

STATE OF TEXAS

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## FIFTH AMENDMENT TO

AGREEMENT BETWEEN FORT BEND COUNTY AND STAFFING  
SOLUTIONS, INC.

FOR CONTINGENCY MEDICAL STAFF SERVICES  
COVID 19

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

## RECITALS

WHEREAS, on or about April 25, 2020, the Parties entered into AGREEMENT BETWEEN FORT BEND COUNTY AND STAFFING SOLUTIONS, INC. FOR CONTINGENCY MEDICAL STAFF SERVICES COVID 19 which was amended on or about May 4, 2020, on or about June 23, 2020, August 5, 2020 and last on or about January 12, 2021; all documents collectively referred to as the “Agreement” and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement to reflect a total maximum compensation inclusive of all funds approved by County as of January 21, 2021; 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 January 12, 2021.

## I. Amendments

**Section 4. Limit of Appropriation is amended to reflect the additional funding of \$300,000.00 approved on January 12, 2021 and shall read 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 \$2,050,000.00 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

\$2,050,000.00.

- 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 shall prevail.

III. Execution

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

FORT BEND COUNTY

STAFFING SOLUTIONS

\_\_\_\_\_  
KP George  
County Judge

Munther Almohsin  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Munther Almohsin  
Authorized Agent- Printed Name

ATTEST:

Chief Operating Officer  
Title

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

19-01-2021  
Date

Reviewed by:

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

AUDITOR'S CERTIFICATE

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

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Robert Ed Sturdivant, County Auditor

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