. County maintains all responsibility for all "contact tracing" requirements associated with positive testing results.
- I. Contractor agrees to provide Fort Bend County Health and Human Services the documentation of positive lab results and the names and complete demographic data for all clients with positive results so that contact tracing can begin immediately after patient notification. This notification must occur on the same business day as the lab results are provided to Contractor. If results are provided at the end of the day, they must be provided as soon as possible on the next business day.
- J. Contractor shall obtain signed consents from all individuals being tested pursuant to this Agreement and provide copies of same to County.
- K. Contractor will ensure individuals testing positive for COVID-19 are referred and linked to proper medical services.
- L. Contractor will protect the confidentiality of individuals receiving COVID-19 testing, in accordance with all federal, state and local law.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
AGREEMENT FOR TESTING SERVICES BETWEEN
FORT BEND COUNTY AND ACCESS HEALTH
(COVID-19)**

This FIRST AMENDMENT TO THE AGREEMENT FOR TESTING SERVICES BETWEEN FORT BEND COUNTY AND ACCESS HEALTH (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 the Fort Bend County Family Health Center Inc., dba Access Health (hereinafter "Contractor"), a non-profit corporation authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about MARCH 29, 2020, the Parties entered into AGREEMENT FOR TESTING SERVICES BETWEEN FORT BEND COUNTY AND ACCESS HEALTH (COVID-19) which is 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 April 13, 2020:

I. Amendments

Section 1. Scope of Services is amended to extend the term of the Agreement as follows:

Testing Services will take place at the Fort Bend County Fairgrounds ("testing location") beginning no earlier than Monday, March 30, 2020 and lasting no longer than May 31, 2020. Services will be performed between the hours of 8am – 5pm (last appointment being scheduled at 4pm) Monday through Friday and 10am – 2pm on Saturday. The points of contact, however, may mutually agree on an alternate testing location and/or other times and days without need to amend this Agreement.

Section 4. Compensation and Payment is amended to add additional funding of \$400,000.00 for all services as follows:

B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is five hundred thousand dollars and 00/100 (\$500,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

Section 5. Limit of Appropriation is amended to reflect the additional funding of \$400,000.00 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 five hundred thousand dollars and 00/100 (\$500,000.00) 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 five hundred thousand dollars and 00/100 (\$500,000.00).

Exhibit A, Section E. SCOPE OF SERVICE FOR TESTING SERVICES (COVID-19) is amended as follows:

At County's sole direction, Contractor shall receive from County and/or procure all approved COVID-19 testing kits that are required for Contractor's performance of this Agreement. To the extent allowed by supply availability, Contractor should obtain supplies sufficient to conduct testing on up to 200 clients each day during weekdays and 90 clients on Saturdays and store specimens appropriately for laboratory processing as directed by County. Contractor shall first utilize any approved testing kits supplied to Contractor by County before invoicing County for tests that Contractor has procured from other sources that have been mutually agreed upon by the Parties.


- 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 this First Amendment shall prevail.

Remainder left blank

Execution page follows

III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY


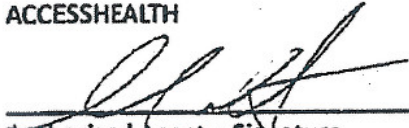
KP George, County Judge/
Emergency Management Director

4/13/2020

Date

ATTEST:

Laura Richard, County Clerk

ACCESSHEALTH


Authorized Agent - Signature

Michael Dotson

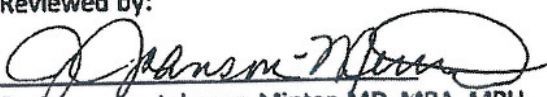
Authorized Agent- Printed Name

C.E.O.

Title

4/13/2020

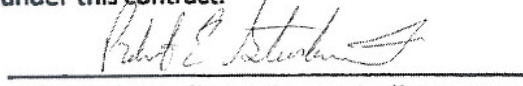
Date

Reviewed by:


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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 500,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
AGREEMENT FOR TESTING SERVICES BETWEEN
FORT BEND COUNTY AND ACCESS HEALTH
(COVID-19)**

This SECOND AMENDMENT TO THE AGREEMENT FOR TESTING SERVICES BETWEEN FORT BEND COUNTY AND ACCESS HEALTH (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 the Fort Bend County Family Health Center Inc., dba Access Health (hereinafter "Contractor"), a non-profit corporation authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about MARCH 29, 2020, the Parties entered into AGREEMENT FOR TESTING SERVICES BETWEEN FORT BEND COUNTY AND ACCESS HEALTH (COVID-19) which was amended on March 13, 2020 is 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, unless otherwise noted herein:

I. Amendments

Section 1. Scope of Services is reorganized and amended to include additional testing locations and Section 1E is added as follows:

B. Testing Services

1. Testing Services will take place at the following locations:
 - a. The Fort Bend County Fairgrounds ("testing location") beginning no earlier than Monday, March 30, 2020 and lasting no longer than May 31, 2020.
 - b. Facility at 18111 Lexington Blvd., Sugar Land, Texas beginning no earlier than Monday, April 27, 2020 and lasting no longer than May 31, 2020.
 - c. Facility at 1220 Buffalo Run, Missouri City, TX 77489 beginning no earlier than Monday, May 4, 2020 (unless otherwise directed by the County Director of Health and Human Services)and lasting no longer than May 31, 2020.
2. Services will be performed at all locations between the hours of 8am – 5pm (last appointment being scheduled at 4pm) Monday through Friday and 10am – 2pm on Saturday, to the extent allowed by the Facility. The points of contact, however,

may mutually agree on an alternate testing location and/or other times and days without need to amend this Agreement.

C. (no changes)

D. (no changes)

E. Contractor will require all of their staff to comply with Federal documentation requirements administered by the County as of the Effective Date of the Original Agreement.

Section 4. Compensation and Payment is amended to add additional funding of \$250,000.00 per new location as follows:

B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one million dollars (\$1,000,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

Section 5. Limit of Appropriation is amended to reflect the additional funding of \$250,000.00 per new location 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 one million dollars (\$1,000,000.00) 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 one million dollars (\$1,000,000.00).

Exhibit A, Section E. SCOPE OF SERVICE FOR TESTING SERVICES (COVID-19) is amended as follows:

A. Contractor shall provide all necessary administrative oversight of testing services to include (but not limited to): staffing & managing the call center, nurse triage lines, scheduling testing service appointments, unique coding system, and all other administrative requirements on Premises during all hours of operation. County may provide additional staffing at its own expense should the need arise

B. ~~(omitted) Upon County's identification of individuals believed to be eligible via the County's online screening process, Contractor will perform secondary screening of those individuals to confirm eligibility. If the individual is found eligible after Contractor's screening, Contractor will issue the individual a unique code to be presented by the person in order to be allowed entry at the testing location.~~

- C. Contactor shall provide COVID-19 Testing Service to Fort Bend County residents individuals determined to be eligible in accordance with the most recently updated CDC clinical criteria or as may be directed by County's Director of Health and Human Services. County will utilize its own criteria to refer individuals seeking testing to Contractor. Contractor will collect any information from the person that is needed by County and/or Contractor for documentation purposes and issue the individual a unique code to be presented by the person in order to be allowed entry at the testing location. (remainder of Section C is omitted by this Amendment).
- D. (no changes)
- E. At County's sole direction, Contractor shall receive from County and/or procure all approved COVID-19 testing kits that are required for Contractor's performance of this Agreement. To the extent allowed by supply availability, Contractor should obtain supplies sufficient at each location to conduct testing on up to 200 clients each day during weekdays and 90 clients on Saturdays and store specimens appropriately for laboratory processing as directed by County. Contractor shall first utilize any approved testing kits supplied to Contractor by County before invoicing County for tests that Contractor has procured from other sources that have been mutually agreed upon by the Parties.

Section 27 Federal Clauses is added to the Agreement to reference DSHS:

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

- A. Americans with Disabilities Act (ADA) – Contractor shall comply with all federal, state, County, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.
- B. Drug-Free Workplace – Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.
- C. Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms – Contractor will take all necessary affirmative steps to assure that qualified small, minority firms, women's business enterprises, and labor surplus area firms are used when possible by:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (1) through (5) above.

D. Debarment and Suspension –

1. The Contractor certifies that they are in compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180 which states that a contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).
2. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- E. Byrd Anti-Lobbying Amendment – Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- F. Political Activities – Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- G. Procurement of Recovered Materials – Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA ’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- H. Access to Records
1. The Contractor agrees to provide County, the HHS Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Contractor agrees to provide the HHS Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- I. Compliance with Federal Law, Regulations, and Executive Orders – The Contractor will comply will all applicable federal law, regulations, executive orders, HHS policies, procedures, and directives.
- J. No Obligation by Federal Government – The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County , Contractor, or any other party pertaining to any matter resulting from the contract.

- K. Program Fraud and False or Fraudulent Statements or Related Acts – The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Agreement.
- L. Civil Rights and Non-Discrimination – During the performance of this contract, the Contractor agrees as follows:
1. Nondiscrimination on the Basis of Race, Color, and National Origin – Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), HHS’s implementing regulations at 44 C.F.R. Part 7 (Nondiscrimination in Federally Assisted Programs), and the Department’s implementing regulations at 6 C.F.R. Part 21 (Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 2. Nondiscrimination on the Basis of Sex – Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.), HHS’s implementing regulations at 44 C.F.R. Part 19 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and the Department’s implementing regulations at 6 C.F.R. Part 15 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.
 3. Nondiscrimination on the Basis of Disability – Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
 4. Nondiscrimination on the Basis of Handicap – Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and HHS’s implementing regulations at 44 C.F.R. Part 16 (Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.
 5. Nondiscrimination on the Basis of Age – Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and

Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

6. Nondiscrimination on the Basis of Limited English Proficiency – Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of HHS assistance take reasonable steps to provide meaningful access to persons with limited English proficiency. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the HHS have with respect to nondiscrimination.
- M. Contracting with Small, Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms – Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women’s business enterprises, and labor area surplus firms are used when possible by:
1. Placing small and minority businesses and women’s business enterprises on solicitation lists;
 2. Assuring that it solicits small and minority businesses and women’s business enterprises whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises;
 5. Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Contractor must require subcontractors to take the five affirmative steps described in 1-5 above.
- N. False Statements Act – Contractor agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733.

- O. Fraud Waste and Abuse – Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from HHS or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.
- P. Prompt Payment – The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.
- Q. Retention of Records – The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- R. Veteran Preference – The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

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 this First Amendment shall prevail.

III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

KP George

KP George, County Judge/
Emergency Management Director

ACCESSHEALTH

[Signature]

Authorized Agent – Signature

4/25/2020

Date

Michael Detsen

Authorized Agent- Printed Name

CEO

Title

4/25/2020

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk

Reviewed by:

[Signature]

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,000,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]

Robert Ed Sturdivant, County Auditor

Section 4. Compensation and Payment is amended to add additional funding of \$750,000.00 for all services as follows:

- B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is two million dollars (\$2,000,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

Section 5. Limit of Appropriation is amended to reflect the additional funding of \$750,000.00 for all locations 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 two million dollars (\$2,000,000.00) 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 two million dollars (\$2,000,000.00).


Exhibit A, SCOPE OF SERVICE FOR TESTING SERVICES (COVID-19) the below sections are amended as follows:

- D. At County's sole direction, Contractor shall receive from County and/or procure all approved COVID-19 testing kits that are required for Contractor's performance of this Agreement. To the extent allowed by supply availability, Contractor should obtain supplies sufficient at each location to conduct testing on up to 200 clients each day during weekdays and 90 clients on Saturdays and store specimens appropriately for laboratory processing as directed by County. These numbers reflect the total volume of tests kits and supplies that Contractor shall secure; the actual numbers of tests to be administered at each location will be determined by County Director of Health and Human Services. Contractor shall first utilize any approved testing kits supplied to Contractor by County before invoicing County for tests that Contractor has procured from other sources that have been mutually agreed upon by the Parties.
- 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.

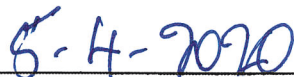
III. Execution

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



KP George, County Judge/
Emergency Management Director



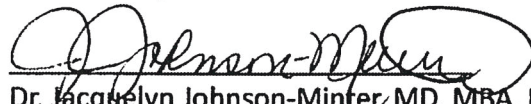
Date

ATTEST:



Laura Richard, County Clerk

Reviewed by:



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

ACCESSHEALTH



Authorized Agent – Signature

Michael R. Dotson

Authorized Agent- Printed Name

CEO


Title

05/03/2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$2,000,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

- III. Exhibit B is attached to this 4th Amendment and is incorporated by reference, effective June 1, 2020.
- IV. 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.
- V. Execution

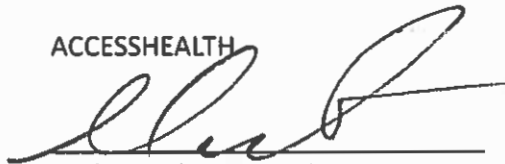
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective as agreed to herein.

FORT BEND COUNTY



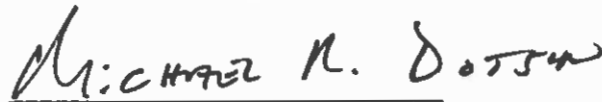
 KP George, County Judge/
 Emergency Management Director

ACCESSHEALTH



 Authorized Agent – Signature

 Date



 Authorized Agent- Printed Name

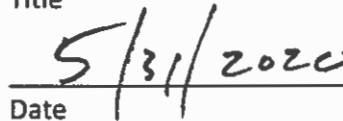
ATTEST:



 Laura Richard, County Clerk



 Title



 Date

Reviewed by:



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

Exhibit B: Administrative Fee request dated May 30, 2020

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$2,000,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

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EXHIBIT B:

ADMINISTRATIVE FEE REQUEST
DATED MAY 30, 2020



Jacquelyn Johnson-Minter, MD, MBA, MPH
Director and Local Health Authority
Fort Bend County Health & Human Services
4520 Reading Rd. A-200
Rosenberg, TX. 77471

May 30, 2020

Dear Dr. Minter:

Per your yesterday evening's request, please allow this document to serve as detailed support to correspond with the agreed upon \$15 per COVID-19 test administrative charge.

As previously discussed, AccessHealth is nearing exhaustion of our external funding allocated to our joint COVID-19 testing efforts. Please note the following specific items regarding our testing endeavors to date:

- Our original contract was set to expire April 18, 2020 for 1 location.
- Our billed items to the County consisted only of \$51.31 per COVID-19 test. The \$51.31 is a pass-through rate (i.e., this is what the lab charges us with no markup).
 - As a Federally Qualified Health Center system, our negotiated pass-through rate is significantly less than that of other laboratories (\$70 - \$100 per COVID-19 test) offered direct to the County.
- We subsequently amended our original contract 3 times to include 5 testing sites and increased capacity through May 31, 2020.
- AccessHealth did not increase the compensation in any of the above extensions. Meaning, external grant funds were used to cover our labor and all other administrative costs (e.g., hardware, phones, internet, utilities, mobile unit, afterhours call services, marketing, and mileage) **AT NO COST TO THE COUNTY.**

To further confirm our discussions, AccessHealth estimates our per unit cost per test to be \$71.31 (see below $\$51.31 + \$20.00 = \$71.31$) calculated as follows:

- Lab charge at a pass-through cost of \$51.31.
- Estimated associated administrative costs allocated to COVID-19 testing of \$20.00 per test comprising of:
 - Monthly labor & fringe calculated:
 - Salary & fringe multiplied by FTE allocation (e.g., 0.1 to 1.25 depending on estimated allocated workload)
 - This includes 44 employees classified as:
 - Testing site staff, administrative staff, executive leadership & directors, physicians, nurses, medical assistants, reporting & analytics, information technology, and marketing.

400 Austin Street
Richmond, Texas 77469
(281) 342-4338
www.myaccesshealth.org



- Monthly phone expenses & licenses:
 - We added additional soft phones and licenses for a call center of 32 people.
- Monthly "hotspot" internet usage:
 - We added 10 cradlepoints and hotspots with corresponding service plans and data use at the 5 testing sites.
- Monthly utilities:
 - Two conference rooms are completely dedicated to the call center.
- Monthly after hours call services:
 - We incur a per call cost for any COVID-19 calls that reach our normal phone line afterhours.
- Monthly marketing/aftercare collateral:
 - This is the aftercare package that each tested patient is given.

AccessHealth will be covering an estimated administrative cost of \$5 per COVID-19 test. Our previously discussed administrative cost of \$15 per COVID-19 test to be billed to the County is at 25% reduction of our internal cost estimate.

Further to recap our discussions and the above written information, please note the "all-in" cost to the county of \$66.31 per COVID-19 test includes:

- House, Administrative, & Supervise Call Center(s) to confirm demographics, create the patient entry into our electronic medical record, schedule the test, and provide all necessary instructions.
 - We estimate 37,000 calls to-date.
 - We estimate:
 - 1/3 of the call volume is testing related.
 - 1/3 of the call volume is non-testing related.
 - 1/3 of the call volume is centered on county requests (e.g., clearance testing, other services).
 - Total call center staff is up to 32 individuals per day.
 - We make up to 3 phone call attempts per individual.
 - We field all return calls.
 - We email and/or text all individuals daily that did not answer their phones.
- Actual Testing:
 - There have been 12,204 tests done to-date.
 - We coordinate:
 - Procurement of the testing kits (up to 700 capacity per day, extendable up to 1,000 per day).
 - Delivery of the testing kits to the 5 testing sites daily.
 - Supervision of ALL administrative and technology components at all 5 testing sites daily.
 - Supervision of the administering of the tests at all 5 testing sites daily.
 - Pickup of all the actual tests at all 5 testing sites daily.

- Results follow-up:
 - There have been 12,204 tests done to-date.
 - We:
 - Receive all lab results.
 - Complete all data entry on phone call spreadsheets and electronic medical records.
 - Distribute the call spreadsheets to our medical staff (physicians, nurses, and medical assistants) commensurate to licensure based on a triage of positives, symptomatic, and vulnerable populations to make the calls.
 - Make up to 3 phone call attempts per individual.
 - Field all return calls.
 - Email daily all individuals that did not answer their phones.
 - Mail about results to all individuals with whom we were not able to connect.
- Reporting and analytics:
 - We provide the county with:
 - Results (positives daily and negatives grouped).
 - All requested clearance testing related data.
 - All requested lab results forms.
 - All ad hoc requested reporting around capacity, execution, demographics, symptoms, etc.

Further, please call attention that the \$66.31 total charge to include all of the above items is still \$5 - \$35 lower than the market rates for testing kits and processing ALONE. Still further upon aggregation of all complaints and/or issues received by AccessHealth, please note that we've received only 31 issues on an estimated call volume of 37,000 equaling only 0.084%.

Without the agreed upon administrative charge of \$15 per COVID-19 test, AccessHealth would generate a large-scale loss that would create a going concern of operations; moving forward of which we don't have the reserves or funding to cover. Our primary obligation is to serve the underserved populations of Fort Bend County, and we cannot jeopardize our long-term business operations.

I hope this document substantiates our rationale and reasoning for having to charge an administrative fee to partially cover our costs.

Sincerely,



Michael R. Dotson
Chief Executive Officer