



**Section 4. Compensation and Payment is amended to add additional funding of \$250,000.00 for all services as follows:**

- B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is six hundred fifty thousand dollars and 00/100 (\$650,000.00). 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 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 six hundred fifty thousand dollars and 00/100 (\$650,000.00) 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 six hundred fifty thousand dollars and 00/100 (\$650,000.00).
- 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 will 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*

\_\_\_\_\_  
KP George, County Judge/  
Emergency Management Director

ANGEL STAFFING INC.

*[Signature]*  
\_\_\_\_\_  
Authorized Agent – Signature

June 9, 2020

\_\_\_\_\_  
Date

*Kathy Gallagher, COO*  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

*Laura Richard*

\_\_\_\_\_  
Laura Richard, County Clerk

*COO*  
\_\_\_\_\_  
Title

*June 4, 2020*  
\_\_\_\_\_  
Date

Reviewed by:

*J. Johnson-Minter, MD*

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

Exhibit B: Price Proposal for Team Lead and Nurse Manager

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$650,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert Ed Sturdivant*

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

## Exhibit B:

Price Proposal for Team Lead and Nurse Manager



Price Proposal for Team Lead and Nurse Manager – Fort Bend County

Angel Staffing, Inc.	
Pricing Worksheet	
Position Description	Regular Hourly Rate
Team Lead	\$73.00
Nurse Manager	\$78.50

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

**FIRST AMENDMENT TO  
AGREEMENT FOR CONTINGENCY MEDICAL STAFF SERVICES  
BETWEEN FORT BEND COUNTY AND ANGEL STAFFING INC.  
COVID 19**

This FIRST AMENDMENT TO the AGREEMENT FOR CONTINGENCY MEDICAL STAFF SERVICES BETWEEN FORT BEND COUNTY AND ANGEL STAFFING INC. (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 Angel Staffing Inc. (hereinafter "Contractor"), a non-profit corporation authorized to conduct business in the State of Texas.

**RECITALS**

WHEREAS, on or about April 7, 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 27, 2020:

I. Amendments

**Section 1. Scope of Services is amended to add Section 1C**

C. 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 for all services as follows:**

B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is four hundred thousand dollars and 00/100 (\$400,000.00). 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 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 four hundred thousand dollars and 00/100 (\$400,000.00) 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 four hundred thousand dollars and 00/100 (\$400,000.00).

**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 with 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.

*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

ANGEL STAFFING INC.

KP George  
KP George, County Judge,  
Emergency Management Director

[Signature]  
Authorized Agent - Signature

05-04-2020  
Date

Kathy Gallagher  
Authorized Agent- Printed Name

ATTEST:  
[Signature]  
Laura Richard, County Clerk

COO  
Title  
May 2, 2020  
Date

Reviewed by:  
J. Johnson-Minter, MD  
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 \$ 400,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]  
Robert Ed Sturdivant, County Auditor

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR CONTINGENCY MEDICAL STAFF SERVICES  
BETWEEN FORT BEND COUNTY AND ANGEL STAFFING INC.  
COVID 19**

THIS AGREEMENT 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 Angel Staffing Inc. (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, extraordinary measures are being taken by the County to contain the novel coronavirus, now designated as COVID-19, and prevent its spread throughout the County , including a declaration of a local state of disaster for public health emergency pursuant to Section 418.108(a) of the Texas Government Code; and

WHEREAS, under Texas Government Code Section 418.1015, the County Judge as the County’s Emergency Management Director, serves as the Governor’s designated agent in the administration and supervision of duties under Chapter 418; and

WHEREAS, the County Judge, under the authority granted to the Governor pursuant to Section 418.016 of the Texas Government Code, and Annex M, Section IV. A. 5 (a) of the County’s Basic Emergency Operations Plan, may use all available local government resources to respond to the disaster and temporarily suspend statutes and rules, including those relating to purchasing and contracting, if compliance would hinder or delay actions necessary to cope with a disaster; and

WHEREAS, in response to the COVID-19 public health emergency, the County Judge hereby temporarily suspends the following purchasing and contracting requirements: (1) that power and jurisdiction over all County business be exercised by Commissioners Court per the Texas Constitution Article 5, Section 18 (b) and (2) that an agreement (which would include an amendment to an agreement) be presented to Commissioners Court for approval as required by Section 9.2.12 of the Fort Bend County Purchasing Manual which was last amended March 5, 2019.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and undertakings herein contained, the Parties agree as follow:

## **AGREEMENT**

### **Section 1. Scope of Services**

- A. Contractor shall render Services in accordance with Exhibit A to this Agreement. Exhibit A was submitted in response to Fort Bend County Solicitation RFP 17-030 but this Agreement is not entered into pursuant to RFP 17-030 because Contractor affirms and agrees to perform the services in Exhibit A with regard to the COVID-19 public health emergency and to comply with the federal clauses in Section 26 of this Agreement which were not part of the Solicitation. Contractor further agrees to require all of their staff to comply with Federal documentation requirements administered by the County.
- B. Contractor understands and agrees that this Agreement is for contingency medical staff services and therefore Contractor is not guaranteed that County will require a minimum level of service or even any services at all. Contractor will only provide Services to the extent requested by County and only at the levels specified by County.

### **Section 2. 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. All 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.

### **Section 3. Compensation and Payment**

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is \$150,000.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. 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.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable

to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

- D. Mutually approved travel and mileage expenses incurred in the performance of required services will be compensated only in accordance with the County's Travel Policy, a copy of which is attached as Exhibit B to this Agreement.

**Section 4. 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 \$150,000.00 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 \$150,000.00.

**Section 5. 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 6. Termination**

- A. This Agreement is effective as of March 16, 2020 and will expire December 30, 2020 unless sooner terminated by a party in accordance with the Termination provisions below. This Agreement may be renewed under the same terms, conditions and pricing if agreeable to the Parties.
- B. Termination for Convenience: Either Party may terminate this Agreement at any time upon forty-eight (48) hours written notice.
- C. 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.
- D. 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 6A 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.
- E. 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 7. 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 8. 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 9. 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 in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  2. 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.
  3. 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.
  4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies 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 the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.

- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

**Section 10. Indemnity**

- A. **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.**
- B. Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.
- C. Contractor's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- D. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.
- E. The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.
- F. Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Contractor's operations. Such provisions shall be in form satisfactory to County.
- G. Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

## **Section 11. 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 Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

#### **Section 12. 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 13. 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  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: Purchasing Agent  
301 Jackson Street, Ste. 201  
Richmond, Texas 77469

Contractor: Angel Staffing Inc.  
Attn: Kathy Gallagher, RN, COO  
1202 E. Sonterra Blvd. Ste. 501  
San Antonio, TX 78258

C. Notice is effective only if the party giving or making the Notice has complied with subsections 13(A) and 13(B) 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. Third Party Beneficiaries**

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

**Section 20. 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 21. 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.

**Section 22. 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 23. Conflict**

- A. If there is a conflict between the terms of this document and the Attachments to it, the terms of this document overrides all Exhibits.
- B. With regard to conflicts between the Exhibits, Exhibit B overrides Exhibit A.

**Section 24. 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 25. 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 26 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.
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:

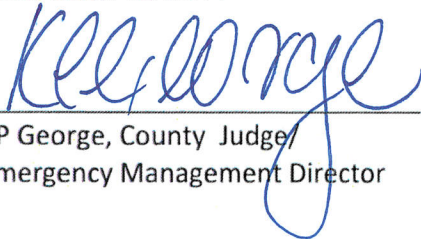
1. Placing small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that it solicits small and minority businesses and women’s business enterprises whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks 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 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.
- 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.

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 7 day of April, 2020.

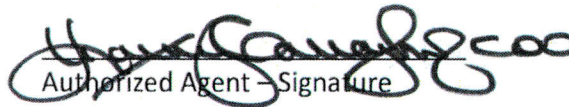
FORT BEND COUNTY

  
\_\_\_\_\_  
KP George, County Judge/  
Emergency Management Director

4-7-2020

Date

ANGEL STAFFING INC.

  
\_\_\_\_\_  
Authorized Agent – Signature

Kathy Gallagher  
\_\_\_\_\_  
Authorized Agent- Printed Name

COO  
\_\_\_\_\_  
Title

April 7, 2020  
\_\_\_\_\_  
Date

Reviewed by:

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

Exhibit A:                Scope of Services  
Exhibit B:                County Travel Policy

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 150,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

**EXHIBIT A**  
**SCOPE OF SERVICES**

# Medical Staffing for Public Health Emergency Response for Fort Bend County



**RFP Response to RFP 17-030 November 22, 2016**

**SUBMITTED BY:**

---

Angel Staffing, Inc.

POC: Kathy Gallagher, COO

1202 E. Sonterra, Suite 501

San Antonio, TX 78258

Email: [Kathy@angelstaffing.net](mailto:Kathy@angelstaffing.net)

**SUBMITTED TO:**

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Fort Bend County Attn: Cheryl Krejci, CPPB

Attn: Senior Buyer

Fort Ben County Travis Annex

301 Jackson, Suite 201

Richmond, TX 77469

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## EXECUTIVE SUMMARY

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*“It is not the critic who counts; not the man who points out how the strong man stumbled, or where the doer of deeds could have done better. The credit belongs to the man who is actually in the arena.” – Theodore Roosevelt*

### 1 INTENT

Angel Staffing is a veteran-owned, service-disabled, 8(a) certified, woman-owned small business providing healthcare staffing and employment services. We have a large presence in the healthcare community and due to our ability and understanding of the healthcare industry; Angel Staffing is the largest locally owned staffing corporation focusing exclusively on medical professionals. Angel Staffing has earned a reputation, in both the federal and commercial markets, for excellence by diligently providing a pool of candidates poised to respond not only to the day to day requirements of a contract, but also when unusual staffing needs or circumstances occur. Our disaster response teams sometimes find themselves within the theater, aiding those in need, and providing comfort to anyone affected by a natural or man-made disaster.

### 2 PROPOSAL

Angel Staffing coordinates the deployment of healthcare professionals in response to man-made and natural disasters in the State of Texas and nationally. Our disaster response teams have responded to catastrophic events such as the earthquake in Haiti; Hurricanes Katrina, Dolly, Gustav, Ike and Alex; H1N1 immunization project; 2011 Alabama tornados; and the Bastrop fires in Texas. We work hand-in-hand with the Texas Department of Health and Human Services, American Red Cross, Medical Reserve Corp and local Health Departments across the state. With immediate mobilization our professionals are ready to assist.



At Angel Staffing we pride ourselves on the integrity, respectability and dependability of our staff and of each healthcare professional we place for our clients. Our mission is to earn your trust through unparalleled customer service, accountability and commitment to the medical staffing industry. Angel Staffing is committed to linking experienced and qualified medical professionals with top medical treatment facilities to enrich the healthcare industry and ensure patients receive the most competent and compassionate care available. Our goal is to provide medical staffing services for any public health emergency.

Currently, our Company performs staffing and employment services to more than 30 facilities with our service areas covering the entire State of Texas and 27 additional states plus the Territory of Guam. Angel Staffing has enjoyed unprecedented success in the services we provide to both Government and private clients since our inception in September 2002. Angel Staffing has

established itself within the medical community, both regionally and nationally, as an exceptional medical staffing firm.

Angel Staffing’s strong presence in the healthcare community coupled with our demonstrated ability to successfully address challenges in providing the best possible workers available in every position has assisted us in becoming a staffing industry leader. To mitigate common industry problems, Angel Staffing business approach includes elements to attract, train, hire, and retain qualified personnel to meet all our awarded program requirements.



Angel Staffing has a well-developed resume bank of candidates for medical professionals and medical support to include administrative and logistical professionals. Currently we have an active database of over 200,000 candidates including RNs, LVNs, MDs, PAs, NPs, Medical Clerks, MRTs, OTs, PTs, Speech Therapists, Administrative personnel and many more who are actively pursuing employment with our corporation. Angel Staffing is dedicated to our employees and the mission to provide exceptional performance on our awarded programs and we proudly maintain a less than 1% turnover overall for our contracts.

In order to ensure only qualified candidates are presented to our customer, Angel Staffing has experienced employees available to verify our credentials. Under the direction of the Director of Human Resources, our credentialing staff act as the liaison between Angel Staffing and the Disaster Response team to ensure they meet all qualifications and requirements as indicated by Fort Bend County. Angel staffing has very high standards, so our healthcare professionals must have at least one year experience in their certification. As part of our hiring process, our healthcare professionals complete a formal interview, qualification testing, a comprehensive background check, drug screen, credentialing to include ICS courses as the courses relate to their specialty, and formal Angel Disaster Response training to include policies and procedures as requested by Fort Bend County.

The following is a short list of some of the medical professionals that we currently staff:

<b>Certified Registered Nurse Anesthetists (CRNAs)</b>	Licensed Vocational Nurses (LVNs)	Medical Records Technicians (MRTs)
<b>Medical Doctors (MDs)</b>	Physician Assistants (PAs)	Respiratory Therapist (RTs)
<b>Surgical Suite Staff</b>	Medical Transcriptionist	Registered Nurses (RNs)
<b>Physical Therapists (PTs)</b>	Certified Nursing Assistants (CNAs)	Medical Assistants (MAs)

**Nurse Practitioners (NPs)**

Occupational Therapists  
(OTs)

Speech Therapists (STs)

Angel Staffing prides ourselves on utilizing both new and proven approaches in providing our services, which will enable us to significantly exceed performance or capability standards of the solicitation. Our management model ensures a cohesive structure which will ensure all requirements of the solicitation will be accomplished in an effective, efficient and customer-focused manner. Our strong performance history and proven management structure allows Angel Staffing to provide Fort Bend County with peace of mind in knowing services will be provided immediately. With Angel Staffing, Fort Bend County will receive a company who intimately understands the healthcare field, operational policies and requirements of disaster response.

Our Company not only has the experience to provide medical staff, we have medical staff who are trained to respond to any public health emergency, and are ready to attend to patients at a moment's notice. We have proven our capability time and again. Our past performance on both small and large scale staffing programs has surpassed contract expectations and Angel Staffing consistently provides a fill rate in excess of 98% and a turnover of less than 1%. Our proven success lies within these statistics and our special projects.

As part of our capabilities, we have responded to a number of special projects, some of which required the immediate mobilization of Angel Disaster Response.

*We are always eager to support special projects, and our capabilities are limitless. Our list of special projects includes:*

- CDC H1N1 research study.
- H1N1 vaccination project (Provided nurses to run the DSHS call center, to administer vaccinations statewide and to assist in the after action review and planning of mass prophylaxis).
- Medical Staffing for sheltering (both functional needs and general population), evacuation triage and evacuation transport during Hurricanes Katrina, Dolly, Gustav, Rita and Alex.
- Haiti earthquake response where we assisted Loma Linda University staff their sponsored hospital with a variety of MDs, RNs, and Paramedics. We continue to support an orphanage in Haiti and various other organizations who require medical support there.
- Alabama Tornados of 2011 (Provided several volunteer medical providers to assist with sheltering, we sponsored families and assisted them with their emotional, physical and financial needs).
- Annual flu incentive programs statewide.
- Private and federal government staffing for both acute and long term medical facilities.
- Various medical research studies.

Angel Staffing is pleased to provide the County of Fort Bend, Texas with our proposal submission, which will successfully demonstrate our ability to not only meet, but exceed all program objectives. We have a loyal group of medical professionals not only because we invest in their education and retention but because we promote comprehensive employee satisfaction. Angel Staffing is unique in that we seek our partnerships with various volunteer organizations such as the American Red Cross, Medical Reserve Corp, and CERT in order to keep our responders engaged during the “disaster down time”. Angel Staffing health care professionals are not only experts in their fields with a plethora of certifications and lifesaving skills they are also friendly, empathetic and compassionate caretakers.

## 2.1 REFERENCES

### **PAST PERFORMANCE REFERENCE #1, ANGEL STAFFING, INC., WHMC NURSING SERVICES.**

<b>Past Performance Reference 1</b>	
<b>Contractor Delivering Services:</b>	<b>Angel Staffing, Inc.</b>
<b>Contract/Task Order Number:</b>	FA3047-08-D-0012
<b>Company/Agency Receiving Services:</b>	Wilford Hall Medical Center, Lackland AFB, TX
<b>Customer Point of Contact Information:</b>	Johnie Johnson – Contracting Officer - Retired

<b>Address:</b>	U.S. Army Medical Command Center for Health Care Contracting
<b>Phone Number:</b>	210-313-4568
<b>Email Address:</b>	cmsgtjay@sbcglobal.net
<b>Description of services:</b>	288 Nursing and Ancillary FTE positions

**PAST PERFORMANCE REFERENCE #2, ANGEL STAFFING, TEXAS DSHS, HEALTH RELATED MEDICAL SERVICES.**

<b>Past Performance Reference 2</b>	
<b>Contractor Delivering Services:</b>	<b>Angel Staffing, Inc.</b>
<b>Contract/Task Order Number:</b>	2014-045552 001
<b>Company/Agency Receiving Services:</b>	Texas Department of State Health Services
<b>Customer Point of Contact Information:</b>	Mr. Bruce Clements
<b>Address:</b>	1100 West 49th Street Austin, Texas 78756
<b>Phone Number:</b>	(512) 776-7126 (office)
<b>Email Address:</b>	bruce.clements@dshs.state.tx.us
<b>Description of services:</b>	Health Related Medical Services

**PAST PERFORMANCE REFERENCE #3, ANGEL STAFFING, CLINICAL ACQUISITION FOR SUPPORT SERVICES**

<b>Past Performance Reference 3</b>	
<b>Contractor Delivering Services:</b>	<b>Angel Staffing, Inc.</b>
<b>Contract/Task Order Number:</b>	The Clinical Acquisition for Support Services (CLASS) FA8053-12-D-0036
<b>Company/Agency Receiving</b>	The United States Air Force
<b>Customer Point of Contact Info:</b>	Mr. David Green – Program Manager
<b>Address:</b>	2776 C. Street, Area B, Bldg 6, Rm. 200 WPAFB, OH, 45433
<b>Phone Number:</b>	937-255-1243
<b>Email Address:</b>	david.green.49@us.af.mil
<b>Description of services:</b>	Health care workers for direct patient care at Air Force MTF's nationwide.

**PAST PERFORMANCE REFERENCE #4, ANGEL STAFFING, CHSI**

<b>Past Performance Reference 4</b>	
<b>Contractor Delivering Services:</b>	<b>Angel Staffing, Inc.</b>
<b>Contract/Task Order Number:</b>	SA-14-041
<b>Company/Agency Receiving Services:</b>	Comprehensive Health Services

<b>Customer Point of Contact Information:</b>	Jessica Trippleton – Program Manager
<b>Address:</b>	8810 Cape Canaveral, FL 32920
<b>Phone Number:</b>	321-536-6567
<b>Email Address:</b>	jtrippleton@chsmedical.com
<b>Description of services:</b>	Sheltering and special project staffing services

### **3 AGREEMENT PERIOD**

Angel Staffing agrees to keep our prices and this proposal response effective for 120 day from November 22, 2016. Angel staffing will comply with the terms of the agreement as stated in the RFP for the period ending September 30, 2018 and renewable annually through September 30, 2022. Should angel staffing need to terminate the agreement, we will comply and give thirty (30) days written notice of our intent to terminate the contract.

Angel staffing understands that the terms of this agreement is subject to the availability of funds as appropriated by the juvenile probation budget.

## **4 INSURANCE**

4.1 ANGEL STAFFING'S CERTIFICATE OF INSURANCE STATING COVERAGE IS INDICATED IN SECTION 4.2

4.2 CERTIFICATES OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/21/2016

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

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

<b>PRODUCER</b> TIA - TCOR, LLC 8000 IH 10 West #950  San Antonio TX 78230		<b>CONTACT NAME:</b> Elyoune Cantu <b>PHONE (A/C, No, Ext):</b> (210) 428-2500 <b>E-MAIL ADDRESS:</b> ElyouneCantu@tia-group.com <b>FAX (A/C, No):</b> (210) 428-2501	
<b>INSURED</b> Angel Staffing, Inc. 1202 E. Sonterra Blvd Suite 501 San Antonio TX 78258		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Evanston Insurance Company</b> NAIC # 35378 INSURER B: <b>QBE Insurance Corporation</b> INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1651308684 REVISION NUMBER:

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

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			[REDACTED]	2/28/2016	2/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ Included Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			[REDACTED]	2/28/2016	2/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			[REDACTED]	4/7/2016	4/7/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			[REDACTED]	2/28/2016	2/28/2017	Limit of Liability Each Claim 1,000,000 Aggregate Limit 3,000,000

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

<b>CERTIFICATE HOLDER</b>  For Information Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Ben Reedy/CANTUE
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ACORD 25 (2014/01)  
INS025 (201401)

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## 5 INDEMNIFICATION

In accordance with Fort Bend County's statement, *"Respondent shall save harmless county from and against all claims, liability, and expenses, including reasonable attorney's fee, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants, or employees,"* and Sections 5.1- 5.7, Angel Staffing will comply with the indemnification clause.

## 6 FUNDING

Angel Staffing has developed comprehensive procedures for both mobilization and demobilization of services following an incident requiring activation of services. A highly detailed bill will be provided to Fort Bend County, as noted in the RFP, showing the number of staff, hours worked and expenses incurred (i.e. travel expenses) to support the incident.

Angel Staffing understands travel expenses will only be applied to responders traveling more than 50 miles from responder(s) homes and will comply with those rates in the County's Travel Policy.

## 7 VENDOR QUALIFICATIONS

Angel Staffing certifies that it is a duly qualified, capable, and otherwise bondable business. Our company has not filed for bankruptcy. We also certify that we do not owe any back taxes within Fort Bend County.

## 8 REQUIREMENTS

### 8.1 SPECIALTIES/ SKILL SETS

Angel Staffing maintains a strong and effective retention, recruiting and placement system, for RNs, LVNs, *Paramedic/EMT, C.N.A./ M.A., and Administrative Clerks* specifically designed to secure the qualified personnel necessary to deliver exceptional performance. We require all potential employees, incumbent or otherwise, to go through a stringent and well-defined hiring process to ensure they are qualified, motivated, and well-suited to perform all required tasks.

Angel Staffing's business approach is based upon proven methods and collectively presents the Government with an approach that mitigates risk, costs and program failure. We strive to provide employees who are on the cutting-edge of their field by offering a competitive wage rate, ongoing

and continual training, and an employee incentive package which includes medical benefits, bonuses and continuing education course

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### 8.1.1 MEDICAL STAFFING & RECRUITMENT

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Our employees are required to comply with contract requirements and company employment procedures at all times during performance on awarded programs. These procedures mandate that all qualified applicants be considered for employment based upon skills, experience, and other vital requirements such as licensure and certification requirements. Angel Staffing offers in-depth staffing capabilities to ensure qualified personnel are available to meet all contractual requirements. Our objectives are to employ a competent, motivated work force and to retain qualified, long-term personnel to enhance productivity and continuity of services.

Furthermore, we actively seek contract personnel for all available positions by using the recruiting methods described below and shown in our recruiting process, illustrated in *Figure 1-1 Recruiting Process*.



Figure 1-1, Recruiting Process

All Angel Staffing contract personnel are required to sign an employee agreement prior to placement which encompasses Angel Staffing’s employment policy. The Program Manager (PM) will go over all terms of the contract and expected performance standards of the Performance Work Statements (PWS). This policy serves as a valuable tool for communicating expectations up front and provides for professional accountability. Another important aspect of this employee agreement is that every employee is expected to provide a two (2) week notice, in writing, if they intend to vacate a position. This policy allows Angel Staffing the necessary time to fill positions should they become open and ensures we maintain at least a 98% fill rate at all times during contract performance.

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## 8.1.2 ANGEL STAFFING RECRUITMENT APPROACH

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Angel Staffing utilizes proactive recruiting styles which are measurable, defined and dynamic. As potential contract personnel are identified and screened by our Recruitment Specialists, our Credentialing Specialists concurrently perform prime source verification of professional certifications, education, licenses, references, and criminal background history as these documents are received. If a selected candidate does not pass the rigorous credential process, this two-pronged approach ensures back-up candidates and allows for the placement of high quality healthcare professionals in the shortest time possible.

Our Recruitment Specialists have expert knowledge in what recruitment mediums work best to obtain prime candidates for open positions prior to award commencement in all markets. Angel Staffing employs the following recruitment methods to identify and qualify the greatest number of candidates for the specialties required by this solicitation:

### *On-Line and Print Advertisements & Marketing*

Angel Staffing utilizes both online and published media outlets to recruit qualified personnel for position vacancies with great success. In addition to our corporate websites, Angel Staffing, has and will, continue to place advertisements on a variety of established job sourcing websites.

The use of both print and online job recruitment postings increases the exposure of the position to local candidates and has proven to be a wonderful resource to attract candidates outside of our database. Angel Staffing will continue to utilize these methods in order to increase our applicant pool as necessary.

### *Email & Cold Call Campaigns*

Angel Staffing utilizes a national database of qualified medical professionals in all specialties for further recruiting opportunities. This mass marketing effort increases exposure for vacant positions and assists our Company in providing well-qualified and diverse medical professionals. Angel Staffing routinely sends out emails to more than 100,000 medical professionals who have provided their contact information and are actively seeking employment.

In addition to the email campaigns, Angel Staffing employs a systematic cold-call campaign which increases our candidate pool. By utilizing a proprietary database containing the contact information for more than 70,000 healthcare professionals nationally, including those specialties required for the successful operation of this program, we are able to reach candidates who expressed a direct interest or referred a colleague for further discussion.

### *Local Job Fair & Targeting Facilities in the Marketplace*

To complement our active recruitment strategy, Angel Staffing participates in local job fairs to further attract qualified candidates. Job fairs allow potential applicants the chance to present their resume for initial screening, as well as complete an application to begin the credentialing process. Angel Staffing has used this strategy with great success in the past and have been able to identify candidates

which previous recruitment efforts may have missed. After the start of any contract, and as necessary, we will continue job fairs to maintain a qualified pool of potential candidates and to obtain updated market pay rates so adjustments to compensation can be made as needed.

Angel Staffing has the ability to identify key facilities nationwide which will serve as a focal point in our recruitment process and assist in identifying qualified candidates. Through existing contracts Angel Staffing provides staffing to more than 40 Government and private medical facilities, demonstrating our familiarity in staffing a variety of locations and medical settings.

Angel Staffing’s processes for recruitment, verification of personnel documentation, and our background verification process are all based on methods which we employ on all awarded programs. We provide an ongoing and evolving recruitment process which encompasses our proven history, contract criteria and timelines.

## 8.2 WAGES, EXPENSES, BENEFITS, AND TAXES

### *Compensation Structure*

Angel Staffing ensures all of our positions pay rates are at or above the 75th percentile of market pay rates in the region. Angel Staffing utilizes regular market adjustments as well as merit-based pay increases for high performing candidates to ensure that pay rates remain competitive within the market.

	RN	LVN	EMT	C.N.A./MA	Administrative Clerks
<b>Hourly Rate</b>	\$67.00	\$56.00	\$60.00	\$35.00	\$35.00
<b>OT Rate, over 40 hours worked in one week</b>	1.5x base rate	1.5x base rate	1.5x base rate	1.5x base rate	1.5x base rate

**\*\*Travel expenses will apply to responders traveling more than fifty (50) miles from responders home. Travel will be coordinated by Angel Staffing, Inc. Reimbursement shall be provided by Fort Bend County Health & Human Services to Angel Staffing, Inc. in accordance with the provisions stated herein. Payment shall be based on hourly rates for each Contractor Staff title specified in the Title and Rate Table. Travel expenses should not exceed the travel rates for state employee travel, and stated administrative services. – State of Texas approved travel rates are at this link – <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php>**

### *Rewards Program*

Our employee rewards program is designed to recognize individual contributions to Angel Staffing and to our clients on a variety of levels. Employee-added-benefit value for family vacations and cash awards are examples of our formal employee recognition programs. Angel Staffing also provides the “Halo Award” as a special recognition for performance by our employees above and beyond the scope of duty. The “Halo Award” seeks to promote excellence by recognizing employees that exemplify the highest standards.

### 8.3 TAXES, BENEFITS, AND COMPENSATION CLAIMS

Angel Staffing will pay, withhold and transmit payroll taxes; administer company benefits and handle all compensation claims involving assigned employees.

### 8.4 STAFFING SCHEDULES, INCURRED COSTS, & OTHER REPORTS AS DETERMINED BY FORT BEND COUNTY HEALTH & HUMAN SERVICES

Angel Staffing agrees to generate and will deliver any and all reports as set forth to include, but not limited to, staffing schedules, incurred costs, and other reports determined relevant to emergency response activities.

### 8.5 BACKGROUND CHECKS & CREDENTIALING

Our recruiting teams screen each candidate via phone, which includes in-depth inquiry into the candidate's past and experience. Once the candidate has passed this initial screening, their information is submitted to the credentialing departments to perform initial checks on each candidate including: (1) checking the status of applicable state licensure, (2) running an Office of the Inspector General (OIG) inquiry, (3) running an Excluded Parties List System (EPLS) check, (4) performing a criminal history background check, (5) verifying board certification (when applicable) and (6) running any recruited providers through the National Practitioner Data Bank (NPDB).

#### 8.5.1.1 CLINICAL SCREENING

If a candidate passes the initial screening, their information is then forwarded to our Director of HR and/or site specific Project Manager (PM) to conduct an additional phone screen. This screening provides an independent assessment of the clinical qualifications of all submitted Ancillary professionals for additional assurance that the candidate can perform at the level required by the contract. If the Director of HR, or PM is satisfied that the candidate is suited to perform the required duties, our Credentialing Department will begin the remaining steps to complete the pre-employment packet for submission

#### 8.5.1.2 CREDENTIAL PROCESS

Credentialing will perform primary source verification of all credentials that are required by the RFP for Fort Bend County. Angel Staffing follows all guidelines established by Occupational Safety and Health Administration (OSHA). At a minimum, Angel Staffing requires that every candidate fulfills the standards below and have satisfactory outcomes to be considered for employment with Angel Staffing. For Advanced level practitioners with Privileges, credentialing will include current Drug Enforcement Agency (DEA) certificate or Controlled Drug Substance number as appropriate. All candidates licensure must be unrestricted and be without any pending action. The candidate's profile packet will include the following at a minimum:

<i>Criminal Background Check</i> <i>Violent Sexual Offender &amp; Predator Search</i> <i>OIG list of Excluded Parties list</i>	<i>Annual Heal Assessment/Screening</i> <i>Proof of Immunizations:</i> <i>Hepatitis B</i>
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<i>Government Suspects list</i> <i>Pre-employment 10 pan drug screen</i> <i>Random Drug screen policy</i> <i>Licensure Verification &amp; Tracking Program</i> <i>Certification Verification &amp; Tracking Program</i> <i>Reference Checks</i>	<i>MMR</i> <i>Varicella</i> <i>PPD within the past 12 months or chest x-ray</i> <i>Patient Privacy Agreement</i> <i>HIPAA In-Service</i> <i>Employment Verification, Education Verification</i>
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Any "red flags" found in the credentialing process are immediately brought to the attention of our Director of HR. "Red Flag" issues will be investigated by discussing the new information with the candidate and requesting additional information from outside sources. The results of this investigation will be brought forth to all parties for consideration and a decision to "proceed" or "drop" the candidate from further consideration will be made.

### 8.5.1.3 CREDENTIAL MONITORING/TRACKING:

After the initial qualification, Angel Staffing will track clinical certifications that expire like licenses, yearly immunization or health screenings, certifications and ACLS/BCLS to ensure that they are maintained in a current status at all times. When the employee is hired, data about their licenses and certifications (such as expiration date) are logged into our credential tracking system. This tracking system generates alerts to advise of any expiring credential and the need to send recertification or renewal. As an additional quality check, Angel Staffing conducts routine examinations of the Department of Health & Human Services' OIG list to ensure that no sanctions for fraud and abuse against the Government have been levied against any current employees. This OIG check is done on a quarterly basis.

Angel Staffing employs a full time Compliance Officer and support compliance team dedicated to Compliance and Credential tracking;

## 8.6 CONTINUOUS SUPPORT

Angel Staffing provides a 1-800 number that is monitored twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year which allows customers and employees direct access to an on call staffing coordinator. Angel Staffing's Director of Nursing and Disaster Response, Disaster Response Coordinators and Medical Director carry cell phones which are closely monitored at all times.

Angel Staffing has and maintains an active equal opportunity policy.

Angel Staffing has a systematic quality control process covering every aspect of our operation. We continuously operate our plan leaving an established system that allows for monitoring, analyzing, improving our contract performance, and correcting potential deficiencies before they impact contract performance. Additionally, our QCP ensures that all of our Health Care Providers (HCPs) participate in our continuous improvement processes, and comply with quality management/process improvement activities as well as OSHA performance elements.

## 8.7 TRAVEL

All travel arrangements for Medical Staffing for Public Health Emergency and any reimbursement will be coordinated through Angel Staffing.

**EXHIBIT B**  
**COUNTY TRAVEL POLICY**

# Annex B

## Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

### CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

### OUT OF STATE TRAVEL:

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

### LODGING (In and Out of State):

#### Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

[http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=print-radio&utm\\_term=perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts) based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: [https://portal.cpa.state.tx.us/hotel/hotel\\_directory/index.cfm](https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm) (be sure to check the correct fiscal year).

**Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.**

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

**Additional fees allowable:** Self-parking

**Additional fees allowable with justification:** Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

**Fees not allowable:** Internet, phone charges, laundry, safe fees

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

**Changes/Modifications to Reservation** – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

**County Exemption Status** – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

## MEALS:

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

**Late Night Arrival** – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

**Day trips:** Meals will not be reimbursed for trips that do not require an overnight stay.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

## TRANSPORTATION:

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**Allowable expenses:** Parking and tolls with documentation.

**County Vehicle:** Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

**Allowable expenses:** Parking and tolls with documentation required.

**Airfare:** Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

**Allowable Expenses:** Bag fees. Fare changes are allowable if business related or due to family emergency.

**Unallowable Expenses/Fees:** Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's [REDACTED] The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

**Enterprise:**

● [REDACTED]  
● [REDACTED]  
● [REDACTED]

**Avis:**

● [REDACTED]  
● [REDACTED]

**Unallowable Fees/Charges:** GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

**Allowable expenses:** Parking and tolls allowed with documentation.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Gratuities:** Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**REGISTRATION:**

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

**Procurement Card:** The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

**TRAVEL REIMBURSEMENT FORM:**

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

**EXCLUSIONS:**

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.