

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SUPPLEMENTAL STAFFING AGREEMENT

THIS Supplemental Staffing Agreement is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its County Commissioners Court, (hereinafter referred to as "COUNTY") and AGAPE-WGH HEALTH SERVICES, LLC, with offices at 6250 Westpark Dr., Suite 130, Houston, Texas, 77057 (hereinafter referred to as "AGAPE").

COUNTY hereby engages AGAPE to provide qualified nursing personnel to perform nursing services at the Fort Bend County Jail. In consideration of the mutual agreement hereinafter contained, the parties agree as follows:

AGAPE SHALL PROVIDE:

1. Upon request from the COUNTY, AGAPE will assign nursing personnel to supplement the COUNTY'S staffing needs at the Fort Bend County Jail. AGAPE will assign nursing personnel who have a minimum of one-year experience and who are qualified to undertake the assignment given. AGAPE will match the skill and experience levels of its employees to the specific need requested by the COUNTY. AGAPE has been made aware of the specific and unique issues regarding the assignment of AGAPE nurses at the Fort Bend County Jail and that the AGAPE nurses will be providing treatment to inmates, some of which may be accused of violent crimes.
2. AGAPE employees will comply with the nursing policies and procedure of the COUNTY, including specific policies of the Fort Bend County Sheriff or his designee.
3. AGAPE will assure the COUNTY that AGAPE'S nursing personnel will, at all times, retain current Texas Licensure and CPR certification. This documentation and a complete file on each employee will be made available to the COUNTY at the COUNTY'S request.
4. The nurses assigned to the COUNTY will remain employees of AGAPE. As their employer, AGAPE will be responsible for all payroll deductions.
5. AGAPE will provide the COUNTY with certificates evidencing the existence of insurance policies providing liability insurance in the amount of \$1,000,000.00 with \$3,000,000.00 aggregate, including workers compensation.
6. An AGAPE representative will be available to the COUNTY for consultation as needed.
7. AGAPE does not discriminate on the basis of race, color, national origin, religion, age, sex, handicap, access to treatment or employment in its programs and activities. AGAPE will coordinate the efforts to comply with Section 504 of the Rehabilitation Act of 1973.

COUNTY SHALL PROVIDE:

8. The COUNTY will notify AGAPE of the specific staffing needs which it requires. This information shall include the date(s), unit(s), and shift(s) the supplemental staff is needed. If an AGAPE nurse is accepted for a long term assignment, the COUNTY will provide AGAPE with a signed agreement for each nurse that is accepted. This agreement will contain the starting and ending dates of the assignment, the unit and shift assigned to any other pertinent information regarding the assignment (i.e. Staff or Charge Position). Any long term assignment shall terminate upon termination of this Supplemental Staffing Agreement.

9. The COUNTY will provide AGAPE with a copy of the policies and procedures they wish the AGAPE nurses to be familiar with and comply with. All AGAPE nurses shall submit to a criminal background investigation conducted by the COUNTY before any nurse is assigned to the COUNTY.
10. The COUNTY will provide AGAPE nurses with a brief orientation to the unit they are assigned to. The COUNTY will provide each AGAPE nurses with Safety and Hazardous information pertinent to his or her facility and/or unit.
11. The COUNTY will evaluate AGAPE nurses during their first assignment. The COUNTY will inform AGAPE of any unsatisfactory performance of an AGAPE nurse(s). The nurse(s) will be terminated from the assignment if the performance does not meet the standards the COUNTY has established for all professionals. The COUNTY shall have the ability to end the assignment of any AGAPE nurse at any time for any reason.
12. The quality of care provided and safety of the patient remains the responsibility of the COUNTY when care is provided by AGAPE.

GENERAL TERMS

13. During the term of this Agreement, and for one year following termination of this Agreement, COUNTY and AGAPE covenant and represent that they will not actively solicit or recruit any person who is or was an employee of the other party and performing services in connection with this Agreement at any time during the prior twelve month period. This provision does not apply to third party vendors/contractors who may provide services to COUNTY at a future date and who are not a party to this Agreement.
14. Notwithstanding the foregoing, in the event the COUNTY desires to hire an employee of AGAPE during the restricted period, such party shall (a) provide written notice to the other party of its desire to extend an offer of employment to such employee, and (b) a placement fee shall be assessed for such employee if such employee is hired on a full time basis by the party desiring to employ the employee. The amount of the placement fee shall be twenty percent (20%) of such employee's estimated base compensation for the first year of employment.
15. The COUNTY has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE.
16. The COUNTY will pay all uncontested AGAPE invoices 30 days after they are received.
17. The attached rate and holiday schedule is part of this Agreement.
18. AGAPE SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, AND JUDGMENTS OF SUMS OF MONEY TO ANY PARTY FOR LOSS OF LIFE OR INJURY OR DAMAGE TO PERSON OR PROPERTY GROWING OUT OF, RESULTING FROM, OR BY REASON OF ANY NEGLIGENT ACT OF OMISSION, OPERATION, OR WORK OF AGAPE, ITS AGENTS, SERVANTS, OR EMPLOYEES WHILE ENGAGED UPON OR IN CONNECTION WITH THE SERVICES REQUIRED OR PERFORMED BY AGAPE NURSES HEREUNDER. AGAPE SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AGENTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, SUITS JUDGEMENTS, OR EXPENSE BECAUSE OF DAMAGE TO PROPERTY OR INJURIES TO PERSONS INCLUDING DEATH) AND INCLUDING COSTS OF DEFENSE (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES) TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, OMISSION, OR BREACH ON THE PART OF AGAPE, ITS AGENTS, EMPLOYEES, AND SUBCONSULTANTS, IN CONNECTION WITH THIS AGREEMENT, OR FROM ANY BREACH OF ANY OBLIGATIONS UNDER THIS AGREEMENT.
19. This agreement cannot be alter or modified without written consent by both the COUNTY and AGAPE. It is also understood that for purpose of litigation, venue for this agreement is Fort Bend County, Texas and that this Agreement shall be governed and interpreted in accordance with laws of

the State of Texas. Both parties agree that all litigation regarding this agreement shall be brought only in Fort Bend County, Texas.

20. This Agreement shall commence upon signature of the COUNTY and will be in force for one year. This Agreement may be terminated by either party by providing thirty (30) days prior written notice. Any long term assignment as described in Section 8 above will terminate upon termination of this Agreement.

21. Nothing in this Agreement requires the COUNTY to a minimum amount of hours for any assignment.


22. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supercedes any prior agreements or understandings, either written or oral, between the parties. Any oral representations or modifications concerning this instrument are of no force and effect excepting a subsequent modification in writing, signed by both parties hereto.

COUNTY:

AGAPE:

FORT BEND COUNTY

AGAPE-WGH HEALTH SERVICES, LLC
6250 Westpark Dr., # 130
HOUSTON, TEXAS 77057


Robert E. Hebert, County Judge

NINA CAPAREDA-ADMINISTRATOR
Printed Name & Title

11-17-09
DATE

Nina Capareda
SIGNATURE

ATTEST: 
Dianne Wilson, County Clerk

NOV. 5, 2009
DATE

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay this obligation of Fort Bend County under and within the foregoing agreement.

Not to exceed \$100,000.00 per


Robert Ed Sturdivant, Auditor

I:MER:2010/SO.Agape-WGH.Nursing Agreement.3357(11032009)

**AGAPE-WGH HEALTH SERVICES, LLC
SCHEDULED BILLING RATE
Fort Bend County Jail
EFFECTIVE 01/01/2009**

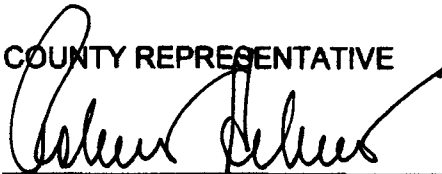
	WEEKDAYS	WEEKEND
REGISTERED NURSE	\$51/HOUR	\$53/HOUR
LICENSED VOCATIONAL NURSE	\$43/ HOUR	\$45/HOUR

HOLIDAYS: The following holidays are automatically billed at time and one half for all shifts: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

INVOICES: To be paid in full within thirty days of the receipt of the bill.

NOTE: During the term of this Agreement, and for one year following termination of the Agreement, the COUNTY covenants and represents that it will not actively solicit or recruit any person who is or was an employee of AGAPE and performing services in connection with this Agreement at any time during the prior twelve month period.

COUNTY REPRESENTATIVE



Robert E. Hebert, County Judge

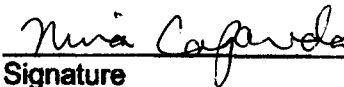
Robert Hebert

Signature

11-17-09

Date

AGAPE-WGH HEALTH SERVICES, LLC
REPRESENTATIVE



Signature

NINA CAPAREDA

Printed Name

NOV. 5, 2009

Date