

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO GENERAL STAFFING AGREEMENT

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Angel Staffing, Inc., (hereinafter "Staffing Firm"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain General Staffing Agreement for staffing services, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Term.** The term of the Agreement shall be from the date of execution of the last party hereto through September 30, 2014. The Agreement may be renewed for up to four (4) additional one year terms if mutually agreed upon in writing by the parties. The agreement may be terminated by either party upon thirty (30) days written notice.
2. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Limit of Appropriation.** Prior to the execution of this Agreement, Staffing Firm has been advised by County, and Staffing Firm clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of one hundred thousand dollars and no/100 dollars (\$100,000.00), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County. Staffing Firm does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Staffing Firm may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Staffing Firm hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of one hundred thousand dollars and no/100 dollars (\$100,000.00) for all services described herein.
5. **Non-exclusivity.** County and Staffing Firm agree that County retains the right to obtain staffing services from other providers.
6. **Personnel.** County may cancel any person's assignment at any time for any lawful reason by notifying Staffing Firm. If County does so during the first eight

(8) hours of a person's assignment because County is dissatisfied, County will not have to pay Staffing Firm for the time spent by the person and Staffing Firm will immediately seek to supply County with a replacement. However, if County keeps a person on assignment for more than eight (8) hours, it is agreed that the person's performance will be considered satisfactory and County will pay the bill for all hours worked by such person through the termination of the person's assignment. If at any time County becomes dissatisfied with the performance or conduct of any person for any lawful reason, but indicates that it would like to retain the person on assignment, Staffing Firm will seek to remedy County's concerns through appropriate disciplinary or other measures.

7. **Confidential Information.** Staffing Firm 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 Staffing Firm 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.
8. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to defending, indemnifying, holding or saving harmless for any reason are hereby deleted.
9. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Staffing Firm in any way associated with the Agreement.
10. **Insurance.** 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:
 - (a) Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

- (b) 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.
- (c) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (d) Medical Malpractice Liability insurance with limits not less than \$1,000,000 per occurrence/\$3,000,000 aggregate.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Medical Malpractice Liability insurance. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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 that work under the Agreement is completed.

- 11. **Independent Contractor.** 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. 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.
- 12. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding the Agreement.

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

ANGEL STAFFING, INC.

[Signature]
Authorized Agent- Signature

Kathy Gallagher
Authorized Agent- Printed Name

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

COO
Title

July 11, 2013
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$100,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

[Signature]
Robert Ed Sturdivant, County Auditor

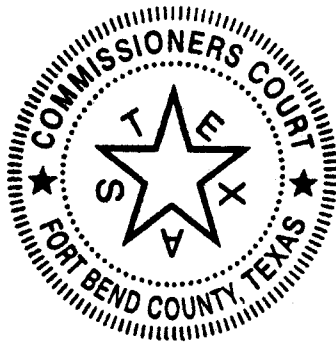


EXHIBIT A



General Staffing Agreement

Angel Staffing, Inc., with its principal office located at: 1202 E. Sonterra Blvd. Suite 501, San Antonio, TX 78258 ("STAFFING FIRM"), and **Fort Bend County Health & Human Services**, with its principal office located at: 4520 Reading Rd., Suite A, Rosenberg, TX 77471 ("CLIENT"), agree to the terms and conditions set forth in this General Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will

- a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform under the specialties/clinical skill sets described on Exhibit A under CLIENT's supervision;
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them and for which they are qualified;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. Require Assigned Employees to sign agreements (in the form of Exhibit B) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT;
- e. Require Assigned Employees to sign confidentiality agreements (in the form of Exhibit C) before they begin their assignments to CLIENT.
- f. Reports: At no additional cost to CLIENT, STAFFING FIRM will generate and deliver to CLIENT the following reports,
 - a. Staffing Schedules
 - b. Any other reports within reason as requested by client. i.e. Budget, cost incurred.
- g. Background Checks: At Staffing Firm's expense, STAFFING FIRM will perform the following types of background/drug/professional credentialing checks for all employees which it selects for assignment to CLIENT and will not assign unqualified personnel to CLIENT:
 - Criminal Background Check
 - Violent Sexual Offender & Predator Search
 - OIG list of Excluded Parties list
 - GSA list of parties excluded from Federal Programs
 - Government Suspects List
 - Pre-employment 10 panel Drug Screen
 - Random Drug Screen Policy
 - Licensure Verification & Tracking program
 - Certification Verification & Tracking program
 - Reference Checks
 - Employment Verification (past seven years)
 - Education Verification



- Annual Health Assessment / Screening
- Proof of: Hepatitis B vaccination
- MMR Vaccine
- Varicella Titer
- PPD within past 12 months or chest x-ray
- Patient Privacy Agreement
- HIPPA In-service
- Live 24 Hour / 7 day a week service
- Equal Employment Opportunity Policy
- Job Descriptions
- Fire & Electrical Safety Annual Review
- Handling Medical Waste Annual Review
- OSHA Standards Annual Review

- h. Insurance: STAFFING FIRM will cover STAFFING FIRM's staffing operations for CLIENT with at least the following types and limits of insurance or other coverage:
- a. Workers' compensation benefits or coverage on the Assigned Employees, in amounts no less than required by law
 - b. Employer's liability insurance
 - c. Commercial general liability insurance, including personal injury, contractual liability and property damage
 - d. Medical Professional Liability Insurance

CLIENT's Duties and Responsibilities

2. CLIENT will

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a bi-weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion. CLIENT must notify STAFFING FIRM of staff cancellation a minimum of 24 (twenty-four) hours prior to start of the shift. If the CLIENT notifies STAFFING FIRM of staff



cancellation without a 24 (twenty-four) hours notice, STAFFING FIRM may bill CLIENT for 8 (eight) hours. If Assigned Employee is cancelled with less than the 24 (twenty-four) hours notice, Assigned Employee is guaranteed a minimum of 8 (eight) hours worked. If CLIENT cancels Assigned Employee's shift after they have reported to the CLIENT, STAFFING FIRM may bill for the total hours the employee is scheduled to work that shift with a minimum of 8 (eight) hours. CLIENT will provide orientation to Assigned Employees. STAFFING FIRM will bill for orientation hours at full bill rate.

Late Payment Penalty: CLIENT agrees to pay net upon receipt of invoice and to pay interest on any unpaid balances after 30 days from the date of invoice at of 3%, or the maximum legal rate, whichever is higher, calculated from the date of receipt.

4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)

Confidential Information

5. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

6. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

7. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
8. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.



9. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
10. As a condition precedent to indemnification, the party seeking indemnification will inform the other party **within 2 business days** after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
11. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

12. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.
13. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
14. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
15. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
16. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
17. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
18. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
19. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
20. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
21. If CLIENT uses the services of an Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within 180 (one hundred eighty) days after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned



Employee's assignment from STAFFING FIRM for his or her next 500 (five hundred) consecutive work hours for CLIENT; or (b) pay STAFFING FIRM a fee in the amount of 25 (twenty five) times the final billing rate for that Assigned Employee, or \$15,000 (fifteen thousand), whichever is higher.

22. First Right of Refusal: At any time this contract is initiated or services by Fort Bend County, all registered Angel medical professionals within and an additional 50 mile radius outside the county, will be offered to Fort Bend County officials for first right of refusal.

Term of Agreement

23. This Agreement will be for a term of 1 year from the first date on which both parties have executed it and will automatically renew annually thereafter. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 48 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Fort Bend County
CLIENT

Signature
Robert E. Hebert
Printed Name
Fort Bend County Judge
Title
7-23-13
Date

Angel Staffing Inc.
STAFFING FIRM

Signature
Kathy Gallagher
Printed Name
COO
Title
July 11, 2013
Date



Exhibit A Rate Schedule

| Job Title or Description | Shift | Location | Hourly Bill Rate |
|---|-------|------------------|------------------|
| Registered Nurse | Any | Fort Bend County | \$67.00 |
| Licensed Vocational Nurse | Any | Fort Bend County | \$56.00 |
| Emergency Medical Technician | Any | Fort Bend County | \$60.00 |
| Certified Nurses Aide/Medical Assistant | Any | Fort Bend County | \$35.00 |
| Administrative Clerk | Any | Fort Bend County | \$20.00 |

** The hourly rate will be based on the work time of each Contractor Staff including the travel time of the Contractor Staff from each one's home to the response location at the beginning of the deployment and from the response location back to the Contractor Staff's home after services are completed by the Contractor Staff and demobilization; hours on a shift; time for shift change; orientation and demobilization. Travel expenses should not exceed the travel rates for state employee travel, and stated administrative services. –State of Texas approved travel rates are at this link- <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> . Travel expenses will apply to Contractor Staff traveling more than fifty (50) miles from Assigned Employees home. Travel will be coordinated by Angel Staffing, Inc. Reimbursement shall be provided by Fort Bend County to Angel Staffing, Inc. in accordance with the provisions stated herein. Payment shall be based on hourly rates for each Contractor Staff title specified in the Title and Rate Table.

Fort Bend County
CLIENT

Signature

Robert E. Hebert
Printed Name

Fort Bend County Judge
Title

7-23-13
Date

Angel Staffing Inc.
STAFFING FIRM

Signature

Kathy Gallagher
Printed Name

COO
Title

July 11, 2013
Date



Exhibit B

Sample Benefits Waiver for Assigned Employees

This sample employee waiver language has been prepared to accompany the General Staffing Agreement and if used would apply to the specific staffing client that is party to the agreement. Many staffing firms use an employment agreement with assigned employees that includes a waiver of claim to the employee benefits of staffing clients. A sample of such an agreement is included in Employment Law for Staffing Professionals, published by the American Staffing Association. Some benefits experts believe employee waivers are not enforceable unless they are consistent with, and expressly sanctioned by, the client's benefit plan, which suggests that the waivers must be tailored to particular customer situations. Staffing firms should discuss with their own legal counsel.

Agreement and Waiver

In consideration of my assignment to CLIENT by STAFFING FIRM, I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

| | |
|-----------------------|-----------------------|
| _____ EMPLOYEE | _____ WITNESS |
| _____ Signature | _____ Signature |
| _____ Printed Name | _____ Printed Name |
| _____ Date | _____ Date |



Exhibit C

Sample Confidentiality Agreement for Assigned Employees

This sample has been prepared to accompany the General Staffing Agreement and if used would apply to the specific staffing client that is party to the agreement. Many staffing firms use an employment agreement with assigned employees that includes a provision to protect the confidentiality of staffing client information. A sample of such an agreement is included in Employment Law for Staffing Professionals, published by the American Staffing Association.

Assigned Employee Confidentiality Agreement

As a condition of my assignment by STAFFING FIRM to CLIENT, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of CLIENT.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.

The obligations of this Agreement will survive my employment by STAFFING FIRM.

EMPLOYEE

WITNESS

Signature

Signature

Printed Name

Printed Name

Date

Date