

GENESYS WORKS MASTER SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is entered into effective **September 1, 2025**, between **Genesys Works – Houston**, a Texas nonprofit corporation with its principal place of business located at 3100 Main St., Suite 702, Houston, Texas, 77002 (“Genesys”), and Fort Bend COUNTY, a body and politic under the laws of the State of Texas, with its principal place of business located at 301 Jackson Street, Richmond, TX 77469, (“CLIENT” and/or “COUNTY”). Either Genesys or CLIENT may be referred to herein as “Party” or collectively referred to herein as the “Parties.”

1. DESCRIPTION OF SERVICES

Genesys agrees to provide services (herein the “Services”) to CLIENT as may be agreed to from time to time by the Parties in a Statement of Work. Each such Statement of Work shall specify the Services to be provided to CLIENT and the applicable fees. A Statement of Work shall be completed for each CLIENT location or business to which Genesys is providing services, while this Services Agreement shall govern all Statements of Work across the CLIENT’s locations. Each Statement of Work must be signed by CLIENT to be enforceable. Each Statement of Work shall be governed by this Agreement. In the event of any conflict between this Agreement and the Statement of Work, this Agreement shall prevail. The initial Statement of Work between the Parties is attached hereto as Exhibit A.

2. GENESYS INTERNS

- (a) Genesys represents that it will assign only qualified employees of Genesys (herein “Intern(s)”) to perform the Services. Interns shall remain employees of Genesys. Genesys will (i) maintain all necessary personnel and payroll records for its Interns; (ii) calculate the Interns’ wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the Interns; (v) provide for liability and fidelity insurance as specified in Section 8 below; and (vi) provide workers' compensation insurance coverage in amounts as required by law. Interns shall not be entitled to any of the privileges or benefits of COUNTY employment, whether reduced to writing or not.
- (b) At CLIENT's request, Genesys will immediately remove any of its Interns assigned to perform services for CLIENT; provided, that this Agreement will in no way affect the right of Genesys, in its sole discretion as employer, to hire, assign, reassign, and/or terminate its own employees. To minimize turnover and associated training costs, Genesys agrees not to reassign or terminate any Technician assigned to CLIENT unless absolutely necessary.
- (c) Genesys shall provide to County such results for drug testing, health care, and criminal background checks prior to Intern participation.
- (d) In the performance of duties and obligations as described in this Agreement, **NO GENESYS INTERN, EMPLOYEE, OR AGENT SHALL, FOR ANY PURPOSE,**

BE DEEMED TO BE AN AGENT, SERVANT OR EMPLOYEE OF THE COUNTY OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE COUNTY. NO EMPLOYEE OR AGENT OF THE COUNTY SHALL, FOR ANY PURPOSE, BE DEEMED TO BE AN AGENT, SERVANT OR EMPLOYEE OF THE GENESYS OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE GENESYS. Neither Party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the Parties to exercise control over one another or the manner in which their employees or agents perform any of the activities which are the subject of this Agreement. Both Parties agree that no payment shall be made by either Party to the other Party or to either Party's employees or agents.

3. COMPLIANCE WITH LAWS

- (a) Genesys 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, Workers' Compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required by COUNTY, Genesys shall furnish COUNTY with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- (b) Both Parties agree that they will not discriminate
- (c) Genesys shall advise employees that CLIENT prohibits smoking on the premises and the use of illegal drugs and controlled substances. CLIENT shall require Genesys to immediately remove any of its employees that fail to strictly adhere to CLIENT's policies.

4. INTELLECTUAL PROPERTY AND WORKS FOR HIRE

Upon payment for services by Genesys and approved by CLIENT, all reports, information, materials, software or other work product created or acquired by Genesys in performing such Services under this Agreement ("Engagement Work Product"), and all Intellectual Property therein, shall be the property of CLIENT. Genesys hereby assigns, and agrees to assign, to CLIENT, without further compensation, all right, title and interest in and to any Intellectual Property in the Engagement Work Product. Genesys further acknowledges that any and all works of authorship, developed, conceived, or created as part of the Engagement Work Product shall, to the extent allowed by law, be considered "works for hire" as that term is defined under United States copyright law. For purposes of this agreement, "Intellectual Property" means anything that is, has been, or is capable of being patented, protected as a trade secret, protected by copyright law (including copyrights in computer programs, software, computer code, documentation, manuals, specifications and data), or protected by or under any other United States or foreign laws or statutes relating to intellectual or industrial property rights. With respect to the Engagement Work Product, Genesys agrees that it shall, without additional compensation unless agreed to otherwise, execute and deliver

any and all applications, instruments of conveyance, transfer and assignment, or other documents relating to the Intellectual Property, as requested by CLIENT, its successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings or other documents relating to the Intellectual Property; reasonably cooperate and assist in providing information for or participating in any action, threatened action, or considered action relating to the Intellectual Property; and take any and all other actions as CLIENT, its successors, or assigns may reasonably require to effectively assign, convey, transfer, protect, enforce, and exploit the Intellectual Property and all rights therein to CLIENT, its successors, or assigns.

5. WARRANTIES

Genesys represents and warrants to CLIENT that:

- (a) Genesys has the experience and ability as may be necessary to perform all Services with a high standard of quality;
- (b) Genesys shall perform the Services in a workmanlike and professional manner and in accordance with applicable industry standards;
- (c) the Engagement Work Product shall be free from material defects, will perform as intended, and will be suitable for CLIENT's business purposes;
- (d) Genesys is fully authorized and has the right to enter into and fully perform this Agreement; and
- (e) the Engagement Work Product shall not in any way infringe upon or violate any applicable law, rule or regulation, any contract with a third party or any rights of any third person, including, without limitation, rights of patent, trade secret, trademark or copyright.

6. PAYMENT FOR SERVICES

CLIENT will pay Genesys in accordance with the pricing agreed upon by the Parties in the applicable Statement(s) of Work. In the event of termination of this Agreement, CLIENT will pay Genesys for authorized services satisfactorily performed up to the time of termination, within thirty (30) days of the submission of a final invoice. Likewise, in the event of termination of this Agreement, Genesys shall pay to CLIENT a refund for any services that may have been prepaid by CLIENT which have not been performed prior to the termination date.

In the event that CLIENT wishes Genesys to bill it through a third party service provider or workforce management company, Genesys will apply a 5% service charge on all invoices to cover the incremental cost of working with the third party.

Addendum to Section 6 – 2025

To the extent that payments are contemplated under Section 6 of this Agreement or any associated Statement of Work, the Parties agree that no such payments shall be initiated or processed without prior written approval from the Purchasing Department. For the Class of 2026 season, it is understood by both parties that all services outlined within the agreement will be of no cost to

CLIENT. Costs associated with services rendered to CLIENT can be revisited and agreed upon by both parties at the end of the Class of 2026 term as payment agreements resulting in no cost to CLIENT is for a one-year term only.

7. TERM; TERMINATION

The term of this Agreement begins as of the date first shown above and shall terminate on August 31, 2026, unless otherwise terminated as provided herein. This Agreement does not automatically renew, but may be renewed upon written agreement of the Parties. Either Party may terminate this Agreement during the initial or any subsequent term, with or without cause, by providing the other Party with fourteen (14) days written notice in the manner and form provided for herein. Genesys shall immediately discontinue work on any outstanding Statement of Work upon its receipt of a termination notice from CLIENT.

8. WORKERS' COMPENSATION AND LIABILITY INSURANCE

Prior to commencement of the Services, Genesys will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- (a) Workers' Compensation. Workers' Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- (b) Employer's Liability. Employer's 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.
- (c) General Liability. 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.

Genesys will furnish CLIENT with certificates evidencing such insurance coverage, upon request.

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 Genesys shall contain a waiver of subrogation in favor of COUNTY and members of Commissioners Court. For Commercial General Liability, the COUNTY shall be named as an Additional Insured on a Primary & Non-Contributory basis.

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.

Approval of the insurance by Fort Bend COUNTY shall not relieve or decrease the liability of Genesys.

9. INDEMNITY

GENESYS SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF GENESYS, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF GENESYS OR ANY OF GENESYS'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERFORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

10. CONFIDENTIALITY AND PROPRIETARY INFORMATION

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

- (c) Genesys 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. Genesys 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) Genesys in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- (e) Genesys 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 Genesys 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.

11. PRESS RELEASES

Except where disclosure is required by law or to comply with requirements of regulatory agencies, neither Party shall disclose the terms of this Agreement to any third party except outside auditors or legal counsel; issue any press release; or use this Agreement for advertising or promotional purposes without the prior written consent of both Parties.

12. 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:

Genesys Works	CLIENT/COUNTY	With Copy to:
3100 Main St., Suite 702 Houston, TX 77002	Fort Bend COUNTY 401 Jackson Street, 1 st Floor Richmond, Texas 77469	Fort Bend COUNTY, Precinct 4 1517 Eugene Heimann Circle Richmond, TX 77469
Attn: Daphane Carter	Attn: COUNTY Judge	Attn: Dexter L. McCoy, Commissioner
Telephone: (718) 310-7105		

- (c) Notice is effective only if the party giving or making the Notice has complied with subsections 12(a) and 12(b) and if the addressee has received the Notice. A Notice is deemed received as follows:
- i. 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.
 - ii. 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.

13. GOVERNING LAW AND ATTORNEYS’ FEES

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. COUNTY does not agree to pay any and/or all attorney fees incurred by Genesys in any way associated with the Agreement.

14. SECTION HEADINGS

The Section headings of this Agreement are for the convenience of the Parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties.

15. SEVERABILITY; WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

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 by Genesys are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from COUNTY.
- (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.

17. INDEPENDENT CONTRACTOR

- (a) In the performance of work or services hereunder, Genesys 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 Genesys or, where permitted, of its subcontractors.
- (b) Genesys 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.

18. SUCCESSORS AND ASSIGNS

COUNTY and Genesys 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.

19. THIRD PARTY BENEFICIARIES

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

20. CONFLICT

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

21. CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Genesys hereby verifies that Genesys and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared

and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Genesys does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Genesys does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Genesys does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

22. HUMAN TRAFFICKING

BY ACCEPTANCE OF CONTRACT, GENESYS 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

23. ENTIRE AGREEMENT

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

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[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Agreement and the attachments/exhibits hereto. This Agreement may be signed in multiple counterparts and shall be effective upon the signature of both Parties.

GENESYS WORKS – HOUSTON

FORT BEND COUNTY

Signed by:

Daphane Carter

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Daphane Carter
Executive Director

KP George, County Judge

9/3/2025 | 8:37 AM PDT

Date

Date

ATTEST:

Laura Richard, County Clerk

APPROVED BY:

Commissioner, Precinct 4

APPROVED AS TO LEGAL FORM:

Fort Bend County Attorney's Office

CAO File No. i:\agreements\2025
agreements\commissioner pct 4\affiliation
agreements\genesys works (25-com4-
100992)\master services agreement - genesys
works (aca kj - 9.2.2025)

EXHIBIT A

(Statement of Work)

STATEMENT OF WORK

HIGH SCHOOL TECHNICIAN

FORT BEND PRECINCT 4

GENESYS WORKS-HOUSTON

Address: 1517 Eugene Heimann Circle
Richmond, TX 77469

Address: 3100 Main St, Suite 702
Houston, TX 77002

Authorizing Individual’s Signature

Accepting Individual’s Signature

Name Dexter L. McCoy
Title Commissioner
Date Click here to enter a date.

Signed by:
Daphane Carter
6DE9E4A8CCE41D...
Name Daphane Carter
Title Executive Director
Date 8/5/2025

The Parties agree that this Statement of Work between Fort Bend Precinct 4 (“**CLIENT**”) and GENESYS WORKS-HOUSTON (“**GENESYS**”) documents the authorization for GENESYS to support CLIENT by supplying Intern(s) as described below. Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Services Agreement entered into by and between GENESYS WORKS-HOUSTON and Fort Bend Precinct 4 on **9/1/2025** (the “**Services Agreement**”), the terms of which are incorporated hereto.

CLIENT may request GENESYS to provide Technicians to perform business technology related functions.

For the Service Period noted below, GENESYS shall provide the following Technicians in a timely manner to meet CLIENT’s needs.

Number of Technicians	Service Period	Position(s)
1	September 2025 – August 2026	Genesys Works Intern

The specific start date of the Service Period and the address of CLIENT’s location will be mutually agreed upon by the Parties prior to the first day of the Service Period.

Fee Schedule:

For all of the Technicians listed above, CLIENT shall pay GENESYS the fees described below for all hours worked by the Technicians:

Position	Wages 0 to 40 hours per work week (Monday – Friday)	In excess of 40 hours per work week (“overtime”)
Genesys Works Intern	\$00.00 per hour	Intern cannot exceed 40 hours per week.

Technicians provided under this Statement of Work are high school seniors who are attending school 4 hours per day and are available for work 4 hours per day. In order to ensure that Technicians successfully complete their high school education, graduate from high school and enter college at the end of the Service Period consistent with the mission of GENESYS, CLIENT and GENESYS agree that Technicians will not work more than 20 hours per work week during school months, and no more than 40 hours per work week during school holidays and summer breaks. During the course of the Service Period, the Technicians will not work more 1,240 total work hours.

Payment Terms:

The payment terms will be governed as set forth in the Agreement.

Contract Terms:

CLIENT and GENESYS agree to the provision of Technician(s) in accordance with the terms contained in the Master Services Agreement. In the event of any conflict between this Statement of Work and the Services Agreement, the terms of this Statement of Work shall control.

The terms of this Statement of Work shall remain in place throughout the Service Period, but may be amended by mutual agreement.

Termination or Withdrawal of Technician:

In the event that a Technician withdraws or is terminated, GENESYS will replace the Technician with another qualified High School Technician or College Technician. If the withdrawn or terminated Technician is replaced with another High School Technician, the CLIENT will continue to pay the corresponding fees in accordance with the fee schedule for a High School Technician as provided for in this Statement of Work for the remainder of the Service Period. If the terminated or withdrawn Technician is replaced by a College Technician, the CLIENT will continue to pay the fees for a High School Technician as provided for in the fee schedule of the respective Statement of Work for the remainder of the Service Period. In the event a College Technician is used to temporarily replace a terminated or withdrawn Technician due to an inability of GENESYS to promptly provide a High School Technician, and such College Technician is requested to continue work by the CLIENT beyond the Service Period, CLIENT agrees to pay a new bill rate for the College Technician, which reflects the bill rates typical for a GENESYS College Technician and will enter into a new Statement of Work for College Technicians.