

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND TEAM1MEDICAL
FOR CONTINGENCY MEDICAL STAFF SERVICES
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 Team1Medical Staffing, an Affiliate of The Reserves Network 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 provide staffing in support of the County's response to the COVID-19 pandemic. Services shall be at the direction of the Fort Bend County Director of Health and Human Services or her designee and performed in accordance with the Scope of Services, attached hereto as Exhibit A, and incorporated by reference. To facilitate the delivery of services, County shall provide all necessary (as determined by the Fort Bend County Director of Health and Human Services) personal protective equipment (PPE) for Contractor's personnel performing services under this Agreement.
- 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 if requested by County and only at the levels specified by County.
- C. Contractor will require all of their staff to comply with Federal documentation requirements administered by the 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 \$375,000.00. 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 detailing the tasks, hours and 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.

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 \$375,000.00 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 \$375,000.00.

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 upon signature of both Parties and will expire on the 120th calendar day thereafter, 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 five (5) days 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 screening 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 forty eight (48) hours 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 services administered under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice 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 sever 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: Team1Medical
An affiliate of The Reserves Network
2401 Fountain View Drive, Suite 800
Houston, Texas 77057
Attn: Laura Bowen, CTS President

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

Conflicts between documents shall be resolved in favor of this Agreement over the attached 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. Energy Policy and Conservation Act – Contractor agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).
- E. 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.
- F. 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.
- G. 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.
- H. 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>.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

- O. 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.
- P. 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.
- Q. 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.
- R. 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.

- S. 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.
- T. 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.
- U. 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.
- V. 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 ____ day of _____, 2020

FORT BEND COUNTY



KP George, County Judge,
Emergency Management Director

TEAM1MEDICAL STAFFING,
AN AFFILIATE OF THE RESERVES NETWORK INC.



Authorized Agent – Signature

May 15, 2020
Date

Laura Bowen
Authorized Agent- Printed Name

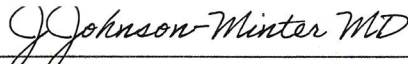
ATTEST:



Laura Richard, County Clerk

President
Title
May 13, 2020
Date

Reviewed by:




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

Exhibit A: Scope of Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of ~~\$375,000.00~~ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert E. Sturdivant, County Auditor

Exhibit A: Scope of Services



FORT BEND COUNTY PROPOSAL



Team1Medical Staffing
2401 Fountain View Drive, Suite 800
Houston TX 77057
713-590-2987

May 5, 2020

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SCOPE OF SERVICES

Team1Medical’s Philosophy

Team1Medical’s process is based on a simple “Partner for Life” mentality where accountabilities for the success of our service commitment to your facility is ongoing and at all levels of our organization.

At Team1Medical Staffing, everyone from our President to Recruiter, all play an integral role in our ongoing service model. Most importantly, Team1Medical understands your needs change as our partnership changes. Therefore, as with all processes, it is important to re-engineer and reevaluate at all times for continuous improvement.

We measure our success by the results we deliver for you:



OUR CORE VALUES

- Operate business and life with honesty and integrity.
- Treat everyone with dignity and respect.
- Have a team-driven environment that is positive, fun and professional.
- Know that excellence is not an event...it’s a habit!

WHAT MAKES US DIFFERENT?

- Our award-winning service is built through referrals and relationships.
- Our certified industry experts connect top talent with top companies.
- We are solution-focused with our client-partner approach.
- Our determination and dedication have driven results for over 30 years!

Approach & Methodology

Team1Medical employees are screened, tested, and receive an extensive pre-employment assessment and background evaluation. Candidates are evaluated for fit in skill sets, corporate culture, work style and interpersonal fit. We believe this provides you with personnel that will exceed your expectations. If for any reason an employee does not meet your expectations, Team1Medical will adhere to the contract standards of the vendor's guarantee.

Services

WHAT WE DO



DIRECT HIRE

Looking for full-time employees? We help you shorten your search, reduce hiring risks, and find that "successful match."



TEMP-TO-HIRE

A low-risk option if you would rather evaluate a candidate's job performance before extending an offer.



PRN

Temporary placements support your short-term staffing needs and accommodate business cyclicity.

HOW WE DO IT

RECRUITING

Finding top talent has never been more important. With over 30 years' experience in the Houston market, we use our extensive referrals, professional organizations, social media, and other sources to uncover the best active and passive candidates in each industry we serve.

BACKGROUND CHECKS

Each Team1Medical candidate is thoroughly background-checked. This saves you time and money and enables you to hire with confidence.

TALENT PLACEMENT

To ensure successful hires, we offer culture matching, orientation, onboarding support, and other customized services.

CLIENT-FOR-LIFE PHILOSOPHY

We value our client relationships above all else. Because your satisfaction is so important, we provide accountability for our placements.

LICENSE VERIFICATION AND CREDENTIALING

This search verifies licenses, certifications and credentials earned and awarded. It also verifies date received, status, standing, expiration date, and any other pertinent information.

RECRUITING & SCREENING PROCESS

Candidates participate in an extensive pre-screening and interviewing process. Each candidate receives an evaluative, in-depth interview prior to referral. All applicants furnish three business references regarding past work experience, which are evaluated for relevant work history and tenure. Criminal investigations are conducted on all candidates and testing is conducted to fit the job specification. Other diagnostic and evaluative tools may be administered at the request of the client. The identification and selection processes *are tailored to meet individual job and client specifications*.

Standard Pre-Employment Verifications

EMPLOYMENT VERIFICATION

This report is compiled by contacting previous employers using a two-step process that includes an HR employment verification and supervisor/business reference interview. This report provides verification of dates of employment, position and salary from a

credible source. The second contact is an interview on past/present job performance including questions regarding customer/employee relations, compliance with company policies, challenges in managing, technical and organizational skills, areas excelled and areas of needed development, ability to meet deadlines, reason for termination, rehire status, job performance rating and interviewee's personal overview.

EDUCATION VERIFICATION

This report verifies high school diploma, GED, college degree or college enrollment for one institution. All education verifications are electronically routed to an Education Research Administrator in the employment/education research department. The application and resume are reviewed to determine the appropriate school to verify based on the client's protocol. If no specific protocol is set, the highest degree earned will be verified.

SKILL EVALUATIONS

Testing is administered to all prospective employees for the evaluation of required skills. Team1Medical uses eSkill testing, which can be administered in our offices or sent online to the applicant's home computer. Over 1500 evaluations are available including the following categories: Primary Skills, Software Testing, Accounting/Finance, Healthcare, IT/Technical and specialized testing.

PROFESSIONAL LICENSE VERIFICATION

This search verifies license/certifications earned or awarded. It also verifies date received, status, standing, expiration date, and any other pertinent information.

Credentialing and Onboarding

Prior to a Team1Medical employee starting any assignment with an organization, the following pre-employment criminal and background investigations are completed with our services:

- OFAC – Office of Foreign Asset Control (US Department of Treasury)
- OIG State – Office of Inspector General – Texas Health & Human Services Commission
- OIG Federal – Office of Inspector General – of excluded individuals and entities
- SAM – System for Award Management
- NSOPW – National Sex Offender Public Website
- Past Employer Reference (Supervisor and/or Peer)
- Professional License/ Certification verification

- Additionally, all clinical employees (including Medical Assistants, Nursing and Diagnostic Imaging Specialists) will have verified Basic Life Support-BLS and/or Cardiopulmonary Resuscitation-CPR credentials.

Drug Screening

Team1Medical currently utilizes Quest Diagnostics for all drug and alcohol testing. As the world’s leader in diagnostic testing, information and services, Quest has capabilities of testing at nearly 2,000 Patient Service Centers across the country. As part of Team1Medical’s Value Added Service, Drug Screening can be performed during the pre-employment screening process at a small fee. Team1Medical hires no candidate who tests positive for alcohol, or prohibited substances.

Skill Evaluations

Testing is administered to all prospective employees for the evaluation of required skills. Team1Medical uses eSkill testing, which can be administered in our offices or sent online to the applicant’s home computer. Over 1500 evaluations are available including the following categories:

Accounting Finance	Primary Skills	Software Testing
Accounts Payable Accounts Receivable Advanced Accounting Auditing Commercial Collections Corporate Tax Accounting Cost Accounting Credit Analyst Credit Management Financial Analysis Financial Management General Ledger Payroll Payroll Clerk Payroll Management Reconciliation	Analytical Skills Bilingual: French, Italian, Spanish Blueprint Reading Business Writing Comparison Skills Data Entry English as a Second Language Filing Financial Math Following Written Instructions Internet Research Skills Mailroom Management Skills Math: several options Grammar & Spelling Punctuation Reading Comprehension Typing	Adobe Pagemaker & Photoshop AutoCAD Corel Presentation, QuatroPro, Word Perfect Crystal Reports FileMaker Pro Great Plains JDEdwards Lotus Microsoft Access, Excel, Outlook, Word, PowerPoint, etc. Peoplesoft Financials, HRMS QuickBooks Pro Quicken SAP
Healthcare	IT/ Technical	Specialized Testing
Dental Healthcare Industry Terminology HIPAA	NET Framework & Programming Active Directory Adobe	Commercial Insurance EEOC Compliance Human Resources Basics

JCAHO LPN/LVN Medical Assistant Medical Billing Medical Claims Medical Collections Medical Records Coding: CPT, ICD-10, ICD-9 Medical Terminology Nursing Assistant Phlebotomy Typing - Medical	C, C++ Programming Code Sample Data Modeling Active Directory Adobe Java Citrix Data Modeling Oracle SQL, Exchange Server	Interviewing & Hiring Basics Marketing Fundamentals Office Management Skills OSHA Purchasing Fundamentals Recruiting Fundamentals Safety in the Workplace Sexual Harassment Shipping & Receiving Clerk Skills Title Insurance Knowledge
--	--	--

Additional testing is available for unique requirements.

INTERVIEW PROCEDURES


As a standard, Team1Medical interviews both candidates and client customers in four broad areas:

1. Interpersonal chemistry
2. Skills and Experience
3. Work style and Work ethic
4. Corporate culture

Most staffing companies place candidates simply on skills and experience, but each of the four areas are critical to staffing success. For example, each customer has a unique corporate culture. During the recruitment and screening process Team1Medical evaluates the candidates' responses to various behavioral questions. These responses provide an insight into matching the candidate to the client and the Department within the client.

92% of ExecuTeam's assigned employees were extended beyond their initial assignment period or hired full-time.

eVerify Information (post-hire due to regulations):

 Effective January 1, 2009, Team1Medical and our subcontractors implemented E-Verify (formerly known as the Basic Pilot/Employment Eligibility Verification Program) into our on-boarding process. E-Verify, an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) provides another level of verification.

TIMESHEETS

Team1Medical processes employee's paychecks on a weekly basis. Direct Deposit is encouraged with each employee to ensure an expedited processing of paychecks. Direct Deposit stubs will be emailed directly to employee and available for download via our online portal. Pay cards are available to employees who do not wish to enroll in Direct Deposit.

Currently 99% of Team1Medical's employees are enrolled in Direct Deposit.

Team1Medical employees are offered two options to receive their payroll checks - Direct Deposit or Pay Card.

Rapid Pay Card

The Rapid Card Pay Card can be used as either a debit or credit card and it can be used to:

- Withdraw cash at ATMs.
- Purchase items anywhere Visa is accepted.
- Get cash back on purchases.
- Transfer funds to other accounts.
- Pay bills.
- Withdraw funds from any bank with your Visa branded pay card.

Pay cards act as a checking account if an employee does not have one.

Direct Deposit

Employees who wish to sign up for Direct Deposit may do so at any time during their employment with Team1Medical. The employee must have either a savings or a checking account to enroll. Team1Medical offers a Credit Union membership for those without a checking or savings account.

BILLING AND INVOICING

Team1Medical utilizes *Avionte*, a fully integrated front and back office developed exclusively for the staffing industry. All information is captured within a Microsoft SQL Server, providing seamless integration between front and back office. As an advantage, this system reduces errors and improves accuracy; therefore, reducing client vendor interface regarding invoicing issues.

Team1Medical's accounting system can provide a wide variety of **customized invoicing** that will include invoicing and timesheet processing by email. Upon the award of the bid, Team1Medical will continue customized invoices for Fort Bend County.

HEALTH BENEFITS

Team1Medical believes employees are a direct reflection of our company's success. For that reason, Team1Medical offers a comprehensive benefit package to each employee on their first date of employment. Offering a benefit program including healthcare options recognizes that Team1Medical envisions a long-term relationship with our employees.

Healthcare benefits are available to all employees immediately after beginning an assignment. There are no limitations in the number of hours an employee must work prior to enrolling in our benefits program.

Benefits in a Card

Team1Medical is pleased to partner with Benefits In A Card to offer insurance benefits. Each of these products were specially selected to keep our employees and their family healthy by providing coverage for those categories that are used the most. Employees can enroll or make changes to benefits up to 30 days after receiving their first paycheck.

Highlights of Stay Healthy (MEC) Benefits and Services

- Benefits only for preventive care
- No Pre-Existing Limitations for Medical
- No Medical Deductibles
- Choice of four family tiers
- 100% coverage for covered services as long as a Multiplan provider is utilized
- Guaranteed Issue for all eligible employees
- Preventative Prescription benefits available through MedTrack

Stay Healthy (MEC) Plans do not constitute comprehensive health insurance (often referred to as "major medical coverage")

Highlights of Insure Plus Benefits

Employees can elect with or without a Stay Healthy (MEC) plan

- Medical Indemnity and Accident Benefits
- No Pre-Existing Limitation for Medical or Hospital Indemnity Plans
- No Medical Deductibles
- Guaranteed Issue for all eligible employees
- Choice of four family tiers
- Prescription benefits available through PharmAvail

- Teladoc telemedicine included
- Benefits for preventive care are included ONLY if Stay Healthy (MEC) is choice with Insure Plus

Additional Benefit Options

Employees do not have to elect Stay Healthy (MEC) to enroll in the following

- 24-hour Group Accident
- Short-term Disability*
- Term-life and AD&D
- Dental
- Vision

Quality Assurance

As a part of Team1Medical's Cycle of Improvement, Team1Medical takes a proactive approach in quality assurance. All of Team1Medical's clients, participate in our Quality Assurance Program. A portion of this program is designed to measure the soft skills and performance of our contingent labor through their assignment.

Customized to fit your requirements, Team1Medical's Quality Control may include:

- Arrival confirmation
- 1st day quality check call
- 1st week evaluation
- Periodic scheduled and unscheduled calls
- Participation in Team1Medical's PERC program (Program for Employee Relations and Customer Service)
- Quality Reviews with Team1Medical's Management team

If during the performance monitoring, we discover areas in which our employees require improvement in order to be totally successful in their position, a Team1Medical staffing specialist will counsel the employee off-site through proven professional methods. However, in the event a termination does occur, Team1Medical will contact the employee after work hours to end the assignment. Simply notifying a Team1Medical representative by phone will ensure receipt of the information for immediate action.

An integral part of our Program for Employee Relations and Customer Service (PERCS) is the Assignment Merit Evaluation. This evaluation is used to monitor the performance of our employee on assignment. This measures primarily soft skills or accomplishments, rated by the temporary's supervisor. The categories measured are: Quality of Work, Dependability, Cooperation, Teamwork, Quality, Productivity, Safety, Initiative, and Personality

On the Macro level, Team1Medical utilizes the process below to continually enhance KPI's (Key Performance Indicators) with the client.

Zero Tolerance Policy

Team1Medical has a zero-tolerance policy on any kind of theft. If such a situation would occur Team1Medical Staff would work closely with Fort Bend County and legal to work towards resolving the situation for all parties concerned. Team1Medical's Errors and Omissions insurance policy would be part of the resolution if that became necessary.

CLIENT SATISFACTION MEASUREMENT PROCESS

Team1Medical Performance Review System (TPRS)

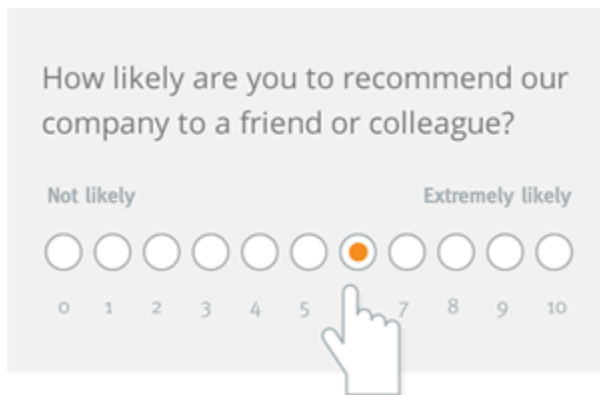
This system enables a periodic review of strategic and operational issues facilitating the assessment of contingent staffing in achieving its mission and strategic goals.

1. The TPRS establishes a framework for measuring, reporting, and reviewing performance against plans established with the client.
2. During this process each business unit identifies, defines, and tracks the essential elements of its performance.
3. The TPRS provides the opportunity to identify areas where revisions are necessary, which then can be incorporated into the next cycle.

The global client satisfaction rate of the PERC
Report consistently ranks above 94%.

Net Promoter® Score

The Net Promoter® survey methodology was created by Fred Reichheld at Bain & Company and Satmetrix and was later introduced as the Net Promoter Score in 2003 when Reichheld published an article in the Harvard Business Review – 'The One Number You Need to Grow'.



Since then, NPS has taken the business world by storm. This single survey question empowers companies to measure their clients' willingness to refer their product or services as a proxy for client satisfaction and service quality. What's more, the simple NPS reporting methodology allows firms to weigh their scores against competitors and across industries to build greater context around their clients' experience.

Every year, Team1Medical pairs with ClearlyRated to measure client and candidate satisfaction using Net Promoter® Score.

Calculating Net Promoter Score starts with a simple survey question that asks clients and candidates how likely they would be, on a scale of 0-10, to recommend Team1Medical Staffing to a friend or colleague.

Responses to the NPS question are broken up in to 3 groups:

- **Promoters** - or, clients who respond with a 9 or 10
- **Passives** - clients who respond with a 7 or 8
- **Detractors** - clients who respond with a 6 or lower

Net Promoter Score (or NPS® for short) is calculated by subtracting the % of client detractors from the % of promoters.

From our most recent survey, Team1Medical's Client NPS is 89% and Talent NPS is 69%, significantly higher than the staffing industry average of -2% and 24% respectively.

Team Member Involvement

A special expert team will specifically handle the staffing needs for Fort Bend County. The corporate staff and team members are accredited as Certified Temporary Staffing (CTS) Specialists and/or Certified Health Care Staffing Professionals (CHP) or in the process of receiving those certifications.

The following two-member team will be directly responsible for managing your account. Both individuals have a combination of 30+ years staffing in the healthcare industry AND BOTH are current residents of Fort Bend County:

Jessica Randolph, CTS/CHP, Senior Staffing Consultant

713-590-2982 | jessica@team1medical.com

Main Point of Contact for Assigned Accounts. Ms. Randolph began her career with ExecuTeam in 2009 as a Staffing Coordinator. Ms. Randolph embraced the Medical Division, Team1Medical, specializing in clinical and non-clinical placements with large hospital systems, medical colleges and physician-owned clinics. Ms. Randolph's commitment to her candidates and clients is supreme and she finds fulfillment in her recruiting and placement successes.

Laura Bowen, CTS, President

713-952-6760 | laura@executeam.com

Manager of all functions, including Recruiting and Selection for all Clientele. After two years in the legal staffing area, Ms. Bowen began placement of administrative, customer service and accounting personnel in both professional and non-exempt positions. She leads the company's recruiting efforts through direct contact with schools, universities, outplacement firms and other organizations to generate a consistent source of available candidates. In 1995, Ms. Bowen led the efforts to create Team1Medical, a medical division of ExecuTeam Staffing. She served on the executive board of Houston Area Association of Personnel Consultants, an industry organization for 10 years, and she earned their lifetime achievement award in 2016. Ms. Bowen holds a BA in Art History and Architecture from the University of Houston. Since earning her CTS accreditation in 1996, she continues to attend several national staffing conferences. Laura and her family have lived in Greatwood for over 15 years.

ORGANIZATIONAL INFORMATION

Company Profile



An affiliate of The Reserves Network

2401 Fountain View Drive, Suite 800

Houston, Texas 77057

www.team1medical.com

Team1Medical is a division of ExecuTeam Staffing. For over 20 years, we have been providing doctors, hospitals, and clinical facilities with star employees for a myriad of healthcare positions to deliver top-notch patient care while cost-effectively managing changes in demand.

Based in Houston, Texas, the company evolved into a full service-staffing provider. The firm is a blended service, that is, in addition to temporary/PRN employees, the firm provides Temp-to-Hire, Direct Hire and Payrolling Services.

Since 1995, Team1Medical has provided Allied Health professionals to the Medical Community. We understand and anticipate providers' needs to improve efficiency in facilities and organizations.

In 2019, ExecuTeam & Team1Medical Staffing were sold and became affiliates with The Reserves Network. Both companies worked together in various capacities for nearly 20 years. Just as ExecuTeam/Team1Medical has become a trusted expert for providing professional staffing solutions, The Reserves Network adds the support of an industry-leading provider of office, industrial, professional and technical staffing services in multiple regions nationwide.

Now as an affiliate of The Reserves Network, Team1Medical's name and brand is as strong as ever. Team1Medical continues to provide the same level of care and quality service it is known for but now adding a broader scope of services and the resources of a national industry leader!

Our agency has a knack for spotting – and placing – top medical talent. We're different than other healthcare employment agencies in Houston because we genuinely love what we do, and it shows:



Team1Medical candidate resumes result in an interview

90%



offers to candidates that resulted in a successful hire

88% of Team1Medical's employees



are still with the client organization after **three years.**



92%

of our assigned employees result in direct hires.



of these employees have received one promotion with the client organization.

Team1Medical frequently and successfully fills 1-day notice orders with many of our clients, including Pasadena ISD and various Houston-based hospital systems. Additionally, Team1Medical currently maintains a PRN pool in a variety of positions for UT Physicians, including Diagnostic Imaging positions.

Our organization provides personnel, in the following disciplines: Allied Health, Nursing, Diagnostic Imaging, Laboratory Services, Medical Financial Services, and Administrative Support.

Licenses / Accreditations

CERTIFIED EXPERTS

At Team1Medical, we strive for excellence in everything we do. We invest in our employees' education and commitment to our clients. Many of our staffing professionals have earned the following certifications:

ASA Certified Staffing Professional®

The Certified Staffing Professional (CSP) program features rigorous content focused on employment and labor law at both the federal and state levels. It is the essential credential for staffing professionals, certifying your expertise to work with both employees and clients within the bounds of federal and state laws and regulations.

ASA Certified Health Care Staffing Professional®

The Certified Health Care Staffing Professional program features rigorous content focused on employment and labor law at the federal level for health care staffing and recruiting professionals. It is the essential credential for health care staffing professionals, certifying their expertise to work with both employees and clients within the bounds of federal laws and regulations.

Developed by a team of attorneys, leading staffing firms serving the health care sector, and professional development specialists, the CHP credential is by far the most comprehensive and sector-specific credential available to industry professionals right now.

Certified Personnel Consultant

The Certified Personnel Consultant (CPC) credential is offered by the National Association of Personnel Services (NAPS). Candidates for CPC certification must demonstrate a broad knowledge of employment laws and the legal implications on the work of direct-hire and temporary staffing professionals. The CPC is perhaps the most comprehensive recruiting and staffing industry certification. Through the process of certification, candidates for certification confirm their fundamental understanding of the laws which govern the employment relationship in the United States. Study material and the certification exam will address contemporary laws of discrimination, protocols for the identification, selection, and placement of candidates for employment, as well as the responsibilities which recruiters and temporary staffing professionals must uphold throughout the employment transition process.

Certified Temporary Staffing Specialist

The Certified Temporary Staffing Specialist (CTS) credential is offered by the National Association of Personnel Services (NAPS). Candidates for CTS certification must demonstrate a broad knowledge of employment laws and the legal implications on the work of temporary staffing professionals. The CTS is perhaps the most comprehensive recruiting and staffing industry certification focused on the work of temporary staffing professionals. Through the process of certification, candidates for certification confirm their fundamental understanding of the laws which govern the employment relationship in the United States.

AWARDS AND RECOGNITION

Recognized by the Houston Business Journal as:

- Top 25 Women Owned Business, Women Who Mean Business, 2018
- Cougar 100 University of Houston, 2018
- "Top 50 Houston Fastest Growing Woman-Owned Business", 2010
- "Top 50 Woman- Owned Business"
- "Houston Fast 100 Company", 2010
- "Top 25 Permanent Placement Firm", since 1999
- "Top 25 Temporary Placement Firm", since 1994

Forbes Magazine's – America's Best Recruiting Firms in the category of Professional Search, 2019

Team1Medical Staffing is honored to be named on Forbes' List of America's Best Professional Search Firms 2019. In partnership with the analytics firm Statista, Forbes compiled its "America's Best Recruiting Firms 2019" list after surveying 30,000 recruiters, and 4,500 job candidates and HR managers who have had recent experiences with recruiters. Respondents were asked to recommend up to ten recruiting firms (excluding their own). A total of 14,500 recommendations were gathered. Companies with the most recommendations and highest evaluations ranked highest on the list.

ClearlyRated's Best of Staffing® Award Winner 2020

In 2020, Team1Medical was awarded ClearlyRated's Best of Staffing® in Client and Talent Satisfaction award. This is the 5th consecutive year that both divisions have been awarded for their customer service.

Presented in partnership with CareerBuilder, ClearlyRated's Best of Staffing winners have proven to be industry leaders in service quality based completely on the ratings given to them by their clients and the permanent and temporary employees they've helped find

jobs. On average, clients of winning agencies are 3.3 times more likely to be completely satisfied, and talent of winning agencies are 1.7 times more likely to be completely satisfied with the services provided compared to those working with non-winning agencies. Award winners make up less than two percent of all staffing agencies in the U.S. and Canada who earned the Best of Staffing Award for service excellence.

Focused on helping to connect people with the right job openings at US companies, Team1Medical Staffing received satisfaction scores of 9 or 10 out of 10 from 94% of their clients and 81% of their talent, significantly higher than the industry's average of 24% and 45% respectively.

ClearlyRated's Best of Staffing® Award is the only award in the U.S. and Canada that recognizes staffing agencies that have proven superior service quality based completely on the ratings given to them by their clients and job candidates. Award winners are showcased by city and area of expertise on BestofStaffing.com – an online resource for hiring professionals and job seekers to find the best staffing agencies to call when they are in need.

PROFESSIONAL ORGANIZATION MEMBERSHIPS

Affiliated Staffing Group

Through our partnership with ASG – Affiliated Staffing Group (www.asgroup.com), Team1Medical has partners located throughout the United States and Canada with more than 30 market-leading, non-competing, growth-oriented staffing companies in 33 states totaling over 200 offices coast-to-coast. Member owners and their key managers share best practices with the group and always receive take-home value from the meetings they attend. Member specialties are extremely diverse and range from professional sourcing and direct hire to high volume light industrial staffing.

Member companies have received awards in their market places including the Inc. 500 Fastest Growing Company, Pinnacle Award Winner, Top 10 Best Employers in specific states, Woman of the Year Award, Top 50 Employers in their state, and many more.

In the event Texas Southern University has a staffing need outside of the State of Texas, Team1Medical can reach out to these members. Team1Medical would serve as the Project Manager to ensure all partners are compliant with the requirements of this contract and administer all reporting necessary.

American Staffing Association

The American Staffing Association is the voice of the U.S. staffing, recruiting, and workforce solutions industry. ASA and its affiliated chapters advance the interests of the industry across all sectors through advocacy, research, education, and the promotion of high standards of legal, ethical, and professional practices.

ASA promotes legal, ethical, and professional practices for the staffing industry. ASA members agree to adhere to a strict code of ethics that guides their operations and their interactions with employees and clients.

ASA members pledge to adhere to a code of ethics and best practices; one of the principal missions of ASA is to encourage high standards of ethical conduct in dealings with employees, clients, and competitors.

HAAPC – Houston Area Association of Personnel Consultants

HAAPC is a professional trade association representing the Staffing Industry in the Greater Houston and East Texas Area.

Membership is comprised of Contract/Temporary, Blended Services and Direct Hire/Permanent Placement firms and independent staffing professionals located throughout the Greater Houston region.

Their mission is to educate and represent the staffing and recruiting industry, while maintaining the highest standards of practice. HAAPC provides educational opportunities to members and committed to keeping staffing organizations informed of key developments relevant to the industry.

Staffing Industry Analysts

SIA is the global advisor on Staffing and Workforce solutions.

Founded in 1989, Staffing Industry Analysts (SIA) is the global advisor on staffing and workforce solutions. Their proprietary research covers all categories of employed and non-employed work including temporary staffing, independent contracting and other types of contingent labor. SIA's independent and objective analysis provides insights into the services and suppliers operating in the workforce solutions ecosystem, including staffing firms, managed service providers, recruitment process outsourcers, payroll/compliance firms and talent acquisition technology specialists such as vendor management systems, online staffing platforms, crowdsourcing and online work services.

Known for their award-winning content, data, support tools, publications, executive conferences and events, SIA assists Team1Medical in making better-informed decisions to improve business results and minimize risk. As a division of the international business media company, Crain Communications Inc., SIA is headquartered in Mountain View, California, with offices in London, England.

PRICING

Positions & Bill Rates

Below are the positions and bill rate we are prepared to staff for all locations of Fort Bend County under the HGAC Buy Purchasing Cooperative. Employees are billed at a 3 hour minimum per shift.

CLERK

Bill Rate: \$14.85-\$17.25/hour*

- Able to obtain proper temperature checks, vitals, ask screening/history questions, enter accurate data
- Accustomed to working in fast pace and maintaining efficiency
- Passionate about helping to flatten the curve and prevent the spread of COVID-19

CNA (CERTIFIED NURSING ASSISTANT)

Bill Rate: \$15.76-\$18.83/hour*

- Trained in PPE Safety techniques and trained in emergency situations
- Able to obtain proper temperature checks, vitals, ask screening/history questions, enter accurate data
- CPR Certified with Certified Nursing Assistant diploma/certification
- Accustomed to working in fast pace and maintaining efficiency
- Passionate about helping to flatten the curve and prevent the spread of COVID-19

MEDICAL ASSISTANT (BILINGUAL & NON-BILINGUAL)

Bill Rate: \$15.76-\$18.83/hour*

- Trained in PPE Safety techniques and trained in emergency situations
- Able to obtain proper temperature checks, vitals, ask screening/history questions, enter accurate data
- CPR Certified with Medical Assistant diploma
- Accustomed to working in fast pace and maintaining efficiency
- Passionate about helping to flatten the curve and prevent the spread of COVID-19

LVN (LICENSED VOCATIONAL NURSE)

Bill Rate: \$31.21-\$39.02/hour*

- Trained in PPE Safety techniques and trained in emergency situations
- Able to obtain proper temperature checks, vitals, ask screening/history questions, enter accurate data
- CPR Certified with LVN License for the State of Texas
- Accustomed to working in fast pace and maintaining efficiency

- Passionate about helping to flatten the curve and prevent the spread of COVID-19
- Limited availability due to talent working as first responders in hospitals, nursing homes and emergency care centers

RN (REGISTERED NURSE)

Bill Rate: \$57.20-\$65.20/hour**

- Trained in PPE Safety techniques and trained in emergency situations
- Able to obtain proper temperature checks, vitals, ask screening/history questions, enter accurate data
- Accustomed to working in fast pace and maintaining efficiency
- Passionate about helping to flatten the curve and prevent the spread of COVID-19
- CPR Certified with RN License for the State of Texas
- Limited availability due to talent working as first responders in hospitals, nursing homes and emergency care centers

***Rates are based on employee working 40 hours or below in a given work week. Rate includes services outlined in this RFP including employee's pay rate and government mandated taxes.**

Bill rate is based on the pay rate of the employee and a mark-up calculated at 43% mark-up.

Value added Services

Description of Additional Services	Rate
Drug Screen - 5 panel: Non-DOT; Team1Medical administered and reviewed	\$28
Drug Screen - 5 panel: Non-DOT; Laboratory administered and reviewed	\$28
Drug Screen - 10 panel: Non-DOT; Laboratory administered and reviewed; Medical Review Officer if necessary	\$28
Multi-State Criminal & Sex Offender Registry Check: Provides the most accurate county, state, and federal criminal conviction searches to ensure your applicant	\$10
7-year Criminal History: Provides the most accurate county, state, and federal criminal conviction searches to ensure your applicant	\$8
Single Jurisdiction Criminal Check: Provides the most accurate county, state, and federal criminal conviction searches to ensure your applicant does not pose a risk to your company or co-workers. Based on where the applicant has lived, worked, or attended school in the past seven years, using all names provided by the applicant.	\$7-\$10
Nationwide Criminal Search: A supplemental service to Team1Medical's criminal records search, the Nationwide Criminal Search accesses our proprietary criminal database to seek out "vacationing criminals." We search against records collected from all over the country, including state Department of Corrections and county criminal court records.	\$8
Education Verification: Inflating education credentials is a common practice. Team1Medical verifies dates of attendance, course or study, degree, or credential received and the date the degree, or credential, was awarded. This may include GED, high school diploma, college or advanced degrees.	\$14
MVR Motor Vehicle Report: Team1Medical's motor vehicle records search allows you to validate and examine applicant or employee licenses and prior driving records. Team1Medical recommends screening driving records of anyone driving a company owned vehicle, chauffeuring, entertaining clients, or operating machinery. Team1Medial works to assure you are in compliance with FMCSA and DOT regulations.	\$9
Consumer Credit Report: The best indicator of an applicant's future behavior is past behavior. Team1Medical's employment credit reports are an excellent source for this type of examination. A credit report offers valuable insights into an applicant's sense of responsibility and financial track record, making the employment credit report especially useful for positions in the financial and retail industries. Team1Medical works closely with you to assure complete compliance with the Fair Credit Reporting Act (FCRA).	\$9

OFAC: The Office of Foreign Assets Control (OFAC) of the US Department of the Treasury administers and enforces trade sanctions, based on US foreign policy and national security goals. Team1Medical ensures your candidate is not on this watch list. **\$5**

OIG/ GSA: For many years, the Congress of the United States has worked diligently to protect the health and welfare of the nation’s elderly and poor, by implementing legislation to prevent certain individuals and businesses from participating in Federally funded health care programs. Team1Medical uses the best technology to identify these individuals and protect those that need to be cared by your staff. **\$5**

Credential Verification: For Healthcare professionals, verification of license and certifications required for job requirements. **\$8**

PREVIOUS/ RELATED EXPERIENCE

In response to COVID-19, Team1Medical has staffed similar projects providing medical personnel to properly screen essential and non-essential personnel.

CITY OF HOUSTON

- Team1Medical has provided a team of Wellness Screeners for various locations throughout the City of Houston specifically for their Public Works and Engineering department.
- Additional medical personnel have been provided to the City of Houston, for their Health and Human Services department in various roles such as Wellness Screeners, Laboratory Technicians, Microbiologists and Epidemiologist.

GULF STATES TOYOTA

- Team1Medical has provided a team of Wellness Screeners for various locations in Harris and Fort Bend County on a 24/7 work schedule.

HOUSTON HOUSING AUTHORITY

- Team1Medical has provided a team of Wellness Screeners for their corporate location with additional facilities as they re-open.

ExecuTeam and Team1Medical have worked with Fort Bend County on multiple occasions. Theresa Lamensky and Kathy Novosad can serve as references.

Additional references including City of Richmond, City of Rosenberg, Fort Bend Independent School District, UT Physicians and Memorial Hermann can be provided.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
AGREEMENT BETWEEN FORT BEND COUNTY AND TEAM1MEDICAL
FOR CONTINGENCY MEDICAL STAFF SERVICES
(COVID 19)**

This FIRST AMENDMENT of the AGREEMENT between FORT BEND COUNTY AND TEAM1MEDICAL FOR CONTINGENCY MEDICAL STAFF SERVICES (COVID 19) is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and vendor (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about May 15, 2020 the Parties entered into FORT BEND COUNTY AND TEAM1MEDICAL FOR CONTINGENCY MEDICAL STAFF SERVICES (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 follows:

I. Amendments

Section 1 (A) "Scope of Services" is amended as follows:

- A. Contractor shall provide staffing in support of the County's response to the COVID-19 pandemic. Services shall be at the direction of the Fort Bend County Director of Health and Human Services or her designee and performed in accordance with the Scope of Services, attached hereto as Exhibit A, and incorporated by reference. Any Contact Tracing Services provided by Contractor will be in accordance with attached Exhibit B, which is incorporated by reference. To facilitate the delivery of services, County shall provide all necessary (as determined by the Fort Bend County Director of Health and Human Services) personal protective equipment (PPE) for Contractor's personnel performing services under this Agreement.

Exhibit B, "Proposal Contact Tracing Team" is added to this Agreement.

II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.

III. Execution

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

FORT BEND COUNTY



KP George, County Judge/
Emergency Management Director

5/18/2020

Date

ATTEST:



Laura Richard, County Clerk

TEAM1MEDICAL STAFFING,
AN AFFILIATE OF THE RESERVES NETWORK INC.



Authorized Agent - Signature

Laura Bowen

Authorized Agent- Printed Name

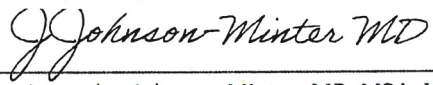
President

Title

May 18, 2020

Date

Reviewed by:



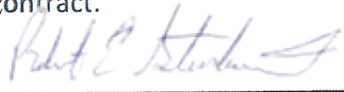
Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH
Director of Health and Human Services

Attachments:

Exhibit B: Proposal Contact Tracing Team (6 pages)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 375,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor