

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR
SERVICES BETWEEN FORT BEND COUNTY AND PES CLINICAL SOLUTIONS
(COVID-19)**

THIS FIRST AMENDMENT, 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 PES Clinical Solutions (hereinafter “Contractor”), a non-profit Texas corporation.

WHEREAS, the parties executed and accepted that certain Agreement for Services Between Fort Bend County and PES Clinical Solutions on or about November 17, 2021 (replacing in its entirety prior Agreement executed February 5, 2021) which is incorporated by reference and hereinafter called “Agreement;” and

WHEREAS the Agreement was executed and the funds were committed by the County Judge under Section 418.016 of the Texas Government Code, and Annex M, Section IV. A. 5 (a) of the County’s Basic Emergency Operations Plan as necessary to cope with the COVID-19 pandemic for which compliance with the usual County process would have hindered and delayed; and

WHEREAS, this Agreement is funded in whole or in part by federal grants which impose procurement requirements for acquisition of property or services that comply with 2 CFR Section 320 unless circumstances for non-procurement apply to the purchase; and

WHEREAS, it was determined at the time the Agreement was executed and the funds were dedicated that this purchase was, and is, one for which a delay resulting from publicizing a competitive solicitation to select the vendor could not be permitted due to the public exigency or emergency for the services, making this a non-procurement purchase per 2 CFR 200.320 (c) (3); and

WHEREAS, Fort Bend County desires that Contractor provide additional services under the Agreement as requested by the Fort Bend County Health and Human Services Department (hereinafter “Services”) and wishes to amend the Agreement to reflect same; and

WHEREAS, the Texas County Purchasing Act, §262.024 (2) Texas Local Govt. Code, exempts from competitive bidding contracts that are necessary to preserve or protect the public health or safety of the residents of the county; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that the Services originally contracted for and these additional services were and are necessary to

preserve or protect the public health or safety of the residents of the county and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Section 1(A) shall be amended to now include those Services listed in the stated Exhibit A and the attached and incorporated Exhibit D.
2. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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 date signed by the final party.

FORT BEND COUNTY

UPDATE



KP George, County Judge

UPDATE

10/5/22

Date

Date

ATTEST:

Laura Richard, County Clerk

Exhibit D: Scope of Work Addendum dated 8.24.2022

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

EXHIBIT D

Scope of Work Addendum
dated 8.24.2022

SCOPE OF WORK ADDENDUM

This PES Clinical Solutions Addendum (“Addendum”) includes additional vaccine services now covered under the original statement of work provided by Fort Bend County.

Payment and Terms

Fees, Payment, and Terms will remain the same except as outlined below

Single Dose Vaccines:

1. Vaccine for Children – VFC - \$14.85 vaccine
2. Adult Safety Net – ASN - \$25.00 per vaccine
3. Monkeypox - \$25.00 per vaccine
4. Seasonal Flu Vaccine - \$25 per vaccine



PES Representative

8/24/22

Date

Fort Bend County Representative

Date